VOLUME I

THIS PLAN HAS BEEN AMENDED. SEE VOLUME II

LEASEHOLD CONDOMINIUM OFFERING PLAN FOR

the VISIONAIRE

70 LITTLE WEST STREET
NEW YORK, NEW YORK 10280

TOTAL PURCHASE PRICE FOR 251 RESIDENTIAL UNITS:	$ 403,410,000
TOTAL PURCHASE PRICE FOR 126 STORAGE BINS:	$ 1,512,000
TOTAL PURCHASE PRICE FOR 4 COMMERCIAL UNITS:	$ 8,941,000
TOTAL PURCHASE PRICE:	$ 413,863,000

The Condominium will have 251 Residential Units and five (5) Commercial Units. Unit 3B will be retained by Sponsor and sold to the Residential Board for use as the Resident Manager's Unit. 250 Residential Units, 126 Storage Bins and four (4) Commercial Units are being offered for sale hereby.

SPONSOR:
BATTERY PLACE GREEN, LLC
C/O ALBANESE ORGANIZATION, INC.
1050 FRANKLIN AVENUE, SUITE 200
GARDEN CITY, NEW YORK 11530
516.746.6000

SELLING AGENT:
THE MARKETING DIRECTORS, INC.
750 LEXINGTON AVENUE
18TH FLOOR
NEW YORK, NEW YORK 10022
212.826.8822

The term of the initial offering of this Plan commenced on December 18, 2006 and expires on December 17, 2007 unless the said date is extended in a duly filed amendment.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH THE MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THE PLAN (SEE SPECIAL RISK SECTION OF THE PLAN).

THIS OFFERING PLAN IS SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES 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.

SEE PAGE v FOR SPECIAL RISKS TO PURCHASERS.

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PART I

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

(See the "Definitions" Section of this Plan for definitions of capitalized terms used but not defined in this Section.)

1. On or about July 12, 2005, Sponsor was designated by the Battery Park City Authority ("BPCA") as the developer of a mixed-use leasehold condominium project located on the Property (as hereinafter defined) within the project area known as "Battery Park City." In furtherance thereof, Sponsor has entered into a ground lease (the "Lease") with BPCA dated as of August 17, 2006. Under the terms of the Lease, Sponsor will submit its leasehold interest in the Property to a leasehold condominium regime and will become the Declarant under the Declaration (as hereinafter defined). Each purchaser of a Residential Unit or Commercial Unit will acquire from Sponsor, as Declarant under the Declaration, a leasehold condominium interest in such Unit and a proportionate undivided leasehold interest in the Common Elements of the Condominium. The Condominium will be comprised of 251 Residential Units, 250 of which are being offered for sale under the Plan, 126 Storage Bins and five (5) Commercial Units, four (4) of which are being offered for sale under the Plan (the Residential Units and Commercial Units are hereinafter defined as the "Units"). Unit 3B will be sold to the Residential Board for use as the Resident Manager's Unit. The Units will be located in a thirty-three (33) story building (the "Building") having the address of 70 Little West Street, New York, New York 10280 which Sponsor will cause to be constructed on the Land (as hereinafter defined). The Lease is subject to the Master Lease (as hereinafter defined) covering all of the property in the Battery Park City project area, which area includes other condominium and rental residential projects as well as commercial buildings. The Condominium Act (as hereinafter defined) permits the creation of residential and multi purpose leasehold condominiums at Battery Park City, which are designated as "qualified leasehold condominiums." The Lease will expire on June 17, 2069. By the expiration of the Lease, the Condominium Board on behalf of the Unit Owners, will be required, in order to retain the leasehold interests in the Property, to either enter into an extension of the Lease or new lease with the holder of fee title to the Land and Building or the landlord under the Master Lease, as the case may be at such time, or to acquire the fee interest to the Land and Building from such landlord or fee owner. If the Condominium Board is unable to obtain, or if for any reason, the fee owner or landlord under the Master Lease, as the case may be, refuses to enter into an extension of the Lease or a new lease, or refuses to transfer or sell the fee interest, on terms acceptable to the Condominium Board, the leasehold estate will terminate on the expiration date of the Lease and as of said date, Unit Owners shall no longer have the right to possession of the Property or to remain in occupancy of their Units. No representation is made or warranty given as to whether the Lease will be extended or renewed, fee title acquired or as to the terms of any such extension or acquisition or the right of Unit Owners to remain in occupancy thereafter. Purchasers are advised that as the term of the Lease diminishes, the value of the leasehold condominium Unit diminishes. Accordingly, as the term of the Lease diminishes, it will become increasingly difficult to arrange for, or to refinance, a mortgage on a Unit. Furthermore, unless such extension or new lease is entered into, or fee title is acquired, the prices of Units being resold toward the expiration of the Lease will likely be adversely affected because of the decreasing length of the term of the Lease. Please refer to the Sections of the Plan

entitled "Battery Park City Authority and the Project Area" and "Summary of the Lease" in Part I of the Plan for more details.

2. After the First Closing, the Tenant under the Lease will be the Condominium Board which will be responsible for complying with the obligations under the Lease. Pursuant to the terms of the Lease, the Unit Owners will be obligated to pay, as a portion of Common Charges, their proportionate share of certain items of Rent under the Lease, including, without limitation, Base Rent, Payments in Lieu of Taxes ("PILOT"), Civic Facilities Payments and Impositions which, when so paid shall be held in trust by the Condominium Board for the benefit of BPCA and segregated from the balance of other funds so collected at BPCA's request or pursuant to the Lease. The funds received as Common Charges or otherwise from a Unit Owner shall first be applied to the Proportionate Rent due from such Unit Owner. In no event will a failure by any Unit Owner to pay Proportionate Rent (as hereinafter defined) constitute a default under the Lease, but a default by the Condominium Board to turn over to BPCA Proportionate Rent collected from the Unit Owners could result in the termination of the Lease (and hence the ownership rights of the Unit Owners in their Units). The Lease establishes certain limitations on the right of the Boards and the Unit Owners to modify the exterior façade, including but not limited to, modifications to the height, set back or bulk of the Building. In the event of any inconsistency between the terms of the Lease and the terms of the Declaration and By-Laws, the terms of the Lease will govern. No statement herein shall be deemed to constitute the consent or approval to any matter which BPCA has the right to approve or consent to pursuant to the terms of the Lease, Declaration or By-Laws. Please refer to the Sections of the Plan entitled "Battery Park City Authority and the Project Area" and "Summary of the Lease" in Part I of the Plan for more details.

3. In accordance with the terms of the Lease executed with BPCA, upon the later of the completion of the core and shell of Commercial Unit A (the "BPCA Unit") or the First Closing, Sponsor will convey the BPCA Unit to BPCA. It is currently intended by BPCA that the BPCA Unit will be used as a maintenance facility of the Battery Park City Parks Conservancy which is expected to store equipment, vehicles, supplies and bulk materials including sand, gravel, soil and mulch within the BPCA Unit. The BPCA Unit will have its own service entry/exit for ingress and egress of the electric and gasoline fueled motor vehicles. A workshop for carpentry, electrical repairs, metal repairs and a painting/spray booth will be housed within the BPCA Unit. The mechanical equipment for the BPCA Unit will be located on the Residential tower roofs. The owner of the BPCA Unit will not be responsible for the payment of Common Charges to any Board. The monthly Common Charges of the Unit Owners of all other Units will include a contribution to the Condominium Board on behalf of the BPCA Unit to offset and equal any Common Charges that would otherwise be attributable to and payable by the owner of the BPCA Unit. The BPCA Unit Owner may sell or lease all or any portion of the BPCA Unit, without any restriction or limitation imposed including, not being subject to a right of first refusal by the Condominium Board pursuant to the Declaration or the By-Laws. Please refer to the Sections of the Plan entitled "Summary of the Lease" in Part I of the Plan for more details.

4. To secure the obligations of the Unit Owners under the Lease, including Sponsor or its designee as owner of Unsold Residential Units and the Commercial Units, immediately prior to the First Closing, Sponsor shall deposit with BPCA, a letter of credit in the amount equal

to approximately $4,640,494 (the "Security Fund Amount") which is an estimate of an aggregate amount equal to the annualized Base Rent, PILOT and Civic Facilities Payment determined as of the First Closing (assuming the First Closing occurs in August 2008). Upon the closing of title to each Unit, the Purchaser shall be obligated to reimburse Sponsor at Closing for a portion of the Security Fund equal to the estimated annualized amount of Proportionate Rent attributable to such Unit (the "Security Fund Contribution"). Prior to the separate assessment of each Unit necessary to determine the PILOT attributable thereto, the Proportionate Rent attributable to each Unit will be estimated at an amount equal to the product of (i) the Security Fund Amount determined at the First Closing multiplied by (ii) the Proportionate Common Interest (as hereinafter defined) attributable to such Unit. Assuming the First Closing occurs in August 2008 and the PILOT payable with respect to the Building for the 2008/2009 tax year is equal to the Taxes estimated for such tax year, the estimated Proportionate Rent attributable to each Unit is equal to the amount set forth on the Schedule of Security Fund Contributions in Part I of the Plan. Purchasers are advised that the Schedule of Security Fund Contributions in Part I of the Plan are only estimates and that the actual amount attributable to a Unit may be higher or lower than what is set forth on the Schedule of Security Fund Contributions and Sponsor makes no guarantee or warranty regarding the foregoing. In the event the actual Security Fund Contributions is greater than the amount estimated each Unit Owner will pay such shortfall in the same portion that the Security Fund Contribution attributable to the Unit bears to the Security Fund. In the event the actual Security Fund Contribution is less than the amount estimated each Unit Owner will receive such surplus in the same portion that the Security Fund Contribution attributable to the Unit bears to the Security Fund. Within 120 days after BPCA determines the Maximum Fund Requirement (as defined in the Lease, which is determined after the completion of all portions of the Building), the Lease requires the Condominium Board to increase the Security Fund to reflect increases in the Proportionate Rent for the Units to an amount equal to the Maximum Fund Requirement and accordingly, each Unit Owner shall be obligated to pay a portion of the aggregate increase in the Security Fund in an amount equal to the increased Proportionate Rent attributable to the Unit owned by such Unit Owner. Please refer to the Section of the Plan entitled "Summary of Lease" and the Schedule of Security Fund Contributions set forth in Part I of the Plan for more details.

5. If Sponsor receives a favorable ruling from the Internal Revenue Service ("IRS"), as described below, Residential Unit Owners will be able to take a deduction on their individual income tax returns for their pro rata share of PILOT. A ruling on the deductibility of PILOT under Section 164 of the Internal Revenue Code of 1986, as amended, will be requested. The deductibility of PILOT is therefore subject to receipt of a favorable ruling from the IRS. Upon receipt of a ruling from the IRS, Sponsor will amend the Plan to disclose same. Please refer to the Sections of the Plan entitled "Introduction" under the Subsection entitled "Features of Condominium Ownership," "Summary of the Lease" and "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" for more details.

6. Sponsor anticipates that the Condominium will not qualify as a homeowners association under Section 528 of the Internal Revenue Code. Assuming the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election to be 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 prepared by Stroock & Stroock & Lavan LLP and set forth 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, 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 and/or Unincorporated Business Tax. Schedule B, Budget for the First Year of Condominium Operation, does not contemplate any substantial income which might be taxable and accordingly does not specifically 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 certain United States Treasury Department regulations relating to entity classification. Please refer to the Attorney's Income Tax Opinion and the Section entitled "Income Tax—Deductions to Residential Unit Owners and Tax Status of Condominium" in Part I of the Plan for further discussion.

7. For a period of four years from the First Closing (the "Discount Term"), Sponsor has agreed to reduce the Residential Common Charges payable by each Residential Unit Owner by contributing the aggregate sum of $7,000,000.00 (the "Discount"). The Discount shall be paid monthly to the Residential Board. The Residential Common Charges due from each Residential Unit Owner after receipt of the monthly payment of the Discount is set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. Sponsor's obligation to pay the Discount is not secured by any bond or other security.

8. At the time an Agreement is executed, a Purchaser is required to make an initial deposit (the "Initial Deposit") in an amount equal to at least ten (10%) percent of the purchase price for the Unit set forth in the Agreement, with an additional deposit (the "Additional Deposit") of five percent (5%) of the purchase price due and payable no later than the earlier to occur of: (i) six (6) months after the date of the Agreement or (ii) fifteen (15) days after Sponsor presents an amendment declaring the Plan effective, but in no event later than the Closing, subject to collection. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit." In the event a Purchaser defaults under the Agreement, 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 written notice to the Purchaser of such default, Sponsor may, at its option, cancel such Agreement and retain, as liquidated damages, the Deposit made by the Purchaser, together with interest earned thereon, if any. Additionally, if a Purchaser fails for any reason to close title to a Commercial Unit or Residential Unit on the originally scheduled Closing Date and Sponsor elects not to cancel the Purchaser's 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 day preceding the originally scheduled Closing Date, and (b) the Purchaser will be required to pay to Sponsor at the Closing an amount equal to 0.03% of the purchase price of the Unit for each day that the Closing is adjourned. Purchasers are further advised that (i) if a Purchaser makes a Deposit in excess of $100,000 for the purchase of a Unit, such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $100,000. Funds drawn on out-of-state or foreign banks will not be accepted in payment of the purchase price for a Residential Unit or a Commercial Unit or in payment of any other amounts payable by Purchaser in connection with the acquisition of the Unit or any work performed in the Unit unless otherwise agreed by

Sponsor. The Agreement also provides that Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Agreement or, in the event Purchaser defaults under the Agreement beyond any applicable grace period, in canceling the Agreement or otherwise enforcing Purchaser's obligations thereunder. THE AGREEMENT ALSO PROVIDES THAT EXCEPT AS PROHIBITED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN, THE AGREEMENT OR THE RELATIONSHIP CREATED THEREBY. Please refer to the Section of the Plan entitled "Procedure to Purchase" in Part I of the Plan for further discussion of the foregoing.

9. Although a Purchaser may obtain financing from a lending institution or any other source, the obligation to purchase a Unit pursuant to the Agreement shall not be contingent upon obtaining financing for such purchase. No Unit Owner can obtain financing secured by a Unit unless the holder of the mortgage granted in connection with such financing enters into a recognition agreement as same is required by BPCA (the "Recognition Agreement"). Please refer to the Unit Mortgage Subordination and Recognition Agreement set forth in Exhibit F of the Declaration in Part II of the Plan for further details. THE FACT THAT THE RESIDENTIAL UNITS ARE LEASEHOLD CONDOMINIUM UNITS AND THAT THE LIEN OF THE HOLDER OF A MORTGAGE SECURED BY A RESIDENTIAL UNIT IS SUBORDINATE TO THE GROUND LEASE AND THE LIEN OF THE CONDOMINIUM BOARD FOR COMMON CHARGES TO THE EXTENT SUCH COMMON CHARGES ARE COMPRISED OF PROPORTIONATE RENT, MAY MAKE THE RESIDENTIAL UNITS MORE DIFFICULT TO FINANCE AND PURCHASERS MAY FIND THAT SUCH FINANCING IS AVAILABLE UPON TERMS AND CONDITIONS WHICH ARE NOT AS FAVORABLE AS MAY HAVE BEEN OTHERWISE AVAILABLE TO PURCHASERS OF CONDOMINIUMS ELSEWHERE IN THE CITY OF NEW YORK. PURCHASERS WHO ARE UNABLE TO OBTAIN FINANCING, AS THE RESULT OF THE FOREGOING, RISK LOSING THEIR DEPOSITS. NEITHER SPONSOR NOR ANY SELLING AGENT MAKES ANY REPRESENTATIONS AS TO THE TERMS OR AVAILABILITY OF ANY MORTGAGE FINANCING. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (50% or more) of the units in a building be sold before the lender will consider making a loan. Thus it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased is lower than a lender's particular sales minimum. After a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. Accordingly, it may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed, and it could expire before the Closing Date and, in such case, a Purchaser would have to close without financing or risk losing such Purchaser's Deposit. Please refer to the Section entitled Procedure to Purchase" in Part I of the Plan for further details.

10. At or subsequent to the First Closing, Sponsor will sell Residential Unit 3B in the Condominium to the Residential Board, to be used as the Resident Manager's residence. The Residential Board shall be responsible for the payment of all mortgage recording and transfer

taxes due in connection with the sale of the Unit. All Common Charges, including the costs of utilities and the costs of financing the purchase of the Unit, PILOT and the costs of repairs, alterations and improvements undertaken by the Residential Board attributable to the Resident Manager's apartment, shall be borne by all Residential Unit Owners as a Residential Common Expense. The purchase price of Unit 3B is $1,175,000. At the closing of title to Unit 3B, the Residential Board, on behalf of all Residential Unit Owners will pay the purchase price by executing and delivering one or more purchase money note(s) in the aggregate amount of $1,175,000 secured by one or more mortgage(s) on the Unit. The purchase money note will be for a term of five (5) years from the First Closing with interest payments due thereunder at the annual rate of 7.0% payable monthly. Upon the maturity date of the purchase money note, assuming the Residential Board is not in default thereunder, all interest and outstanding principal in the approximate amount of $1,175,000 will be due and payable. Sponsor does not intend to refinance or extend the purchase money note and purchase money mortgage at maturity. Purchasers are advised that refinancing by another lender may not be available and that the Residential Board, in order to repay the purchase money note, may be required to assess all Unit Owners in proportion to their respective Residential Common Interests. In addition, the interest rate payable under the purchase money note may or may not be higher than the rate offered at any time by institution lenders to individual Purchasers purchasing their Residential Units for occupancy. At Sponsor's option, the note(s) and mortgage(s) will be held by an institutional lender or by Sponsor. Closing costs, including without limitation mortgage recording taxes, Security Fund Contribution, title insurance, recording fees and transfer taxes due in connection with the transfer and mortgage of the Resident Manager's Unit to the Residential Board will be paid by the Residential Board from the Contingency Fund or Working Capital Fund. In the event the Contingency Fund or Working Capital Fund is not sufficient, Sponsor will advance the funds necessary on behalf of the Residential Board and the Residential Board will repay Sponsor by executing a promissory note in the amount of the funds so advanced, to be repaid, without interest, in twelve equal monthly installments.

In the event the Residential Board defaults under the note(s) and mortgage(s), including, but not limited to a default as the result of the Residential Board's failure to pay the balance of the purchase money note due at maturity, the holder may foreclose on the Unit 3B and if the proceeds from the sale of the Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Residential Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium will be without a Resident Manager's apartment. Accordingly, alternate arrangements will be necessary to shelter the Resident Manager in the Condominium or within such distance of the Condominium as is then required by Law.

Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Residential Unit 3B to sell to the Residential Board as the Resident Manager's apartment; provided, however that such sale shall only be made pursuant to an amendment to the Plan and shall not result in the Residential Board incurring financing charges, common charges and PILOT, the sum of which exceed the costs of owning Unit 3B as set forth in Schedule B, by more than twenty-five percent (25%). Please refer to Schedule B, Budget for First Year of Condominium Operation" in Part I of the Plan for further details regarding the costs of housing the Resident Manager.

Sponsor reserves the right to not to sell a Unit to the Residential Board for a period of up to six (6) months during which period Sponsor will rent the Unit occupied by the Resident Manager to the Condominium Board. In such event, from the date of the First Closing until the transfer of title of the Unit, the Condominium shall pay to Sponsor, rent in an amount equal to the sum of the following: (a) principal and interest which would have been due on the Purchase Money Note, had same been executed by Condominium Board, (b) Common Charges assessed against the Unit occupied by the Resident Manager and (c) PILOT assessed against the Unit occupied by the Resident Manager. In the event Sponsor exercises the right to rent the Unit to the Condominium Board, the rental payments will not be credited against the purchase price. Please refer to Schedule B, Budget for First Year of Condominium Operation" in Part I of the Plan for further details regarding the costs of housing the Resident Manager.

11. Prior to the closing of title to a Residential Unit or Commercial Unit, the Agreement prohibits a Purchaser from listing the Residential Unit or Commercial Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Residential Unit or Commercial Unit for sale or lease, without Sponsor's prior written consent. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy) may not advertise, list or sell a Residential Unit acquired from Sponsor for twelve (12) months after closing on such Residential Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Residential Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor.

12. 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 (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan. Please refer to the Section of the Plan entitled "General" in Part I of the Plan for more details.

13. There is no limit on the length of time that Sponsor may control the Residential Board or the Condominium Board. Sponsor has the right to appoint a majority of the members of the Residential Board and the Condominium Board (and therefore control such Boards) for a period ending on the date which is five (5) years from the First Closing unless Sponsor voluntarily relinquishes such right prior to the expiration of such five year period. After the date which is five (5) years from the First Closing, Sponsor may continue to control the Condominium Board and the Residential Board if it has sufficient votes to elect a majority of the members of such Boards. Accordingly during the period ending on the date which is five (5) years from the First Closing, Sponsor could control the Residential Board and the Condominium Board notwithstanding the fact that Sponsor no longer owns Units. Sponsor reserves the right to relinquish and regain voting control of the Residential Board and the Condominium Board at any time. During the period that Sponsor controls the Condominium Board and/or the Residential Board, as the case may be, Sponsor will have control of maintenance, facilities and services to be provided to Unit Owners and will determine the Common Charges to be paid by all Unit Owners. All determinations with respect to the continuance of services provided to the Residential Section, if initially made available, will be made by the Residential Board, which will be controlled by Sponsor during the Sponsor Control Period. Please refer to the Sections of

the Plan entitled "Control by Sponsor" and "Description of Property" set forth in its entirety in Part I of the Plan for further details.

Additionally, as more particularly set forth in the Section of the Plan entitled "Summary of the Lease" in Part I of the Plan and the "Condominium By-Laws" in Part II of the Plan, in the event of a Condominium Default, Landlord is permitted to replace the members of the Boards that have failed to remedy such Condominium Default, and each Board member must sign, as a condition of serving on the respective Board, a resignation that will be assigned and delivered to Landlord for purposes of Landlord's exercise of its right to replace any Board member.

14. Sponsor may exercise veto power over some actions of the Condominium Board and the Residential Board provided however, that Sponsor may not exercise veto power over expenses described in Schedule B. Until Sponsor has conveyed title to all Residential Units, but in no event later than the later to occur of five (5) years after the First Closing or whenever the Unsold Units constitute less than 25% of the Common Interest, the Condominium Board or the Residential 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 Unit, or (b) assess any General Common Charges or Residential 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 is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or 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 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 or the Residential Board to comply with Laws, rules or regulations of any governmental authority having jurisdiction over the Condominium. In addition, Sponsor may not exercise veto power over expenses required to comply with applicable laws or regulations, to remedy any notice of violation or to remedy any work order by an insurer. Please refer to the Section of the Plan entitled "Control By Sponsor" in Part I of the Plan for further details.

15. 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 the Commercial Unit Owners 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 Commercial Units or affecting the rights, privileges, easements, licenses or exemptions granted to the Commercial Unit Owners or (b) without the prior written consent of Sponsor or its designee, as the case may be, 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 otherwise adversely affecting Sponsor or its designee. In addition, the consent of BPCA may be required for an amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations. Please refer to the

Section entitled "Summary of the Lease" under the Subsection entitled "Amendment to Declaration and By-Laws" and the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers" in Part I of the Plan for further details.

16. Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first years of Condominium operations, construction workers and related personnel will be at the Property from time to time completing construction of the Building, making adjustments and corrections and performing various tasks related to the completion of construction. During this period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may need to be shut down temporarily. Sponsor and its designees, including tenants performing work in each Commercial Unit, will have the right to and may utilize elevators and other building systems and may install and retain scaffolding and other equipment on and in the Building to complete construction of the Building. Sponsor may not fully complete the construction or decoration of portions of the Building, including, without limitation, the lobbies, amenity spaces or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular Section of the Building is complete or a particular floor is fully occupied by Residential Unit Owners. The Condominium Board and/or Residential Board may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and a permanent Certificate of Occupancy has been obtained therefor. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. Portions of the Building such as Storage Bins may be completed after some or all of the Units, and the fact that such portions of the Building have not been completed or are not available for use by Unit Owners is not a basis for a Unit Owner to refuse to close title to the Unit. Purchasers are advised that based upon the status of construction of the Building, the Storage Bins may not be available for use at the time of the closing of title to the Residential Unit, and a Purchaser will be required to close title to the Residential Unit and pay the balance of the Purchase Price therefor as well as the Purchase Price for the Storage Bin notwithstanding any delay in completion of the Storage Bins. If a Storage Bin is not completed at the time Purchaser is required to close title to the Residential Unit, the cost of the Storage Bin will be placed in escrow, to be delivered to Sponsor upon completion of said Storage Bin. Sponsor will obtain whatever Certificate of Occupancy or Temporary Certificate of Occupancy is necessary to permit the utilization of the Storage Bins. Sponsor will be obligated to construct the Building in accordance with applicable code, including such construction practices recommended to avoid water infiltration. In the event that there is any water infiltration, Sponsor will amend the Plan to disclose all relevant facts in an amendment to the Plan. Residential Unit Owners who place items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Set forth in Part II of the Plan is the form of Storage Bin License to be executed by the Purchaser and the Residential Board at Closing. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities or equipment, may delay the closing of title to certain Units or lines of Units until such hoists, elevators or temporary facilities or equipment are no longer needed and are removed. During the period when Sponsor is completing construction of the

Building, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. The first temporary Certificate of Occupancy will be issued for some but not all of the Units and Sponsor may complete construction of certain Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Units while construction in other Units is continuing, possibly, for extended periods of time, and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units. Please refer to the Section of the Plan entitled "Description of Property and Improvements" in Part I of the Plan for further details.

17. The first year of condominium operation is estimated to be August 1, 2008 through July 31, 2009. As in any newly constructed project, given the vagaries and nature of the construction process, as more particularly described above, it is difficult to predict, with precision, the date Sponsor will first be able to close title to the Units. Accordingly, the First Closing may occur sooner or later than the projected first year of condominium operation and closings for certain Units may occur substantially before or after closings for other Units. It is presently contemplated, and the Budget for the First Year of Condominium Operation provides, that uniformed concierge will be on duty at the Lobby of the Building twenty-four (24) hours a day, seven (7) days a week. The number and hours of duty of the concierge and the doormen may be reduced until title to fifty (50%) percent of the Residential Units have been conveyed to Purchasers under the Plan; provided however, that there will be at least one concierge on duty twenty-four (24) hours a day, seven (7) days a week as of the First Closing. Please refer to the "Schedule B- Projected Budget for First Year of Condominium Operation" set forth in Part I of the Plan for further details.

18. In accordance with the Lease, the PILOT payable as part of Common Charges will be the greater of (i) actual Taxes for such tax year or (ii) the Minimum PILOT payable in equal semi-annual installments during such tax year, in advance on the first day of each January and July. The PILOT estimates for each Unit set forth in Schedule A are based upon an opinion prepared by the law firm of Marcus and Pollack LLP, a copy of which is set forth in Part I of the Plan (the "PILOT Opinion"). The PILOT Opinion includes estimated assessments for each of the Residential Section, the Retail Units, the Storage Unit and the Garage Unit. Using these estimates, the Taxes during the first and second years of condominium operation are greater than the Minimum PILOT for the corresponding tax years, 2008/2009 and 2009/2010, and accordingly the estimated Taxes have been used to determine PILOT for such tax years as more particularly described in the footnotes to Schedule A. Purchasers should note that the full assessed valuation of the Building will not be reflected until tax year 2009/2010 which commences July 1, 2009 and accordingly PILOT attributable to all Unit Owners in the tax year 2009/2010 will increase significantly. Purchasers should also note that PILOT has been allocated to the respective Residential Units in proportion to each such Unit's Proportionate Common Interest. Upon determination of individual tax lots and individual Unit assessments, the New York City tax authorities may allocate PILOT between the Units in proportion to each Unit's purchase price or imputed market value rather than its Common Interest or Proportionate Common Interest, and, if so, Units having the same or similar Common Interest or Proportionate Common Interest which are determined to have a higher purchase price or market value, will pay higher PILOT than are reflected on Schedule A. Please refer to the Section of the Plan entitled

"Payment In Lieu Of Taxes - PILOT" and the PILOT Opinion in Part I of the Plan for further details.

19. With the consent of BPCA, which may be granted or withheld in BPCA's sole discretion, Sponsor and any subsequent owner of the Commercial Units have the right to subdivide and combine portions of their respective Units, subject to the provisions of the Declaration and By-Laws and the Lease. The Commercial Units may be used for any lawful purposes except as may otherwise be provided in the Lease. The Residential Unit Owners may not have control over the uses of the Commercial Units. (See "Commercial Units" for further details). The use of the Commercial Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control. The Commercial Units share the cost for certain expenses based upon Common Interest and share other costs based upon anticipated usage. Please refer to the "Introduction" Section of the Plan under the subsection entitled, "Features of Condominium Ownership" and "Schedule B- Projected Budget for First Year of Condominium Operation" for further details regarding the allocation of Common Expenses.

20. Sponsor currently intends to sell the Unsold Units under the terms of the Plan. However, under the terms of this Plan, Sponsor and any owner of the Commercial Units and any Unsold Residential Units have reserved the right to rent or lease any Unsold Commercial Units or the Unsold Residential Units prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion or to use or offer the Unsold Commercial Units and the Unsold Residential Units for any lawful purpose. Except where otherwise prohibited by Law, certain Residential Units may be occupied under short term leases. Short term basis means having a term in excess of thirty (30) days and no longer than one year. Accordingly, residents of the Condominium may be comprised of both Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of the residents in the Building may not be Residential Unit Owners. As a consequence of the foregoing, a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and, in such case, the Unit Owners, including owner-occupants may never gain effective control and management of the Condominium. See the Section entitled "Introduction" under the Subsection "Features of Condominium Ownership" in Part I of the Plan for further details.

21. The By-Laws do not include a provision that after the Sponsor Control Period, a majority of the Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. In addition, residents of the Condominium who are not Unit Owners have no investment in their Residential Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities, and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts with respect to how the Condominium should be managed and other issues affecting the Condominium, because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). Please refer to the Section of the Plan

entitled "Introduction" under the Subsection entitled "Features of Condominium Ownership" in Part I of the Plan for more details.

22. Individuals leasing Units from Sponsor will not, except as expressly provided in their respective leases, have any special rights to purchase such Units. In addition, 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 and tenancies except as may otherwise be agreed to in writing by the parties. Any lease for a Residential Unit entered into with a Purchaser will provide, however, among other things, that an uncured default by the Purchaser under the Agreement with respect to the Unit which is the subject of the lease will constitute a default under the lease entitling Sponsor, at its sole option, to terminate such lease in accordance with applicable Law. In addition, each Agreement may provide that an uncured default by the Purchaser under any lease with respect to the Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor, at its sole option, to terminate such Agreement and to exercise any remedies therein provided. Please refer to the Sections of the Plan entitled "Interim Lease" and "Terms of Sale" in Part I of the Plan for more details.

23. Sponsor may use the Residential Units for any purpose permitted by Law and may modify the Certificate of Occupancy to reflect a change in use. Please refer to the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Boards of Managers" under the Subsection entitled "Use of Units" for further details.

24. Except with respect to the Security Fund Amount for which Sponsor shall deposit a letter of credit with BPCA immediately prior to the First Closing, no bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments and PILOT with respect to either the Unsold Commercial Units or the Unsold Residential Units. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Residential Units and the Unsold Commercial Units. Sponsor will pay the Common Charges for the Unsold Residential Units and the Unsold Commercial Units for so long as such Units are owned by Sponsor. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further details.

25. The exterior and interior surfaces of all windows located in any Residential Unit shall be washed and cleaned from the interior side of a Unit by a licensed window cleaner approved by the Condominium Board and the cost and expense thereof shall be an expense of such Unit Owner. The exterior and interior glass surfaces of all windows located in the Commercial Units shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense. Any replacement of glass windows panes in any Unit because of breakage or otherwise, shall be made by the Condominium Board at the sole cost and expense of the owner of the applicable Unit, except that such cost and expense shall be paid by the Condominium Board if all or any portion thereof is covered under the insurance maintained by the Condominium Board for the Property.

26. Upon the closing of title to a Residential Unit, a Residential Unit Owner will be solely responsible for maintaining casualty insurance with respect to everything within the Unit including, without limitation, the surface of the sheetrock walls of such Unit, the wall coverings, flooring, interior non-load bearing walls, ceilings, moldings, appliances, fixtures, fan coil units,

equipment, personal property, improvements and betterments situated within such Unit Owner's Residential Unit, as well as liability insurance with respect to occurrences in or about such Unit Owner's Residential Unit. The By-Laws require that each Unit Owner maintain such insurance coverages. In the event a Unit Owner fails to obtain and/or maintain the required coverages, funds may not be available to restore the Unit to its previous condition. Please refer to the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Boards of Mangers" under the subsections entitled "Repairs to and Maintenance of Units and Common Elements" and "Insurance" in Part I of the Plan for further details.

27. Purchasers shall be obligated to pay the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax which by Law are the primary obligation of a seller. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to such taxes. Purchasers who acquire two or more Residential Units that have not been combined into a single residence prior to transfer will be obligated to pay the NYC Real Property Transfer Tax at the commercial rate of 2.625% of the purchase price of a Residential Unit that exceeds $500,000. 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 (the calculation of which shall include the amount of the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax imposed upon Purchaser) , which by Law is the primary obligation of the Purchaser. Please refer to the Section entitled "Closing Costs and Adjustments" in Part I of the Plan for further details.

28. Construction of the Building will be financed by Landesbank Hessen-Thüringen Girozentrale (sometimes also referred to herein as "Helaba"), for itself and as agent for any other lenders who participate in the construction loan (the "Construction Lender"), which financing will be secured by, among other things, mortgages and security agreements (collectively the "Construction Loan"). Sponsor's offer to sell the Residential Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under this Section of the Condominium regulations, Sponsor may not declare the Plan effective until Agreements are signed by bona fide Purchasers for 15% of the Residential Units offered under the Plan. 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 Residential Units with fewer than the minimum number of sales if Purchasers counted towards effectiveness do not ultimately purchase a Residential Unit. In addition, during the term of the Construction Loan, the Construction Lender will have the right to view information regarding funds maintained in the Master Escrow Account. Under the terms of the By-Laws, if required under the terms of any Permitted Unit Mortgage, in the event of a default under such Permitted Unit Mortgage (including the Construction Loan), the Permitted Unit Mortgagee will be entitled to designate, remove or replace the members of the Boards who are designated or appointed by Sponsor whose Unsold Units are subject to the lien of said Permitted Unit Mortgage. Please refer to the Sections entitled "Effective Date" and "Rights and Obligations of the Boards of Managers and Unit Owners" in Part I of the Plan for further details.

29. 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, Albanese & Albanese LLP, in connection with the closing of title to Purchaser's Unit: (i) the sum of $2,000 to reimburse Sponsor for its legal fees, (ii) if the Purchaser requests the Closing to occur other than at the offices of Albanese & Albanese LLP, the sales office 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 $700 for each Closing held in any borough outside Manhattan, (iii) if the closing is adjourned through no fault of Sponsor, an additional fee of $500 for each such adjournment to help defray the cost of preparing for and coordinating the new closing, (iv) an administrative fee payable to BPCA pursuant to the provisions of the Lease in connection with the closing of title to Purchaser's Unit, the execution of the Recognition Agreement and the delivery of an estoppel certificate which shall not exceed the amount of $250 during the first twelve (12) months after the First Closing and which is subject to increase thereafter as provided in the Lease and (v) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance, for preparation of an assignment agreement. Please refer to the Section of the Plan entitled "Closing Costs and Adjustments" for further details.

30. Sponsor may, in its sole discretion, agree to modify the floor plans and finishes of certain Residential Units or to do special work or provide extras for any Residential Units if requested by individual Purchasers and agreed to by Sponsor, in writing. Unless otherwise agreed to by Sponsor, a Purchaser shall bear the cost of such modification to floor plans and finishes and for such special work and extras. All funds received by Sponsor from Purchasers for such modified, additional or special work or extras in Units, as aforesaid, shall be initially placed in escrow and shall be disbursed and 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 modified or special work or extras. Please refer to the Section of the Plan entitled "Procedure to Purchase" in Part I of the Plan for further details.

31. The Contingency provided for in the Projected Budget for the First Year of Condominium Operation ("Schedule B - Projected Budget for First Year of Condominium Operation") 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 is not 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 monthly Common Charges or institute a special assessment of Common Charges. Please refer to the Section of the Plan entitled "Working Capital Fund and Apportionments" in Part I of the Plan for more details

32. As more fully set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor" Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. However, as more fully set forth in said Section of the Plan, Sponsor is providing a limited warranty to the Condominium Board and to each Original Residential Unit Owner (as said term is defined for purposes of Sponsor's Limited Warranty). Sponsor's

obligation to the Condominium Board and each Original Residential Unit Owner with respect to the construction of the Building is limited specifically to the provisions of Sponsor's Limited Warranty and Sponsor shall not have any liability or obligation to provide any other or further warranty by common law or by any statute, rule or regulation, to the Condominium Board with respect to the Common Elements (as said term is defined for purposes of Sponsor's Limited Warranty) and to each Original Residential Unit Owner with respect to such Owner's Unit. Sponsor shall not have any liability under this Plan or Sponsor's Limited Warranty to correct any defects in a Residential Unit (as said term is defined for purposes of Sponsor's Limited Warranty) that are visible, obvious or patent in nature and that can be or could have been discovered upon the earlier of either (i) a final inspection of the Residential Unit prior to the closing of title thereof by the Original Residential Unit Owner, or (ii) an inspection of the Residential Unit prior to the occupancy thereof by the Original Residential Unit Owner pursuant to an interim lease, as the case may be, and which are not identified in a written report to Sponsor of such inspection. Sponsor's Limited Warranty does not cover the Commercial Units and Sponsor shall not have any obligation to make any repairs or replacements of any kind in any Commercial Unit and is not making and shall not have any liability or obligation for any warranties whatsoever with respect to the Commercial Units and in no event will Sponsor be liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise).

The Construction Manager is providing an independent limited warranty to the Condominium Board and to each Initial Unit Owner (as said term is defined in the Construction Manager's Limited Warranty Rider that is set forth as Exhibit G to the Agreement in Part II of the Plan). In accordance with the Construction Manager's Limited Warranty, the Condominium Board will also receive subcontractor warranties consisting of a two (2) year independent limited warranty from each of the electrical subcontractor, plumbing subcontractor, HVAC subcontractor, foundation subcontractor, concrete superstructure subcontractor, curtain wall subcontractor and roofing subcontractor.

Sponsor shall not have any liability under Sponsor's Limited Warranty to correct any defect in: (i) the Building or any Residential Unit to the extent that the Condominium Board or the Original Residential Unit Owner, as the case may be, shall have the right to pursue any claim under any Subcontractor Warranties (hereinafter defined); (ii) any equipment installed in the Building or any Residential Unit by the Construction Manager or its subcontractors to the extent that the Condominium Board or the Original Residential Unit Owner, as the case may be, shall have the right to pursue any claim under any Manufacturer Warranties (hereinafter defined); and, (iii) any appliances installed in a Unit and the sole remedy of an Original Residential Unit Owner in connection with said appliances shall be limited to pursuing any claim for such defect under any Manufacturers Warranties for such appliances. Construction Manager shall not have any liability under Construction Manager's Limited Warranty to correct any defect in: (i) the Building or any Unit to the extent that the Condominium Board or the Initial Unit Owner, as the case may be, shall have the right to pursue any claim under any Subcontractor Warranties; (ii) any equipment installed in the Building or any Unit by the Construction Manager or its subcontractors to the extent that the Condominium Board or the Initial Unit Owner, as the case may be, shall have the right to pursue any claim under any Manufacturer Warranties; and, (iii) any appliances installed in a Unit and the sole remedy of an Initial Unit Owner in connection with said appliances shall be limited to pursuing any claim for such defect under any

Manufacturer Warranties for such appliances. Except as may be expressly provided to the contrary in this Plan, Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins. There is no warranty as to view or light quality. In no event will Sponsor be liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control. For further details and for the complete terms and provisions of Sponsor's Limited Warranty, please refer to the Section entitled "Rights and Obligations of Sponsor" under the Subsection entitled "Sponsor's Obligations With Respect to the Building" in Part I of the Plan and Construction Manager's Limited Warranty Rider that is set forth as Exhibit G to the Agreement in Part II of the Plan.

33. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor reserves the right 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 Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including, without limitation, incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit, into such Unsold Unit (without changing the Common Interests), (c) designate a Common Element as part of a newly created or expanded Residential Unit or Commercial Unit or designate all or part of a Residential Unit or a Commercial Unit as a newly created or expanded Residential Unit, Commercial Unit, Residential Common Element, Commercial Common Element or Limited Common Element and (d) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. No change will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, to the Declaration. Sponsor may not change the size, location of the Building or Units or other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which an Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change. After the Condominium Documents have been recorded, any such amendment to the Plan will also require an amendment to the Condominium Documents. Please see the Section of the Plan entitled "Changes in Prices and Units" for further details.

34. Each Purchaser will be obligated to enter into a power of attorney at the closing of title to the Unit (the "Power of Attorney"). The respective form of Power of Attorney for the

Residential Units and the Commercial Units, set forth in Part II of the Plan, grants broad powers to the Condominium Board, the Commercial Board and the Residential Board to enter into agreements affecting the General Common Elements, Commercial Common Elements and Residential Common Elements, as the case may be. The Power of Attorney also grants to Sponsor certain rights, including the right to amend the Condominium Declaration with respect to Unsold Residential Units and the Unsold Commercial Units. Please refer to the form of Power of Attorney set forth in its entirety in Part II of the Plan.

35. There will be a landscaped garden located at the Mechanical Roof Level (the "Roof Garden") which will be designated as a Residential Common Element with maintenance thereof charged to all Residential Unit Owners as a Residential Common Expense. Residential Unit Owners shall not be permitted to have access to the Roof Garden insofar as the Roof Garden has been designed to comply with the requirements set forth by BPCA and which do not make pedestrian access feasible for Residential Unit Owners. In addition, the Building will contain a roof terrace on the roof above the Sixth Floor of the Building and a roof terrace on the roof above the Eleventh Floor of the Building (collectively, "Roof Terraces"). The Roof Terraces will be designated as a Residential Common Element and owned by all Residential Unit Owners with maintenance thereof charged to all Residential Unit Owners as a Residential Common Expense. Residential Unit Owners will have access to the Roof Terraces from the Seventh Floor and Twelfth Floor of the Building. In addition, there are Terraces appurtenant to certain Residential Units, as described in Schedule A and the Floor Plans set forth in Part II of the Plan, that will be Residential Limited Common Elements. Where a Terrace has been designated as a Residential Limited Common Element appurtenant to a Residential Unit, the Residential Unit Owner thereof will have the exclusive use of same, subject to the rights of the Boards to regulate its use and subject to rights of access to the Terrace (as set forth in the Declaration and By-Laws) for maintenance, repair and replacement and other uses. A Residential Unit Owner shall be responsible for all non-structural, ordinary and normal maintenance, repairs and replacements to the Terrace appurtenant to such Unit Owner's Residential Unit. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace (unless caused by its Residential Unit Owner), shall be charged to all Residential Unit Owners as a Residential Common Expense. Purchasers are advised that certain Units contain Terraces appurtenant to their Units which will be sold with certain plantings ("Terrace Plantings") and a special roof system ("Roof System") which have been designed in accordance with the Green Requirements and which is required by BPCA in order to meet elevated standards for energy efficiency, air quality and sustainability. The Terrace Plantings and Roof System are required to be installed and maintained on such Terraces pursuant to the terms of the Lease. The Unit Owners of such Units will be required to maintain the Terrace Plantings at the Unit Owners' sole cost and expense, however, the Residential Board will be required to maintain the Roof System. In the event a Unit Owner fails to maintain the Terrace Plantings, the Residential Board reserves the right to do so and the cost and expense thereof shall be charged to such Unit Owner as a Residential Common Charge. Purchasers of said Units will be required to execute the Terrace Rider to Agreement set forth in Part II of the Plan. Please refer to the "Description of Property" and the "Environmental Guidelines" set forth in Part II of the Plan for further details.

36. Cooling towers and other mechanical equipment necessary for the maintenance and operation of the Building and the Units will be located on the Mechanical Roof Levels 1, 2

and 3, in the Cellar, on Floors 4, 5, 6, 9, 10, 11, 12 and Penthouse 2. The Condominium Board with respect to the Common Elements and the Residential Board with respect to the Residential Common Elements and Residential Limited Common Elements and the Commercial Board with respect to the Commercial Common Elements and the Commercial Limited Common Elements will be responsible for ensuring that the mechanical equipment located in the Building and on the various roof levels is operated in accordance with Law, including requirements governing acceptable levels of noise, vibrations and odor emissions. Sponsor is not responsible for and does not make any representations, warranties or guarantees regarding the level of noise or vibrations or odors resulting from the cooling tower, mechanical equipment or the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners on their Terraces. In addition, Sponsor shall have, and the Units and Common Elements shall be subject to, a perpetual easement to use the Common Elements of the Building other than those portions which comprise Residential Limited Common Elements for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communication equipment and similar equipment on the roofs and facade of the Building and elsewhere on the Common Elements and within the conduits and other facilities relating thereto and (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes. The aforementioned easements shall be perpetual notwithstanding whether Sponsor controls any Board or owns any Unit in the Building and may be used by Sponsor for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Sponsor or any purpose permitted by Law. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor for the installation, operation, maintenance or use of the aforesaid easements or equipment or any other amounts derived by Sponsor in connection therewith. Any satellite dishes or other facilities placed upon the roof or facade of the Building or elsewhere on the Common Elements by Sponsor or its designee, assignee, tenant, licensee or other transferee shall be the exclusive property of Sponsor, its designee, assignee, tenant, licensee or other transferee, as the case may be, and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto. Please refer to the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Boards of Managers" under the subsection entitled "Easements" for further details.

37. 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 equal to one (1) month of Common Charges for the Unit being purchased). Therefore, 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 are sufficient Working Capital or other funds available. As the Building will be newly built, the Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements; however, no assurance or guaranty is given that such needs shall not arise in the future. Please refer to the Section of the Plan entitled "Working Capital Fund and Apportionments" in Part I of the Plan for further details.

38. Under the Lease, the Condominium must provide and keep in force certain types of insurance coverage in the amounts prescribed in the Lease and such other insurance in such amounts as may from time to time be reasonably required by Landlord against such other insurable hazards as at the time are commonly insured against by prudent owners of like buildings and improvements and with respect to terrorism and war risks, such insurance to be written on an agreed amount basis, as set forth in the Lease. Purchasers should note that the insurance coverage maintained on behalf of the Condominium does not cover the individual Units or any Unit or any property contained in a Unit. Pursuant to the By-Laws, each Residential Unit Owner will, at the Residential 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 or any Limited Common Element appurtenant thereto, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property plus at least $2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof or any Limited Common Element appurtenant thereto (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage as well as personal property). The limits of liability and other requirements with respect to the Unit Owner's insurance may be modified by the Condominium Board from time to time. Please refer to the Sections of the Plan entitled "Summary of the Lease" and "Rights and Obligations of Unit Owners and The Boards of Managers" in Part I of the Plan for more details.

39. While Unsold Residential Units are being constructed and 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. Sponsor and the owner of any Unsold Residential Unit reserve the right, without prior notice or amendment to the Plan, to use the Commercial Units, Common Elements and Unsold Residential Units on any floor of the Building as sales and rental offices and model apartments for the Building and any other building in which Sponsor or principals of Sponsor have an interest. Accordingly, Unit Owners are advised there may be pedestrian traffic and/or wear and tear on the elevators, lobbies and other Common Elements as a result of the use thereof. No representation or warranty is made and no assurance is given as to when such construction, selling or leasing activity will terminate. Neither Sponsor or its designee 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, Commercial Section's or the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the gross negligence of Sponsor or its designees, the Managing Agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Residential Section, the Commercial Section and of the Condominium will prevent personal injury or damage to or loss of personal property. Please refer to the Sections of the Plan entitled "Rights and Obligations of Sponsor" and "Description of Property and Improvements" under the subsection entitled "General" in Part I of the Plan for further details.

40. Sponsor makes no representations or warranties regarding building construction in the area of the Condominium or whether the existing structures in the area will remain.

Accordingly, the views from Units at the Building may be obstructed and/or adversely impacted. Purchasers are advised that adjacent parcels or buildings (including, but not limited to parcels, developments or buildings on the east side of Route 9A, also known as the West Side Highway), may be further developed and such development could adversely impact upon the views from a Unit. Purchasers are advised that Site 2B, (as designated by BPCA), ("Site 2B") located across from the Property may be the future site of a women's museum. Route 9A (West Side Highway) which is located immediately east of the Property, is currently under construction. Current plans of the State of New York, Department of Transportation include, among other things, the creation of a pedestrian promenade between Little West Street and Route 9A. The pedestrian promenade would be adjacent to the Property. Purchasers are advised that there may be increased pedestrian traffic near the Condominium and/or ongoing construction as a result of the construction of the pedestrian promenade. No representation or warranty is made and no assurance is given as to whether such pedestrian promenade will be constructed and/or when such construction will commence or terminate. In addition, Purchasers are advised that construction is underway at the former site of the World Trade Center which will take several years to complete and other adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Unit. Please refer to the Section of the Plan entitled "General" in Part I of the Plan for further details.

41. The By-Laws provide that each Unit and all portions of the Common Elements will 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 to the extent same will cause damage to the Building) by the Unit Owner or appropriate Board, whichever is responsible for the maintenance thereof. In the event a Unit Owner fails to keep such Unit Owner's Unit in such condition, the appropriate 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 subsection entitled "Rights of Access" in the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" in Part I of the Plan for further details). Each Unit Owner will be obligated to heat and cool such Unit Owner's Unit so as to maintain the appropriate temperature in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units, including, without limitation, freezing pipes and damage to the wood floors and moldings. Purchasers should note that, as with all wood products (including without limitation, wood furniture, cabinetry, floors and molding) wide variations of temperature and humidity can lead to shrinkage and expansion of the wood which in turn may cause damage to any such wood product. The wood floors are pre-engineered 5/16 inch wood veneer on wood substrate and can be sanded twice before being replaced.

42. All references in the Plan to "floors" are "marketing" designations and not the designation given to the floors on the plans submitted to the New York City Department of Buildings. There is no floor in the Building that will be designated as Floor 2 or 13. Please refer to the "Description of Property" set forth in Part II of the Plan for further details.

43. If Purchaser obtains a mortgage loan for the purchase of the Unit (the "Purchase Money Mortgage"), the Purchaser will pay to 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). Alternatively, Sponsor may require, in

its sole discretion, that a Purchaser who is financing the purchase of a Unit with a Purchase Money Mortgage, must cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchase Money Mortgage as determined by Sponsor. Upon such assignment, that portion of the Purchase Money Mortgage assigned by Sponsor, will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor shall be solely entitled to the benefits of such exemption and accordingly, Purchaser must pay to Sponsor an amount equal to the mortgage recording tax which would have otherwise been due in connection with the recording of the Purchase Money Mortgage. Please refer to the Section entitled "Closing Costs and Adjustments" in Part I of the Plan for further details.

44. The By-Laws provide that the Residential Board has the right, but not the obligations to require, that before any Residential Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, may occur or be valid or effective, certain additional conditions be satisfied. Specifically, the Residential Board may require that the potential grantee enter into an agreement with the Residential Board, on terms acceptable to the Residential Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Residential Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Residential Board shall elect, and (iii) permits execution and enforcement of any judgment obtained by the Residential Board. The foregoing provisions do not apply to sales of Unsold Units. Please refer to the "By-Laws" set forth in Part II of the Plan for further details.

45. It is the responsibility of each Residential Unit Owner to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. It is the responsibility of each Residential Unit Owner to ensure that all operable windows opening into the Residential Unit comply with all applicable laws relating to window guards and, if necessary, install, operate and Maintain, at the Residential Unit Owner's expense, any additional equipment required by applicable Law in effect from time to time. Sponsor makes no representation, warranty or assurance whether Residential Unit Owners will comply with the foregoing obligations. Please refer to the Section

of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" in Part I of the Plan for further details.

46. As more particularly set forth in the Description of Property in Part II of the Plan, the Residential Section of the Building will be built to comply with applicable handicap accessible laws. Please refer to the Description of Property in Part II of the Plan for further details.

47. It is anticipated that electricity for the Building will be purchased from an electric service company and delivered by Consolidated Edison Company or such other utility company providing electricity to the Building. Sponsor has made application to the New York Public Service Commission for approval to submeter the electrical consumption of each of the Residential Units. Accordingly, the Building will be equipped with a master electric meter with computerized sub-meters for each Residential Unit. It is anticipated that the Residential Board will receive a single invoice from the electric utility provider reflecting all electricity consumption measured by the master meter, which includes individual Residential Unit usage, Residential Common Element usage, General Common Element usage and cooling tower usage. The Residential Board will pay this electricity bill to the utility company. The Residential Board anticipates engaging an independent company to read the submeters and process separate invoices for each Residential Unit, based on the usage reflected on the submeter for that Unit. The cost for engaging an independent company will be borne by all Residential Unit Owners as a Residential Common Expense. Each Residential Unit Owner will receive a monthly invoice for electricity consumed in the Unit which the Unit Owner shall be required to pay directly to the Residential Board in the same manner as Common Charges. The Residential Board will have the same rights and remedies respecting a Unit Owner's failure to pay electricity charges as the Board has for non-payment of Common Charges as set forth in the By-Laws. The By-Laws include a grievance and dispute resolution procedure if a Residential Unit Owner has a question or objection to electric submetered charges. The electricity consumed by each of the Commercial Units will be separately metered and paid for by such Unit Owners directly to the utility company providing electricity to such Unit. Please refer to "Offering Of Units for Sale", "Schedule B- Projected Budget for First Year of Condominium Operation", "Schedule B-1 – Projected Energy Costs" in Part I of the Plan and the "Description of Property" in Part II of the Plan for further details.

48. The Condominium is designed to be a "green" Building, which means that the Building will be constructed with certain mechanical systems and building materials that are designed to meet elevated standards for energy efficiency, air quality and sustainability in accordance with the Design Guidelines set forth in the Lease and the "Environmental Guidelines" promulgated by BPCA dated August 2004, as the same may be thereafter amended in accordance with the provisions of the Lease, a copy of which is set forth as Exhibit 20 in Part II of the Plan (collectively, hereinafter the "Green Requirements"). As part of the Green Requirements, the Building will be equipped with a water treatment facility located in the Cellar which will treat a portion of the Building's sewage by using membrane filtration ozone and ultraviolet light treatment to disinfect water. It is intended that the treated and disinfected reclaimed water will be utilized in toilets and cooling tower make-up in accordance with the Green Requirements. Purchasers should note that such water is not drinkable and can be harmful to the health of people and pets if consumed. Purchasers are advised that the cost of operating

and maintaining the Condominium in accordance with the Green Requirements may be higher for this Building than conventional condominium buildings in New York City and may directly impact Common Charges payable by each Unit Owner based upon the Units percentage interest in the Common Elements. Please refer to the "Schedule B- Projected Budget for First Year of Condominium Operation" in Part I of the Plan and the "Description of Property" and "BPCA Environmental Guidelines" in Part II of the Plan for further details with respect to the Green Requirements.

49. No representation is made by Sponsor as to the accurateness of illustrations and artist renderings of the Building or any of its features and amenities. Illustrations and artist renderings are artist interpretations of the Building and they may not accurately depict the Building, its features and amenities as actually built, furnished, equipped or decorated.

50. For so long as Sponsor owns any Units in the Building only Sponsor shall have the right to change the name of the Condominium, the Residential Section and/or the Building, and such right may be exercised by Sponsor at any time without the vote or consent of any Board or Unit Owner. Please refer to the "Declaration" set forth in Part II of the Plan for further details.

51. Sponsor shall not be responsible for obstructed and/or adversely impacted views from Residential Units located on the lower floors of the Building due to trees, landscaping, lamp posts, fencing or other objects erected or situated at the street level. Purchasers should note that due to the unique shape of the Building, certain Residential Units may face upon other Residential Units and skylights may radiate light. In addition, Residential Units on the interior court of the Building will have a comprised view.

52. Subsequent to the date of the First Closing, the Condominium Board shall be obligated to indemnify the Landlord, and the State of New York and its agents, directors, officers and employees (collectively, the "Indemnitees") against all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses including reasonable engineers', architects' and attorney's fees and disbursements that arise out of certain matters set forth in the Lease except to the extent that the same shall have been caused by the negligence or wrongful act of the Indemnitees. Please refer to the "Summary of the Lease" set forth in Part I of the Plan under the subsection entitled "Miscellaneous" for further details.

53. New York City requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums. Sponsor intends to provide carbon monoxide detector(s) in each Unit in accordance with New York City Local Law 7 of 2004. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detector(s) in good repair and to replace any carbon monoxide detector(s) stolen, removed, found missing or rendered inoperable. Sponsor makes no representations, warranty or assurance whether Unit Owners will comply with the foregoing obligations. Please refer to the Section of the Plan entitled "Description of the Property and Improvements" subsection "Residential Units") in Part I of the Plan for further details.

54. Residential Unit Floor Plans and Commercial Unit Floor Plans depicting layouts of the Residential Units and the Commercial Units appear in Part II of the Plan. Purchasers

should note that the square footage of each Unit as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Dimensions listed are based on measurements from the exterior side of exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and partitions separating a Unit from other Units, and to the exterior side of the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. 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 floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above. Floor area may include columns, mechanical pipes shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available or useable floor area. The clearance between the top of the concrete floor slab and the bottom of the finish ceiling in the Units will vary among the Units and/or the rooms within the Units, and certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of construction and/or structural elements, beams and/or mechanical spaces in such Units. Kitchens, bathrooms and hallways typically have dropped ceilings. Please refer to the Footnotes to Schedule A in Part I of the Plan and the "Description of Property" in Part II of the Plan for further details.

55. Purchasers should note that the Agreement pursuant to which they will purchase the Unit is sometimes referred to as an "option agreement." This characterization is consistent with Sponsor's intention to treat the Agreement for purposes of applicable provisions of the Internal Revenue Code as similar to an option. If this characterization is respected, the Sponsor will be able to account for the sale of the Units for federal income tax purposes in the same manner as it would be able to account for such sale if the Unit had constituted a separate townhouse or other separate dwelling. Purchaser is not receiving any "options" and if the Purchaser does not close on the Agreement, Purchaser will forfeit Purchaser's Deposit as liquidated damages. Purchasers should note that Sponsor's characterization of the Agreement is not binding on the Internal Revenue Service ("IRS") which may challenge such characterization. However, even if the IRS was to successfully challenge Sponsor's tax characterization of the Agreement and the Deposit, as described above, there will be no adverse tax or other consequences to the Purchaser. Sponsor cannot compel specific performance as a remedy against the Purchaser. Sponsor is bound, however, to sell to a Purchaser that elects to perform all of Purchaser's obligations under the Agreement and specific performance is a remedy available to Purchaser in the event of a Sponsor default under the Agreement.

56. One of the Commercial Units will initially be utilized as a transient garage containing approximately fifty (50) parking spaces which may be operated up to twenty-four (24) hours a day. Sponsor has applied for a special permit to increase the parking spaces in the Garage Unit to up to one hundred twenty (120) parking spaces. It is anticipated that the garage will be available for use up to 24 hours a day. The garage will be operated in compliance with Multiple Dwelling Law §60. Multiple Dwelling Law §60 provides in relevant part that parking spaces within a building be first made available to occupants of the building. It is anticipated that the garage will be operated by a parking garage operator who may or may not be affiliated with Sponsor. The operator will determine and collect charges based upon market rates and will

establish such rules and regulations governing the availability and priority of spaces and the general operation of the garage as such operator may deem appropriate. Neither the Condominium Board nor the Residential Board may adopt any rules or regulations or amend the Declaration or By-Laws in any manner which would affect the operation of the garage. Please refer to the Section of the Plan entitled "Commercial Units" for further details.

57. The foregoing Special Risks are reasonably believed by Sponsor to involve significant risks to Purchasers or be reasonably likely to affect disproportionately or unusually the Common Charges or obligations of Commercial Unit Owners and Residential Unit Owners in future years of Condominium operation. However the foregoing does not reflect all of the material terms of the offering, which are set forth in detail in the Plan, certain of which may be deemed by some Purchasers and not others to involve significant risks. Therefore all Purchasers should carefully review the entire Plan for complete disclosure of the terms before deciding whether or not to purchase a Unit. Please refer to Part I and Part II of the Plan for further details with the respect to the foregoing Special Risks.

INTRODUCTION

Battery Place Green, LLC, a New York limited liability company ("Sponsor"), hereby presents this offering plan (the "Plan") for the conversion to condominium ownership of the land (the "Land") together with the building erected thereon known as and having a street address of 70 Little West Street, New York, New York 10280, (the "Building") containing 251 Residential Units (the "Residential Units"), 126 Storage Bins (the "Storage Bins") and five (5) Commercial Units (the "Commercial Units"). The Land and the Building are collectively referred to herein as the "Property." The Property is located within Battery Park City, as more fully described in the Section of the Plan entitled "Battery Park City Authority and the Project Area." The condominium will be known as "The Visionaire" and is herein called the "Condominium" in the Plan.

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of 250 Residential Units on Floors 3 through Penthouse 2 of the Building and 4 Commercial Units on portions of the Cellar through First Floor to Purchasers. Unit 3B will be sold by Sponsor to the Condominium Board to be used as the Resident Manager's apartment. There are no floors in the Building that will be designated as Floor 2 or 13. Sponsor reserves the right to divide or combine the Commercial Units without amendment to the Plan. 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, 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. Copies of the Plan and the exhibits will be available for inspection by prospective Purchasers without charge at Sponsor's office and for inspection and copying at reasonable fees at the offices of the Department of Law and may be borrowed from Sponsor upon payment of a one hundred and fifty ($150) dollar deposit, which amount will be fully refunded upon either (i) the prompt return of all borrowed materials in good condition or (ii) the execution by the prospective Purchaser of an Agreement subsequently accepted by Sponsor. All of these documents are important and should be carefully read by prospective purchasers. 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 or about July 12, 2005, Sponsor was designated by the Battery Park City Authority ("BPCA") as the developer of a mixed-use leasehold condominium in the area known as "Battery Park City." In furtherance thereof, Sponsor entered into a ground lease (the "Lease") with BPCA, dated as of August 17, 2006. Please refer to the Sections of the Plan entitled "Battery Park City Authority and the Project Area" and "Summary of the Lease" for a further description of BPCA, Battery Park City and the terms of the Lease. Sponsor will submit its leasehold estate in the Property to a condominium regime by filing the Declaration.

As more particularly described herein, the Building will have 33 above grade stories and will include (a) General Common Elements, (b) a Residential Section containing the Residential Units, the Residential Common Elements and the Residential Limited Common Elements and (c) the Commercial Section containing the Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements.

There will be available to occupants of the Residential Section, certain luxury apartment type services, including, but not limited to, 24-hour concierge service, automatic elevators, cable television service and communication facilities. Sponsor does not warrant or guarantee that all of the foregoing services will be available until the earlier to occur of the closings of title to fifty (50%) percent of the Residential Units or the second anniversary of the First Closing. Please refer to the Section of the Plan entitled "Services and Facilities" for further details.

Subject to the rights of the Commercial Unit Owners to further subdivide or combine the Commercial Units, the Commercial Section will initially include five (5) Commercial Units: one (1) unit located on portions of the Cellar and First Floors of the Building which is initially intended to include approximately 50 parking spaces (the "Garage Unit"), one (1) unit located on the Cellar Floor of the Building (the "Storage Unit"), two (2) units located on a portion of the First Floor of the Building (each a "Retail Unit" and collectively the "Retail Units") and one (1) unit located on a portion of the Cellar Floor through Sixth Floor of the Building to be conveyed to BPCA pursuant to the provisions of the Lease (the "BPCA Unit"). Sponsor has applied for a special permit to increase the parking spaces in the Garage Unit to up to one hundred twenty (120) parking spaces. It is anticipated that the garage will be available for use up to 24 hours a day and will have access to the lobby via elevator and stairs. The garage will be operated in compliance with Multiple Dwelling Law §60. Multiple Dwelling Law §60 provides in relevant part that parking spaces within a building be first made available to occupants of the building. Sponsor anticipates combining certain of the Commercial Units with the Garage Unit provided the special permit to increase the number of parking spaces is granted, although, Sponsor is under no obligation to do so. The Commercial Units may include retail stores, commercial and professional offices, a garage, restaurants, banks, storage space (including storage of equipment, supplies, gardening chemicals and materials), workshops and any other legal uses.

Features of Condominium Ownership

The Condominium will be organized pursuant to the relevant provisions of Article 9-B of the Real Property Law of the State of New York ("RPL"), as amended, commonly known, and hereinafter referred to as the "Condominium Act." The Property will become a "qualified

leasehold condominium" pursuant to the provisions of the Condominium Act by Sponsor's recording of the Declaration in the City Register's Office. As more particularly set forth in the Condominium Act, "qualified leasehold condominium" is defined as a leasehold interest in real property intended to be used for either residential purposes, commercial purposes, industrial purposes or any combination of such purposes, together with any fee simple absolute or leasehold interest in the buildings and all other improvements which have been or at any time hereafter may be erected upon such real property, which has been submitted to the provisions of the Condominium Act, provided that the Battery Park City Authority is, on the date of the recording of the declaration, the holder of the tenant's interest in such leasehold interest. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is sold or conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

As more particularly described in this Plan, Sponsor is offering ownership in a "qualified leasehold condominium" (hereinafter, "leasehold condominium"). The ownership of a leasehold condominium unit is similar in many respects to the ownership of a private home, although there are many important differences. Each Residential Unit Owner owns title to the Residential Unit which is a leasehold condominium unit, and is entitled to the exclusive possession thereof and the exclusive use of the Residential Limited Common Elements, if any appurtenant to such Residential Unit Owner's Unit. A Residential Unit Owner also owns, in common with the owners of all other Residential Units, an undivided leasehold interest in (and right to use) the Residential Common Elements, and, in common with the owners of all other Units, an undivided leasehold interest in (and right to use) the General Common Elements. Please refer to the Sections of the Plan entitled "Special Risks" and "Summary of the Lease" under the Subsection entitled "Term" for a discussion of the term of the Lease and the consequences of the termination thereof.

Purchasers are advised that ownership in a "qualified leasehold condominium" is different in many important respects than ownership in the typical condominium in New York. A condominium is generally an estate in real property consisting of an undivided interest in a portion of a parcel of real property together with a separate fee simple interest in another portion of the same parcel. Specifically, condominium ownership is a merger of two estates in land into one: the fee simple ownership of a unit in a condominium and a tenancy in common with the other co-owners of the condominium in the common elements of the condominium. Purchasers are advised the main, but not exclusive difference in this Condominium is that Purchasers' are buying an interest in a "qualified leasehold condominium" where the leasehold estate being purchased in this Condominium will terminate on a future date and unless the Condominium Board negotiates an extension or new lease with the holder of fee title to the Land and Building or the landlord under the Master Lease or an acquisition of the fee interest, the Unit Owners will be required at such time (but no sooner than June 17, 2069 in the absence of a default under the Lease terms), to surrender their ownership interests and possession of the Units and the Property. EACH PURCHASER SHOULD CONSULT WITH SUCH PURCHASER'S OWN COUNSEL AS TO THE CONSEQUENCES OF LEASEHOLD OWNERSHIP UNDER THIS PLAN.

Certain Residential Unit Owners have exclusive use of Terraces appurtenant to their Residential Units, and such Unit Owners are responsible for all normal Maintenance, 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) shall be charged to all Residential Unit Owners as a Residential Common Expense. Residential Units that have a Terrace appurtenant to them are designated in Schedule A in Part I of the Plan and the Terraces appurtenant to Residential Units are shown on the Residential Unit Floor Plans included in Part II of the Plan. The type, size 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. Terraces cannot be altered or enclosed without the consent of the Condominium Board.

Subject to certain conditions contained in the By-Laws and the Lease, each Residential Unit Owner may mortgage such Unit Owner's Residential Unit(s) with such lender and in such amount as the Unit Owner chooses. However, Sponsor makes no representations about the financiability of any Residential Unit. Any mortgagee making a mortgage secured by a Unit will be required to enter into a recognition agreement with the Condominium Board, the Purchaser and BPCA, as required by BPCA, acknowledging and agreeing to the terms of the Lease and agreeing to subordinate the lien of the mortgage as more fully described in the Section of the Plan entitled "Summary of the Lease" under the Subsection entitled "Sale and Mortgaging of Units." 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 such Unit Owner's Residential Unit in any way desired except as otherwise provided herein, subject to compliance with the By-Laws, the Rules and Regulations and Law, and will be solely responsible for the cost of Maintenance and interior repairs to such Unit Owner's Residential Unit after Closing. The Residential Board may not limit or restrict the rights of the Commercial Unit Owner to decorate the Commercial Unit.

Each Unit will eventually be separately assessed and taxed as a separate tax lot for PILOT purposes, and no Unit Owner will be responsible for the payment of, nor will such Unit Owner's Unit be subjected to any lien arising from the non-payment of, PILOT on other Units. Please refer to the opinion of Stroock & Stroock & Lavan LLP, counsel to Sponsor, set forth in full in Part I of the Plan, for a discussion regarding the deductibility for federal, New York State and New York City income tax purposes, of PILOT and the interest paid on a mortgage, if any, on a Residential Unit.

With certain exceptions (for example, Sponsor and the owner of any Unsold Units are not required to give the Residential Board a right of first refusal with respect to any Unsold Units), any sale or lease of a Residential Unit, will be subject to a right by the Residential Board, acting for all Residential Owners, 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 agreed to by the owner of such Residential Unit and the proposed transferee. Other than exercising its right of first refusal, the Residential Board has no right to approve or disapprove purchasers and the By-Laws contain no requirement that such Purchasers be owner occupants of the Condominium. Accordingly, there may always be a substantial percentage of owners who are non-residents. The Commercial Unit Owners may 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 and subject only to those

restrictions set forth in the Lease, as same may be amended from time to time. For a more complete discussion of the foregoing, please refer to the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the subsection entitled "Sales and Leases of Units" and the Section entitled "Summary of the Lease."

The Residential Board will be responsible for deciding all matters solely concerning the Residential Section. Residential Unit Owners will have the right to vote for members of the Residential Board. The Commercial Board will be responsible for deciding all matters solely concerning the Commercial Section. Matters affecting both the Residential Section and the Commercial Section or affecting the General Common Elements will be decided by the Condominium Board, which shall be comprised of representatives of the Residential Board and of the Commercial Board. Sponsor will control the Condominium Board and the Residential Board during the Sponsor Control Period. Please refer to the Sections of the Plan entitled "Control by Sponsor" and "Boards of Managers" in Part I of the Plan for further details.

The Property will become a "qualified leasehold condominium" pursuant to the provisions of the Condominium Act by Sponsor's recording of the Declaration in the City Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is sold or conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

Sponsor currently intends to sell the Units under the terms of the Plan. However, under the terms of this Plan, Sponsor has reserved the unconditional right to rent or lease any Unsold Commercial Units or the Unsold Residential Units prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion or to use or offer the Unsold Commercial Units and the Unsold Residential Units for any lawful purpose. Except where otherwise prohibited by Law, certain Residential Units may be occupied under short term leases. Short term basis means having a term in excess of thirty (30) days and no longer than one year. Accordingly, residents of the Condominium may be comprised of both Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of residents in the Building may not be Residential Unit Owners. As a consequence of the foregoing, a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners have no investment in the Residential Units they occupy and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities, and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be operated and managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.

The Rent payable under the Lease is a Common Expense of the Condominium. That portion of the Rent which constitutes Non-Residential Percentage Rent will be payable solely by the Sponsor until such time as Sponsor no longer owns the Garage Unit, the Storage Unit and

the Retail Units or by the Condominium Board in the event the Garage Unit, the Storage Unit or any Retail Unit is purchased by the Condominium Board. Upon the sale of the Garage Unit, the Storage Unit and the Retail Units by Sponsor to one or more Purchasers, other than the Condominium Board, the obligation under the Lease to pay Non-Residential Percentage Rent shall terminate and be of no further force or effect. Sponsor does not intend to sell any of the Commercial Units to the Condominium Board. That portion of the Rent which constitutes Proportionate Rent shall be payable by the Unit Owners other than the owner of the BPCA Unit. The Lease provides that the Condominium will also be responsible for operating and maintaining the Tenant's Civic Facilities. Please refer to the Section of the Plan entitled "Summary of the Lease" and Schedule B - "Projected Budget for First Year of Condominium Operation," for further details.

From and after the First Closing, the Condominium Board becomes the tenant under the Lease responsible for complying with all of the terms and conditions thereof. Except as provided in the Declaration, By-Laws or the Lease, the Residential Board will be responsible for deciding all matters solely concerning the Residential Section. The Commercial Board will be responsible for deciding all matters solely concerning the Commercial Section. Matters affecting both the Residential Section and the Commercial Section or affecting the General Common Elements, including without limitation, determinations regarding compliance with the terms of the Lease, the exterior façade or the appearance of the Building, will be decided by the Condominium Board, which shall be comprised of representatives of the Residential Board and of the Commercial Board. Sponsor will control the Commercial Board and the Residential Board for so long as Sponsor's designees receive a majority of the total votes cast at such meeting or until the expiration of five (5) years from the First Closing, which ever is later. Please refer to the Section of entitled "Control by Sponsor" in Part I of the Plan for further details.

As more particularly set forth in the By-Laws, the Condominium Board will determine the amount of General Common Expenses including the amount of the Proportionate Rent due from each Unit Owner (other than the owner of the BPCA Unit) to satisfy the obligation of such Unit Owners to pay Proportionate Rent under the Lease. The Residential Board will determine the amount of Residential Common Expenses and the Commercial Board will determine the amount of Commercial Common Expenses. Notwithstanding, anything in this Plan, including without limitation, the Declaration and By-Laws to the contrary, the owner of the BPCA Unit will not be responsible for the payment of Common Charges to any Board or otherwise. The Proportionate Rent (which is included in the Common Charges payable by each Unit Owner other than the Unit Owner of the BPCA Unit) includes with respect to any Unit (i) the Base Rent multiplied by the Proportionate Common Interest (as hereinafter defined) of such Unit, (ii) such Unit's Proportionate Common Interest multiplied by the Civic Facilities Payment payable with respect to the Property, (iii) the PILOT under the Lease attributable to or assessed against such Unit, (iv) the Default Costs attributable to or assessed against such Unit Owner; and (v) Landlord's Condominium Costs to the extent required to be included in the Proportionate Rent pursuant to the Lease. The Common Charges payable by the Commercial Unit Owners, also include the Commercial Units allocable share of General Common Expenses as more particularly described below. Please refer to the Section of the Plan entitled "Summary of the Lease" under the Subsection entitled "Base Rent and Rent" for further details regarding the Rent due and payable under the Lease. On a monthly basis or at such other times as the Residential Board determines, the Residential Board will assess Residential Unit Owners for Residential Common

Charges to meet Residential Common Expenses and the Residential Board's pro rata share of General Common Charges (including without limitation the Proportionate Rent attributable to the Residential Units). Residential Common Expenses will be allocated against Residential Unit Owners in proportion to their respective Residential Common Interests except as otherwise determined by the Condominium Board or the Residential Board in accordance with the Condominium Act, Sections 339-(i) and (m). After the Units have been separately assessed by the Real Property Assessment Department of the Department of Finance of The City of New York ("DOF"), each Unit Owner will pay, as part of such Unit Owner's Common Charges, PILOT in an amount which is the greater of the amount determined by multiplying the assessed valuation of such Owner's Unit (as determined by DOF) by the tax rate then in effect or the Minimum PILOT (as hereinafter defined) for individual condominium units.

Generally, the cost of operating the Residential Common Elements will be borne by the Residential Unit Owners in proportion to their respective Residential Common Interests and the cost of operating the Commercial Units will be borne by the Commercial Unit Owners in proportion to their Commercial Common Interests except that the owner of the BPCA Unit will have no obligation to pay any Common Charges to any Board. 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 Commercial Units and the Commercial 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 Residential Section. The costs and expenses of operating and maintaining the General Common Elements, will generally be shared by all Unit Owners (excluding the Owner of the BPCA Unit) in accordance with their Proportionate 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 accordance with the terms of the By-Laws. The Condominium Board, the Commercial Board and the Residential Board, as the case may be, may make allocations of General Common Expenses, Commercial Common Expenses and Residential Common Expenses in accordance with metering or submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with Law. The Condominium Board can not change the method of allocation of Common Expenses or increase the number of building employees servicing the Commercial Units as set forth in Schedule B, without the consent of the Commercial Unit Owners.

For a period of four years from the First Closing (the "Discount Term"), Sponsor has agreed to reduce the Residential Common Charges payable by each Residential Unit Owner by contributing the aggregate sum of $7,000,000.00 (the "Discount"). Sponsor's obligation to pay the Discount is not secured by any bond or other security. The Discount shall be paid monthly to the Condominium Board for the benefit of all Residential Units in the following amounts:

Year 1	- $ 3,150,000 per annum
Year 2	- $ 2,800,000 per annum
Year 3	- $ 700,000 per annum
Year 4	- $ 350,000 per annum

No portion of the "Discount" shall be deemed to apply to the PILOT allocable to each Residential Unit. The Discount shall be paid in equal monthly installments by Sponsor except that the first and last payment shall be prorated on the basis of the day of the month in which the

First Closing occurs. The Residential Common Charges due from each Residential Unit Owner during the first year of Condominium operation, after receipt of the monthly payment of the Discount is set forth on the Schedule A. If a Residential Unit Owner sells such Unit Owner's Residential Unit during the Discount Term the purchaser thereof shall be entitled to the benefits of the Discount for the balance of the Discount Term. Each Residential Unit Owner will receive a monthly credit against the Residential Common Charges otherwise due during the Discount Term.

As set forth in Schedule B - "Projected Budget for First Year of Condominium Operation" the Commercial Unit Owners (excluding the Unit Owner of the BPCA Unit) share the costs for certain expenses based upon their respective Common Interests and bear the cost of other expenses based upon estimated use. Other costs are not borne at all by the Commercial Unit Owners because such costs pertain to utilities and/or services that are either separately metered or submetered or not used by the Commercial Unit Owners or because such Unit is the BPCA Unit. Please refer to Schedule B and the Section of the Plan entitled "Commercial Units" for further details. Purchasers should note, however, that in view of the current energy situation, and the fact that energy costs have fluctuated greatly, it is not possible to predict with any certainty whether the budgeted amount for energy costs will be sufficient to pay for the actual costs incurred in the first year of Condominium operation.

The cost of improvements, repairs, replacements, alterations and additions to the Residential Common Elements, which are part of the Residential Common Expenses, will be determined by the Residential Board and assessed against all Residential Unit Owners in proportion to their respective Residential Common Interests. The cost of improvements, repairs, replacements, alterations and additions to the Commercial Common Elements, which will be a Commercial Common Expense and be determined by the Commercial Board and assessed against all Commercial Unit Owners (other than the BPCA Unit Owner) in proportion to their respective Commercial Common Interests. The Residential Board will be responsible for collecting all sums necessary to meet the obligations of the Residential Section including, without limitation, payment of its pro rata share of General Common Charges. The Commercial Board will be responsible for collecting all sums necessary to meet the obligations of the Commercial Section including, without limitation, payment of its pro rata share of General Common Charges. The estimated Common Charges for each Residential Unit and Commercial Unit for the first year of Condominium operation are set forth in Schedule A. In the event a Unit Owner fails to make payments of Residential Common Charges or Commercial Common Charges, as the case may be, the Residential Board or the Commercial Board, as the case may be, and the Condominium Board, shall each have a lien under RPL § 339-z against the Unit of the defaulting Unit Owner for collection of the unpaid amounts and related expenses. In addition, in the event that any Board fails to prosecute such liens, BPCA will have the right to pursue such remedies in the place and stead of any Board.

Upon the closing of title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to everything within the Unit including, without limitation, the surface of the sheetrock walls of such Unit, the wall coverings, flooring, interior non-load bearing walls, ceilings, moldings, appliances, fixtures, fan coil units, equipment, personal property, improvements and betterments situated within such Unit Owner's Unit, as well as liability insurance with respect to occurrences in or about such Unit Owner's 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. All Unit Owners must comply with the terms of the Declaration, By-Laws, Rules and Regulations, and any other requirement of the Condominium Board, the Residential Board and/or the Commercial Board, as the case may be. Please refer to 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 Units. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, which is permitted to take title to real property pursuant to New York Law. Sponsor anticipates that it may sell Residential Units to corporate or other business entities, which may use such Residential Units to house officers, directors, shareholders, members, principals, employees, clients and other individuals affiliated in some way with such business entities. Notwithstanding the foregoing, Sponsor is not obligated to offer or sell any Units and may, if it chooses, withhold one or more Units for future sale by amendment to the Plan. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of any of the Boards, any Unit Owner, or mortgagee, to refuse to approve and execute an Agreement for any Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other grounds proscribed by Law. No binding obligation will arise for the sale of a Unit unless and until an Agreement executed by both Purchaser and Sponsor, has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit 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.

Sponsor is financing the construction of the Building with Landesbank Hessen-Thüringen Girozentrale ("Helaba") as more particularly described in the Part I of the Plan in the Section entitled "Rights and Obligations of Sponsor in the Subsection entitled "Sponsor's Obligations with Respect to the Building." While Sponsor currently intends to sell all of the Units, Sponsor has reserved the unconditional right to stop marketing such Units and reserves the right to rent instead of selling the Units offered hereunder. Therefore, the Unit acquired by Purchaser may, as of the date of the Agreement, be occupied or may have been previously occupied. However, except as may otherwise be specifically agreed to in writing between Sponsor and Purchaser, said Unit will be conveyed at closing free and clear of all leases and tenancies. It is anticipated that the Construction Loan will permit Sponsor to rent rather than sell Units with Helaba's consent. However, with Helaba's consent, Sponsor can rent any Unsold Units. The Construction Loan does provide for minimum "release" prices as a condition to the Construction Lender releasing the lien of the Construction Loan from each Unit upon the sale thereof.

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

Ownership in a "leasehold condominium" differs in many significant respects from other forms of condominium ownership. Accordingly, Purchasers should read this Offering Plan carefully and consult with an attorney before signing any Agreement to purchase a Unit in this Condominium.

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.

DETERMINATION BY BATTERY PARK CITY AUTHORITY THAT THIS PLAN AND THE DECLARATION AND BY-LAWS OF THE CONDOMINIUM CONFORM TO THE PROVISIONS OF THE LEASE DOES NOT MEAN THAT BATTERY PARK CITY AUTHORITY HAS APPROVED THIS OFFERING.

EACH UNIT OWNER, INCLUDING EACH RESIDENTIAL UNIT OWNER, IS REQUIRED TO PAY, AS A PART OF SUCH UNIT OWNER'S COMMON CHARGES, PROPORTIONATE RENT WHICH IS DUE AND PAYABLE TO BATTERY PARK CITY AUTHORITY, AS LANDLORD UNDER THE LEASE. SUBMISSION OF THE SPONSOR'S LEASEHOLD ESTATE IN THE LAND AND THE BUILDING TO THE CONDOMINIUM FORM OF OWNERSHIP DOES NOT DIMINISH OR IMPAIR ANY OF LANDLORD'S RIGHTS AGAINST A UNIT OWNER WHO FAILS TO PAY SUCH UNIT OWNER'S PROPORTIONATE RENT OR OTHERWISE DEFAULTS UNDER ANY OF THE TERMS OR CONDITIONS OF THE LEASE OR THE CONDOMINIUM DOCUMENTS.

Offering of Units for Sale

Sponsor hereby offers 250 Residential Units and four (4) Commercial Units to Purchasers for sale under the Plan. Unit 3B is being sold by Sponsor to the Residential Board to be used as the residence for the Resident Manager. All Units offered for sale under the Plan are vacant. The purchase price for each of the Residential Units and Commercial Units offered under the Plan are listed in Schedule A entitled "Purchase Prices and Related Information for the Projected First Year of Condominium Operation." THESE PRICES HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY BATTERY PARK CITY AUTHORITY, THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL ENTITY.

The estimated monthly Common Charges for each Unit for the first year of operation of the Property as a Condominium are also set forth in Schedule A and each Residential Unit Owner will receive a credit against such Residential Common Charges in the form of Sponsor's Discount which will utilized to lower the monthly Residential Common Charges due from each Residential Unit Owner during the Discount Term as more particularly described above. Sponsor's obligation to Pay the Discount is not secured by any bond or other security.

Sponsor hereby offers Purchasers of Residential Units on a first come first serve basis the opportunity to purchase the right to use one of the 126 Storage bins (the "Storage Bins") located on the Cellar Floor in the Building. A Purchaser desiring to acquire the right to use a Storage Bin must execute the Storage Bin Rider to the Agreement as set forth in Part II of the Plan. The Storage Bin Rider provides that Sponsor shall sell and Purchaser shall purchase a license to use a Storage Bin simultaneously with the closing of title to the Residential Unit. The purchase price and maintenance fee for each Storage Bin is set forth on Schedule A in Part I of the Plan and is in addition to the purchase price and monthly Common Charges for the Residential Unit. **THESE PRICES HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY BATTERY PARK CITY AUTHORITY, THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL ENTITY. SPONSOR RESERVES THE RIGHT TO OFFER AS MANY STORAGE BIN LICENSES AS IT DETERMINES IN ITS SOLE DISCRETION.**

The Storage Bins will be constructed of metal mesh partitions and doors and will be generally measure approximately 3' x 4'x 5'. A default by a Purchaser under the Storage Bin Rider shall constitute a default under the Agreement for the Unit. Similarly, a default by Purchaser under any of the other terms of the Agreement shall also constitute a default under the Storage Bin Rider. Purchasers are advised that based upon the status and/or sequence of construction of the Building, the Storage Bins may not be available for use at the time of the closing of title to the Residential Unit, and a Purchaser will be required to close title to the Residential Unit and pay the balance of the purchase price for each of the Unit and the Storage Bin notwithstanding any delay in completion of the Storage Bins. If a Storage Bin is not completed at the time Purchaser is required to close title to the Residential Unit, the cost of the Storage Bin will be placed in escrow, to be delivered to Sponsor upon completion of said Storage Bin. Sponsor will obtain whatever Certificate of Occupancy, or temporary Certificate of Occupancy or other certificate or permit necessary to permit the utilization of the Storage Bins for the purposes described in this Plan. Sponsor will be obligated to construct the Building in accordance with applicable code, including such construction practices recommended to avoid such water infiltration. In the event that there is any water infiltration, Sponsor will amend the Plan to disclose all relevant facts. Residential Unit Owners who place items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Set forth in Part II of the Plan is the form of Storage Bin License to be executed by the Purchaser and the Residential Board at Closing.

The Storage Bin License may only be assigned by the storage bin licensee to a party simultaneously acquiring a Residential Unit or to another Residential Unit Owner. In the event a Storage Bin licensee elects to terminate a Storage Bin License or sells its Residential Unit and does not assign same to another Residential Unit Owner or a person acquiring a Residential Unit, the rights to the Storage Bin in question will devolve to the Residential Board which shall have the right to issue a new Storage Bin License to another Residential Unit Owner in its sole discretion. In addition, Residential Unit Owners can only lease their respective Storage Bin to other Residential Unit Owners in the Building after obtaining the consent of the Residential Board.

Sponsor reserves the right after conveyance of the last Unsold Residential Unit, to assign any Storage Bins which have not been licensed by Residential Unit Owners to the Residential

Board. Upon delivery of the assignment to the Residential Board, Sponsor shall be relieved of all further rights and obligations in connection with and the maintenance of the Storage Bins.

At Closing, each Purchaser of a Residential Unit will be required to make a contribution to the Working Capital Fund of the Residential Section. Such contribution, to be made at the time of Closing of the Residential Unit, shall be in an amount equal to one (1) month's Residential Common Charges in effect at the time of closing for each Residential Unit purchased. (See the Section entitled "Working Capital Fund and Apportionments").

Commercial Common Charges and Residential Common Charges include PILOT, which will be separately assessed against each Unit and payable to the Condominium Board by Unit Owners. In addition to the Common Charges, each Unit Owner will be responsible for the, interest and amortization payments on the mortgage, if any, which such Purchaser may, at such Purchaser's option, obtain, and charges for electricity consumed in such Unit Owner's Unit and the cost for telephone, cable, internet and similar services.

It is anticipated that electricity for the Building will be purchased from an electric service company and delivered by Consolidated Edison Company or such other utility company providing electricity to the Building. Sponsor has made application to the New York Public Service Commission for approval to submeter the electrical consumption of each of the Residential Units. Accordingly, the Building will be equipped with a master electric meter with computerized sub-meters for each Residential Unit. It is anticipated that the Residential Board will receive a single invoice from the electric utility provider reflecting all electricity consumption measured by the master meter, which includes individual Residential Unit usage, Residential Common Element usage, General Common Element usage and cooling tower usage. The Residential Board will pay this electricity bill to the utility company. The Residential Board anticipates engaging an independent company to read the submeters to coincide with the master meter reading cycle and to process separate invoices for each Residential Unit, based on the usage reflected on the submeter for that Unit. Electric submetered rates will be based on the rate charged to the Building (including all demand rate adjustments, fuel adjustments, taxes and other charges and adjustments included in the applicable invoice from the electric utility provider), plus an administrative fee related to the maintenance of the submetering system and the preparation and issuing of submetered electric bills. To establish the monthly rate for electricity to the Residential Unit Owners for the particular month, the total monthly electricity charge for such month (including all demand rate adjustments, fuel adjustments, taxes and other charges and adjustments included in the applicable bill), plus an administrative fee related to the maintenance of the submetering system and the preparation and issuing of submetered electric bills will be divided by the total monthly metered consumption (kWh) as measured by the Con Edison master meter. However, the By-Laws provide that in no event will electric charges exceed those currently in effect under Con Edison Service Classification 1 or such rate that may in the future be in effect for residential customers being billed directly by Con Edison. The cost for engaging an independent company will be borne by all Residential Unit Owners as a Residential Common Expense. Each Residential Unit Owner will receive a monthly invoice for electricity consumed in the Unit, the charges of which are equal to the average monthly rate (as described above) multiplied by the monthly consumption applicable to each Owner's Unit, plus the administration fee. The Residential Unit Owner shall be required to pay the monthly invoice directly to the Residential Board in the same manner as Common Charges. The Residential

Board will have the same rights and remedies respecting a Unit Owner's failure to pay electricity charges as the Board has for non-payment of Common Charges as set forth in the By-Laws. The By-Laws include a grievance and dispute resolution procedure if a Residential Unit Owner has a question or objection to electric submetered charges. The New York State Energy Research Development Authority may provide energy data in aggregate form to energy suppliers. The electricity consumed by each of the Commercial Units will be separately metered and paid for by such Unit Owners directly to the utility company providing electricity to such Unit.

Water 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 the Residential Common Charges. Gas, water and sewer provided to the Commercial Units will be separately metered or submetered. Schedule A sets forth estimates of the amounts of Common Charges which will be payable with respect to each Unit for the first year of operation of the Property as a Condominium. 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 or the Lease:

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

"Applicable Person" refers to any natural person or persons serving on any Board in the Condominium or any partnership, limited liability company, corporation, or any other form of business or legal association or entity retained by any Board in the Condominium to perform services in the Building, including without limitation the Managing Agent and its agents and employees.

"Base Rent" shall have the meaning set forth in the Lease as summarized in the Section of the Plan entitled "Summary of the Lease" under the Subsection entitled "Base Rent and Rent," as same may be amended from time to time.

"Board" or "Boards" refers to any one of, or any combination of, the Residential Board, the Commercial Board or the Condominium Board, as the case may be.

"BPCA" shall mean Battery Park City Authority, d/b/a Hugh L. Carey Battery Park City Authority and its successors and assigns.

"BPCA Requirements" shall mean those requirements and obligations set forth in the Lease, the Master Lease, the Master Development Plan and the Design Guidelines, as same may be amended from time to time, and such other requirements of BPCA as may be imposed upon the Property pursuant to the terms of the Lease, the Master Lease, the Master Development Plan and the Design Guidelines.

"BPCA Unit" refers to the Commercial Unit being transferred under the terms of the Lease to Battery Park City Authority.

"Building" refers to the structure and improvements including above and below grade segments, known as 70 Little West Street, New York, New York 10280 in which the Units of the Condominium will be located.

"By-Laws" refers to the By-Laws governing the operations of the Condominium, as same may be amended from time to time, 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 leasehold condominium title to a Unit is conveyed to a Purchaser pursuant to a fully executed Agreement, by the delivery to Purchaser of a Deed to the Unit upon payment by Purchaser of the balance of the purchase price and all other amounts payable by Purchaser under the Agreement.

"Closing Date" refers to the date on which Closing occurs.

"Commencement Date" refers to August 17, 2006.

"Commercial Board" refers to the board of managers representing the Commercial Unit Owners.

"Commercial Common Charges" refers to assessments payable to the Commercial Board by the Commercial Unit Owners (other than the Owner of the BPCA Unit) for the purpose of meeting (a) Commercial Common Expenses and (b) each Commercial Unit Owner's pro rata share of General Common Expenses, as more particularly defined in the Declaration.

"Commercial Common Elements" refers to those Common Elements, which serve or benefit exclusively the Commercial Units and/or the Commercial Unit Owners, as more particularly defined in the Declaration.

"Commercial Common Expenses" refers to the costs and expenses incurred or projected in connection with the Maintenance and operation of the Commercial Common Elements or the Commercial Limited Common Elements or in connection with any services or facilities exclusively benefiting the Commercial Section or the Commercial Unit Owners, as more particularly defined in the Declaration.

"Commercial Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Commercial Common Elements appertaining to each Commercial Unit (except the BPCA Unit) determined in accordance with the Declaration. The Commercial Common Interest is the basis of determining a Unit Owner's liability for a share of the Commercial Common Expenses.

"Commercial Limited Common Elements" refers to those Common Elements, which serve or benefit exclusively one or more but not all of the Commercial Units and/or the Commercial Unit Owners, as more particularly defined in the Declaration.

"Commercial Section" refers to all Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements, if any.

"Commercial Unit" refers to the individual Commercial Units located on the Cellar through Sixth Floor of the Building and designated as a Commercial Unit in the Declaration and Floor Plans, as same may be amended from time to time, and all such Commercial Units are collectively referred to as the "Commercial Units."

"Commercial Unit Owner" refers to any owner of a Commercial Unit and all such Owners are, collectively, referred to as "Commercial Unit Owners".

"Commercial Unit Owner Default" refers to a failure of any Commercial Unit Owner to pay the Proportionate Rent attributable to such Commercial Unit in accordance with the terms of the Lease, Declaration, By-Laws and Unit Deed.

"Common Charges" refers to the aggregate of General Common Charges and/or Residential Common Charges and/or Commercial Common Charges.

"Common Elements" refers to the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements, the Commercial Common Elements and the Commercial Limited Common Elements and excludes any item, component or part of the Property that is designated in the Declaration as part of a Unit. This definition does not apply to Sponsor's Limited Warranty and Construction Manager's Limited Warranty with respect to which, a separate and distinct definition is provided solely for purposes of each such Warranty.

"Common Expenses" refers to the General Common Expenses, the Commercial Common Expenses and the Residential Common Expenses.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the General Common Elements appertaining to each Unit determined in accordance with the Declaration.

"Condominium" refers to The Visionaire.

"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 9-B.

"Condominium Board" refers to the overall board of managers of the Condominium comprised of representatives of the Residential Board and of the Commercial Board.

"Condominium Covenants" refers to the terms, covenants and conditions that are required to be performed by Tenant under the Lease and the Condominium Documents. Condominium Covenants do not include the obligation of any Unit Owner after the First Closing, to pay Proportionate Rent as provided hereunder, or to complete the construction of the Building or of the Tenant's Civic Facilities or to perform any indemnification obligation in respect of construction obligations regarding the initial construction of the Building.

"Condominium Default" refers to the failure of any Board to perform or observe any of the Condominium Covenants which are the obligation of such Board to perform.

"Condominium Documents" refer to the Declaration, By-Laws, the Unit Deed and the Recognition Agreement as same may be amended from time to time.

"Construction Lender" refers to Landesbank Hessen-Thüringen Girozentrale ("Helaba"), individually and as agent for itself and any other lenders which participate in the financing to be used by Sponsor to construct the Building.

"Construction Loan" refers to the loans made by the Construction Lender for the construction of the Building.

"Construction Manager" refers to Turner Construction Company, the construction manager for the construction of the Building.

"Consumer Price Index" or "CPI" refers to the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York – Northern New Jersey – Long Island, NY-NJ-CT area, All Items (1982-84 = 100), or any successor or substitute index thereto, appropriately adjusted.

"CPI Adjustment" refers to the calculation by which a number ("$ X") is adjusted on the fifth (5th) anniversary of the Commencement Date of the Lease and on each fifth (5th) anniversary of the date on which an adjustment is made by adding to $ X an amount equal to the product of (i) $ X and (ii) the percent of increase if any, in the Consumer Price Index for the month in which the applicable anniversary date occurs over the CPI for the month in which the Commencement Date occurs.

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

"Default Costs" refers to any costs and expenses incurred by any Board or Landlord as the result of a Unit Owner default, including, without limitation, any tax obligations and any costs or expenses incurred in connection with any Legal Proceeding or incurred in a subsequent disposition of a Unit acquired by any Board or Landlord, or incurred otherwise in connection with the collection of Proportionate Rent (including, without limitation, reasonable attorneys' fees and disbursements) together with interest thereon at the involuntary rate. "Condominium Default Costs" mean Default Costs incurred by any Board. "Landlord Default Costs" mean Default Costs incurred by Landlord.

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

"Design Guidelines" refer to the Design Guidelines for the South Residential Neighborhood: Site 3 dated August 2004, and the Environmental Guidelines, as each may thereafter be amended, modified or supplemented in accordance with the provisions of the Lease.

"Environmental Guidelines" refers to The Hugh L. Carey Battery Park City Authority Residential Environmental Guidelines dated August 2004, promulgated by BPCA, as the same may thereafter be amended, modified or supplemented in accordance with the provisions of the Lease.

"Emergency" refers to any situation where the person taking the action, in its reasonable judgment, concludes that a particular action is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unforeseen and unforeseeable suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or Property.

"First Appraisal Date" refers to the twenty-fifth anniversary of the Commencement Date (August 17, 2031).

"First Closing," or words of similar import, refers to the first date upon which leasehold condominium title to a 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 Department of The City of New York and filed with the City Register's Office.

"General Common Charges" refers to assessments payable to the Condominium Board by the Residential Board and the Commercial Board for the purpose of meeting General Common Expenses, as more particularly defined in the Declaration.

"General Common Elements" refers to the Land and all parts of the Building, including its foundations, roofs and supports, other than the Units, the Residential Common Elements, the Residential Limited Common Elements, the Commercial Common Elements, and the Commercial Limited Common Elements as more particularly defined in the Declaration.

"General Common Expenses" refers to costs and expenses incurred or projected in connection with the Maintenance of the General Common Elements and the provision of services and facilities for all Unit Owners, as more particularly defined in the Declaration.

"Governmental Authority" or "Governmental Authorities" refers to the United States of America, the State of New York, New York City, BPCA and any agency, department, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, including any public or quasi-public authorities, now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

"Green Requirements" refers to the elevated standards for energy efficiency, air quality and sustainability in accordance with the Design Guidelines set forth in the Lease and the "Environmental Guidelines" dated August 2004, a copy of which is set forth as Exhibit 20 in Part II of the Plan, as each may thereafter be amended, modified or supplemented in accordance with the provisions of the Lease.

"Land" refers to the parcel of land described in Exhibit A to the Declaration.

"Landlord" refers to the landlord under the Lease which is BPCA as of the date of the Lease.

"Landlord's Condominium Costs" refers to all reasonable sums paid by Landlord and all reasonable costs and expenses incurred by Landlord, including without limitation, reasonable attorneys' fees and disbursements, in connection with its performance of any Condominium Covenant as well as any costs or expenses incurred in any replacement of a Board; including, without limitation, if a Board fails to provide insurance or to keep the same in force as required hereunder, the amount of the insurance premium or premiums not paid, the uninsured amount of any loss, damage and liability and the reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees and disbursements, suffered or incurred by reason of such failure to provide insurance; and interest on the above amounts from the respective dates of required payment to Landlord, in the case of amounts collected by such Board and payable to Landlord, or Landlord's making of each such payment or incurring of each such sum, cost, expense, loss or damage until the date of actual repayment to Landlord.

"Law or Laws" refers to laws and ordinances of any or all of the federal, state, city, county and borough governments and rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities, having jurisdiction over the Property, the Land, the Building, any Unit or any portion of any of the foregoing, any requirements or conditions of any licenses, permits, approvals or certificates issued by any of the foregoing, the direction of any public officer pursuant to law, and the requirements and conditions of any easement, covenant, restriction, condition or other encumbrance that is binding upon the Property or the applicable portion thereof, each as may be amended from time to time.

"Lease" refers to the Agreement of Lease entered into between Sponsor and BPCA for the lease of the Property and all amendments, modifications and supplements thereto.

"Lease Year" refers to the twelve-month period beginning on the earlier of the January 1 or July 1 first following the Commencement Date and each succeeding twelve-month period or portion thereof during the term to, but not including the First Appraisal Date, and, following the First Appraisal Date, the twelve month period beginning on such date and each succeeding twelve-month period or portion thereof during the term.

"Legal Proceeding" refers to any suit to recover a money judgment for unpaid Common Charges (including Proportionate Rent), including without limitation, any foreclosure of a lien provided under the Condominium Act; it being understood that Legal Proceedings may be maintained without foreclosing or waiving such lien.

"Limited Common Elements" refers to those portions of the Land and the Building, designated for the use of one or more but not all Units, as more particularly defined in the Declaration.

"Maintain" or "Maintenance" refers to the maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, improvement, decorating, painting, installation, alteration, addition, reconstruction, construction, demolition, restoration and replacement as and when necessary or desirable of any portion of the Building.

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

"Master Development Plan" refers to the 1979 Master Plan for BPCA, prepared by Alexander Cooper Associates, dated October, 1979, as amended by the Second Amendment to Restated Amended Lease dated June 15, 1983 and recorded on June 20, 1983 in the Office of the City Register, New York County, in Reel 696 at Page 432, as the same may be thereafter be amended, modified or supplemented in accordance with the provisions of the Lease.

"Master Lease" refers to that certain Restated Amended Agreement of Lease, made as of June 10, 1980, between BPC Development Corporation, as landlord, and BPCA, as tenant, a Memorandum of which was recorded on June 11, 1980 in the Office of the City Register, New York County in Reel 527 at page 163, as amended by First Amendment to Restated Amended Lease dated as of June 15, 1983 and recorded on June 20, 1983 in said Register's Office in Reel 696 at page 424, Second Amendment to Restated Amended Lease dated June 15, 1983 and

recorded on June 20, 1983 in said Register's Office in Reel 696 at page 432, Third Amendment to Restated Amended Lease dated as of August 15, 1986 and recorded on October 22, 1986 in said Register's Office in Reel 1133 at page 569, and Fourth Lease Amendment to Restated Amended Lease dated as of May 25, 1990 and recorded on May 30, 1990 in said Register's Office in Reel 1697 at page 302, as the same may be hereafter amended, modified or supplemented in accordance with the provisions of the Lease.

"Minimum PILOT" refers to the applicable amount set forth in the Lease for each of the first twenty-five (25) Tax Years beginning after the Commencement Date. The Lease does not establish a Minimum PILOT for any Tax Year following the end of the first twenty-five (25) Tax Years during the term of the Lease.

"Non-Residential Percentage Rent" refers to the Percentage Rent (as defined in the Lease) payable with respect to the Garage Unit, the Storage Unit and the Retail Units by the (i) Sponsor as long as Sponsor is the owner thereof or (ii) the Condominium Board if the Condominium Board becomes the owner of the Garage Unit, Storage Unit or a Retail Unit.

"Offeree" refers to (a) a Purchaser who has executed and delivered an Agreement for a Residential Unit or a Commercial Unit and who is not in default thereunder, (b) a Unit Owner, and (c) any other person or entity who, pursuant to Law, is an offeree of the Plan.

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

"Permitted Unit Mortgage" refers to a mortgage permitted to be placed upon a Unit or Units in accordance with the terms of the By-Laws.

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

"PILOT" refers to the annual sum (each such sum being hereinafter referred to as a "Payment in Lieu of Taxes" or "PILOT") payable in accordance with the Lease, for each Tax Year or portion thereof occurring during the term of the Lease, equal to the greater of: (i) actual Taxes for such Tax Year or (ii) the Minimum PILOT applicable to such Tax Year, in each case, payable in equal semi-annual installments during such Tax Year, in advance on the first day of each January and July.

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

"Plans and Specifications" refers to the plans for the construction of the Property which (to the extent required by Law) are filed with, and approved by, the New York City Department of Buildings and other municipal agencies or authorities having jurisdiction, and any specifications prepared in connection therewith, as same may be amended from time to time.

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

"Proportionate Common Interest" with respect to any Unit (other than the BPCA Unit) refers to the quotient of (i) the Common Interest attributable to such Unit, divided by (ii) the aggregate Common Interest of all Units excluding the Common Interest of the BPCA Unit.

"Proportionate Rent" with respect to any Unit refers to the sum of (i) the Base Rent multiplied by the Proportionate Common Interest of such Unit, (ii) such Unit's Proportionate Common Interest multiplied by the Civic Facilities Payment payable with respect to the Property, (iii) the PILOT under the Lease attributable to or assessed against such Unit, (iv) Landlord Default Costs attributable to or assessed against such Unit Owner and (v) Landlord's Condominium Cost to the extent required to be included in Proportionate Rent pursuant to the Lease.

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

"Reappraisal Date" refers to the first (1st) day of each of the Third Period and Fourth Period (August 17, 2046 and August 17, 2061, respectively) under the Lease.

"Recognition Agreement" refers to the agreement, as same may be amended from time to time, required by BPCA, to be entered into between BPCA, the Condominium Board, the Unit Owner and the holder of any mortgage secured by a Unit, to acknowledge that the lien of such mortgage is subordinate to the lien of the Condominium Board for Common Charges to the extent such Common Charges consist of Proportionate Rent and to acknowledge that the lien of a mortgage that is not a first mortgage lien is subordinate to the full amount of Common Charges.

"Rent" shall have the meaning set forth in the Section of the Plan entitled "Summary of the Lease" under the Subsection entitled "Base Rent and Rent."

"Residential Board" refers to the board of managers representing the Residential Unit Owners.

"Residential Common Charges" refers to assessments payable to the Residential Board by Residential Unit Owners for the purpose of meeting (a) Residential Common Expenses and (b) each Residential Unit Owner's pro rata share of the General Common Expenses, as more particularly defined in the Declaration.

"Residential Common Elements" refers to those Common Elements, which serve or benefit exclusively the Residential Units and/or the Residential Unit Owners, as more particularly defined in the Declaration.

"Residential Common Expenses" refers to the costs and expenses incurred or projected in connection with the operation and Maintenance of the Residential Common Elements or the Residential Limited Common Elements or in connection with any services or facilities exclusively benefiting the Residential Section or the Residential Unit Owners as more particularly defined in the Declaration.

"Residential Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Residential Common Elements appertaining to each Residential

Unit determined in accordance with the Declaration. The Residential Common Interest is the basis of determining a Unit Owner's liability for a share of the Residential Common Expenses.

"Residential Limited Common Elements" refers to those Common Elements, which serve or benefit exclusively one or more but not all the Residential Units and/or the Residential Unit Owners including, but not limited to the Terraces appurtenant to certain Residential Units, as more particularly defined in the Declaration.

"Residential Rules and Regulations" refers to the rules and regulations, as same may be amended from time to time, made by the Residential Board in accordance with applicable provisions of the By-Laws and attached thereto as Schedule A.

"Residential Section" refers to the Residential Units, 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 Floor Plans, as same may be amended from time to time, and all such Residential Units are collectively referred to as the "Residential Units." This definition does not apply to Sponsor's Limited Warranty with respect to which, a separate and distinct definition is provided solely for purposes of such Warranty.

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

"Residential Unit Owner Default" refers to a failure of any Residential Unit Owner to pay the Proportionate Rent attributable to such Residential Unit in accordance with the terms of the Lease, Declaration, By-Laws and Unit Deed.

"Rules and Regulations" refers to the rules and regulations of the Condominium, as same may be amended from time to time, made in accordance with the By-Laws and attached thereto as Schedule A.

"Schedule A" refers to Schedule A, "Purchase Prices 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 First Year of Condominium Operation" set forth in Part I of the Plan.

"Security Fund" refers to the fund established in accordance with the terms of the Lease to be applied in the event of a default in the payment of Proportionate Rent and to cure defaults in Condominium Covenants, as described in the Section of the Plan entitled "Summary of the Lease" under the Subsection entitled "Security Fund."

"Selling Agent" refers to The Marketing Directors, Inc, or any successor selling agent at the time in question.

"Settlement Agreement" refers to that certain Settlement Agreement, dated as of June 6, 1980, between New York City and the Urban Development Corporation, as supplemented by

Letter, dated June 9, 1980, from Richard A. Kahan to Edward I. Koch, and amended by Amendment to Settlement Agreement dated as of August 15, 1986, by Agreement for Certain Payments and by Infrastructure Agreement and Consent, each dated as of June 28, 1989, by Agreement and Consent dated as of December 30, 1989, by Amendment and Agreement and Consent Pursuant to Settlement Agreement dated as of May 18, 1990, by Amendment and Agreement and Consent Pursuant to Settlement Agreement and Consent dated as of October 15, 1993, by Second Infrastructure Agreement and Consent dated as of October 25, 1993, by Amendment and Agreement and Consent Pursuant to Settlement Agreement dated as of April 10, 1995, by 1996 Agreement and Consent Pursuant to Settlement Agreement dated as of October 1, 1996, by 1998 Agreement and Consent Pursuant to Settlement Agreement dated as of May 1, 1998, by Third Infrastructure Agreement and Consent made as of January 11, 2000, by 2001 Agreement and Consent Pursuant to Settlement Agreement dated of December 27, 2001, by Site 22 Agreement and Consent made as of May 3, 2002, by 2003 Agreement and Consent Pursuant to Settlement Agreement dated as of September 9, 2003, and by 2006 Agreement and Consent Pursuant to Settlement Agreement, dated as of July 31, 2006, as the same may be thereafter amended, modified or supplemented in accordance with the provisions of the Lease.

"Sponsor" refers to Battery Place Green, LLC, a New York 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 Control Period" refers to the period during which members of the Residential Board and/or the Condominium Board elected or designated by Sponsor, constitute a majority of the members of said Boards.

"Storage Bin" refers to the metal mesh storage bins located in the Cellar which will be made available for the exclusive use of the Residential Unit Owners pursuant to Storage Bin Licenses and which constitute Residential Common Elements.

"Storage Bin License" refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Bin.

"Taxes" refers to the real property taxes assessed and levied against the Property or any part thereof pursuant to the provisions of Title 11, Chapter 2 of the Administrative Code of The City of New York, as the same may now or hereafter be amended, or any statute or ordinance in lieu thereof in whole or in part, and which either are payable or would otherwise be payable if the Property or any part thereof were not exempt therefrom by reason of the ownership thereof by Landlord, excluding, however, such taxes that are attributable to the BPCA Unit if and only if the BPCA Unit comprises one or more separate tax lots. Notwithstanding the foregoing, subject to any governmental approvals that may be required, and subject to the payment of Minimum PILOT as required under the Lease, each Unit Owner shall be entitled to enjoy any exemption from or abatement of real property taxes that would otherwise be available pursuant to any law if the Property or the owner thereof were not exempt therefrom, other than any such exemption or abatement granted in connection with the construction of a new building.

"Tax Year" refers to each tax fiscal year of New York City.

"Tenant" refers to Sponsor until the First Closing and to the Condominium Board from and after the First Closing.

"Terrace(s)" refers to terraces and/or balconies and/or roof gardens and/or deck houses appurtenant to certain Residential Units.

"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, terrorism, war, act of the public enemy, riot, sabotage, blockade, embargo, 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 or any cause similar to any of the causes hereinabove stated; 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 either a Residential Unit or the Commercial Unit as more particularly designated in the Declaration and the Floor Plans and all such Units are collectively referred to as "Units." This definition does not apply to Sponsor's Limited Warranty and Construction Manager's Limited Warranty with respect to which, a separate and distinct definition is provided solely for purposes of each such Warranty.

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

"Unsold Commercial Unit" refers to any Commercial Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by (i) Sponsor, (ii) any party designated by Sponsor as a "sponsor" under the Plan, (iii) any party designated by Sponsor as the owner of an Unsold Commercial Unit, (iv) the holder of a Permitted Unit Mortgage given by a Sponsor or (v) the designee of a holder of such a Permitted Unit Mortgage.

"Unsold Residential Unit" refers to any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by (i) Sponsor, (ii) any party designated by Sponsor as a "sponsor" under the Plan, (iii) any party designated by Sponsor as the owner of an Unsold Residential Unit, (iv) the holder of a Permitted Unit Mortgage given by a Sponsor or (v) the designee of a holder of such a Permitted Unit Mortgage.

"Unsold Unit" refers to any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee; a Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of the principals of any of them, is a member; or a Unit that is acquired, individually or collectively, by either the holder of a Permitted Unit Mortgage given by Sponsor or the designee of a holder of such a Permitted Unit Mortgage.

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

BATTERY PARK CITY AUTHORITY AND THE PROJECT AREA

The Condominium is located in Battery Park City, a site located at the west side of lower Manhattan in New York City (the "Project Area"). The Project Area is owned by Battery Park City Authority ("BPCA") which was created in May, 1968 by the Battery Park City Authority Act, Title 12 of Article 8 of the New York Public Authorities Law (Sections 1970 through 1988 as amended, the "BPCA Act"). Section 1973 of the BPCA Act declares BPCA to be "a body corporate and politic, constituting a public benefit corporation." BPCA's principal office is located at One World Financial Center, New York, New York 10281. BPCA was created for the purpose of financing, constructing and operating a planned community development in the Project Area. The Project Area is subject to the Restated Amended Agreement of Lease between BPCA, as landlord, and BPCA, as tenant, having a term expiring June 18, 2069 and dated as of June 10, 1980, as amended by the (a) First Amendment to Restated Amended Lease, dated as of June 15, 1983, (b) Second Amendment to Restated Amended Lease, dated as of June 15, 1983, (c) Third Amendment to Restated Amended Lease, dated as of August 15, 1986 and (d) Fourth Amendment to Restated Amended Lease dated as of May 25, 1990 (the "Master Lease"). A copy of the Master Lease is on file at the office of the Selling Agent for examination by prospective purchasers and their attorneys.

New York City, the original owner of the Project Area, leased the Project Area to BPCA in November, 1969, which lease, as amended, provided for the development of the Project Area by BPCA in accordance with the terms thereof, the Master Development Plan (which appeared as an exhibit to said lease) and the special zoning district for the Project Area established pursuant to the Zoning Resolution of the City of New York. On June 10, 1980, the New York State Urban Development Corporation ("UDC"), created in 1968 by the Urban Development Corporation Act (as amended, the "UDC Act"), in order to expedite development of the Project Area, exercised its power of eminent domain to acquire fee simple absolute title to the Project Area, subject to the aforementioned lease, as amended. UDC determined that certain local restrictions and regulations which impeded the development of the Project Area could best be overcome by ownership of the property by an entity with the powers of a state agency. UDC conveyed title to the Project Area to BPC Development Corporation ("BPCDC"), a wholly owned subsidiary of UDC, by deed dated June 10, 1980, subject to the aforementioned lease, as amended. The aforementioned lease, as amended, was further amended by the parties thereto and restated as the Master Lease. BPCDC conveyed fee simple absolute title to the Project Area to BPCA by deed dated December 28, 1982, subject to the Master Lease. Pursuant to the terms of said deed and the Master Lease, there was no merger of the fee estate in the Project Area and the leasehold estate created by the Master Lease by reason of the fact that BPCA became both the landlord and the tenant under the Master Lease.

In connection with the acquisition of the Project Area by UDC, New York City was granted the right to reacquire for one dollar all of UDC's, BPCDC's and BPCA's rights in the Project Area and all of the net assets of BPCA, provided BPCA repays the indebtedness incurred in respect to the Project Area, but not prior to December 31, 1999.

The Master Development Plan which governs the development of the Project Area is incorporated in Exhibit C of the Master Lease. The Master Development Plan was superseded

and modified by the Large-Scale Commercial Development Plan (also annexed to the Master Lease) and amendments thereto dated as of November 9, 1992 and as of February 28, 1995, as the same may be further amended, modified or supplemented (hereinafter collectively the "Master Development Plan").

The Master Development Plan provides for (i) no more than 14,000 apartments; (ii) a maximum of six million square feet of commercial space; and (iii) municipal facilities to be provided by BPCA, including but not limited to sewers, water lines, hydrants, parks and plazas, a waterfront esplanade and other cultural and recreational facilities. New York City has agreed to accept for dedication all municipal facilities built in accordance with its requirements, except that with respect to certain municipal facilities, acceptance for dedication is conditioned upon BPCA obtaining prior consent of the City to the construction thereof pursuant to the terms of the Settlement Agreement.

After the street, sewers and waterlines are dedicated to New York City, it will be responsible for their operation and maintenance.

By reason of Section 1981 of the BPCA Act, the Project Area is exempt from real property taxes.

SUMMARY OF THE LEASE

The principal provisions of the Lease are as follows:

Landlord

The landlord under the Lease is Battery Park City Authority, d/b/a Hugh L. Carey Battery Park City Authority, a body corporate and politic constituting a public benefit corporation of the State of New York having an office at One World Financial Center, New York, New York (the "Landlord"). The Landlord is not affiliated with Sponsor.

Tenant

The Tenant under the Lease will initially be Battery Place Green, LLC, which is Sponsor. From and after the First Closing the Tenant under the Lease will be the Condominium Board, on behalf of all Unit Owners, which shall pay, perform and observe all of the terms, covenants and conditions of the Lease on the Tenant's part to be paid, performed and observed (except for certain construction obligations of Sponsor). However, see the Subsection hereof entitled "Condominium Operation; Defaults" for a discussion of the rights and remedies of the Landlord and the Condominium Board in the event of the failure of the Condominium Board to so pay, perform, or observe the terms of the Lease due to a Unit Owner's failure to pay, perform or observe any term, covenant or condition under the Lease, the By-Laws or the Declaration.

Term

The Lease will expire on June 17, 2069 in the absence of a default under the Lease. By the expiration of the Lease, the Condominium Board on behalf of the Unit Owners, will be required, in order to retain the leasehold interests in the Property, to either enter into an extension of the Lease or new lease with the holder of fee title to the Land and Building or the landlord under the Master Lease, as the case may be at such time, or to acquire the fee interest to the Land and Building from such landlord or fee owner. If the Condominium Board is unable to obtain, or if for any reason, the fee owner or landlord under the Master Lease, as the case may be, refuses to enter into an extension of the Lease or a new lease, or refuses to transfer or sell the fee interest, on terms acceptable to the Condominium Board, the leasehold estate will terminate on the expiration date of the Lease and as of said date, Unit Owners shall no longer have the right to possession of the Property or to remain in occupancy of their Units. No representation is made or warranty given as to whether the Lease will be extended or renewed, fee title acquired or as to the terms of any such extension or acquisition or the right of Unit Owners to remain in occupancy thereafter.

Base Rent and Rent

For the period beginning on the Commencement Date and continuing thereafter throughout the term, annual Base Rent under the Lease shall be as follows:

(i) For each of the twenty-five (25) Lease Years listed below (the "First Period") the Base Rent is as follows:

Lease Years:	Base Rent
Year 1:	$0
Year 2:	$ 901,829
Year 3:	$ 928,883
Year 4:	$ 956,750
Year 5:	$ 985,453
Year 6:	$1,015,016
Year 7:	$1,048,004
Year 8:	$1,082,064
Year 9:	$1,117,231
Year 10:	$1,153,541
Year 11:	$1,191,031
Year 12:	$1,229,740
Year 13:	$1,269,706
Year 14:	$1,310,972
Year 15:	$1,353,579
Year 16:	$1,397,570
Year 17:	$1,442,991
Year 18:	$1,489,888
Year 19:	$1,538,309
Year 20:	$1,588,304
Year 21:	$1,639,924
Year 22:	$1,693,222
Year 23:	$1,748,252
Year 24:	$1,805,070
Year 25:	$1,863,735

(ii) For the Lease Year commencing on the First Appraisal Date (August 17, 2031) and continuing for a period of fifteen (15) Lease Years thereafter (the "Second Period"), an amount per annum equal to the greater of (x) six percent (6%) of the fair market value of the Land (considered as unencumbered by the Lease or the Master Lease and as unimproved except for Landlord's Civic Facilities (as hereinafter defined) and other Landlord improvements) (the "Base Rent Floor") as of the First Appraisal Date or (y) the Base Rent payable for the Lease Year immediately prior to the First Appraisal Date. Base Rent for the Second Period shall escalate on August 17, 2036 and August 17, 2041 (the 5th and 10th anniversaries of the First Appraisal Date) by the greater of (x) fifteen percent (15%) of the Base Rent set for the prior five (5) Lease Years or (y) the percentage of increase, if any, of the Consumer Price Index as determined for the month in which the applicable escalation date occurs over the Consumer Price Index for the first month of the prior five (5) Lease Year period.

(iii) For the Lease Year commencing on the date immediately succeeding the expiration of the Second Period and continuing for a period of fifteen (15) Lease Years thereafter

(the "Third Period"), an amount per annum equal to the greater of (x) Base Rent Floor determined as of the first day of the Third Period or (y) the Base Rent payable for the Lease Year immediately prior to the first Reappraisal Date. Base Rent for the Third Period shall escalate on August 17, 2051 and August 17, 2056 by the greater of (x) fifteen percent (15%) of the Base Rent set for the prior five (5) Lease Years or (y) the percentage of increase, if any, of the Consumer Price Index as determined for the month in which the applicable escalation date occurs over the Consumer Price Index for the first month of the prior five (5) Lease Year period.

(iv) For the Lease Year commencing on the date immediately succeeding the expiration of the Third Period and continuing until the Expiration Date (the "Fourth Period"), an amount per annum equal to the greater of (x) Base Rent Floor determined as of the first day of the Fourth Period or (y) the Base Rent payable for the Lease Year immediately prior to the second Reappraisal Date. Base Rent for the Fourth Period shall escalate on August 17, 2066 by the greater of (x) fifteen percent (15%) of the Base Rent set for the prior five (5) Lease Years or (y) the percentage of increase, if any, of the Consumer Price Index as determined for the month in which the applicable escalation date occurs over the Consumer Price Index for the first month of the prior five (5) Lease Year period.

Annual Base Rent shall be payable in equal monthly installments.

The determination of fair market value for purposes of fixing the Base Rent shall be by appraisal (in the manner provided in the Master Lease as in effect on the date of the Lease) unless at least twelve (12) months before the First Appraisal Date or any Reappraisal Date thereafter, Landlord and Tenant have agreed upon such fair market value. The cost of such appraisal or reappraisal if necessary shall be borne by the Tenant, and the Landlord, as tenant under the Master Lease, shall appoint an appraiser designated by Tenant provided that the appraiser is qualified to act as such pursuant to the Master Lease.

Pursuant to the Condominium Documents, Base Rent will be allocated among the Commercial Units (excluding the BPCA Unit) and the Residential Units in accordance with their Proportionate Common Interests. In addition to the foregoing Base Rent, Sponsor for as long as it is the owner of the Commercial Units, or the Condominium Board, if it shall become the owner of the Garage Unit, the Storage Unit or a Retail Unit, shall be obligated to pay directly to Landlord Non-Residential Percentage Rent.

The Lease is a "net lease," meaning that the Tenant is to pay all costs, expenses, charges and other obligations relative to the Property including but not limited to real property assessments (except the cost of constructing and maintaining Landlord's Civic Facilities) personal property taxes, occupancy and rent taxes, water, water meter and sewer rents, rates and charges, excises, levies, license and permit fees, service charges for municipal services, if any, fines, penalties, or other governmental charges.

The total rent due under the Lease (the "Rent") includes the Base Rent, PILOT, Non-Residential Percentage Rent, Civic Facilities Payments and Impositions (all as more fully discussed below) and other sums due under the Lease and is a Common Expense of the Condominium included in the Common Charges payable by Unit Owners (excluding the owner of the BPCA Unit). In addition, Sponsor shall pay to Landlord (i) the "Upfront Lease Payment"

(as defined in the Lease) on the Commencement Date, (ii) the Special Additional Rent Payments (as defined in the Lease) pursuant to the schedule set forth in the Lease and (iii) the Upfront Percentage Rent Payments (as defined in the Lease) for the Garage Unit, the Storage Unit and the Retail Units, at the times set forth in the Lease. In addition to any other requirements set forth in the Lease, no transfer of a Unit by Sponsor shall be effective unless all Special Additional Rent Payments and Upfront Percentage Rent Payments then or theretofore due under the Lease has been paid to Landlord. Sponsor is solely liable for the payment of Special Additional Rent Payments and Upfront Percentage Rent Payments to Landlord and no Board or any Unit Owner that is not Sponsor will have liability to Landlord for the payment of any Special Additional Rent Payments and Upfront Percentage Rent Payments and Landlord may not bring an action for the payment thereof against any Board or any such Unit Owner.

Non-Residential Percentage Rent

Sponsor for as long as it owns the Garage Unit, the Storage Unit or any Retail Unit, and the Condominium Board, if it shall become a subsequent owner of the Garage Unit, the Storage Unit or any Retail Unit, shall be obligated to pay directly to Landlord the Non-Residential Percentage Rent due with respect to any such space in accordance with Section 3.06 of the Lease. The failure of the Sponsor or the Condominium Board, as the case may be, to make any payment of Non-Residential Percentage Rent shall entitle Landlord to pursue all remedies provided to Landlord under the Lease directly against such unit owner (as set forth in the Subsection hereof entitled "Unit Owner Defaults"). Upon the conveyance of the Garage Unit, the Storage Unit or any Retail Unit, in an arms length transaction to a Purchaser that is not Sponsor or the Condominium Board and provided Sponsor pays the Upfront Percentage Rent Payment payable with respect thereto on or before such conveyance, no further or additional Non-Residential Percentage Rent shall be payable under the Lease with respect to the Garage Unit, the Storage Unit or the applicable Retail Unit, as the case may be, on or after the date of such conveyance.

Payments in Lieu of Taxes ("PILOT")

For each tax fiscal year of The City of New York or part thereof during the term of the Lease, PILOT shall be payable by Tenant to Landlord with respect to the Property in an annual amount equal to the greater of (1) the real property taxes assessed and levied against the Property or any part thereof pursuant to the provisions of Title 11 Chapter 2 of the Administrative Code of the City of New York, as the same may now or hereafter be amended, or any statute or ordinance in lieu thereof (the "Tax Law") which would otherwise be payable if the Property or any part thereof or the owner thereof were not exempt therefrom by reason of the ownership thereof by Landlord, excluding, however, such taxes that are attributable to the BPCA Unit if and only if the BPCA Unit comprises one or more separate tax lots (the "Taxes"), or (2) the Minimum PILOT (as set forth below). PILOT shall be payable in equal semi-annual installments during such tax year, in advance on the first day of each January and July. PILOT from the period from the Commencement Date until the earlier of January 1 or July 1 first following the Commencement Date shall be payable on the Commencement Date. PILOT due for any period of less than six months shall be appropriately apportioned. If the Minimum PILOT exceeds the Taxes which would otherwise be levied against the Property, the difference between the

Minimum PILOT and the Taxes will be paid by all Unit Owners (other than the owner of the BPCA Unit) in accordance with their Proportionate Common Interests.

PILOT constitutes a portion of the Rent due under the Lease. The Minimum PILOT for each of the first twenty-five Tax Years of the Lease is as follows (the Lease does not establish a Minimum PILOT for any Tax Year following the end of the first twenty-five (25) Tax Years during the term of the Lease):

Tax Years:	Minimum PILOT
Year 1:	$ 598,489
Year 2:	$ 797,985
Year 3:	$2,488,507
Year 4:	$4,977,014
Year 5:	$5,076,554
Year 6:	$5,178,085
Year 7:	$5,281,647
Year 8:	$5,387,279
Year 9:	$5,495,025
Year 10:	$5,604,926
Year 11:	$5,717,024
Year 12:	$5,831,356
Year 13:	$5,947,992
Year 14:	$6,066,952
Year 15:	$6,188,291
Year 16:	$6,312,057
Year 17:	$6,438,298
Year 18:	$6,567,064
Year 19:	$6,698,405
Year 20:	$6,832,373
Year 21:	$6,969,020
Year 22:	$7,108,401
Year 23:	$7,250,569
Year 24:	$7,395,580
Year 25:	$7,543,492

Civic Facilities

As described herein in the section entitled "Obligations with Respect to Construction and Maintenance of Civic Facilities", certain improvements (the "Landlord's Civic Facilities") have been or are to be made by Landlord to or adjacent to the Property. Tenant is obligated to pay an annual sum, in equal monthly installments, representing its allocable share of the "Operating Costs" of operating, maintaining, repairing, restoring, replacing and upgrading certain facilities including, without limitation, Rockefeller Park, Vesey Street Areas, the Murray Street Triangle, median strip on North End Avenue, Teardrop Park, the Irish Hunger Memorial, Robert F. Wagner, Jr. Park, Rector Park, Site 23/24 Ball fields and Site 16/17 Public Open Space, the Esplanade, existing and future parks and recreation areas, the curbs, sidewalks and street trees

and other facilities set forth in the Lease. The Operating Costs will include, at Landlord's election, the cost of insuring Landlord's Civic Facilities and maintaining a reserve fund (such costs are collectively referred to as the "Civic Facilities Payments") for each Lease Year.

As soon as practicable at the end of every payment period, Landlord shall give Tenant a written statement setting forth Operating Costs incurred by Landlord during such payment period, together with supporting documentation. Within ten (10) days after such statement Tenant shall pay the amount, if any, by which its allocable share exceeds the Civic Facilities Payment made during such payment period, or, if the payment exceeds its share, Tenant has the right to offset the excess against the next monthly installment(s) of Civic Facilities Payments.

Civic Facilities Payments constitute a portion of the Rent due under the Lease.

Impositions

Tenant is required to pay all of the following items (collectively, "Impositions") imposed by any Governmental Authority (other than a Governmental Authority acting in its capacity as Landlord or Master Landlord and not in its governmental capacity) which at any time during the term of the Lease are, or, if the Property or any part thereof were not exempt therefrom by reason of the ownership thereof by Landlord, would have been (1) assessed, levied, confirmed, imposed upon or would have become due and payable out of or in respect of, or would have been charged with respect to, the Property or any document to which Tenant is a party creating or transferring an interest or estate in the Property or the use and occupancy thereof by Tenant and (2) encumbrances or liens, except for liens and encumbrances arising in connection with any act or work performed by or on behalf of Landlord or created by any instrument to which Landlord is a party other than work performed by Tenant on (i) the Property, or (ii) the sidewalks or streets in front of or adjoining the Property, or (iii) any vault (other than a vault in respect of which a utility company is obligated to pay any charge specified above or which is exempt from any such charge by reason of use thereof by any such utility company), passageway or space in, over or under such sidewalk or street, or (iv) any other appurtenances of the Property, or (v) any personal property (except personal property which is not owned by or leased to Tenant and except as otherwise specifically provided herein), Equipment or other facility used in the operation thereof, or (vi) except as otherwise specifically provided in the Lease, the Rent (or any portion thereof) payable by Tenant thereunder: (a) real property assessments (not including Taxes), (b) personal property taxes, (c) occupancy and rent taxes, (d) water, water meter and sewer rents, rates and charges, (e) excises, (f) levies, (g) license and permit fees, (h) service charges with respect to police protection, fire protection, street and highway construction, maintenance and lighting, sanitation and water supply, if any, (i) fines, penalties and other similar or like governmental charges applicable to the foregoing and any interest or costs with respect thereto and (j) except for Taxes, any and all other governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, including, without limitation, any tax (including transfer taxes) attributable to the execution, delivery or recording of the Lease, and any interest or costs with respect thereto.

Tenant may at its own cost and expense contest the amount or validity of any such Impositions. However, payment of such Impositions shall be postponed if, and only as long as (i) the Property or any part thereof, or interest therein or income wherefrom would not in the

reasonable judgment of Landlord be in danger of being forfeited or lost, or subjected to any lien, encumbrance or charge and neither Landlord nor the Tenant would be subject to any civil or criminal liability, and (ii) if the amount of the contested Imposition is at least $250,000 (as adjusted by the CPI Adjustment), by depositing, as provided in the Lease, cash or other security reasonably satisfactory to Landlord in the amount so contested and unpaid, together with all interest, penalties or charges which may be assessed in connection therewith.

Tenant shall pay (A) directly to the applicable Government Authority, all Impositions actually imposed, and (B) to Landlord, all Impositions that would have been imposed if the Property was not exempt therefrom.

Impositions constitute a portion of the Rent due under the Lease.

Use

Tenant has the right to occupy the Building in accordance with the Certificate(s) of Occupancy, the Master Development Plan and the Design Guidelines and for no other use or purpose.

Insurance

Tenant shall, at all times after substantial completion of the Building and thereafter throughout the term of the Lease, maintain the following insurance coverage:

(i) "All Risk of Physical Loss" casualty insurance:

(a) Amount - On an "agreed amount" basis with full replacement cost (having certain sublimits as set forth in the Lease), with the replacement value of the Building to be determined from time to time, but not less frequently than required by the insurer and in any event at least once every three years; provided that once Tenant's leasehold estate in the Property is submitted to condominium regime, such determination shall be made annually.

(b) Special coverage - Including, without limitation, coverage for loss or damage from water, flood, subsidence and earthquake, and to the extent obtainable from the United States government or any agency thereof at commercially reasonable rates, acts of terrorism and war risks.

(ii) Commercial general liability insurance:

(a) Amount - Such as may from time to time be reasonably required by Landlord, but with limits of not less than $25,000,000 combined single limit inclusive of primary, umbrella and the following form excess policies for liability for bodily injury, death and property damage.

(b) Special coverage - (1) Broad form liability endorsement, including (a) blanket contractual liability, (b) personal injury and advertising injury liability, (c) premises medical payments, (d) host liquor liability, (e) fire legal liability on real property, (f) broad form property damage liability, including completed operations, (g) incidental medical malpractice,

(h) non-owned watercraft liability, (i) limited world-wide coverage, (j) additional interests insured, (k) extended bodily injury coverage, and (l) automatic coverage on newly-acquired organizations; (2) Products and completed operations; (3) Independent contractors; (4) Blanket automatic contractual liability to include bodily injury to employees of others assumed by Tenant; and (5) Water damage legal liability shall not be excluded.

(iii) Worker's compensation insurance for all persons employed by Tenant at or in connection with the Property and employers' liability insurance in an amount not less than required by New York State law.

(iv) If a sprinkler system is located in the Building, and such coverage is not included in Tenant's casualty insurance, sprinkler leakage insurance in amounts to be reasonably approved by Landlord.

(v) Rent Insurance:

(a) Amount – On an "agreed amount" basis in an "All Risk of Physical Loss" basis in an amount not less than one year's current Base Rent, PILOT, Non-Residential Percentage Rent and Civic Facilities Payment.

(vi) Boiler and machinery insurance:

(a) Amount – As reasonably determined by Landlord, but not less than $10,000,000 per accident on a combined basis.

(b) Special coverage - Direct property loss and loss of income, covering all steam, mechanical and electrical equipment.

(vii) Automobile liability insurance for all owned, non-owned, leased, rented, and/or hired vehicles:

(a) Amount - As reasonably determined by Landlord, but not less than $5,000,000 combined single limit inclusive of primary, umbrella and the following form excess policies for bodily injury, death and property damage.

(b) Special coverage - Bodily injury, death and property damage.

(viii) Other insurance in such amounts reasonably required from time to time by the Landlord against such other insurable hazards as at the time are commonly insured against by prudent owners of like buildings and improvements in Manhattan, and with respect to terrorism and war risks when and to the extent obtainable from the United States government or an agency thereof at commercially reasonable rates.

All required insurance (except worker's compensation) shall name Landlord and the landlord under the Master Lease as additional insureds, and as to items (i), (ii), (iv), (vi) and (vii), each Mortgagee shall be named as an insured under a standard mortgagee clause provided that such Mortgagee irrevocably agrees in writing for the benefit of Landlord that all proceeds of such insurance shall be applied in accordance with the terms of the Lease.

The loss under all policies insuring against damage to the Building by fire or other casualty shall be paid to a Depository (as defined in the Lease) except that amounts less than $1,000,000.00 (as adjusted by the CPI Adjustment) shall be paid in trust directly to Tenant to apply to cost of restoration.

Tenant shall not carry separate insurance for the Condominium (other than for personal injury liability) unless Landlord and Master Landlord is an additional insured and each Mortgagee (as hereinafter defined) is an additional insured.

All property insurance policies shall provide that adjustments for claims in excess of $1,000,000 (as adjusted by the CPI Adjustment) shall be made with Landlord, Tenant and any Mortgagee named as loss payees, as their interests may appear. Any adjustments for claims less than $1,000,000 (as adjusted by the CPI Adjustment) shall be made with the Tenant.

Landlord has the right to require the Tenant to escrow with Depository insurance premiums after the occurrence of an Event of Default arising from Tenant's failure to comply with the insurance requirements of the Lease.

Repairs and Maintenance

Tenant is obligated to take good care of and keep the Property in good order. Tenant is obligated to put, keep and maintain the Building in good and safe order and condition and make all repairs, all necessary replacements, renewals, alterations, and additions, interior and exterior, extraordinary and ordinary, structural and non-structural, foreseen and unforeseen, necessary or appropriate to keep the Building in good and safe order and condition, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. Tenant may not commit or suffer, and shall use all reasonable precaution to prevent, waste, damage or injury to the Property. Tenant shall during the term of the Lease comply with the maintenance and operational requirements set forth in the Environmental Guidelines (as such term is defined in the Lease) for the Building. Notwithstanding the foregoing, Tenant shall have no obligation to put, keep and maintain in good and safe order and condition, or make any repairs with respect to the BPCA Unit and Landlord shall, at its sole cost and expenses perform such obligations, including the obligation to maintain, repair and replace any mechanical equipment exclusively servicing the BPCA Unit and any skylights and doors for the exclusive use of the BPCA Unit.

Compliance with Laws, Requirements of Insurance Underwriters and Master Lease

Tenant is obligated to promptly comply with any and all applicable present and future laws, rules, orders, ordinances, regulations, statutes, requirements, permits, consents, certificates, approvals, codes and executive orders, including without limitation, Environmental Statutes, (collectively, "Requirements") without regard to the nature or cost of the work required to be done, extraordinary, as well as ordinary, of all Governmental Authorities now existing or hereafter created, and of any and all of their departments and bureaus, of any applicable Fire Rating Bureau or other body exercising similar functions, affecting the Property or any street, avenue or sidewalk comprising a part or in front thereof or any vault in or under the same, or requiring the removal of any encroachment, or affecting the construction, maintenance, use,

operation, management or occupancy of the Property, whether or not the same involve or require any structural changes or additions in or to the Property, without regard to whether or not such changes or additions are required on account of any particular use to which the Property, or any part thereof, may be put, and without regard to the fact that Tenant is not the fee owner of the Property, as well as the requirements of any insurance policies carried by Tenant. Tenant has the right at its sole cost and expense to contest the validity and application of such Requirements, provided however, during such contest Tenant is obligated to post a bond, cash or other security reasonably acceptable to Landlord. Compliance with such Requirements shall not be deferred if such non-compliance shall result in the imminent loss or forfeiture of the Property, or any part thereof or if Landlord shall be in danger of being subject to civil or criminal liability or penalty by reason thereof.

Changes, Alterations and Additions

Tenant may not demolish, replace or materially alter the Building or any part thereof, or make any addition thereto, whether voluntary or in connection with repairs required under the Lease unless: (i) Tenant shall obtain all necessary permits from Governmental Authorities; (ii) such improvements shall not reduce the value of the Property below its value immediately prior to commencement of construction of such improvements, (iii) such improvements shall be made with reasonable diligence and continuity (subject to "Unavoidable Delays" as defined in the Lease) and shall be made in a good and workerlike manner in accordance with Improvement Approvals (as defined in the Lease), the BPCA Requirements, the rules and regulations of the Board of Fire Underwriters, plans and specification, if any, delivered to Landlord, and all other Requirements, and (iv) Tenant shall deliver insurance policies as required under the Lease. If the estimated cost of improvement to the Building exceeds $750,000 individually or in the aggregate (as adjusted by the CPI Adjustment) or involves structural work or affects the exterior of the Building or the height, bulk or setback of the Building, Tenant shall (in addition to complying with the foregoing): (a) at least twenty (20) business days prior to commencement, furnish to Landlord complete plans and specifications prepared by an architect or engineer whose qualifications meet with the approval of Landlord, (b) pay to Landlord the reasonable fees and expenses of an independent architect to review the plans and specifications and inspect the work, (c) at least ten (10) business days prior to commencement, provide to Landlord a copy of a contract or construction management agreement reasonably satisfactory to and assignable to Landlord (and conditionally assigned to Landlord if so requested) with a reputable and responsible contractor containing the provisions set forth in the Lease, (d) provide to Landlord payment and performance bonds or other security satisfactory to Landlord, and (e) provide to Landlord an assignment to Landlord of the contract and the security thereunder.

Landlord shall notify Tenant in writing of Landlord's determination with respect to any request for approval required within fifteen (15) Business Days of the later of (i) Landlord's receipt of such request from Tenant or (ii) Landlord's receipt of the plans and specifications and the drawings, information or samples which Landlord shall have requested. Landlord shall specify in reasonable detail the reasons for any disapproval. Landlord's failure to so notify Tenant within said time period shall be deemed to constitute approval of the proposed improvement by Landlord. Tenant shall not commence any improvement with respect to which approval is required until Landlord shall have given, or shall be deemed to have given, such approval required.

Damage or Destruction

If the Building is destroyed or damaged in whole or in part, such fact shall not relieve Tenant from its obligations under the Lease, including but not limited to the payment of Rent and other sums or charges without abatement of any kind.

If the Building shall be damaged or destroyed, Tenant shall give notice thereof to Landlord within 72 hours of the casualty (except no notice shall be required if the estimated cost of restoration is less than $500,000 (as adjusted by the CPI Adjustment). Tenant will be obligated to repair, replace or rebuild the Building at Tenant's cost and expense whether or not insurance proceeds, if any, are sufficient for such restoration and commence same with reasonable diligence. The insurance proceeds shall be paid out to Tenant by the Depository as provided in the Lease. If the cost of restoration equals or exceeds $1,000,000 (as adjusted by the CPI Adjustment), or if the Restoration involves or affects the exterior of the Building or the height, bulk or setback of the Building, Tenant must also provide Landlord with plans and specifications, all required permits and certain other items to which Landlord is entitled under the Lease.

The balance of any insurance proceeds, net of any Rent due Landlord, shall be paid to Tenant.

Obligations with Respect to Construction and Maintenance of Civic Facilities

Landlord has or is obligated to construct or install electrical, gas and telephone mains; water mains; sanitary and storm sewers; fire hydrant and Emergency Response Service conduits and boxes; street lighting (conduit, cable, poles, fixtures and connections); streets; curbs; temporary sidewalks; permanent sidewalks (including planting strip, cobble strip and paving); and street trees. In addition, Landlord is obligated to construct or install a landscaped esplanade and parks and recreation areas, including, without limitation, Robert F. Wagner Jr. Park, Rockefeller Park, Vesey Street turnaround area, landscaped triangle on Murray Street, landscaped median strip on North End Avenue, Teardrop Park, The Irish Hunger Memorial, Rector Park, Site 23/24 Ball fields and Site 16/17 Public Open Space for public use (the foregoing facilities hereinafter referred to as the "Landlord's Civic Facilities").

Tenant is obligated to install street trees and permanent sidewalks on streets adjacent to the Property, including cobble strip and permanent street lighting (conduit, boxes, cable, poles, fixtures and connections) as more particularly described in the Design Guidelines (the "Tenant's Civic Facilities").

Landlord shall maintain the Landlord's Civic Facilities. Notwithstanding the foregoing, the Lease contemplates that, at such time as the electrical, gas and telephone mains are completed, the maintenance thereof shall be the responsibility of the utility company responsible therefor and the maintenance of the water mains, sanitary and storm sewers, fire hydrant and Emergency Response Service conduits and boxes, street lighting (conduit, cable, poles, fixtures and connections), streets and curbs shall be the responsibility of The City of New York. Tenant shall maintain any temporary concrete sidewalks and the street trees (until the first anniversary of

the proper installation of said trees, after which time Landlord shall be responsible for their maintenance) and make all repairs, including structural repairs to the Tenant's Civic Facilities. Pursuant to the Condominium Documents, the cost of maintaining, operating and repairing the Tenant's Civic Facilities shall be borne by all Unit Owners as a General Common Expense.

Tenant may undertake Landlord's Maintenance Obligations if Landlord fails to do so and if Landlord has not remedied such failure within thirty (30) days (or such longer period if such failure is not susceptible to cure within such thirty (30) days) of Tenant's notice of intention to engage in self-help. Landlord, upon notice, will permit Tenant to inspect the Landlord's Civic Facilities to determine Landlord's compliance with its obligations. Landlord grants Tenant the right to enter to perform self-help. Tenant has the right to offset against the next installment(s) of Civic Facilities Payments the amount of reasonable expenses incurred by Tenant in connection with the self-help, plus interest, after giving Landlord a written statement thereof with supporting documentation. Tenant is not entitled to any such remedies if a Default with respect to the payment of money (or other default beyond notice and cure) exists under the Lease.

Landlord may transfer to a trust or other entity the responsibility of performing Landlord's Maintenance Obligations and the right to receive Civic Facility Payments directly from Tenant. Prior to transfer, Landlord must consult with Tenant as to the composition of such trust or other entity.

Condominium Operation; Defaults

Each Unit Owner shall appoint the Condominium Board (and the Residential Board and/or Commercial Board pursuant to the terms of the Condominium Documents) as such Unit Owner's attorney-in-fact for the purposes of paying, performing and observing all of the terms, covenants and conditions of the Lease on the part of the Tenant thereunder to be paid, performed and observed. Such appointment is provided for in the Power of Attorney set forth in Part II of the Plan.

a. Condominium Documents

The Condominium Documents shall, in addition to the other requirements of the Lease, at all times during the term of the Lease, be required at a minimum to include provisions to the effect that unless otherwise approved by Landlord in writing: (i) the Condominium Board shall be the Tenant under the Lease from and after the Condominium Date; provided, however, that the Condominium Board may delegate to the Boards such rights and obligations of Tenant as the Condominium Board deems appropriate; (ii) the Condominium Board and each of the other Boards and all Unit Owners are required to comply with all provisions of the Lease applicable to such Board and/or Unit Owner; (iii) each Unit Owner is required to pay to the Condominium Board as part of Common Charges, all applicable Rent which is payable by such Unit Owner on a monthly or other periodic basis throughout the term of the Lease (including, for example, Base Rent, PILOT, and/or Civic Facilities Payments), which, when so paid, if requested by Landlord, is required to be segregated from other amounts payable to the Condominium Board and held in trust for the benefit of and paid to Landlord in accordance with the Lease; (iv) the first monies paid by a Unit Owner to the Condominium Board as or on

account of Common Charges at any time shall be treated as, and applied to, the payment of Proportionate Rent that is due and payable at such time by such Unit Owner; (v) Sponsor is required to pay Landlord Non-Residential Percentage Rent (as defined in the Lease) in addition to its other payment obligations, as provided for with greater specificity in this Lease; (vi) Sponsor is required to pay the Special Additional Rent Payments (as defined in the Lease) in addition to its other payment obligations, as provided for with greater specificity in this Lease; (vii) the Condominium Board shall assess as Common Charges any Rent due under the Lease which is not referred to in clause (iii) above, and which has not been paid for thirty (30) days, unless the payment thereof is provided for from other sources, and the lien of the Condominium Board for Common Charges shall extend to such Rent, including any Landlord Default Costs and any Landlord's Condominium Costs incurred in connection with such late payments; (viii) the only units permitted under the Condominium Documents shall be the Units unless otherwise consented to by Landlord, which consent is permitted to be withheld by Landlord in its sole discretion; (ix) in the event of a Condominium Default, Landlord is permitted to replace the members of the Condominium Board that has failed to remedy same, and each member of the Condominium Board must sign, as a condition of serving on such Condominium Board, a resignation in the form of Annex 1 in the Exhibit F attached to the Lease that will be assigned and delivered to Landlord for purposes of Landlord's exercise of its right to replace any Condominium Board member; and (x) the Condominium Board shall be liable to Landlord for any failure to comply with the Condominium Covenants; provided, however, that no member of the Condominium Board shall have any personal liability as the result of a default by the Condominium Board in the performance of any Condominium Covenants; (xi) the method for allocation of Common Charges among the Unit Owners shall be as set forth in the Condominium Documents; (xii) any right of first refusal set forth in the Condominium Documents does not apply to any transfer of any Unit to or from Landlord or in connection with foreclosure by the Landlord of the lien for Common Charges; and (xiii) the Condominium Board's lien for Common Charges is assigned to Landlord as security for the payment of Proportionate Rent.

b. Condominium Defaults

The Condominium Board is liable to Landlord for any failure of such Board to comply with the those obligations under the Lease which are the obligation of such Board as Tenant under the Lease (the "Condominium Covenants"); provided, however, that no member of the Condominium Board shall have any personal liability as the result of a default by the Condominium Board in the performance of any such Condominium Covenant. The failure of the Condominium Board to perform or observe any of the Condominium Covenants which are the obligation of the Condominium Board is herein referred to as a "Condominium Default." Failure of any Unit Owner to pay Rent as required under the Lease or perform any other obligations required thereunder does not constitute a default of any other Unit Owners.

In the event of a Condominium Default, the following provisions apply:

(i) Landlord shall give notice (i) in the case of any default that would entitle Landlord to terminate the Lease, to the Condominium Board, all Unit Owners and Permitted Unit Mortgagees (as hereinafter defined) specifying the nature of the Condominium Default and (ii) in all other cases, to the Condominium Board (who is then obligated to give notice to all Unit Owners and Permitted Unit Mortgagees).

(ii) The Condominium Board, Unit Owner(s) or any Permitted Unit Mortgagee(s) may, within forty-five (45) days after Landlord has given such notice, cause such Condominium Default to be remedied; provided that if curing of such Condominium Default requires the imposition of an assessment or special meeting of Unit Owners for such purpose and/or special meeting of Unit Owners in order to replace the members of any Board or work to be performed, acts to be done or conditions to be removed (collectively, "Unit Owner Action"), which cannot by their nature reasonably be imposed, conducted, performed, done, removed or completed, as the case may be, within such forty-five (45) day period, the Condominium Board, any Unit Owner(s) or any Permitted Unit Mortgagee(s) shall cause such Unit Owner Action to be commenced within such forty-five (45) day period and shall thereafter cause such Unit Owner Action to be prosecuted diligently, continuously and in good faith to completion and cause the Condominium Default promptly thereafter to be remedied (in all cases within one hundred eighty (180) days after the date that Landlord gave notice. If Unit Owner Action is required to remedy a Condominium Default, the Unit Owners, the Condominium Board or the Permitted Unit Mortgagee(s) shall notify Landlord thereof and shall keep Landlord fully and currently informed of the status of such Unit Owner Action, the nature and timing of such Unit Owner Action and each step, act or thing done in connection therewith, together with the anticipated completion date of such Unit Owner Action.

(iii) If a Condominium Default is not remedied as described above, Landlord will be permitted to replace the members of the Condominium Board responsible for failing to remedy such Condominium Default, by exercising its right under the collateral resignation to be signed by each member of each Board as a condition to such member serving on such Board. In furtherance thereof, Landlord will be permitted, but not obligated, to designate new members to replace the members of any Board removed as aforesaid and to perform or cause compliance with the Condominium Covenant that gave rise to such Condominium Default. The Condominium Board is obligated to pay to Landlord, within twenty (20) days after demand therefor is delivered to such Board, any amounts payable to Landlord under the Lease that the Condominium Board has collected from any Unit Owner or otherwise, including Proportionate Rent; all reasonable costs and expenses incurred by Landlord, including without limitation, reasonable attorneys' fees and disbursements, in connection with any replacement of the members of the Condominium Board pursuant to the provisions of Lease; and interest on the above amounts at the involuntary rate from the date of required payment to Landlord (in the case of amounts collected by the Condominium Board and payable to Landlord and from the date of Landlord's payment of each such cost or expense) until the date of actual repayment to Landlord. Landlord has the right to remedy the Condominium Default and to be reimbursed for costs incurred in connection with same together with interest thereon. In the event of any breach or threatened breach of a Condominium Covenant by any Board, Landlord is entitled to obtain specific performance of the Condominium Covenant or enjoin such breach and if the Condominium Default is not remedied as described in subparagraph (ii) above and does not consist of a failure of the Condominium Board to pay Proportionate Rent, Landlord shall be entitled to invoke any other rights and remedies allowed at law or in equity or by statute or otherwise but not including any right to terminate the Lease.

(iv) In the event of a Condominium Default caused by failure of the Condominium Board to pay Rent, provided (i) same is not the result of a Unit Owner Default, (ii) that the amount of cash in the Security Fund is less than one-half of the Maximum Fund

Requirement or the Security Fund Amount (whichever is applicable) plus an amount of interest calculated at the rate of 3% per annum from the Condominium Date and (iii) Landlord has given any notices required to be given pursuant to the Lease and all such grace and cure periods have expired, then, Landlord shall be entitled to invoke any other rights and remedies allowed at law or equity, including without limitation, the right to terminate the Lease in accordance with the terms of the Lease.

c. Unit Owner Defaults

In the event of a Unit Owner Default (as hereinafter defined) the following applies:

(i) Upon the failure of any Unit Owner to pay Proportionate Rent as required under the Lease and the applicable Unit Deed (hereinafter referred to as a "Unit Owner Default" and any Unit Owner engaged in a Unit Owner Default is hereinafter referred to as a "Defaulting Unit Owner"), the Condominium Board shall serve notice upon the Defaulting Unit Owner within ten (10) business days of the Unit Owner Default specifying the amount of the Proportionate Rent plus any default costs then due and unpaid (the "Default Notice"). Simultaneously with the giving of the Default Notice to the Defaulting Unit Owner, the Condominium Board shall deliver a copy of the Default Notice to Landlord and to all Permitted Unit Mortgagees entitled to cure the Residential Unit Owner Default pursuant to the Recognition Agreement. Notwithstanding anything to the contrary set forth above, in the event the Condominium Board fails to send the Default Notice as aforesaid, such notice may be sent by Landlord and failure of the Condominium Board to send the notice is a Condominium Default.

(ii) Pursuant to the Recognition Agreement, each Permitted Unit Mortgagee shall be entitled to pay to the Condominium Board amounts owned by the Defaulting Unit Owner. Provided such Unit Owner Default shall be so remedied within twenty (20) days after service of the Default Notice, Landlord shall not take any action against the Defaulting Unit Owner and the Permitted Unit Mortgagee shall, in accordance with the terms of its Permitted Unit Mortgage, have the right to institute and thereafter prosecute foreclosure proceedings and such other proceedings as may then be available at law or in equity. In the event such Permitted Unit Mortgagee shall have failed to so remedy such Unit Owner Default as hereinabove provided, the Condominium Board or Landlord, as the case may be, may commence any action against such Defaulting Unit Owner without any further notice to such Permitted Unit Mortgagee or Defaulting Unit Owner. If, with respect to any Unit, there is more than one Permitted Unit Mortgagee, Landlord shall recognize the Permitted Unit Mortgagee whose Permitted Unit Mortgage is senior in lien as the Permitted Unit Mortgagee entitled to the rights afforded as described above.

(iii) Landlord shall accept performance by a Permitted Unit Mortgagee or the Condominium Board of any covenant, condition or agreement on a Unit Owner's part to be performed with the same force and effect as though performed by such Unit Owner.

(iv) No earlier than twenty (20) business days and no later than ninety (90) calendar days after a Default Notice is given and provided that neither the Defaulting Unit Owner, nor the Permitted Unit Mortgagee has cured said Unit Owner Default, the Condominium

Board shall institute appropriate proceedings to foreclose the lien on such Unit arising from said Unit Owner Default as provided in Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. At any time not earlier than twenty (20) business days after a Default Notice is given, Legal Proceedings may be instituted by the Condominium Board (or the Landlord if the Condominium Board fails to institute proceedings to foreclose the lien within ninety (90) calendar days after a Default Notice is given, or fails to diligently prosecute same). If the proceeds received in any Legal Proceedings are less than the obligations of such Unit Owner as more fully described in subparagraph (vi) below, such Unit Owner will be liable for any shortfall.

(v) Landlord shall be entitled to draw on the Security Fund, as described in the Subsection hereof entitled "Security Fund," regardless of whether Landlord has initiated any Legal Proceedings.

(vi) Any funds received by the Condominium Board, by any Permitted Unit Mortgagee or by Landlord in respect of a Unit Owner Default shall be applied according to the following priority:

(1) first, to pay such Defaulting Unit Owner's Proportionate Rent obligations to Landlord, together with interest thereon commencing on the date on which such Proportionate Rent was due, to the extent such sums were not previously withdrawn from the Security Fund (herein referred to as the "Unit Obligations");

(2) second, to reimburse the Security Fund for any amounts withdrawn therefrom by Landlord in accordance with the terms of the Lease in respect of such Unit Owner Default;

(3) third, to satisfy any tax liens and other liens, if any, with respect to the Unit or the Defaulting Unit Owner as to which such Unit Default has occurred, which have priority over the lien of the Condominium Board for Common Charges or the lien of any Permitted Unit Mortgagee;

(4) fourth, to pay such Defaulting Unit Owner's monetary obligations to a Permitted Unit Mortgagee whose lien is senior to all other Permitted Unit Mortgagees;

(5) fifth, to pay to Landlord the balance of any Rent, including Landlord's Condominium Costs with respect to the Unit not otherwise reimbursed, together with interest;

(6) sixth, to pay to the Condominium Board the balance of any Common Charges due and unpaid by such Defaulting Unit Owner, including all Condominium Default Costs and late fees and interest;

(7) seventh, to pay monetary obligations to any junior Permitted Unit Mortgagee; and

(8) eighth, any excess to such Defaulting Unit Owner or as may otherwise be required by Law.

d. General

Each Board must cooperate with Landlord in any actions or proceedings brought or rights or remedies exercised by Landlord, including, without limitation, the Legal Proceedings, against any Defaulting Unit Owner (and such other Persons as Landlord may deem necessary or desirable) and, upon Landlord's request, and at no cost or expense to Landlord, shall promptly furnish to Landlord such information and documentation as may reasonably be requested by Landlord. The Condominium Board shall be deemed to have collaterally assigned to Landlord the right to bring any Legal Proceeding in its own name or in the name of the Condominium Board, which right may be exercised by Landlord in the event that the Condominium Board fails to initiate Legal Proceedings or diligently pursue same.

Within twenty (20) days after Landlord's request, the Condominium Board shall deliver a schedule of the names of Unit Owners and Units owned by such Unit Owners. Landlord may examine the books and records of the Condominium Board. The Condominium Board shall appoint a managing agent for the management of the Property and for collection of all Common Charges from Unit Owners.

Sale and Mortgaging of Units

In order to sell, assign, transfer, mortgage or otherwise encumber a Unit (each such transaction is referred to herein as a "Sale") the following conditions must be satisfied under the Lease: (i) Landlord shall have received all Proportionate Rent pertaining to such Unit that is due and payable as of the date of such Sale and any unpaid Common Charges allocable to such Unit have been paid or will be paid to Condominium Board as of the date of Sale and with respect to any Sale by Sponsor, Landlord has received, in addition to the foregoing payments, any Special Additional Rent that is due and payable as of the date of such Sale; (ii) such Sale (other than mortgaging or leasing of such Unit) is effectuated pursuant to the Unit Deed, the form of which is set forth in Part II of the Plan, and a copy thereof is delivered to Landlord; (iii) in the case of the mortgaging of such Unit, a correct and complete copy of the mortgage encumbering such Unit (the "Unit Mortgage") granted by the Unit Owner as mortgagor has been delivered to Landlord and the mortgagee holding such mortgage (the "Permitted Unit Mortgagee") has executed and delivered to the Landlord the Recognition Agreement; (iv) in the case of leasing any Unit, such lease is pursuant to a written lease that conforms to the Lease and the Condominium Documents and a copy of which has been provided to Landlord; and (v) Landlord has been paid a reasonable fee to compensate it for its actually incurred administrative expenses in connection with such Sale, as Landlord may determine from time to time not to exceed $250.00 beginning with the First Closing, increasing by $10.00 for each of the next succeeding four years.

The Declaration including the By-Laws annexed thereto provides and the Recognition Agreement to be entered into by each Permitted Unit Mortgagee holding a first mortgage upon a Unit, acknowledges that the lien of the Unit Mortgage is subordinate to the lien of the Condominium for unpaid Common Charges to the extent such Common Charges consist of

Proportionate Rent due from a Defaulting Unit Owner. Where the Unit Mortgage is not a first mortgage lien, such Unit Mortgage shall be subordinate to the lien of the full amount of the Common Charges.

The Unit Mortgagees also have the right to designate a Mortgagee Representative; and after notice to Landlord of such designation, the Mortgagee Representative shall have the right to attend on behalf of such mortgagees, any arbitration, condemnation and insurance adjustment proceedings pursuant to the Lease and to exercise in such proceeding, any rights granted to such Mortgagee under the Lease.

Condemnation

If all or substantially all of the Property is taken by condemnation or eminent domain (excluding any taking that does not affect the Tenant's rights under the Lease), the Lease shall terminate and Rent shall be apportioned as of the date of such taking. Any award in the event of such taking shall be apportioned in the following order of priority: (i) to Landlord, the value of the Land (considered as unencumbered by the Lease and the Master Lease and as unimproved) and the Landlord's Civic Facilities and other site improvements made by Landlord; (ii) to any first-priority Permitted Unit Mortgagees and first-priority mortgagees of Tenant's leasehold interest, the unpaid principal indebtedness with interest due to such parties; (iii) for 40 years from the Scheduled Completion Date, to any additional mortgagees of Tenant's leasehold estate, the unpaid principal and interest due to such party, (iv) to Landlord, the value of its reversionary interest in the Building (it being agreed that for forty (40) years from the Scheduled Completion Date the value of Landlord's reversionary interest shall be zero); and (v) to Tenant, any balance, subject to rights of any mortgagees.

If "less than substantially all" (as such term is defined in the Lease) of the Property is taken, such fact shall not relieve Tenant from its obligations under the Lease including but not limited to the payment of Rent without abatement of any kind. The Condominium Board, as Tenant under the Lease, is obligated, at its own expense, to restore the remaining part of the Building whether or not the net condemnation award is sufficient to cover the cost of such restoration. As provided in the By-Laws, in the event the net condemnation award is insufficient to cover the cost of such restoration, the Condominium Board will allocate such deficit or surplus, as the case may be, pro rata, as follows: (a) borne and shared by all Unit Owners in accordance with their respective Common Interests; (b) borne and shared by all Residential Unit Owners with respect to any taking of the Residential Common Elements pro rata in accordance with their Common Interests; (c) borne and shared by all Residential Unit Owners having exclusive access to the Residential Limited Common Elements pro rata in accordance with their respective interest in such Residential Limited Common Interests; (d) borne and shared by all Commercial Unit Owners with respect to any taking of the Commercial Common Elements pro rata in accordance with their Common Interests; and (e) borne and shared by all Commercial Unit Owners with having exclusive access to the Commercial Limited Common Elements pro rata in accordance with their respective interest in such Commercial Limited Common Interests. The entire award for the Land considered as unimproved and encumbered by the Lease and the Master Lease, and the fair market value of the Landlord Civic Facilities shall be paid to Landlord and the balance, if any, shall be paid to the Depository, who shall make same available to Tenant, less expenses incurred by Depository, the Mortgage Representative and Landlord in the

condemnation proceedings. If restoration costs exceed both $1,000,000 and the amount of the net condemnation award, then Tenant shall deposit a bond, cash or other security with Depository to assure completion free of liens.

If temporary use of any or all of the Property is taken for a public or quasi-public purpose, Tenant shall give Landlord prompt notice and shall continue to pay full Rent, and shall receive any award, provided: (a) if such taking is for a period shorter than the Term of the Lease and the award is made less frequently than in monthly installments, the same will be paid to Depository and applied to Rent payments or cost of restoration, if any, during the term of the Lease; or (b) if the taking extends beyond the term of the Lease, the award will be apportioned between Landlord and Tenant as of the expiration date of the Lease.

Landlord, Tenant and any Mortgagee or Unit Mortgagee representative, if applicable, shall be entitled to file a claim and otherwise participate in any condemnation or similar proceeding and all hearings, trials and appeals in respect thereto.

Reporting Requirements

As soon as practicable after the end of each fiscal year of the Condominium, and in any event within one hundred and fifty (150) days thereafter, Tenant shall furnish, or caused to be furnished, to Landlord the annual financial report of the Condominium which is submitted by the Condominium Board to Unit Owners.

Miscellaneous

If real estate taxes are levied by The City of New York against any Unit, payment by the Unit Owners shall be credited against the next payments of Proportionate Rent.

All notices required to be given to Tenant or a Unit Owner by Landlord may be addressed to the Condominium Board on behalf of all Unit Owners, except unit-specific default notices must be addressed to the Defaulting Unit Owner.

Subsequent to the date of the First Closing, the Condominium Board shall be obligated to indemnify the Landlord, any former Landlord, Battery Park City Parks Conservancy Corporation and the State of New York and its agents, directors, officers and employees (collectively, the "Indemnitees") against all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses including reasonable engineers', architects' and attorney's fees and disbursements that arise out of certain matters set forth in the Lease except to the extent that the same shall have been caused by the negligence or wrongful act of the Indemnitees.

Amendment to Declaration and By-Laws

Under the terms of the Lease, any amendment, modification or supplement to the Declaration and By-Laws is subject to the prior review by Landlord, which review is limited to determining, in Landlord's reasonable opinion, whether or not such amendment conforms to the terms of the Lease and does not differ from the Condominium Documents included in the Plan, as same may be amended from time to time, in a manner that is materially adverse to the rights,

interests or obligations of Landlord under the Lease. Certain minor amendments are not subject to Landlord's approval.

General

Sponsor shall pay all Rent due prior to the date of the First Closing. The Lease shall be in full force and effect on the date of the First Closing and no Event of Default shall have occurred and be continuing under the Lease.

At the expiration of the term of the Lease, the Condominium Board on behalf of the Unit Owners will be required, in order for Unit Owners to retain the leasehold interests in their Units, to obtain an extension or new lease or enter into an agreement to purchase fee title to the Land and Building from whomever owns fee title to the Land and Building or the landlord under the Master Lease, as the case may be, at such time.

If the Condominium Board is unable to obtain, or if for any reason, the fee owner or landlord under the Master Lease, as the case may be, refuses to enter into an extension of the Lease or a new lease, or refuses to transfer or sell the fee interest, on terms acceptable to the Condominium Board, the leasehold estate will terminate on the expiration date of the Lease and as of said date, Unit Owners shall no longer have the right to possession of the Property or to remain in occupancy of their Units. No representation is made or warranty given as to whether the Lease will be extended or renewed, fee title acquired or as to the terms of any such extension or acquisition or the right of Unit Owners to remain in occupancy thereafter. Purchasers are advised that as the term of the Lease diminishes, the value of the leasehold condominium Unit diminishes. Accordingly, as the term of the Lease diminishes, it will become increasingly difficult to arrange for, or to refinance, a mortgage on a Unit. Furthermore, unless such extension or new lease is entered into, or fee title is acquired, the prices of Units being resold toward the expiration of the Lease will likely be adversely affected because of the decreasing length of the term of the Lease. No representation is made or warranty given as to whether the Lease will be extended or renewed after expiration or the terms of any such extension or the right (if any) of Unit Owners to remain in occupancy after June 17, 2069. In addition, no representation is made or warranty given as to whether the fee title to the Property may be acquired in the future or as to the terms of any such acquisition.

Security Fund

To secure the obligations of the Unit Owners under the Lease, including Sponsor or its designee as owner of Unsold Units, immediately prior to the First Closing, Sponsor shall deposit with Landlord, a letter of credit (the "Security Fund Letter of Credit") in the amount equal to the aggregate amount of the annualized Base Rent, PILOT and the Civic Facilities Payment payable in the month of January or July which most immediately precedes the month in which the Condominium Date (as defined in the Lease) occurs (the "Security Fund Amount"). The Security Fund Letter of Credit shall be a so-called "evergreen" letter of credit and except as provided in the Lease, shall be renewed or replaced without decrease in amount each and every year.

The Security Fund Amount, as adjusted upon the completion of the Building as hereinafter described, and any interest or income earned thereon are referred to herein as the "Security Fund."

Landlord shall promptly deposit any proceeds of the Security Fund Letter of Credit collected by it, or any portion of the Security Fund delivered to it as cash in connection with the closing of title to the Units or received with respect to the adjustment of the Security Amount, in a commercial bank or trust company that is a member of the New York Clearing House Association designated by Landlord (the "Condominium Depository"). All monies deposited with the Condominium Depository shall be deposited in one or more interest bearing accounts or invested by the Condominium Depository in bank certificates of deposit or United States treasury obligations. Landlord is obligated to promptly notify the Condominium Board of the designation of a Condominium Depository and to cause the Condominium Depository to furnish the Condominium Board with any information it may reasonably request with respect to such deposit. Any fees for the Condominium Depository shall be paid out of the Security Fund.

Upon the closing of title to each Unit, Sponsor requires that the Purchaser shall be obligated to contribute to the Security Fund (or reimburse Sponsor to the extent previously contributed in cash) a portion of the Security Fund Amount equal to the Proportionate Rent attributable to such Unit. Prior to the separate assessment of each Unit necessary to determine the PILOT attributable thereto, the Proportionate Rent attributable to each Unit will be estimated at an amount equal to the product of (i) the Security Fund Amount determined at the time of the First Closing, multiplied by (ii) the Proportionate Common Interest attributable to such Unit. Sponsor estimates that the Security Fund Amount will be initially in the amount of $4,640,494, assuming that the First Closing occurs in August 2008 and the PILOT payable with respect, to the 2008/2009 tax year is equal to the Taxes estimated for such tax year. Accordingly, Sponsor estimates that the Security Fund contribution initially required with respect to each Unit shall be in the amount set forth on the Schedule of Security Fund Contributions in Part I of the Plan. Purchasers are advised that the Schedule of Security Fund Contributions in Part I of the Plan are only estimates and that the actual amount of the contribution attributable to a Unit may be higher or lower than what is set forth on the Schedule of Security Fund Contributions and Sponsor makes no guarantee or warranty regarding the foregoing. In the event the actual Security Fund Contributions is greater than the amount estimated each Unit Owner will pay such shortfall in the same portion that the Security Fund Contribution attributable to the Unit bears to the Security Fund. In the event the actual Security Fund Contribution is less than the amount estimated each Unit Owner will receive such surplus in the same portion that the Security Fund Contribution attributable to the Unit bears to the Security Fund. The Security Fund Contribution made by each Purchaser at the closing of title to its Unit will be paid by Sponsor to Landlord (or retained by Sponsor in reimbursement of any Security Fund contribution previously made by Sponsor in cash) for deposit with the Condominium Depository to be held as part of the Security Fund and Sponsor will have the right to reduce the amount of the Security Fund Letter of Credit by the amount so deposited.

Pursuant to the Lease and Condominium Documents, to the extent that the amount of the Security Fund is less than the sum of the annualized Base Rent, PILOT and Civic Facilities Payment payable under the Lease in the month of July that follows the first tax status date under the Tax Law, after the Units are separately assessed for purposes of the Tax Law and the Building is completed as evidenced by the issuance of a temporary or permanent Certificate of Occupancy for all portions of the Building (such aggregate sum referred to as the "Maximum Fund Requirement"), the Condominium Board will be required to pay to the Condominium Depository (as defined in the Lease), to be held as part of the Security Fund, the amount by which the

Maximum Fund Requirement exceeds the amount of the Security Fund, within 120 days after Landlord notifies the Condominium Board of its calculation of the Maximum Fund Requirement. Each Unit Owner (other than the owner of the BPCA Unit) shall contribute in cash its share of such increase in the Security Fund in an amount equal to the excess of (i) the Proportionate Rent attributable to the Unit owned by such Unit Owner determined as of the date of the determination of the Maximum Fund Requirement over (ii) the amount previously contributed to the Security Fund by such Unit Owner or its predecessor in interest; provided that in lieu of contributing cash, Sponsor may with respect to the Unsold Units increase the amount of the Security Fund Letter of Credit to an amount equal to the Proportionate Rent attributable to the Unsold Units determined as of the date of the determination of the Maximum Fund Requirement. Purchasers are advised that the increase in the Security Fund upon the determination of the Maximum Fund Requirement may be significant. Sponsor estimates that the Maximum Fund Requirement will be determined in July 2010 and will be approximately $6,971,689 assuming that (i) the Building is completed and a temporary or permanent Certificate of Occupancy is issued for all portions thereof by December, 2008, (ii) the Units are separately assessed for purposes of the Tax Law for the 2009/2010 tax year and (iii) the PILOT payable with respect to the Building for the 2010/2011 tax year is equal to the Taxes estimated for such tax year. The foregoing amount is only an estimate and the actual Maximum Fund Requirement may be higher or lower and Sponsor makes no guarantee or warranty with respect thereto.

On the expiration date of the Lease, the balance at such time of the Security Fund held by the then landlord under the Lease, shall be disbursed to the Condominium Board, along with all interest and income earned thereon, and such amount shall be distributed to the then Unit Owners (other than the owner of the BPCA Unit) in accordance with their Proportionate Common Interests, provided, however, in the event the Condominium is continued under an extension of the Lease, a new Lease or the acquisition of fee title to the Property, such amount shall be retained by the Condominium and used for such purpose or purposes as may be approved by a vote of 75% of the then Unit Owners.

Landlord is permitted to draw upon the Security Fund in whole or in part in payment of the following amounts (i) Landlord's Condominium Costs which remain unpaid by the Condominium Board for a period of twenty (20) days following demand therefor and (ii) any other Unit Obligation which remains unpaid for a period of one hundred and twenty (120) days. Landlord shall, within ten (10) days after any such draw on the Security Fund, notify the Condominium Board thereof. If after such time that Landlord has drawn on the Security Fund, the Condominium Board reimburses Landlord for all or any portion of the amounts withdrawn from the Security Fund, Landlord shall promptly deposit the amount of such reimbursement with the Condominium Depository for deposit in the Security Fund. If Landlord draws on the Security Fund in payment of Landlord's Condominium Costs, then the amount thereof shall be assessed against all Unit Owners (other than the owner of the BPCA Unit) and included in the Proportionate Rent as part of Common Charges.

The purpose of the Security Fund Letter of Credit is to provide security for Landlord in place of a cash deposit in the same amount, with the understanding that the Security Fund Letter of Credit is to be the functional equivalent of a cash deposit. Any breach by Tenant of the provisions of the Security Fund Letter of Credit section of the Lease shall constitute an event of default under the Lease.

Tenant unconditionally and irrevocably waives any right to claim or obtain any of the following relief in connection with the Security Fund Letter of Credit: (i) a temporary restraining order, temporary injunction, permanent injunction, or other order that would prevent, restrain or restrict the presentment of sight drafts drawn under any Security Fund Letter of Credit or the issuer's honoring or payment of sight draft(s); or (ii) any attachment, garnishment, or levy in any manner upon either the proceeds of any Security Fund Letter of Credit or the obligations of the issuer (either before or after the presentment to the issuer of sight drafts drawn under such Security Fund Letter of Credit) based on any theory.

Tenant's sole remedy in connection with the improper presentment or payment of sight drafts drawn under any Security Fund Letter of Credit shall be the right to obtain from Landlord a refund of the amount of any sight draft(s) that were improperly presented or the proceeds of which were misapplied, together with interest at the involuntary rate and reasonable attorneys' fees, provided that at the time of such refund, Tenant reinstates such Security Fund Letter of Credit or provides a replacement letter of credit (the "Replacement Letter of Credit") if and as then required under the applicable provisions of the Lease. Tenant acknowledges that the presentment of sight drafts drawn under any Security Fund Letter of Credit, or the issuer's payment of sight drafts drawn under such Security Fund Letter of Credit, could not under any circumstances cause Tenant injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy therefor. In the event Tenant shall be entitled to a refund as aforesaid and Landlord shall fail to make such payment within ten (10) days after demand, Tenant shall have the right to deduct the amount thereof together with interest thereon at the involuntary rate from the next installment(s) of Base Rent, Percentage Rent and Civic Facilities Payment. Tenant shall not request or instruct the issuer of any Security Fund Letter of Credit to refrain from paying sight draft(s) drawn under such Letter of Credit.

If either Landlord or Tenant desires to assign its rights and obligations under the Lease in compliance with the provisions of the Lease, then the parties to the Lease shall, at the assignor's request, cooperate so that concurrently with the effectiveness of such assignment, Tenant shall deliver to Landlord a Replacement Letter of Credit as described in the Lease or an appropriate amendment to such Security Fund Letter of Credit, in either case identifying as applicant and beneficiary the appropriate parties after the assignment becomes effective. The assignor or assignee shall pay the issuer's fees for issuing such Replacement Letter of Credit or amendment.

Tenant shall replace any Security Fund Letter of Credit with a Replacement Letter of Credit within ten (10) days after the date on which the issuer delivers any notice purporting to terminate or to decline to renew such Security Fund Letter of Credit, or expressing any intention to do either of the foregoing. Simultaneously with the delivery by Tenant to Landlord of a Replacement Letter of Credit complying with the provisions of the Lease, Landlord shall deliver in accordance with Tenant's reasonable instructions such Security Fund Letter of Credit being replaced, provided that at such time no sight draft(s) under such Security Fund Letter of Credit are outstanding and unpaid. Except as otherwise specifically provided in the Lease, any Replacement Letter of Credit shall be upon the same terms and conditions as the Security Fund Letter of Credit replaced, but in any event:

(i) The amount of each Replacement Letter of Credit shall equal or exceed the amount of such Security Fund Letter of Credit at the time of replacement, except if a lesser amount is permitted under the Lease at the time of replacement.

(ii) The date of the Replacement Letter of Credit shall be its date of issuance. The expiry date of the Replacement Letter of Credit shall be exactly one year later than the expiry date of the Security Fund Letter of Credit being replaced except in the case of the last Lease Year in which case the expiry date shall be the date of expiration of the Lease.

(iii) Each Replacement Letter of Credit shall be issued or confirmed, within the meaning of New York Uniform Commercial Code Section 5-102, in its entire amount, by a bank reasonably satisfactory to Landlord or that is a member of the New York Clearing House Association and has assets in excess of $7,500,000,000 and a net worth in excess of $300,000,000. The office for presentment of sight drafts specified in the Replacement Letter of Credit shall be located at a specified street address within the Borough of Manhattan, City of New York or outside the Borough of Manhattan (the "Outside Office") provided that the issuer agrees, pursuant to the express terms of the Security Fund Letter of Credit, to accept presentment of sight drafts by facsimile transmission to the Outside Office (and without any requirement that the original sight draft or Security Fund Letter of Credit be presented or otherwise delivered). If the issuer so agrees to accept sight drafts by facsimile transmission, then Tenant shall not be required to cause the Security Fund Letter of Credit to be confirmed solely on account of the issuer's office for presentment being located outside of the Borough of Manhattan.

Submission of Property
<u>to Condominium Regime</u>

Under the terms of the Lease, Sponsor is not permitted to record the Declaration and/or or conduct the First Closing unless all of the following conditions have been satisfied (the "Condominium Conditions"):

(i) The Offering Plan has been accepted for filing by the Department of Law and a correct and complete copy of the letter issued by the Department of Law evidencing such acceptance has been delivered to Landlord;

(ii) The Condominium Documents have been approved (or deemed approved) by Landlord and conform to the requirements of the Lease and have not been amended, modified or supplemented unless each such amendment, modification or supplement has been determined by Landlord to conform to the provisions of the Lease;

(iii) The Condominium Board and a Managing Agent have entered into a Management Agreement, a correct and complete copy thereof has been delivered to Landlord, the same is in full force and effect, and Landlord is a named third party beneficiary thereunder and the Condominium Board, Managing Agent and Landlord have entered into Management Agreement, Subordination, Recognition and Attornment Agreement attached to the Lease;

(iv) The Condominium Plan has been declared effective in accordance with its terms and a correct and complete copy of the letter issued by the Department of Law evidencing acceptance of an amendment declaring the Condominium Plan effective has been delivered to Landlord;

(v) No Default or Event of Default (as defined in the Lease) has occurred under the Lease that has not been cured upon date the Declaration shall be recorded;

(vi) Tenant shall have delivered to Landlord: (A) a certificate from the Architect, in the form prescribed in the Lease, certifying that (x) all construction performed to date has been completed in accordance with the Construction Documents, the Master Development Plan, the Design Guidelines and the Proposal (as the Proposal may have been modified pursuant to the Construction Documents approved or deemed approved by Landlord as provided in the Lease) and (y) the amount of the remaining cost to effect completion of the Building; and (B) a certificate from Tenant certifying that the remaining unadvanced amount of the building loan for the construction of the Building is equal to or in excess of the amount certified by the Architect to effect completion of the Building;

(vii) a temporary Certificate of Occupancy for the Unit that is the subject of the Initial Unit Transfer (as defined in the Lease) has been issued and has not been suspended or revoked and a correct and complete copy of such Certificate of Occupancy has been delivered to Landlord; provided, however, the provisions of this clause shall not apply where the BPCA Unit is the subject of the First Closing;

(viii) Sponsor has caused to be deposited with Landlord the Security Fund Amount as more particularly described in the Subsection hereof entitled "Security Fund";

(ix) the Construction Completion Escrow Agreement, attached to the Lease, has been executed and delivered by Landlord, Sponsor and Albanese & Albanese LLP and the letter of credit required thereunder has been delivered;

(x) Sponsor has delivered to Landlord its certification that the foregoing conditions are satisfied;

(xi) The conditions and requirements in the Lease regarding individual Unit transfers have or will be satisfied at the First Closing as such conditions and requirements are described in the Subsection hereof entitled "Sale and Mortgaging of Units";

(xii) No Default or Event of Default (as defined in the Lease) has occurred that has not been cured upon the date of the First Closing; and

(xiii) If any mortgage encumbers Sponsor's interest in the Lease and the leasehold created thereby, a Unit Mortgage Subordination and Recognition Agreement for all Units encumbered by such mortgage has been executed, acknowledged and delivered by the holder of said mortgage, Sponsor, the Condominium Board and Landlord.

provided, however, that items (iii), (vi), (vii), (viii), (x) and (xi) need not be satisfied until the First Closing.

In the event that, at any time subsequent to the Commencement Date and prior to the recording of the Declaration, (i) Landlord makes payment of the indebtedness, (ii) New York City exercises its right under the purchase option to repay the indebtedness, or (iii) Landlord agrees to convey the Premises or assign its right, title and interest as tenant under the Master Lease or as Landlord under the Lease to New York City or any other person, Landlord shall give Tenant notice thereof within ten (10) business days after the occurrence of such event. In such event, the provisions as to amendments, modifications or supplements to the Condominium Documents shall be waived by Landlord as conditions to recording the Declaration, without any waiver of any other provisions of or rights under the Lease. At Tenant's request, Landlord shall (x) execute the Declaration, or take such other actions as are required by applicable requirements, as provided in the Lease and (y) cooperate with Tenant and, if requested by Tenant, cause master landlord to cooperate with Tenant, in causing the Declaration to be duly recorded prior to the acquisition of the project area by New York City or the consummation of any such conveyance or assignment.

In no event shall Landlord, at any time subsequent to Tenant's submission to Landlord for approval of the Condominium Documents and prior to the recording of the Declaration, convey its interest in the Premises or assign its right, title and interest as tenant under the Master Lease or as Landlord under the Lease to New York City or any other Person prior to the recording of the Declaration, unless Landlord has given Tenant at least sixty (60) days' prior notice of such proposed conveyance or assignment.

As of the condominium date, provided Tenant has given seven (7) Business Days' prior written notice to Landlord, Landlord shall execute, acknowledge and deliver to Tenant, a statement in writing certifying that the condominium conditions have been satisfied (or if any such Condominium Condition has not been satisfied, specifying those Condominium Conditions not so satisfied).

The effectiveness of a transfer of a Unit by Sponsor is conditioned upon the payment of any Special Additional Rent Payment (as defined in the Lease) then or theretofore due in accordance with Section 3.02 of the Lease and any such transfer made at any time when any Special Additional Rent Payment then or theretofore due has not been made shall be void and of no force or effect. As long as the Special Additional Rent Payments are paid and Sponsor furnishes Landlord with the Certification (as defined in the Lease), Landlord, upon receipt of a notice (the "Closing Notice") from Sponsor at least ten (10) days prior to the closing of the sale of the Unit, shall furnish at such closing (i) the Unit Mortgage Subordination and Recognition Agreement in the form included in Part II of the Plan, executed by Landlord, provided that the same is theretofor, or at the closing, executed, acknowledged and delivered to Landlord by all the other parties thereto, and (ii) an estoppel certificate (the "Closing Estoppel"), addressed to the purchaser of the Unit and/or the purchaser's mortgagee as designated by Sponsor, and containing a certification that all Special Additional Rent Payments then or theretofore due have been paid to Landlord.

This Section of the Plan does not purport to summarize the entire Lease, and is intended only to call attention to some of the more important provisions of the Lease which directly affect Unit Owners. A copy of the Lease is on file at the office of the Selling Agent for examination by prospective Purchasers and their attorneys. It is a lengthy and complex document worthy of thorough review.

Battery Park City Authority Unit

In accordance with the terms of the Lease, upon the later of the completion of the core and shell of the BPCA Unit or the First Closing, Sponsor will convey the BPCA Unit to BPCA. The owner of the BPCA Unit will not be responsible for the payment of Common Charges (including any portion of the Rent) to any Board. The monthly Common Charges of the Unit Owners of all other Units will include a contribution to the Condominium Board on behalf of the BPCA Unit that, in the aggregate, will offset and equal any Common Charges that would otherwise be assessed to or payable by the owner of the BPCA Unit. The BPCA Unit Owner may sell or lease all or any portion of the BPCA Unit, without any restriction or limitation imposed including, not being subject to a right of first refusal by the Condominium Board pursuant to the Declaration or the By-Laws.

Sponsor shall construct the core and shell of the BPCA Unit in accordance with the Design Guidelines, as modified and supplemented. Landlord shall provide to Sponsor such further plans, specifications and other information as Sponsor may reasonably require in order to construct such core and shell as further provided in the Lease. Prior to Substantial Completion of the Building, Landlord shall have the right to enter the BPCA Unit for the purpose of taking measurements and constructing Landlord's fit-out, finishing work, equipment installations and other work and installations required to obtain a Certificate of Occupancy for the BPCA Unit other than work required to be performed by Sponsor ("Landlord's Installation"), provided that same does not delay or hamper Sponsor's completion of construction of the Building. Sponsor shall bring to the BPCA Unit those utilities specified in the Lease, in a condition ready to receive and accommodate interior duct, wiring and plumbing distribution and layout and other customary elements of Landlord's Installation. Landlord shall be solely responsible for all costs and expenses directly incurred by it in connection with the use, operation and maintenance of the BPCA Unit and which are not the obligation of the Condominium Board under the Condominium Documents and for the performance of all alterations, changes, improvements, repairs and replacements to the BPCA Unit. .

It is currently intended that the BPCA Unit will be used as a maintenance facility of the Battery Park City Parks Conservancy which, among other things, maintains the parks in Battery Park City. In connection with such use, it is currently intended by BPCA that the BPCA Unit will store equipment, electric and gasoline fueled motor vehicles, supplies and bulk materials including sand, gravel, soil and mulch within the Building. The BPCA Unit will have its own service entry/exit for ingress and egress of the electric and gasoline fueled motor vehicles. A workshop for carpentry, electrical repairs, metal repairs and a painting/spray booth will be housed within the BPCA Unit. The mechanical equipment for the BPCA Unit will be located on the Residential tower roofs and like all mechanical equipment may create vibrations in some Residential Units. The maintenance operations may at times produce noise and odors that may be detectable in Units and Common Areas of the Building.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Construction of the Building

The Land is situated on a parcel bounded by Battery Place, Little West Street, Second Place and Third Place in the Borough of Manhattan.

The Building contains a Commercial Section, consisting of the Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements and a Residential Section consisting of the Residential Units, the Residential Common Elements and Residential Limited Common Elements.

The Building, including the individual Units therein, will be substantially completed in accordance with the Plans and Specifications and all applicable zoning and building Laws and other government requirements. No asbestos containing material will be present in insulating or fire-proofing material contained in the Building. Following completion of the Building, temporary Certificates of Occupancy for individual Units and the Building and/or a permanent Certificate of Occupancy for the Units and the Building will be issued by the Department of Buildings of the City of New York. Sponsor has filed the Plans and Specifications for the Building with the Department of Buildings of The City of New York and said Plans and Specifications have been approved by 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 agrees to perform in individual Residential Units at the request of Purchasers or Residential Unit Owners, the Residential Units will be substantially completed by December 2008 and the first temporary Certificate of Occupancy with respect to portions of the Building will be obtained on or about August 2008, both dates subject to Unavoidable Delays. Sponsor does not, however, warrant or guarantee the foregoing completion or occupancy dates for the Building due to Unavoidable Delays. The first temporary Certificate of Occupancy may issue for some but not all of the Units and Sponsor may complete construction of certain Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Units while construction in other Units is continuing, possibly, for extended periods of time and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units.

Sponsor has engaged SLCE Architects, LLP ("Sponsor's Architect") as architects for the Building, Pelli Clarke Pelli Architects, as design architects for the Building, DeSimone Consulting Engineers PLLC, as the structural engineers for the Building and Cosentini Associates, as the mechanical, electrical and plumbing engineers for the Building.

Sponsor reserves 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. None of the foregoing shall give rise to a right of rescission on the part of any Purchaser and may be made without prior notice or amendment to the Plan.

Residential Units

Subject to the rights of Sponsor to change the number of Residential Units, there will be a total of 251 Residential Units situated on floors 3 through Penthouse 2 of the Building. Unit 3B will be sold by Sponsor to the Condominium Board to be used as the Resident Manager's residence. There is no floor in the Building that will be designated as Floor 2 or Floor 13. Descriptions of the Residential Units 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, "Purchase Prices and Related Information for the Projected First Year of Condominium Operation" for further details.

Except as otherwise agreed by the parties, the Residential Units will be delivered to Purchasers with a finish coat of paint. Each Purchaser will be obligated to do all other painting and decorating of the Residential Unit at such Unit Owner's own cost and expense. Any special work which a Purchaser desires for a Residential Unit prior to Closing shall only be performed following Sponsor's prior written consent thereto and Sponsor's designation or approval of all contractors and suppliers in connection therewith, which consent and approval shall be within the sole discretion of Sponsor.

Included in the sale of each Residential Unit are the following: refrigerator/freezer, kitchen cabinets, microwave, gas range, recirculating hood, automatic dishwasher, washing machine and ventless dryer. 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 Improvements--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 or 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 Agreement.

Sponsor reserves the right, without prior notice or amendment to the Plan, to use the Commercial Units (other than the BPCA Unit), Common Elements and Unsold Residential Units on any floor of the Building as sales and rental offices, model apartments and construction office for the Building and any other building in which Sponsor or principals of Sponsor have an interest. Accordingly, Unit Owners are advised there may be pedestrian traffic and/or wear and tear on the elevators, lobbies and other Common Elements as a result of the use thereof. In the event Sponsor or its designee, thereafter, elects to sell such Unsold Residential Units, Sponsor or its designee may require the Purchaser thereof 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 together with any sales tax due in connection therewith.

A Residential Unit Owner may only use such Unit Owner's 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, but in no event may a Residential Unit Owner use such Unit Owner's Residential Unit for a use violative of the By-Laws.

New York City requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums. Sponsor intends to provide carbon monoxide detectors in each Unit in accordance with New York City Local Law 7 of 2004. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors stolen, removed, found missing or rendered inoperable. Sponsor makes no representations whether Unit Owners will comply with the foregoing obligations.

Resident Manager's Apartment

At or subsequent to the First Closing, Sponsor will sell Residential Unit 3B in the Condominium to the Residential Board, to be used as the Resident Manager's residence. The Residential Board shall be responsible for the payment of all mortgage recording and transfer taxes due in connection with the sale of the Unit. All Common Charges, including the costs of utilities and the costs of financing the purchase of the Unit, PILOT and the costs of repairs, alterations and improvements undertaken by the Residential Board attributable to the Resident Manager's apartment, shall be borne by all Residential Unit Owners as a Residential Common Expense. The purchase price of Unit 3B is $1,175,000. At the closing of title to Unit 3B, the Residential Board, on behalf of all Residential Unit Owners will pay the purchase price by executing and delivering one or more purchase money note(s) in the aggregate amount of $1,175,000 secured by one or more mortgage(s) on the Unit. The purchase money note will be for a term of five (5) years from the First Closing with interest payments due thereunder at the annual rate of 7.0% payable monthly. Upon the maturity date of the purchase money note, assuming the Residential Board is not in default thereunder, all interest and outstanding principal in the approximate amount of $1,175,000 will be due and payable. Sponsor does not intend to refinance or extend the purchase money note and purchase money mortgage at maturity. Purchasers are advised that refinancing by another lender may not be available and that the Residential Board, in order to repay the purchase money note, may be required to assess all Unit Owners in proportion to their respective Residential Common Interests. In addition, the interest rate payable under the purchase money note may or may not be higher than the rate offered at any time by institution lenders to individual Purchasers purchasing their Residential Units for occupancy. At Sponsor's option, the note(s) and mortgage(s) will be held by an institutional lender or by Sponsor. Closing costs, including without limitation, mortgage recording taxes, title insurance, Security Fund Contribution, recording fees and transfer taxes due in connection with the transfer and mortgage of the Resident Manager's Unit to the Residential Board will be paid by the Residential Board from the Contingency Fund or Working Capital Fund. In the event the Contingency Fund or Working Capital Fund is not sufficient, Sponsor will advance the funds necessary on behalf of the Residential Board and the Residential Board will repay Sponsor by executing a promissory note in the amount of the funds so advanced, to be repaid, without interest, in twelve equal monthly installments.

In the event the Residential Board defaults under the note(s) and mortgage(s), including, but not limited to a default as the result of the Residential Board's failure to pay the balance of the purchase money note due at maturity, the holder may foreclose on the Unit 3B and if the proceeds from the sale of the Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Residential Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium will be without a Resident Manager's apartment. Accordingly, alternate arrangements will be necessary to shelter the Resident Manager in the Condominium or within such distance of the Condominium as is then required by Law.

Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Residential Unit 3B to sell to the Residential Board as the Resident Manager's apartment; provided, however that such sale shall only be made pursuant to an amendment to the Plan and shall not result in the Residential Board incurring financing charges, common charges and PILOT, the sum of which exceed the costs of owning Unit 3B as set forth in Schedule B, by more than twenty-five percent (25%). Please refer to Schedule B, Budget for First Year of Condominium Operation" in Part I of the Plan for further details regarding the costs of housing the Resident Manager.

Sponsor reserves the right to not to sell a Unit to the Residential Board for a period of up to six (6) months during which period Sponsor will rent the Unit occupied by the Resident Manager to the Condominium Board. In such event, from the date of the First Closing until the transfer of title of the Unit, the Condominium shall pay to Sponsor, rent in an amount equal to the sum of the following: (a) principal and interest which would have been due on the Purchase Money Note, had same been executed by Condominium Board, (b) Common Charges assessed against the Unit occupied by the Resident Manager and (c) PILOT assessed against the Unit occupied by the Resident Manager. In the event Sponsor exercises the right to rent the Unit to the Condominium Board, the rental payments will not be credited against the purchase price. Please refer to Schedule B, Budget for First Year of Condominium Operation" in Part I of the Plan for further details regarding the costs of housing the Resident Manager.

Terraces

As indicated in Schedule A, Terraces are appurtenant to certain Residential Units and are included in the purchase prices therefor. Terraces are Residential Limited Common Elements. A Residential Unit Owner who has a Terrace appurtenant to such Unit Owner's Residential Unit shall have the exclusive use of same, subject to the right of the Residential Board to access the Terrace and to regulate its use (as more particularly described in the Declaration and By-Laws), and shall be responsible for all normal Maintenance thereto. However, the costs and expenses of any structural repairs or repairs or replacements of the Roof System or repairs or replacements to any Terrace (unless caused by its Residential Unit Owner) shall be charged to all Residential Unit Owners as a Residential Common Expense.

Terraces appurtenant to certain Units which will be sold with certain plantings ("Terrace Plantings") and special roof system ("Roof System") designed in accordance with the Green Requirements (as such term is defined herein) and are required by BPCA in order to meet elevated standards for energy efficiency, air quality and sustainability. The Terrace Plantings and Roof System are required to be installed and maintained on such terraces pursuant to the

terms of the Lease. The Unit Owners of such Units will be required to maintain the Terrace Plantings at the Unit Owners' sole cost and expense, however, the Residential Board will be required to maintain the Roof System. In the event a Unit Owner fails to maintain the Terrace Plantings, the Residential Board reserves the right to do so and the cost and expense thereof shall be charged to such Unit Owner as a Residential Common Charge. Purchasers of said Units will be required to execute the Terrace Rider to Agreement set forth in Part II of the Plan. Please refer to the "Description of Property" and the "Environmental Guidelines" set forth in Part II of the Plan for further details.

The Condominium Board and the Residential Board will have the right to require a Residential Unit Owner to obtain the consent of the Condominium Board and/or the Residential Board prior to installing plantings, surface coverings and other furniture, equipment and installations on the Terraces and may require a Residential Unit Owner to remove same, at such Residential Unit Owner's sole cost and expense, if the Condominium Board or the Residential Board determines, in their respective discretion, that such plantings, surface coverings, furniture, equipment or other installations adversely affect the integrity of the roofs or adversely affect the appearance of the Building or if required to facilitate access to the Roof System or other Common Elements pursuant to the Declaration and/or By-Laws. No Terrace may be enclosed without the express written consent of the Condominium Board. The Condominium Board and the Residential Board may each 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.

Commercial Units

As more particularly described in the Section of the Plan entitled "Commercial Units," in the Declaration and the "Description of Property," the Commercial Units will be situated on portions of the Cellar through Sixth Floor of the Building. The Commercial Units will be initially comprised of five (5) Units: two (2) Retail Units located on the First Floor of the Building; the BPCA Unit located on a portion of the Cellar Floor through Sixth Floor of the Building, to be conveyed to BPCA pursuant to the provisions of the Lease; one (1) Storage Unit located on the Cellar Floor of the Building and one (1) Garage Unit located on the Cellar Floor and First Floor. The Garage Unit contains approximately 50 parking spaces which may be operated up to twenty-four (24) hours a day. Sponsor has applied for a special permit to increase the parking spaces in the Garage Unit to up to one hundred twenty (120) parking spaces. It is anticipated that the garage will be available for use up to 24 hours a day and will have access to the lobby via elevators and stairs. The garage will be operated in compliance with Multiple Dwelling Law §60. Multiple Dwelling Law §60 provides in relevant part that parking spaces within a building be first made available to occupants of the building. It is anticipated that the garage will be operated by a parking garage operator who may or may not be affiliated with Sponsor. The operator will determine and collect charges based upon market rates and will establish such rules and regulations governing the availability and priority of spaces and the general operation of the garage as such operator may deem appropriate. Sponsor anticipates combining certain of the Commercial Units with the Garage Unit provided the special permit to increase the number of parking spaces is granted, although, Sponsor is under no obligation to do so. The Commercial Units may include retail stores, commercial and professional offices, a

garage, restaurants, banks, storage space (including storage of equipment, supplies, gardening chemicals and materials), workshops and any other legal uses.

In accordance with the terms of the Lease, Sponsor will convey the BPCA Unit to BPCA upon the later of the completion of the core and shell of the Building or the First Closing. The BPCA Unit will not be responsible for the payment of Common Charges to any Board. The monthly Common Charges of all other Unit Owners will include a contribution to the Condominium Board on behalf of the BPCA Unit that, in the aggregate, will offset and equal any such Common Charges that would otherwise be assessed to or payable by the owner of BPCA Unit. BPCA is not a "sponsor" of this offering, is not participating as a "sponsor" in the individual sales of the Units and will have no liability or obligation to Purchasers under the Plan. Please refer to the Section entitled "Summary of the Lease" in Part I of the Plan for more details.

The Residential Board will have no right to restrict or limit the method of operation or of any uses of the Commercial Units which are permitted by Law. The Commercial Board may adopt rules or approve changes relating solely to the Commercial Units (other than the BPCA Unit), including rules of operation. No rules affecting the operation of the Commercial Units may be adopted or modified by the Condominium Board without the consent of the Commercial Board. All or any part of the Commercial Units may be leased or subleased by the Commercial Unit Owners, all as more fully set forth in the Declaration. A Commercial Unit may be divided by the Commercial Unit Owner thereof. (See the Section entitled "Changes in Prices and Units"). The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any space in the Commercial Units.

The Commercial Unit Owners shall have the right, without the consent of the Condominium Board or the Residential Board, and at their sole cost and expense, to alter, modify, restore or construct the exterior façade and storefronts of the Building up to the level of the First Floor of the Building and to create additional means of egress and ingress provided that such alterations, modifications, restoration or construction are in compliance with applicable Law, the Design Guidelines, the Environmental Guidelines and the Lease and do not affect the structural integrity of the Building. The Sponsor and the Commercial Unit Owners also have an easement to use the sidewalks surrounding portions of the Building for purposes permitted by Law. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General 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 applicable provisions of the Law.

No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Commercial Units or as to who the Unit Owners, tenants or occupants of any portion of the Commercial Units may be at any time or as to the uses to which any portion of the Commercial Units may be put at any time (except that the Commercial Units may be used for any lawful purpose or as otherwise limited by the Plan). The use of the Commercial Units may generate noise, vibrations or other disturbances over which the Residential Unit Owners will have no control.

General Common Elements

Generally, the General Common Elements consist of all Common Elements other than the Commercial Common Elements, Commercial Limited Common Elements, Residential Common Elements and Residential Limited Common Elements and include, among other things, the following: (a) the leasehold interest in the Land and Building including any sidewalks appurtenant thereto; (b) all foundations, footings, columns, girders, concrete floor slabs and ceilings (except to the extent included as the Commercial Common Elements, Commercial Limited Common Elements, Residential Common Elements, or Residential Limited Common Elements or part of any Unit), beams, supports, and interior load bearing walls, together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed concrete structural members of those walls, (c) corridors and all fire staircases, landings and stairs which are not Commercial Common Elements, Commercial Limited Common Elements, Residential Common Elements, or Residential Limited Common Elements or part of any Unit; (d) water treatment facility, maintenance office, locker rooms, lavatories, water meter/pump room, fire pump room, gas meter room, electric service entry room, storage/workshop room and main telephone closet located in the Cellar; (e) electric switch board room located on the Fifth Floor and storm water retention tank room located on the Fourth Floor; (f) general illumination fixtures and security systems except to the extent located within a Unit; (g) hot water mechanical and heat recovery fan room located on the Ninth and Eleventh Floors; (h) mechanical room located on Penthouse 2; (i) heat recovery fan room located on the mechanical roof level 3; (j) all passages, windows, hallways, stairs, corridors, mechanical and other rooms, areas and spaces located in the Building serving both the Residential Section and Commercial Section, which are not Commercial Common Elements, Commercial Limited Common Elements, Residential Common Elements, Residential Limited Common Elements or part of any Unit; (k) the roofs and roof setbacks (except to the extent that a portion of a roof is comprised of any Commercial Common Elements, Commercial Limited Common Elements, Residential Common Elements, or Residential Limited Common Elements); (l) the water tower, chiller plant and cooling tower on the mechanical roofs; and (m) all other parts of the Building and the apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, Maintenance or safety of both the Commercial Section and the Residential Section and which are not owned by another entity such as the supplier, servicer or installer of the systems. A detailed description of the General Common Elements is set forth in the Declaration.

Residential Common Elements

Generally, the Residential Common Elements include, among other things, the following: (a) passenger elevators E-1, E-2, E-4 and E-5 (including their shafts, pits, machinery and appurtenant facilities) E-1 and E-2 from the First Floor, Seventh Floor, Eighth Floor and Twelfth Floor to the Penthouse 2, E-4 and E-5 from the First Floor through Floor 11 and passenger/service elevator E-3 (including its shaft, pits, machinery and appurtenant facilities) from the Cellar Floor through Penthouse 2 and First Mechanical Roof Level; (b) the telephone/electric closets on the Third Floor through Penthouse 2, equipment rooms, residential storage (including without limitation the Storage Bins) and bicycle storage room located in the Cellar; (c) the residential entrances, lobby, mailroom and children's playroom on the First Floor

of the Building; (d) Fitness Center including aerobics room, steam room, locker areas, men's and women's lavatories located on the Seventh and Eighth Floors of the Building; (e) pool and laundry room located on the Seventh Floor of the Building; (f) pool mechanical room located on the Sixth Floor of the Building; (g) passages, hallways, stairs and corridors to the extent any of the same are for the exclusive use of the Residential Section; (h) electric panels, closets, feeders and risers serving the Residential Section; (i) the trash rooms and trash chutes servicing the Residential Section; (j) all columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls from above the slab over the first floor of the Building to the roof (except to the extent that any are included in the BPCA Unit); (k) all mechanical space and other rooms, areas and spaces located in the Building serving exclusively the Residential Units, the Residential Common Elements and the Residential Limited Common Elements and which are not General Common Elements, Commercial Common Elements, Commercial Limited Common Elements or part of any Unit; (l) mechanical rooms and spaces located on the Roof which are not General Common Elements, Commercial Common Elements, Commercial Limited Common Elements; (m) Roof Garden and Roof Terraces located on the various roofs of the Building; and (n) all other 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 which are not owned by another entity such as the supplier, servicer or installer of the systems. A detailed description of the Residential Common Elements is contained in the Declaration.

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. At the present time the Residential Limited Common Elements consist of the Terraces appurtenant to certain Residential Units.

Commercial Common Elements

Generally, the Commercial Common Elements include, among other things, the following: (a) all columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls located within any Commercial Unit or separating a Commercial Unit from a Residential Unit or a Residential Common Element; (b) stairways for the exclusive use of the Commercial Section (which are not part of any Commercial Unit); and (c) all other 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 Commercial Units or the Commercial Unit Owners. A detailed description of the Commercial Common Elements is set forth in the Declaration. The Commercial Unit Owners will have the right to grant easements permitting access between any Commercial Common Element or other portion of the Commercial Section and any property adjoining the Land, including the right to penetrate any General Common Elements and Commercial Common Elements located between the Commercial Units and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building.

Commercial Limited Common Elements

The Commercial Limited Common Elements include those portions of the Building, if any, which are available for the exclusive use of the Commercial Unit Owner or, in the event that a Commercial Unit is subdivided, is available for the exclusive use of some but not all of the Commercial Units. The costs of maintaining and operating the Commercial Limited Common Elements shall be borne by the Commercial Unit Owner having exclusive access thereto or utilizing or benefiting from the same.

Services and Facilities

The Condominium is designed to be a "green" Building, which means that the Building will be constructed with certain mechanical systems and building materials which meet elevated standards for energy efficiency, air quality and sustainability in accordance with the Design Guidelines set forth in the Lease and the "Environmental Guidelines" (collectively, hereinafter the "Green Requirements"). Purchasers are advised that the cost of operating and maintaining the Condominium in accordance with the Green Requirements may be higher for this Building than conventional condominium buildings in New York City and may directly impact and increase Common Charges payable by each Unit Owner based upon his/her percentage interest in the Common Elements or Proportionate Common Interest, as the case may be. Please refer to the Budget in Part I of the Plan and the "Description of Property" and "Environmental Guidelines" in Part II of the Plan for further details with respect to the Green Requirements.

Except as noted below, all of the services and facilities described herein will initially be provided and made available to Residential Unit Owners following the First Closing.

a. Concierge/Doorman

It is anticipated that a uniformed concierge will be on duty at the Lobby of the Building twenty-four (24) hours a day, seven (7) days a week to assist those arriving and departing.

b. Doorman

It is anticipated that a uniformed doorman will be on duty at the Lobby of the Building sixteen (16) hours a day, seven (7) days a week, to assist those arriving and departing. The doorman's hours of duty may not be provided until title has closed to fifty (50%) percent of the Residential Units.

c. Elevator Service

Five (5) automatic passenger elevators (two (2) that are low-rise and three (3) that are high-rise) will be in service, twenty-four (24) hours a day, seven (7) days a week, for the use of Residential Unit Owners. One of the elevators, Number E-3, shall also be available for the use of all Residential Unit Owners as a service elevator. The Retail Units will not have an elevator and one of the elevators will stop at the Cellar but will not be dedicated to the Garage Unit. None of the elevators described herein will serve the BPCA Unit. Please see Description of

Property in Part II for further details regarding the floors served by the low-rise and the high-rise elevators.

d. Cable Television Service

A cable television system 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 (e.g., Home Box Office or Showtime) will also be available from the cable company for an additional charge on the same basis. Residential Unit Owners desiring cable service will be required to make arrangements directly with the cable service provider servicing the Building. The charges for all connections and services will be at the rates established, from time to time, by the cable service provider and will be billed directly to and paid by the Residential Unit Owner requesting the service. Inasmuch as the wiring of the Building may be delayed until a certain percentage of the Residential Units are occupied, Sponsor makes no representation that cable television service will be available to any Residential Unit Owner upon its initial occupancy of a Residential Unit. Sponsor may enter into an agreement with a cable company (the "Cable Company"), granting the Cable Company the right to install wires, cables and other components of its system (the "Cable Facilities") in the Building's internal conduit system and granting the Cable Company an easement for the installation, repair or replacement of the Cable Facilities and certain rights to relocate the Cable Facilities which shall remain the property of the Cable Company (the "Cable Agreement"). The Condominium would own and maintain the internal conduit system in which the Cable Facilities are located. In the event Sponsor enters into the Cable Agreement, the Condominium will be subject to and bound by the terms thereof.

e. Electrical Systems and Telephone Service

The Building will be equipped with a master electric meter with computerized sub-meters for each Residential Unit. It is anticipated that the Residential Board will receive a single invoice from the electric utility provider reflecting all electricity consumption measured by the master meter, which includes individual Residential Unit usage, Residential Common Element usage, General Common Element usage and cooling tower usage. The Residential Board will pay this electricity bill to the utility company. The Residential Board anticipates engaging an independent company to read the submeters and process separate invoices for each Residential Unit, based on the usage reflected on the submeter for that Unit. Each Residential Unit Owner will receive a monthly invoice for electricity consumed in the Unit which the Unit Owner shall be required to pay directly to the Residential Board in the same manner as Common Charges. The cost for engaging an independent company will be borne by all Residential Unit Owners as a Residential Common Expense. The Residential Board will have the same rights and remedies respecting a Unit Owner's failure to pay electricity charges as the Board has for non-payment of Common Charges. The By-Laws include a grievance and dispute resolution procedure if a Residential Unit Owner has a question or objection to electric submetered charges. The electricity consumed by each of the Commercial Units will be separately metered and paid for by the respective Owners of the Commercial Units directly to the applicable utility company.

Local and long distance telephone service (both land and cellular) can be provided by Verizon or other telephone service providers. Each Residential Unit will be prewired to

permit the installation of telephone jacks (at such Unit Owner's expense). No provision will be made for the Commercial Units. Residential Unit Owners desiring telephone service will be required to make arrangements directly with a telephone service provider. The charges for all connections and services will be at the rates established, from time to time, by the service provider and will be billed directly to and paid by the Residential Unit Owner requesting the service. Sponsor makes no representations or guarantees regarding telephone reception or the availability of cellular service in any Unit or any other portion of the Building. Sponsor may enter into an agreement with a telephone company (the "Telephone Company"), granting the Telephone Company the right to install wires, cables and other components of its system (the "Telephone Facilities") in the Building's internal conduit system and granting the Telephone Company an easement for the installation, repair or replacement of the Telephone Facilities and certain rights to relocate the Telephone Facilities which shall remain the property of the Telephone Company (the "Telephone Agreement"). The Condominium would own and maintain the internal conduit system in which the Telephone Facilities are located. In the event Sponsor enters into the Telephone Agreement, the Condominium will be subject to and bound by the terms thereof.

Commercial Unit Owners will have the ability to wire into and connect to service within the main telephone room.

f. Internet Service

Internet service will be provided to the Residential Units through a T-1 line or alternate means. Residential Unit Owners desiring internet service will be required to make arrangements directly with the intemet service provider servicing the Building. All charges for intemet service (including activation, installation and subscription charges) will be at the rates established, from time to time, by the intemet service provider and will be billed directly to and paid by the Residential Unit Owner requesting the service. Inasmuch as the wiring of the Building may be delayed until a certain percentage of the Residential Units are occupied, Sponsor makes no representation that internet service will be available to any Residential Unit Owner upon its initial occupancy of a Unit. Sponsor may enter into an agreement with a intemet company (the "Internet Company"), granting the Intemet Company the right to install wires, cables and other components of its system (the "Intemet Facilities") in the Building's intemal conduit system and granting the Intemet Company an easement for the installation, repair or replacement of the Internet Facilities and certain rights to relocate the Internet Facilities which shall remain the property of the Internet Company (the "Internet Agreement"). The Condominium would own and maintain the internal conduit system in which the Intemet Facilities are located. In the event Sponsor enters into the Intemet Agreement, the Condominium will be subject to and bound by the terms thereof. Altematively, Sponsor will install wires, cables and other components necessary for the internet system which will be owned and maintained by the Condominium Board. Commercial Unit Owners will have the ability to wire into and connect to service within the main telephone room.

g. Mail

All incoming mail will be delivered by the United States Postal Service to the mail room which will contain a locked front-loading mailbox for each Unit.

h. Laundry

There will be a laundry room located on the Seventh Floor of the Building servicing the Residential Unit Owners. The laundry room will contain five (5) coin- or vending card-operated washing machines and five (5) coin- or vending card-operated dryers. In addition, each Residential Unit will contain a washer and dryer.

i. Refuse Disposal

There will be one (1) refuse chute serving the Residential Units leading directly to the refuse room located in the Cellar. Recyclable materials shall be stored in bins adjacent to the refuse chute and residents will be required to comply with all applicable Laws pertaining to recycling in the manner established by the Residential Board.

j. Fitness Center

There will be a Fitness Center located on the Seventh and Eighth Floors of the Building, which will be available for the exclusive use of residents. It is anticipated that the Fitness Center will be open from 6:00 a.m. to 11:00 p.m. or as otherwise determined by the Residential Board. The Fitness Center will initially contain an aerobics room, steam room, sauna, lavatories and lockers. The equipment contained in the Fitness Center is described in the Description of Property set forth in Part II of the Plan.

k. Pool

There will be a pool located on the Seventh Floor of the Building, which will be available for the exclusive use of residents. The use of the Pool is subject to such rules and regulations as may be promulgated from time to time by the Residential Board, including restriction on hours of operation and the use thereof by persons under a certain age.

l. Lounge

There will be a lounge located on the Seventh Floor of the Building. The lounge will be furnished with tables and chairs. This facility is subject to such rules and regulations as may be promulgated from time to time by the Residential Board, including restriction on hours of operation.

m. Children's Playroom

There will be a children's playroom located on the First Floor of the Building. The children's playroom is available for use by resident children accompanied by a responsible adult during such hours as may be determined by the Residential Board and subject to such other rules and regulations as may be promulgated from time to time by the Residential Board.

n. Bicycle Storage

There will be a bicycle storage room, available for use by the occupants of the Residential Units, on the Cellar Floor of the Building (the "Bicycle Room") which will include

facilities for the storage of approximately 126 bicycles (hereinafter referred to as "Bicycle Racks"). The Residential Unit Owners will be able to utilize the Bicycle Room on a first-come, first-served basis. The Residential Board shall not be liable for any theft or damage to any bicycles or other objects stored in the Bicycle Room, unless due to the gross negligence of the Residential Board. The Bicycle Room and the Bicycle Racks will be unattended and the Residential Unit occupants will store bicycles in the Bicycle Room at their own risk.

o. Roof Garden

There will be a landscaped garden located at the Mechanical Roof Level (the "Roof Garden"). The Roof Garden shall be designated as a Residential Common Element and the cost of maintaining the Roof Garden will be a Residential Common Expense. However pursuant to the terms of the Lease and the restrictions set forth by BPCA, Residential Unit Owners shall not be permitted to have access to the Roof Garden, insofar as the Roof Garden has been designed to comply with the requirements set forth by BPCA which preclude pedestrian access.

p. Roof Terraces

The Building will contain a roof terrace on the roof above the Sixth Floor of the Building and a roof terrace on the roof above the Eleventh Floor of the Building ("Roof Terraces"). The Roof Terraces will be designated as a Residential Common Element and owned by all Residential Unit Owners with maintenance thereof charged to all Residential Unit Owners as a Residential Common Expense. Residential Unit Owners will have access to the Roof Terraces from the Seventh Floor and Twelfth Floor of the Building.

q. Water Treatment Facility

In accordance with the Green Requirements, the Building will be built using certain "green" technologies, including, without limitation a water treatment facility ("Water Treatment Facility") located in the Cellar, which will treat and recycle waste water in the Building that will be used for flushing water closets and cooling tower-make-up. It is anticipated that the Water Treatment Facility will initially serve all of the Units in the Condominium, but may, in the future serve other buildings in the vicinity of the Condominium. The recycled water is not potable and, if consumed, can be harmful to the health of people and pets. Please refer to the "Description of Property" in Part II of the Plan for further details.

General

All determinations with respect to the continuance of any of the foregoing services, if initially made available, will be made by the Residential Board, which will be controlled by Sponsor during the Sponsor Control Period as described in the Section of the Plan 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.

None of Sponsor, the Selling Agent or the Managing Agent nor the Boards 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 or resulting from any failure of any service or procedure, except to the extent that any such injury to person or damage to property occurs as a result of the negligence of Sponsor, the Managing Agent or any of the Boards, as the case may be.

No representation or warranty is made and no assurance is given 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 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, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent or their respective agents.

LOCATION AND AREA INFORMATION

Location and Services

The Visionaire is located in Battery Park City on Little West Street and Second Place on the tip of lower Manhattan in New York City.

New York City, the most populous city in the United States, is one of the principal urban centers of the world. Existing as an economic and recreational hub, New York City contains numerous businesses, transportation facilities, cultural activities, recreational parks, educational facilities, medical centers and world renowned restaurants.

In addition, New York City is the nation's principal corporate and financial center. It is the home of the New York Stock Exchange, the American Stock Exchange and the NASDAQ and a myriad of corporate headquarters for the financial, advertising and garment industries, just to name a few.

Battery Park City created and designed in accordance with Battery Park City Authority's 1979 Master Plan is acknowledged to be one of the most ambitious urban mixed-use communities currently under development in the United States. It is also the single largest development in downtown New York City. The Battery Park City Master Plan provides for the design of a street system that forms small and varied blocks, similar to those of lower Manhattan to include up to 14,000 residential units and 6,000,000 square feet of commercial space.

The Battery Park City Authority Master Plan emphasizes open space along the riverfront. As a result, a remarkable 30 percent of the land is dedicated to open space including parks and recreational facilities. The nearby Battery Park Esplanade, located to the west of The Visionaire, features views of the New York Harbor, Statue of Liberty, Ellis Island, New Jersey Shoreline and the Hudson River. With parks and gardens lining the entire path, and dotted with sculptures and public art installations, the Esplanade is a pedestrian's aesthetic delight. Rector Park, located to the north of The Visionaire and landscaped in the tradition of intimate gardens such as Gramercy Park, also offers pedestrians a serene environment in which to relax. Also nearby, along the North Cove in The World Financial Center is a stepped 3.5 acre plaza with tree shaded cafes, a courtyard, generous space for outdoor events, and a glass enclosed year-round 120 foot high Winter Garden.

To meet the needs of the burgeoning population of Battery Park City, the area is served by a rapidly expanding network of stores convenient to all. Within a few blocks from The Visionaire one can find shops currently including Century 21, Issey Miyake and Montmarte. Additionally, in the nearby Winter Garden, located in The World Financial Center, over thirty restaurants and retail stores currently exist such as Ann Taylor, The Gap, Banana Republic and The Grill Room to name a few.

Located within a reasonable distance from the Condominium are some of New York City's famous restaurants such as Delmonicos, Les Halles Downtown, and Chanterelle, while food markets such as Gristedes and the Amish Market are also conveniently located nearby.

Several educational facilities are located in the Battery Park area. Two local elementary middle schools are PS 234, located at 292 Greenwich Street and PS/IS 89, located at 201 Warren Street. The well known Stuyvesant High School, with entrance by competition or examination, is located at 325 Chambers Street. Claremont Preparatory School, located at 41 Broad Street, and the Downtown Little School are other notable schools within the Battery Park City area.

Two of the city's well known hospitals are in close proximity to The Visionaire, NYU Downtown Hospital of the NYU Medical Center, located at Beekman and Gold Streets and St. Vincent's Hospital located on West 12th Street between 6th and 7th Avenues.

The Visionaire is served by excellent transportation facilities. Aside from taxi and municipal bus services that are available throughout the city, the A, E and number 4 subway lines and PATH trains are located nearby. In addition, a large scale reconstruction of the lower Manhattan transportation hub is being developed and evaluated, although plans have not yet been finalized. The Condominium is also well located for automobile travel to and from the city. West Street is connected to both the West Side Highway and the FDR Drive, which in turn are both connected to most regional arteries including the New York State Thruway, Interstate 95 and the Henry Hudson Parkway. New York City is serviced by three major airports, JFK International and LaGuardia in New York and Newark Liberty International in New Jersey, all located within easy access of The Visionaire by car and/or helicopter.

Police, fire, water, sanitation and snow removal are provided by the City of New York. The Visionaire is located in the 1st Police Precinct with headquarters located at 16 Ericson Place and primary fire protection is from the FDNY Engine Company 10 and Ladder Company 10 firehouse located at 124 Liberty Street.

No guaranty exists that any of the foregoing services or amenities will continue to be available to Unit Owners or residents in the future or that any change in the foregoing will not adversely impact upon the value of the Units. Sponsor makes no representations that the character of the neighborhood, the businesses and other institutions which operate there or the qualitative nature of the surroundings will not change.

Zoning and Use

The Property is located in the Special Battery Park City District A1, as R10 Equivalent which permits residential and commercial uses. Sponsor makes no representation that the zoning for the Property will not change. The Property has a land area of approximately 35,352 square feet.

As more particularly set forth in the Description of Property contained in Part II of the Plan, the maximum allowable floor area for the Property is 424,224 square feet. No other air or development rights were obtained for the development of the Condominium. Route 9A (West Side Highway) which is located immediately east of the Property is currently under construction. Current plans of the State of New York, Department of Transportation include, among other things, the creation of a pedestrian promenade between Little West Street and Route 9A. The pedestrian promenade would be adjacent to the Property. There may be increased pedestrian traffic near the Condominium and/or ongoing construction as a result of the construction of the

pedestrian promenade. No representation or warranty is made and no assurance is given as to whether such pedestrian promenade will be constructed and/or when such construction will commence or terminate. In addition, Purchasers are advised that construction is underway at the former site of the World Trade Center which will take several years to complete and other adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Residential Unit.

SCHEDULE A – PURCHASE PRICES AND RELATED INFORMATION FOR THE PROJECTED FIRST YEAR OF CONDOMINIUM OPERATION

The Visionaire

Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
3A	1BR, 1BA		819	$ 815,000	0.21926%	0.23711%	$ 309.95	$ 754.52	$ 1,064.47
3B	2BR, 2BA		1,311	$ 1,175,000	0.35269%	0.38140%	$ 498.56	$ 1,213.67	$ 1,712.24
3C	1BR, 1BA		930	$ 810,000	0.24936%	0.26967%	$ 352.50	$ 858.11	$ 1,210.61
3D	1BR, 1BA		1,002	$ 860,000	0.26889%	0.29078%	$ 380.10	$ 925.30	$ 1,305.41
3E	2BR, 2BA		1,321	$ 1,380,000	0.35540%	0.38434%	$ 502.40	$ 1,223.01	$ 1,725.40
3F	0BR, 1BA		605	$ 625,000	0.16122%	0.17435%	$ 227.91	$ 554.81	$ 782.72
3G	2BR, 2BA		1,491	$ 1,300,000	0.40150%	0.43419%	$ 567.57	$ 1,381.66	$ 1,949.23
3H	2BR, 2BA		1,235	$ 1,305,000	0.33208%	0.35911%	$ 469.43	$ 1,142.75	$ 1,612.18
3J	0BR, 1BA		686	$ 695,000	0.18319%	0.19811%	$ 258.96	$ 630.40	$ 889.36
3K	2BR, 2BA		1,356	$ 1,280,000	0.36489%	0.39460%	$ 515.82	$ 1,255.67	$ 1,771.48
4A	1BR, 1BA		819	$ 825,000	0.21953%	0.23741%	$ 310.33	$ 755.46	$ 1,065.79
4B	2BR, 2BA		1,311	$ 1,280,000	0.35296%	0.38170%	$ 498.95	$ 1,214.61	$ 1,713.55
4C	1BR, 1BA		930	$ 820,000	0.24963%	0.26996%	$ 352.89	$ 859.04	$ 1,211.93
4D	1BR, 1BA		1,002	$ 870,000	0.26916%	0.29107%	$ 380.49	$ 926.24	$ 1,306.72
4E	2BR, 2BA		1,321	$ 1,395,000	0.35567%	0.38463%	$ 502.78	$ 1,223.94	$ 1,726.72
4F	0BR, 1BA		605	$ 635,000	0.16150%	0.17464%	$ 228.29	$ 555.74	$ 784.04
4G	2BR, 2BA		1,491	$ 1,315,000	0.40177%	0.43449%	$ 567.95	$ 1,382.59	$ 1,950.54
4H	2BR, 2BA		1,235	$ 1,355,000	0.33235%	0.35941%	$ 469.81	$ 1,143.68	$ 1,613.49
4J	0BR, 1BA		686	$ 705,000	0.18346%	0.19840%	$ 259.35	$ 631.33	$ 890.68
4K	2BR, 2BA		1,356	$ 1,295,000	0.36516%	0.39489%	$ 516.20	$ 1,256.60	$ 1,772.80
5A	1BR, 1BA		819	$ 835,000	0.21967%	0.23755%	$ 310.52	$ 755.92	$ 1,066.45
5B	2BR, 2BA		1,311	$ 1,295,000	0.35309%	0.38184%	$ 499.14	$ 1,215.07	$ 1,714.21
5C	1BR, 1BA		930	$ 830,000	0.24977%	0.27011%	$ 353.08	$ 859.51	$ 1,212.59
5D	1BR, 1BA		1,002	$ 880,000	0.26929%	0.29122%	$ 380.68	$ 926.70	$ 1,307.38
5E	2BR, 2BA		1,321	$ 1,410,000	0.35580%	0.38478%	$ 502.97	$ 1,224.41	$ 1,727.38
5F	0BR, 1BA		605	$ 645,000	0.16163%	0.17479%	$ 228.48	$ 556.21	$ 784.69
5G	2BR, 2BA		1,491	$ 1,330,000	0.40191%	0.43463%	$ 568.14	$ 1,383.06	$ 1,951.20
5H	2BR, 2BA		1,235	$ 1,370,000	0.33248%	0.35955%	$ 470.00	$ 1,144.15	$ 1,614.15
5J	0BR, 1BA		686	$ 715,000	0.18360%	0.19855%	$ 259.54	$ 631.80	$ 891.34
5K	2BR, 2BA		1,356	$ 1,310,000	0.36530%	0.39504%	$ 516.39	$ 1,257.07	$ 1,773.46
6A	1BR, 1BA		819	$ 845,000	0.21994%	0.23785%	$ 310.91	$ 756.85	$ 1,067.76

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Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
6B	2BR, 2BA		1,311	$ 1,310,000	0.35336%	0.38214%	$ 499.52	$ 1,216.01	$ 1,715.53
6C	1BR, 1BA		930	$ 840,000	0.25004%	0.27040%	$ 353.46	$ 860.44	$ 1,213.90
6D	1BR, 1BA		1,002	$ 890,000	0.26957%	0.29151%	$ 381.06	$ 927.64	$ 1,308.70
6E	2BR, 2BA		1,321	$ 1,300,000	0.35608%	0.38507%	$ 503.36	$ 1,225.34	$ 1,728.70
6F	0BR, 1BA		605	$ 655,000	0.16190%	0.17508%	$ 228.87	$ 557.14	$ 786.01
6G	2BR, 2BA		1,491	$ 1,345,000	0.40218%	0.43493%	$ 568.53	$ 1,383.99	$ 1,952.52
6H	2BR, 2BA		1,235	$ 1,385,000	0.33275%	0.35985%	$ 470.39	$ 1,145.08	$ 1,615.47
6J	0BR, 1BA		686	$ 725,000	0.18387%	0.19884%	$ 259.92	$ 632.73	$ 892.65
6K	2BR, 2BA		1,356	$ 1,325,000	0.36557%	0.39533%	$ 516.77	$ 1,258.00	$ 1,774.78
7A	1BR, 1BA		819	$ 855,000	0.22007%	0.23799%	$ 311.10	$ 757.32	$ 1,068.42
7B	2BR, 2BA		1,311	$ 1,325,000	0.35350%	0.38228%	$ 499.71	$ 1,216.47	$ 1,716.19
7C	1BR, 1BA		930	$ 850,000	0.25018%	0.27055%	$ 353.65	$ 860.91	$ 1,214.56
7D	1BR, 1BA		1,002	$ 900,000	0.26970%	0.29166%	$ 381.25	$ 928.10	$ 1,309.36
7E	2BR, 2BA		1,321	$ 1,440,000	0.35621%	0.38522%	$ 503.55	$ 1,225.81	$ 1,729.35
7F	0BR, 1BA		605	$ 665,000	0.16204%	0.17523%	$ 229.06	$ 557.61	$ 786.67
7G	1BR, 1BA		901	$ 915,000	0.24231%	0.26204%	$ 342.53	$ 833.85	$ 1,176.38
7H	1BR, 1BA		925	$ 925,000	0.24882%	0.26908%	$ 351.74	$ 856.24	$ 1,207.98
7J	1BR, 1BA		871	$ 895,000	0.23417%	0.25324%	$ 331.03	$ 805.85	$ 1,136.88
7K	2BR, 2BA		1,209	$ 1,295,000	0.32584%	0.35237%	$ 460.61	$ 1,121.28	$ 1,581.89
7L	3BR, 3BA	165	2,102	$ 2,350,000	0.56801%	0.61426%	$ 802.95	$ 1,954.66	$ 2,757.62
7M	3BR, 2.5BA		1,681	$ 1,825,000	0.45384%	0.49079%	$ 641.56	$ 1,561.77	$ 2,203.33
7N	2BR, 2BA		1,356	$ 1,340,000	0.36570%	0.39548%	$ 516.97	$ 1,258.47	$ 1,775.43
8A	1BR, 1BA		819	$ 865,000	0.22034%	0.23829%	$ 311.48	$ 758.25	$ 1,069.74
8B	2BR, 2BA		1,311	$ 1,340,000	0.35377%	0.38258%	$ 500.10	$ 1,217.41	$ 1,717.50
8C	1BR, 1BA		930	$ 860,000	0.25045%	0.27084%	$ 354.04	$ 861.84	$ 1,215.88
8D	1BR, 1BA	227	886	$ 915,000	0.23851%	0.25793%	$ 337.17	$ 820.78	$ 1,157.95
8E	2BR, 2BA	377	1,357	$ 1,475,000	0.36625%	0.39607%	$ 517.73	$ 1,260.34	$ 1,778.07
8F	1BR, 1BA		940	$ 935,000	0.25316%	0.27377%	$ 357.87	$ 871.18	$ 1,229.05
8G	1BR, 1BA		925	$ 935,000	0.24909%	0.26937%	$ 352.12	$ 857.18	$ 1,209.30
8H	1BR, 1BA		882	$ 905,000	0.23743%	0.25676%	$ 335.63	$ 817.05	$ 1,152.68
8J	2BR, 2BA		1,209	$ 1,310,000	0.32611%	0.35266%	$ 460.99	$ 1,122.22	$ 1,583.21
8K	2BR, 2BA	440	1,601	$ 1,750,000	0.43242%	0.46763%	$ 611.27	$ 1,488.05	$ 2,099.32

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Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
8L	2BR, 2BA		1,359	$ 1,480,000	0.36679%	0.39665%	$ 518.50	$ 1,262.20	$ 1,780.70
8M	3BR, 2.5BA		1,681	$ 1,845,000	0.45411%	0.49109%	$ 641.94	$ 1,562.70	$ 2,204.65
8N	2BR, 2BA		1,356	$ 1,355,000	0.36597%	0.39577%	$ 517.35	$ 1,259.40	$ 1,776.75
9A	1BR, 1BA		819	$ 875,000	0.22048%	0.23843%	$ 311.67	$ 758.72	$ 1,070.39
9B	2BR, 2BA		1,311	$ 1,355,000	0.35391%	0.38272%	$ 500.29	$ 1,217.87	$ 1,718.16
9C	1BR, 1BA		930	$ 870,000	0.25058%	0.27099%	$ 354.23	$ 862.31	$ 1,216.54
9D	1BR, 1BA		886	$ 850,000	0.23865%	0.25808%	$ 337.36	$ 821.25	$ 1,158.61
9E	2BR, 2BA		1,357	$ 1,415,000	0.36638%	0.39621%	$ 517.92	$ 1,260.80	$ 1,778.73
9F	1BR, 1BA		940	$ 945,000	0.25329%	0.27392%	$ 358.06	$ 871.64	$ 1,229.70
9G	1BR, 1BA		925	$ 945,000	0.24923%	0.26952%	$ 352.31	$ 857.64	$ 1,209.95
9H	1BR, 1BA		882	$ 915,000	0.23756%	0.25691%	$ 335.83	$ 817.52	$ 1,153.34
9J	2BR, 2BA		1,209	$ 1,325,000	0.32624%	0.35281%	$ 461.19	$ 1,122.68	$ 1,583.87
9K	2BR, 2BA		1,601	$ 1,565,000	0.43255%	0.46777%	$ 611.46	$ 1,488.51	$ 2,099.98
9L	2BR, 2BA		1,359	$ 1,495,000	0.36692%	0.39680%	$ 518.69	$ 1,262.67	$ 1,781.36
9M	3BR, 2.5BA		1,681	$ 1,865,000	0.45425%	0.49123%	$ 642.13	$ 1,563.17	$ 2,205.30
9N	2BR, 2BA		1,356	$ 1,370,000	0.36611%	0.39592%	$ 517.54	$ 1,259.87	$ 1,777.41
10A	1BR, 1BA		819	$ 885,000	0.22075%	0.23873%	$ 312.06	$ 759.65	$ 1,071.71
10B	2BR, 2BA		1,311	$ 1,440,000	0.35418%	0.38302%	$ 500.67	$ 1,218.81	$ 1,719.48
10C	1BR, 1BA		930	$ 880,000	0.25085%	0.27128%	$ 354.61	$ 863.24	$ 1,217.85
10D	1BR, 1BA		886	$ 860,000	0.23892%	0.25837%	$ 337.74	$ 822.18	$ 1,159.92
10E	2BR, 2BA		1,357	$ 1,500,000	0.36665%	0.39651%	$ 518.31	$ 1,261.74	$ 1,780.04
10F	1BR, 1BA		940	$ 1,005,000	0.25357%	0.27421%	$ 358.44	$ 872.58	$ 1,231.02
10G	1BR, 1BA		925	$ 1,005,000	0.24950%	0.26981%	$ 352.69	$ 858.58	$ 1,211.27
10H	1BR, 1BA		882	$ 975,000	0.23784%	0.25720%	$ 336.21	$ 818.45	$ 1,154.66
10J	2BR, 2BA		1,209	$ 1,415,000	0.32652%	0.35310%	$ 461.57	$ 1,123.62	$ 1,585.19
10K	2BR, 2BA		1,601	$ 1,655,000	0.43282%	0.46807%	$ 611.85	$ 1,489.45	$ 2,101.29
10L	2BR, 2BA		1,359	$ 1,510,000	0.36719%	0.39709%	$ 519.07	$ 1,263.60	$ 1,782.68
10M	3BR, 2.5BA		1,681	$ 1,885,000	0.45452%	0.49153%	$ 642.52	$ 1,564.10	$ 2,206.62
10N	2BR, 2BA		1,356	$ 1,385,000	0.36638%	0.39621%	$ 517.92	$ 1,260.80	$ 1,778.73
11A	1BR, 1BA		819	$ 895,000	0.22089%	0.23887%	$ 312.25	$ 760.12	$ 1,072.37
11B	2BR, 2BA		1,311	$ 1,455,000	0.35431%	0.38316%	$ 500.86	$ 1,219.27	$ 1,720.14

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Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
11C	1BR, 1BA		930	$ 890,000	0.25099%	0.27143%	$ 354.80	$ 863.71	$ 1,218.51
11D	1BR, 1BA		886	$ 870,000	0.23906%	0.25852%	$ 337.93	$ 822.65	$ 1,160.58
11E	2BR, 2BA		1,357	$ 1,515,000	0.36679%	0.39665%	$ 518.50	$ 1,262.20	$ 1,780.70
11F	1BR, 1BA		940	$ 1,015,000	0.25370%	0.27436%	$ 358.64	$ 873.04	$ 1,231.68
11G	1BR, 1BA		925	$ 1,015,000	0.24963%	0.26996%	$ 352.89	$ 859.04	$ 1,211.93
11H	1BR, 1BA		882	$ 985,000	0.23797%	0.25735%	$ 336.40	$ 818.92	$ 1,155.32
11J	2BR, 2BA		1,209	$ 1,430,000	0.32665%	0.35325%	$ 461.76	$ 1,124.08	$ 1,585.84
11K	2BR, 2BA		1,601	$ 1,670,000	0.43296%	0.46821%	$ 612.04	$ 1,489.91	$ 2,101.95
11L	2BR, 2BA		1,359	$ 1,525,000	0.36733%	0.39724%	$ 519.27	$ 1,264.07	$ 1,783.33
11M	3BR, 2.5BA		1,681	$ 1,905,000	0.45465%	0.49167%	$ 642.71	$ 1,564.57	$ 2,207.28
11N	2BR, 2BA		1,356	$ 1,400,000	0.36652%	0.39636%	$ 518.12	$ 1,261.27	$ 1,779.38
12A	1BR, 1BA		807	$ 915,000	0.21790%	0.23565%	$ 308.03	$ 749.86	$ 1,057.89
12B	3BR, 3BA	765	1,943	$ 2,450,000	0.52598%	0.56881%	$ 743.53	$ 1,810.01	$ 2,553.54
12C	0BR, 1BA		687	$ 795,000	0.18536%	0.20045%	$ 262.03	$ 637.87	$ 899.90
12D	2BR, 2BA		1,409	$ 1,375,000	0.38116%	0.41220%	$ 538.82	$ 1,311.66	$ 1,850.48
12E	3BR, 3BA		1,737	$ 2,075,000	0.47011%	0.50839%	$ 664.56	$ 1,617.77	$ 2,282.33
12F	3BR, 2.5BA		1,681	$ 1,935,000	0.45493%	0.49197%	$ 643.09	$ 1,565.50	$ 2,208.60
12G	2BR, 2BA		1,356	$ 1,425,000	0.36679%	0.39665%	$ 518.50	$ 1,262.20	$ 1,780.70
14A	1BR, 1BA		819	$ 925,000	0.22129%	0.23931%	$ 312.82	$ 761.52	$ 1,074.35
14B	2BR, 2BA		1,311	$ 1,485,000	0.35472%	0.38360%	$ 501.44	$ 1,220.67	$ 1,722.11
14C	2BR, 2BA		1,491	$ 1,710,000	0.40353%	0.43639%	$ 570.44	$ 1,388.66	$ 1,959.10
14D	2BR, 2BA		1,409	$ 1,450,000	0.38130%	0.41234%	$ 539.01	$ 1,312.13	$ 1,851.14
14E	3BR, 3BA		1,737	$ 2,095,000	0.47025%	0.50854%	$ 664.75	$ 1,618.23	$ 2,282.98
14F	3BR, 2.5BA		1,681	$ 1,955,000	0.45506%	0.49211%	$ 643.28	$ 1,565.97	$ 2,209.25
14G	2BR, 2BA		1,356	$ 1,440,000	0.36692%	0.39680%	$ 518.69	$ 1,262.67	$ 1,781.36
15A	1BR, 1BA		819	$ 935,000	0.22156%	0.23960%	$ 313.21	$ 762.45	$ 1,075.66
15B	2BR, 2BA		1,311	$ 1,500,000	0.35499%	0.38390%	$ 501.82	$ 1,221.61	$ 1,723.43
15C	2BR, 2BA		1,491	$ 1,725,000	0.40381%	0.43669%	$ 570.83	$ 1,389.59	$ 1,960.42
15D	2BR, 2BA		1,409	$ 1,600,000	0.38157%	0.41264%	$ 539.39	$ 1,313.06	$ 1,852.46
15E	3BR, 3BA		1,737	$ 2,115,000	0.47052%	0.50883%	$ 665.13	$ 1,619.17	$ 2,284.30
15F	3BR, 2.5BA		1,681	$ 1,975,000	0.45533%	0.49241%	$ 643.67	$ 1,566.90	$ 2,210.57

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Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
15G	2BR, 2BA		1,356	$ 1,455,000	0.36719%	0.39709%	$ 519.07	$ 1,263.60	$ 1,782.68
16A	1BR, 1BA		819	$ 945,000	0.22170%	0.23975%	$ 313.40	$ 762.92	$ 1,076.32
16B	2BR, 2BA		1,311	$ 1,515,000	0.35513%	0.38404%	$ 502.01	$ 1,222.07	$ 1,724.09
16C	2BR, 2BA		1,491	$ 1,740,000	0.40394%	0.43683%	$ 571.02	$ 1,390.06	$ 1,961.07
16D	2BR, 2BA		1,409	$ 1,615,000	0.38170%	0.41278%	$ 539.58	$ 1,313.53	$ 1,853.11
16E	3BR, 3BA		1,737	$ 2,135,000	0.47065%	0.50898%	$ 665.33	$ 1,619.63	$ 2,284.96
16F	3BR, 2.5BA		1,681	$ 1,995,000	0.45547%	0.49255%	$ 643.86	$ 1,567.37	$ 2,211.23
16G	2BR, 2BA		1,356	$ 1,470,000	0.36733%	0.39724%	$ 519.27	$ 1,264.07	$ 1,783.33
17A	1BR, 1BA		819	$ 955,000	0.22197%	0.24004%	$ 313.78	$ 763.85	$ 1,077.64
17B	2BR, 2BA		1,311	$ 1,530,000	0.35540%	0.38434%	$ 502.40	$ 1,223.01	$ 1,725.40
17C	2BR, 2BA		1,491	$ 1,755,000	0.40421%	0.43712%	$ 571.40	$ 1,390.99	$ 1,962.39
17D	2BR, 2BA		1,409	$ 1,630,000	0.38197%	0.41308%	$ 539.97	$ 1,314.46	$ 1,854.43
17E	3BR, 3BA		1,737	$ 2,155,000	0.47093%	0.50927%	$ 665.71	$ 1,620.57	$ 2,286.28
17F	3BR, 2.5BA		1,681	$ 2,015,000	0.45574%	0.49285%	$ 644.24	$ 1,568.30	$ 2,212.55
17G	2BR, 2BA		1,356	$ 1,485,000	0.36760%	0.39753%	$ 519.65	$ 1,265.00	$ 1,784.65
18A	1BR, 1BA		819	$ 965,000	0.22211%	0.24019%	$ 313.97	$ 764.32	$ 1,078.29
18B	2BR, 2BA		1,311	$ 1,545,000	0.35553%	0.38448%	$ 502.59	$ 1,223.47	$ 1,726.06
18C	2BR, 2BA		1,491	$ 1,770,000	0.40435%	0.43727%	$ 571.59	$ 1,391.46	$ 1,963.05
18D	2BR, 2BA		1,409	$ 1,645,000	0.38211%	0.41322%	$ 540.16	$ 1,314.93	$ 1,855.09
18E	3BR, 3BA		1,737	$ 2,175,000	0.47106%	0.50942%	$ 665.90	$ 1,621.03	$ 2,286.93
18F	3BR, 2.5BA		1,681	$ 2,035,000	0.45587%	0.49299%	$ 644.43	$ 1,568.77	$ 2,213.20
18G	2BR, 2BA		1,356	$ 1,500,000	0.36774%	0.39768%	$ 519.84	$ 1,265.47	$ 1,785.31
19A	1BR, 1BA		819	$ 975,000	0.22224%	0.24034%	$ 314.17	$ 764.79	$ 1,078.95
19B	2BR, 2BA		1,311	$ 1,560,000	0.35567%	0.38463%	$ 502.78	$ 1,223.94	$ 1,726.72
19C	2BR, 2BA		1,491	$ 1,785,000	0.40448%	0.43742%	$ 571.79	$ 1,391.92	$ 1,963.71
19D	2BR, 2BA		1,409	$ 1,660,000	0.38225%	0.41337%	$ 540.35	$ 1,315.40	$ 1,855.75
19E	3BR, 3BA		1,737	$ 2,195,000	0.47120%	0.50956%	$ 666.09	$ 1,621.50	$ 2,287.59
19F	3BR, 2.5BA		1,681	$ 2,055,000	0.45601%	0.49314%	$ 644.62	$ 1,569.24	$ 2,213.86
19G	2BR, 2BA		1,356	$ 1,515,000	0.36787%	0.39783%	$ 520.03	$ 1,265.94	$ 1,785.97

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Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
20A	1BR, 1BA		819	$ 985,000	0.22251%	0.24063%	$ 314.55	$ 765.72	$ 1,080.27
20B	2BR, 2BA		1,311	$ 1,575,000	0.35594%	0.38492%	$ 503.16	$ 1,224.87	$ 1,728.04
20C	2BR, 2BA		1,491	$ 1,800,000	0.40476%	0.43771%	$ 572.17	$ 1,392.86	$ 1,965.02
20D	2BR, 2BA		1,409	$ 1,675,000	0.38252%	0.41366%	$ 540.73	$ 1,316.33	$ 1,857.06
20E	3BR, 3BA		1,737	$ 2,215,000	0.47147%	0.50986%	$ 666.48	$ 1,622.43	$ 2,288.91
20F	3BR, 2.5BA		1,681	$ 2,075,000	0.45628%	0.49343%	$ 645.01	$ 1,570.17	$ 2,215.18
20G	2BR, 2BA		1,356	$ 1,530,000	0.36814%	0.39812%	$ 520.42	$ 1,266.87	$ 1,787.28
21A	1BR, 1BA		819	$ 995,000	0.22265%	0.24078%	$ 314.74	$ 766.19	$ 1,080.93
21B	2BR, 2BA		1,311	$ 1,590,000	0.35608%	0.38507%	$ 503.36	$ 1,225.34	$ 1,728.70
21C	2BR, 2BA		1,491	$ 1,815,000	0.40489%	0.43786%	$ 572.36	$ 1,393.32	$ 1,965.68
21D	2BR, 2BA		1,409	$ 1,690,000	0.38265%	0.41381%	$ 540.93	$ 1,316.80	$ 1,857.72
21E	3BR, 3BA		1,737	$ 2,235,000	0.47160%	0.51000%	$ 666.67	$ 1,622.90	$ 2,289.57
21F	3BR, 2.5BA		1,681	$ 2,095,000	0.45642%	0.49358%	$ 645.20	$ 1,570.64	$ 2,215.84
21G	2BR, 2BA		1,356	$ 1,545,000	0.36828%	0.39827%	$ 520.61	$ 1,267.34	$ 1,787.94
22A	1BR, 1BA		819	$ 1,005,000	0.22292%	0.24107%	$ 315.12	$ 767.12	$ 1,082.24
22B	2BR, 2BA		1,311	$ 1,605,000	0.35635%	0.38536%	$ 503.74	$ 1,226.27	$ 1,730.01
22C	2BR, 2BA		1,491	$ 1,830,000	0.40516%	0.43815%	$ 572.74	$ 1,394.26	$ 1,967.00
22D	2BR, 2BA		1,409	$ 1,705,000	0.38292%	0.41410%	$ 541.31	$ 1,317.73	$ 1,859.04
22E	3BR, 3BA		1,737	$ 2,255,000	0.47188%	0.51030%	$ 667.05	$ 1,623.83	$ 2,290.88
22F	3BR, 2.5BA		1,681	$ 2,115,000	0.45669%	0.49387%	$ 645.58	$ 1,571.57	$ 2,217.15
22G	2BR, 2BA		1,356	$ 1,560,000	0.36855%	0.39856%	$ 520.99	$ 1,268.27	$ 1,789.26
23A	1BR, 1BA		819	$ 1,015,000	0.22306%	0.24122%	$ 315.32	$ 767.59	$ 1,082.90
23B	2BR, 2BA		1,311	$ 1,620,000	0.35648%	0.38551%	$ 503.93	$ 1,226.74	$ 1,730.67
23C	2BR, 2BA		1,491	$ 1,845,000	0.40530%	0.43830%	$ 572.94	$ 1,394.72	$ 1,967.66
23D	2BR, 2BA		1,409	$ 1,720,000	0.38306%	0.41425%	$ 541.50	$ 1,318.20	$ 1,859.70
23E	3BR, 3BA		1,737	$ 2,275,000	0.47201%	0.51044%	$ 667.24	$ 1,624.30	$ 2,291.54
23F	3BR, 2.5BA		1,681	$ 2,135,000	0.45682%	0.49402%	$ 645.78	$ 1,572.04	$ 2,217.81
23G	2BR, 2BA		1,356	$ 1,575,000	0.36869%	0.39871%	$ 521.18	$ 1,268.73	$ 1,789.92
24A	1BR, 1BA		819	$ 1,025,000	0.22333%	0.24151%	$ 315.70	$ 768.52	$ 1,084.22
24B	2BR, 2BA		1,311	$ 1,635,000	0.35675%	0.38580%	$ 504.31	$ 1,227.67	$ 1,731.99

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Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
24C	2BR, 2BA		1,491	$ 1,860,000	0.40557%	0.43859%	$ 573.32	$ 1,395.66	$ 1,968.97
24D	2BR, 2BA		1,409	$ 1,735,000	0.38333%	0.41454%	$ 541.88	$ 1,319.13	$ 1,861.01
24E	3BR, 3BA		1,737	$ 2,295,000	0.47228%	0.51074%	$ 667.63	$ 1,625.23	$ 2,292.86
24F	3BR, 2.5BA		1,681	$ 2,155,000	0.45710%	0.49431%	$ 646.16	$ 1,572.97	$ 2,219.13
24G	2BR, 2BA		1,356	$ 1,590,000	0.36896%	0.39900%	$ 521.57	$ 1,269.67	$ 1,791.23
25A	3BR, 2BA		1,734	$ 2,045,000	0.47160%	0.51000%	$ 666.67	$ 1,622.90	$ 2,289.57
25B	3BR, 3BA		1,884	$ 2,465,000	0.51228%	0.55399%	$ 724.17	$ 1,762.88	$ 2,487.06
25C	2BR, 2BA		1,409	$ 1,750,000	0.38347%	0.41469%	$ 542.08	$ 1,319.60	$ 1,861.67
25D	3BR, 3BA		1,737	$ 2,315,000	0.47242%	0.51088%	$ 667.82	$ 1,625.70	$ 2,293.52
25E	3BR, 2.5BA		1,681	$ 2,175,000	0.45723%	0.49446%	$ 646.35	$ 1,573.44	$ 2,219.79
25F	2BR, 2BA		1,356	$ 1,605,000	0.36909%	0.39915%	$ 521.76	$ 1,270.13	$ 1,791.89
26A	3BR, 2BA		1,734	$ 2,065,000	0.47188%	0.51030%	$ 667.05	$ 1,623.83	$ 2,290.88
26B	3BR, 3BA		1,884	$ 2,485,000	0.51255%	0.55429%	$ 724.56	$ 1,763.82	$ 2,488.37
26C	2BR, 2BA		1,409	$ 1,765,000	0.38374%	0.41498%	$ 542.46	$ 1,320.53	$ 1,862.99
26D	3BR, 3BA		1,737	$ 2,335,000	0.47269%	0.51118%	$ 668.20	$ 1,626.63	$ 2,294.83
26E	3BR, 2.5BA		1,681	$ 2,195,000	0.45750%	0.49475%	$ 646.73	$ 1,574.37	$ 2,221.10
26F	2BR, 2BA		1,356	$ 1,620,000	0.36936%	0.39944%	$ 522.14	$ 1,271.07	$ 1,793.21
27A	3BR, 2BA		1,734	$ 2,085,000	0.47201%	0.51044%	$ 667.24	$ 1,624.30	$ 2,291.54
27B	3BR, 3BA		1,884	$ 2,505,000	0.51269%	0.55443%	$ 724.75	$ 1,764.28	$ 2,489.03
27C	2BR, 2BA		1,409	$ 1,780,000	0.38387%	0.41513%	$ 542.65	$ 1,321.00	$ 1,863.65
27D	3BR, 3BA		1,737	$ 2,355,000	0.47282%	0.51132%	$ 668.39	$ 1,627.10	$ 2,295.49
27E	3BR, 2.5BA		1,681	$ 2,215,000	0.45764%	0.49490%	$ 646.93	$ 1,574.84	$ 2,221.76
27F	2BR, 2BA		1,356	$ 1,635,000	0.36950%	0.39959%	$ 522.33	$ 1,271.53	$ 1,793.87
28A	3BR, 2BA		1,734	$ 2,105,000	0.47228%	0.51074%	$ 667.63	$ 1,625.23	$ 2,292.86
28B	3BR, 3BA		1,884	$ 2,525,000	0.51296%	0.55473%	$ 725.13	$ 1,765.22	$ 2,490.35
28C	2BR, 2BA		1,409	$ 1,795,000	0.38414%	0.41542%	$ 543.03	$ 1,321.93	$ 1,864.96
28D	3BR, 3BA		1,737	$ 2,375,000	0.47310%	0.51162%	$ 668.78	$ 1,628.03	$ 2,296.81
28E	3BR, 2.5BA		1,681	$ 2,235,000	0.45791%	0.49519%	$ 647.31	$ 1,575.77	$ 2,223.08
28F	2BR, 2BA		1,356	$ 1,650,000	0.36977%	0.39988%	$ 522.72	$ 1,272.47	$ 1,795.18

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Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
29A	3BR, 2BA		1,734	$ 2,125,000	0.47242%	0.51088%	$ 667.82	$ 1,625.70	$ 2,293.52
29B	3BR, 3BA		1,884	$ 2,545,000	0.51310%	0.55487%	$ 725.32	$ 1,765.68	$ 2,491.01
29C	2BR, 2BA		1,409	$ 1,810,000	0.38428%	0.41557%	$ 543.23	$ 1,322.40	$ 1,865.62
29D	3BR, 3BA		1,737	$ 2,445,000	0.47323%	0.51176%	$ 668.97	$ 1,628.50	$ 2,297.47
29E	3BR, 2.5BA		1,681	$ 2,305,000	0.45804%	0.49534%	$ 647.50	$ 1,576.24	$ 2,223.74
29F	2BR, 2BA		1,356	$ 1,665,000	0.36991%	0.40003%	$ 522.91	$ 1,272.93	$ 1,795.84
30A	3BR, 2BA		1,734	$ 2,145,000	0.47269%	0.51118%	$ 668.20	$ 1,626.63	$ 2,294.83
30B	3BR, 3BA		1,884	$ 2,565,000	0.51337%	0.55517%	$ 725.71	$ 1,766.62	$ 2,492.32
30C	2BR, 2BA		1,409	$ 1,825,000	0.38455%	0.41586%	$ 543.61	$ 1,323.33	$ 1,866.94
30D	3BR, 3BA		1,737	$ 2,465,000	0.47350%	0.51206%	$ 669.35	$ 1,629.43	$ 2,298.78
30E	3BR, 2.5BA		1,681	$ 2,325,000	0.45832%	0.49563%	$ 647.88	$ 1,577.17	$ 2,225.05
30F	2BR, 2BA		1,356	$ 1,680,000	0.37018%	0.40032%	$ 523.29	$ 1,273.87	$ 1,797.16
31A	3BR, 2BA		1,734	$ 2,165,000	0.47282%	0.51132%	$ 668.39	$ 1,627.10	$ 2,295.49
31B	3BR, 3BA		1,884	$ 2,585,000	0.51350%	0.55531%	$ 725.90	$ 1,767.08	$ 2,492.98
31C	2BR, 2BA		1,409	$ 1,840,000	0.38469%	0.41601%	$ 543.80	$ 1,323.80	$ 1,867.60
31D	3BR, 3BA		1,737	$ 2,485,000	0.47364%	0.51220%	$ 669.54	$ 1,629.90	$ 2,299.44
31E	3BR, 2.5BA		1,681	$ 2,345,000	0.45845%	0.49578%	$ 648.08	$ 1,577.64	$ 2,225.71
31F	2BR, 2BA		1,356	$ 1,695,000	0.37031%	0.40047%	$ 523.48	$ 1,274.33	$ 1,797.82
32A	3BR, 2BA		1,734	$ 2,185,000	0.47310%	0.51162%	$ 668.78	$ 1,628.03	$ 2,296.81
32B	3BR, 3BA		1,884	$ 2,605,000	0.51377%	0.55561%	$ 726.28	$ 1,768.02	$ 2,494.30
32C	2BR, 2BA		1,409	$ 1,855,000	0.38496%	0.41630%	$ 544.18	$ 1,324.73	$ 1,868.91
32D	3BR, 3BA		1,737	$ 2,505,000	0.47391%	0.51250%	$ 669.93	$ 1,630.83	$ 2,300.76
32E	3BR, 2.5BA		1,681	$ 2,365,000	0.45872%	0.49607%	$ 648.46	$ 1,578.57	$ 2,227.03
32F	2BR, 2BA		1,356	$ 1,710,000	0.37058%	0.40076%	$ 523.87	$ 1,275.27	$ 1,799.13
33A	3BR, 2BA		1,734	$ 2,205,000	0.47323%	0.51176%	$ 668.97	$ 1,628.50	$ 2,297.47
33B	3BR, 3BA		1,884	$ 2,625,000	0.51391%	0.55575%	$ 726.47	$ 1,768.48	$ 2,494.96
33C	2BR, 2BA		1,409	$ 1,870,000	0.38509%	0.41645%	$ 544.38	$ 1,325.20	$ 1,869.57
33D	3BR, 3BA		1,737	$ 2,525,000	0.47404%	0.51264%	$ 670.12	$ 1,631.30	$ 2,301.42
33E	3BR, 2.5BA		1,681	$ 2,385,000	0.45886%	0.49622%	$ 648.65	$ 1,579.04	$ 2,227.69
33F	2BR, 2BA		1,356	$ 1,725,000	0.37072%	0.40091%	$ 524.06	$ 1,275.73	$ 1,799.79

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Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
PH 1A	3BR, 2BA		1,734	$ 2,225,000	0.47350%	0.51206%	$ 669.35	$ 1,629.43	$ 2,298.78
PH 1B	3BR, 3BA		1,884	$ 2,645,000	0.51418%	0.55605%	$ 726.86	$ 1,769.42	$ 2,496.27
PH 1C	2BR, 2BA		1,409	$ 1,885,000	0.38536%	0.41674%	$ 544.76	$ 1,326.13	$ 1,870.89
PH 1D	3BR, 3BA		1,737	$ 2,545,000	0.47432%	0.51294%	$ 670.50	$ 1,632.23	$ 2,302.73
PH 1E	3BR, 2.5BA		1,681	$ 2,405,000	0.45913%	0.49651%	$ 649.03	$ 1,579.97	$ 2,229.00
PH 1F	2BR, 2BA		1,356	$ 1,740,000	0.37099%	0.40120%	$ 524.44	$ 1,276.67	$ 1,801.11
PH 2A	3BR, 3.5BA	979	3,490	$ 5,995,000	0.94985%	1.02719%	$ 1,342.73	$ 3,268.66	$ 4,611.39
PH 2B	3BR, 4BA	2,075	3,120	$ 5,995,000	0.84951%	0.91868%	$ 1,200.89	$ 2,923.36	$ 4,124.25
Residential Unit Subtotals		**5,028**	**341,165**	**$ 403,410,000**	**92.47073%**	**100.00000%**	**$ 130,718.43**	**$ 318,213.00**	**$ 448,931.43**
CU A			42,835		3.83346%		N/A	N/A	N/A
CU B			2,388	$ 1,064,000	0.64707%		$ 1,194.99	$ 1,498.20	$ 2,693.20
CU C			1,868	$ 877,000	0.50659%		$ 935.56	$ 1,171.96	$ 2,107.52
CU D			14,716	$ 5,242,570	1.99544%		$ 3,685.14	$ 4,154.67	$ 7,839.82
CU E			4,032	$ 1,757,430	0.54672%		$ 1,009.68	$ 1,138.33	$ 2,148.01
Commercial Unit Subtotals			**65,839**	**$ 8,941,000**	**7.52927%**		**$ 6,825.38**	**$ 7,963.17**	**$ 14,788.54**
1	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
2	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
3	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
4	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
5	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
6	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
7	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
8	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
9	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
10	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
11	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
12	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
13	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
14	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
15	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00

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Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
16	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
17	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
18	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
19	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
20	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
21	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
22	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
23	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
24	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
25	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
26	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
27	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
28	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
29	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
30	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
31	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
32	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
33	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
34	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
35	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
36	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
37	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
38	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
39	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
40	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
41	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
42	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
43	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
44	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
45	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
46	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
47	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
48	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00

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Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
49	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
50	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
51	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
52	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
53	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
54	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
55	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
56	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
57	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
58	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
59	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
60	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
61	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
62	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
63	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
64	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
65	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
66	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
67	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
68	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
69	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
70	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
71	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
72	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
73	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
74	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
75	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
76	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
77	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
78	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
79	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
80	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
81	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00

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Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
82	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
83	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
84	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
85	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
86	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
87	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
88	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
89	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
90	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
91	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
92	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
93	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
94	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
95	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
96	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
97	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
98	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
99	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
100	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
101	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
102	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
103	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
104	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
105	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
106	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
107	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
108	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
109	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
110	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
111	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
112	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
113	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
114	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00

The Visionaire

Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (8/1/08-7/31/09)

Unit	Number Bedrooms/ Bathrooms (1)	Terrace Square Footage (1)	Unit Area Square Footage (1)	Offering Price (2)	Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3b)	Estimated Monthly Common Charges with Sponsor Discount (4)	Estimated Monthly PILOT (5)	Estimated Total Monthly Charges
115	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
116	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
117	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
118	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
119	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
120	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
121	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
122	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
123	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
124	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
124	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
126	Storage Bin		12	$ 12,000			$ 12.00		$ 12.00
Storage Bin Subtotals			**1,512**	**$ 1,512,000**	N/A	N/A	**$ 1,512.00**	N/A	**$ 1,512.00**
	TOTALS	**5,028**	**408,516**	**413,863,000**	**100.00000%**	**100.000000%**	**$ 139,055.81**	**$ 326,176.17**	**$ 465,231.97**

*Unit 3B is for Resident Manager

Notes to Schedule A

1 Purchasers should note that the square footage of each Unit as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Dimensions listed are based on measurements from the exterior side of exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and partitions separating a Unit from other Units, and to the exterior side of the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. 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 floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.

The clearance between the top of the concrete floor to the underside of the concrete or gypsum board ceiling in the living spaces of the Units will generally be about 11'3" on Floors 3 through 7, 9'4" on Floors 8 through 33 and 9'6" on Penthouse 1 and Penthouse 2. However, certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams, other construction elements and mechanical spaces in such Units. Purchasers are further advised that Sponsor has reserved the right to negotiate with individual Purchasers to perform special work which may require a modification in floor plans for certain Residential Units and accordingly the layout of the Units and Common Elements may vary. 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 No change will be made in the offering prices 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 offering 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 offering 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. 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 (1) month's Common Charges to the Working Capital Fund of the Condominium. At Closing, each Purchaser shall be obligated to reimburse Sponsor for a portion of the Security Fund equal to the estimated annual Proportionate Rent attributable to such Residential Unit as set forth in the Schedule of Security Fund Contributions in Part I of the Plan. 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 Common Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(1)(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, prior to the First Closing, 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 Interest of all of the Residential Units may change slightly. Any such change in the Common Interest allocated to a Residential Unit 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.

3(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 prepared on the assumption that the first year of Condominium operation will be the year from August 1, 2008 through July 30, 2009, and are only an estimate of the receipts and expenses of the Condominium for the projected year. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the first year of Condominium operation which may be greater than or less than the estimated figures set forth in the proposed budget. 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 (excluding PILOT expenses) 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 estimates contained in this schedule were prepared on the assumption that the first year of Condominium operation will be the year from August 1, 2008 through July 30, 2009, and are only an estimate of the receipts and expenses of the Condominium for the projected year. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the first year of Condominium operation which may be greater than or less than the estimated figures set forth in the proposed budget. 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 (excluding PILOT expenses) 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.

For a period of four years from the First Closing (the "Discount Term"), Sponsor has agreed to reduce the Residential Common Charges payable by each Residential Unit Owner by contributing the aggregate sum of $7,000,000.00 (the "Discount"). Sponsor's obligation to pay the Discount is not secured by any bond or other security. The Discount shall be paid monthly to the Condominium Board for the benefit of all Residential Units in the following amounts:

Year 1	- $ 3,150,000 per annum
Year 2	- $ 2,800,000 per annum
Year 3	- $ 700,000 per annum
Year 4	- $ 350,000 per annum

5 Generally, real estate taxes are payable to the New York City taxing authorities semi-annually, on July 1 and January 1 (New York City operates on a fiscal year commencing July 1 and ending June 30). PILOT payable during the fiscal period commencing August 1, 2008 for the first year of Condominium operation and ending July 31, 2009 will be based upon the transitional assessed valuation of the Property during the 2008/2009 tax year. The estimated PILOT payments for the Residential Units set forth below are based on an opinion prepared by the law firm of Marcus & Pollack, LLP ("PILOT Opinion"), a copy of which is set forth in Part I of the Plan.

Tax Year	Estimated Residential Tax Rate per $100 of Assessed Valuation (Class 2)	Estimated Transitional Assessed Valuation	Estimated "Taxes"	Minimum Pilot
2008/2009	12.396%	$29,423,940	$3,647,391	$ 797,985
2009/2010	12.396%	$45,993,678	$5,701,376	$2,488,507

It is estimated that the aggregate PILOT attributable to all Residential Unit Owners for the first year of Condominium operation will total approximately $3,818,556 based on the PILOT Opinion which assumes an estimated assessed valuation for the residential portion of the Property for the 2008/2009 tax year of $29,423,940 for an eleven month period from August 1, 2008 through June 30, 2009 (a total of $3,343,442.30) and the assessed valuation for the residential portion of the Property for the 2009/2010 tax year of $45,993,678 for a one month period from July 1, 2009 to July 31, 2009 (a total of $475,114.69) at a tax rate of 12.396 per $100 of assessed valuation. As more particularly described in the PILOT Opinion, the full assessed valuation of the Building will not be reflected until tax year 2009/2010, which commences July 1, 2009 and accordingly, PILOT attributable to all Residential Unit Owners in the tax year 2009/2010 will increase significantly.

Please refer to the PILOT Opinion for the estimated PILOT attributable to the Retail Units, the Storage Unit and the Garage Unit. SPONSOR MAKES NO

REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.

The PILOT estimates for the Residential Units are based upon the opinion of Marcus and Pollack LLP as more particularly described above and were allocated to each Residential Unit Owner for the first year of Condominium operation, in proportion to each Residential Unit's Residential Common Interest. 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 Proportionate Common Interest or the respective Common Interest of each Residential Unit in the Common Elements, and, if so, Residential Units having the same or similar Proportionate Common Interest or Common Interest in the Common Elements may pay different PILOT and PILOT may differ from those set forth on Schedule A. Please refer to the Section of the Plan entitled "Payment In Lieu of Taxes - PILOT" for further discussion regarding PILOT for the residential portion of the Property as well as estimated taxes for the Commercial Units.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY REGARDING (i) whether the New York City tax assessor will allocate individual Residential Unit assessments on the basis of each Residential Unit's Common Interest; (ii) the assessed values of the Residential Section of the Property during the first year of Condominium operation or (iii) the tax rate in effect during the first year of Condominium operation.

See the Section entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" and the Tax Opinion of Stroock & Stroock & Lavan LLP in Part I of the Plan for a discussion concerning the deductibility of PILOT paid with respect to a Residential Unit.

SCHEDULE B - PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

Schedule B

The Visionaire
Projected Budget for First Year of Condominium Operation (See Note 1)
August 1, 2008 to July 31, 2009

ESTIMATED INCOME

Common Charges -- Residential and Storage (Note 2)	8,537,177
Common Charges -- Commercial Units (Note 2)	177,463
Storage Fees (Note 3)	18,144
Total Estimated Common Charges	$8,732,784

ESTIMATED EXPENSES (Note 4)

Payroll and Related Expenses (Note 5)	$1,103,157
Electricity (Note 6)	$ 524,225
Gas (Cooking) (Note 7)	$ 37,274
Gas (Heat, Hot Water and Microturbine) (Note 8)	$ 668,495
Water Charges and Sewer Rent (Note 9)	$ 66,206
Water Charges for Cooling Tower Make-Up (Note 10)	$ 8,470
Repairs, Supplies and Maintenance (Note 11)	$ 75,000
Service Contracts (Note 12)	$ 616,000
Insurance (Note 13)	$ 249,081
Management Fee (Note 14)	$ 125,000
Legal and Audit Fees (Note 15)	$ 23,000
Resident Managers Unit (Note 16)	$ 174,900
Reserve for Contingencies (Note 17)	$ 75,000
Other Expenses (Note 18)	$ 18,250
BPCA Civic Facilities Payment (Note 19)	$ 137,002
Base Rent (Note 20)	$ 917,611
Payment in Lieu of Taxes (PILOT) (Note 21)	$3,914,114
Total (Note 22)	$8,732,784

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

Attachment B

ALLOCATION OF COMMON EXPENSES BETWEEN COMMERCIAL AND RESIDENTIAL

(see also detailed notes which follow)

Common Charges	Total Expenses	Residential Expenses	Commercial Unit B	Commercial Unit C	Commercial Unit D	Commercial Unit E	
Payroll & Related Expenses	1,103,157	1,092,829	1,808	1,416	5,576	1,528	A
Electricity	524,225	524,225					
Gas (Cooking)	37,274	37,274					
Gas (Heat, HW & Microturbine)	668,495	668,495					
Water Charges & Sewer Rent	66,206	66,206					
Water Charges for Cooling Tower Make-Up	8,470	8,470					
Repairs, Supplies & Maintenance	75,000	72,118	505	395	1,556	426	
Service Contracts	616,000	606,680	1,632	1,277	5,032	1,379	B
Insurance	249,081	239,508	1,676	1,312	5,168	1,416	
Management Fee	125,000	120,196	841	658	2,594	711	
Legal & Audit Fees	23,000	22,116	155	121	477	131	
Resident Manager's Unit	174,900	174,900					
Reserve for Contingencies	75,000	72,118	505	395	1,556	426	
Other Expenses	18,250	17,549	123	96	379	104	
BPCA Civic Facilities Payment	137,002	131,737	922	722	2,843	779	
Base Rent	917,611	882,345	6,174	4,834	19,040	5,217	
PILOT	3,914,114	3,818,556	17,978	14,064	49,856	13,660	
TOTAL EXPENSES	**8,732,784**	**8,555,321**	**32,318**	**25,290**	**94,078**	**25,776**	**C**

All expenses have been allocated by each unit's percentage of common interest unless otherwise stated.

A. Represents the allocation of wages and related expenses for the Resident Manager, one Handyman and one Porter for the Commercial Units.
B. Represents the allocation of expenses for fire protection, sub-metering, water tank, gray water treatment facility, building management system, micro turbine, water treatment supplies, HVAC, and boiler and burner for the Commercial Units.
C. Total Residential Expenses are offset by Storage Bin Income.

NOTES TO SCHEDULE B

(1) Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from August 1, 2008 to July 31, 2009. The actual First Year of Condominium Operation may be earlier or later than that year. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget (excluding PILOT expenses) exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposit returned.

(2) These amounts represent the total Common Charges to be levied against and collected from the Residential Units and the Commercial Units during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Board to defray the operational expenses of the Condominium. Generally, Common Expenses have been allocated between the Residential Units and the Commercial Units based on anticipated usage and benefits derived by such Unit Owners, respectively, and between and among the Residential Unit Owners on the basis of percentage of Common Interest allocated to each Residential Unit. Where the allocation of Common Expenses is not based on percentage of Common Interest, or Common Expenses have been allocated only to certain categories of Units, such circumstances are set forth in the following notes. The Commercial Unit Owners will be obligated to pay their allocated share of the expenses, and only such allocated share of the expenses that are incurred by the Board in furnishing those services, as well as operating, maintaining and repairing those Common Elements that are utilized by such Unit Owners. Those Common Expenses that have been allocated on the basis of Common Interest have been allocated on such a basis as follow: Those expenses to be borne by the Residential Unit Owners have been allocated on the basis of the combined percentage of Common Interest of such Units, for a total of 92.47073%. Based on the agreement with the Battery Park City Authority, there are no Common Expenses to be borne by the Unit Owner of Commercial Unit A (the BPCA Unit). Commercial Unit A has been allocated a Common Interest of 3.83346% for the purpose of determining the percentage of Common Interest for the remaining Units. The BPCA Unit expenses are therefore, allocated to the other Units Owners. Common Expenses to be borne by the Unit Owner of Commercial Unit B have been allocated on the basis of such Unit Owner's Common Interest for a total of 0.64707%. Common Expenses to be borne by the Unit Owner of Commercial Unit C have been allocated on the basis of such Unit Owner's Common Interest for a total of 0.50659%. Common Expenses to be borne by the Unit Owner of Commercial Unit D have been allocated on the basis of such Unit Owner's Common Interest for a total of 1.99544%. Common Expenses to be borne by the Unit Owner of Commercial Unit E have been allocated on the basis of such Unit Owner's Common Interest for a total of 0.54672%.

After operation of the Condominium has commenced, it is anticipated that the methods of allocation of the Common Expenses to be paid by the Commercial Unit Owners will be periodically adjusted as provided in Section 6.1 of the By-Laws to reflect the differing proportions fairly attributable to the amount of usage by such category of Unit Owner of the services and the Common Elements in question, but in any event in conformity with Section 339-m of the New York State Real Property Law.

(3) This income is the result of license fees for the use of the Storage Bins. There are 126 Storage Bins measuring 3' X 4' X 5' located on the Cellar Level. The Condominium will charge a license fee of $1.00/square foot/mo., payable monthly, for the use of the individual Storage Bins. Each Storage Bin Licensee will be charged a monthly License Fee based on the square footage of each individual Storage Space. The Monthly License Fees projected herein are based upon estimated expenses for the twelve (12) month period commencing August 1, 2008.

(4) Common Expenses include the costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and the provision of services to Unit Owners in general, such as service contracts applicable to the Building as a whole, employees who will provide services to the entire Condominium, the Managing Agent for the Condominium, and insurance coverage for the Common Elements.

In the event that the microturbine is not approved by the New York City Department of Buildings and the New York City Fire Department, the microturbine will not be installed, and the estimated expenses will be increased by approximately $18,400.

(5) Payroll and Related Expenses: $1,103,157

This estimate includes wages, workers compensation, and disability insurance, welfare and pension costs, payroll taxes and the cost of sick days, holidays and vacation pay for a projected shared Building staff of 1 Resident Manager, 2 Handyman, 4 porters and 8 Doorman/Concierge. The projected level of staffing for the Building complies with all applicable housing and labor laws. All staff will be full-time employees and will be members of Local 32B-32J Service Employees International Union AFL-CIO. The building is classified as Class "A" for the purpose of defining the wage scale. The contract with Local 32B-32J Service Employees International Union AFL-CIO is as of April 21, 2003 to April 20, 2006. In addition to his salary, the Resident Manager resides rent free in the Resident Manager's Unit located in Unit 3B and is provided by the Board with free gas, electric and telephone. The wages described below are computed in accordance with the contract of Local 32 BJ and its affiliates. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert, Cooper Square Realty, Inc., in managing comparable buildings. These expenses are allocated among all Unit Owners based on their percentage of common interest with the exception of the Commercial Units. The Commercial Units labor expenses (other than the BPCA Unit) are based on their percentage of common interest of the wages and related expenses for the Resident Manager, one Handyman and one Porter.

The wage and salary estimates included in Common Expenses are detailed as follows:

POSITION	WEEKLY WAGE
Resident Manager (1)	$1,923.08 per 40 hour week for a total yearly wage of $100,000 per person.
Handyman (2)	$863.94 per 40 hour week for a total yearly wage of $44,925 per person.
Porters (4)	$784.18 per 40 hour week for a total yearly wage of $40,777 per person.
Doorman/Concierge (8)	$784.18 per 40 hour week for a total yearly wage of $40,777 per person.

Multiply by 1.1535 to bring to 60 pay weeks to allow for sick days, holidays and vacation pay.

Total Wages	$783,432
FICA	$59,933
NYS Unemployment	$8,033
Workers' compensation:	$30,000
Federal Unemployment	$840
NYS Disability	$540
Health	$169,320
Pension	$39,510
Legal and Training Fund	$11,550

The Commercial Units B, C and D will utilize the service of only the Resident Manager, one (1) handyman and one (1) porter and will contribute to labor expenses for such employees based on their common interest of each of such employee's labor expense. Commercial Unit A will not utilize the service of the building staff and therefore will not contribute to this expense.

(6) Electricity: $524,225

This estimate is based on an estimate made as of September 25, 2006 by Cosentini Associates, Consulting Engineers that light and power for the Common Areas as well as the cooling tower will be approximately 3,074,629 KW/HR/YR (net of the KWH provided by the microturbine) at an annual cost of $.155 per KW/HR x 110%. The Commercial Units will be separately metered.

Electricity (including current necessary to operate HVAC Systems) within each Residential Unit will be separately sub-metered and paid for by each unit owner. Each Residential Unit will be billed by a sub-metering agency selected by the condominium to monitor electrical usage and prepare billing on a monthly basis.

(7) Gas (Cooking): $37,274

Based on an estimate made as of September 25, 2006 by Cosentini Associates, Consulting Engineers, it is anticipated that gas provided to the Residential Units for the purpose of cooking will be $37,274. This estimate is based on a projected usage at 25,100 therms of gas at an anticipated cost of $1.35 per therm x 110%. Cooking Gas for each of the Commercial Units will be separately metered or sub-metered.

(8) Gas (Heat, Cooling, Domestic Hot Water and Microturbine): $668,495

Based on an estimate made as of September 25, 2006 by Cosentini Associates, Consulting Engineers it is anticipated that heat, cooling, hot water and microturbine will be provided to the Residential Units by gas will be $668,495. This estimate is based on a projected usage for heat, cooling and hot water at 375,000 therms of gas at an anticipated cost of $1.35 per therm x 110% and a projected usage for the microturbine at 78,056 therms of gas at an anticipated cost of $1.30 per therm x 110%. Each of the Commercial Units, with the exception of Commercial Unit A (the BPCA Unit), will be separately sub-metered. Commercial Unit A will generate their own heat and hot water at their own expense.

(9) Water Charges and Sewer Rent: $66,206

This amount is based on an estimate made as of September 25, 2006 by Cosentini Associates, Consulting Engineers that water charges for the Residential Units and all Common Elements, with the exception of the cooling tower, will be approximately $2.34 per 100 cu. ft. and usage of 70 gallons per day per estimated occupancy x 110%. The estimated occupancy is based on an average of 3.0 persons per apartment for 251 Residential Units.

The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building. Because the Building is being newly constructed, there is no applicable operating history upon which to base such a projection.

Water charges and sewer rents for each Commercial Unit will be separately metered or sub-metered.

(10) Water Charges for Cooling Tower Make-up: $8,470

This amount is based on an estimate made as of September 25, 2006 by Cosentini Associates, Consulting Engineers for water charges for the Cooling Tower Make-up. The estimated cost for water is based on $1.20 x 110% per 100 cu. ft. and make-up rate of 40 GPM for 2,000 total hours of cooling tower operation.

The budgeted amount constitutes a projection of the water charges for cooling tower make-up that will be payable with respect to the Building. Because the operation of the Building is being newly constructed, there is no applicable operating history upon which to base such a projection.

(11) Repairs, Supplies and Maintenance: $75,000

This estimate includes painting, maintenance and repair costs of General and Residential Common Elements only. Unit Owners will be responsible for the cost of repairs and painting in the interiors of their Units. No provision has been made to cover the cost of any major capital expenditure. This estimate also includes the estimated annual cost of services and supplies (including service contracts) provided to and for the benefit of the Units.

This estimate is based on experience of Sponsor's budget expert, Cooper Square Realty, Inc., in operating comparable buildings.

(12) Service Contracts and Supplies: $616,000

This estimate includes the cost of various services used in or for the Common Elements, including but not limited to elevator service, wood marble and metal maintenance, extermination, water treatment and uniform laundry.

Elevator Maintenance	$60,000
Exterminating	$6,000
Wood, Marble & Metal Maintenance	$20,000
Fire Extinguishers	$1,500
Central Station Monitor	$1,500
Fire Protection	$5,000
Landscaping	$15,000
Water Tank	$2,500
Water Treatment	$5,000
Gray Water System	$59,500
Building Management System	$20,000
Micro Turbines	$10,000
Supplies (Cleaning materials, lubricants, bulbs fixtures, general and hardware supplies, etc.)	$75,000
Amenity Floor Management	$250,000
HVAC Contract	$30,000
Sub-Metering	$25,000
Boiler/Burner	$7,500
Telephone/Beeper/Mobile	$7,500
Uniforms	$15,000
Total	$616,000

No maintenance or service contracts have been entered into as of the filing date of the Plan. The budgeted amounts are based on estimates received from contractors where indicated and otherwise the experience of Sponsor's budget expert, Cooper Square Realty, Inc., in operating comparable buildings. While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of Condominium Operation, no warranty is made that the actual cost for these or other services will be in accordance with this projection. The Commercial Units, other than Commercial Unit A (the BPCA Unit), will share in the expense of the Fire Extinguishers, Central Station Monitoring, Fire Protection, Sub-metering, Water Tank, Water Treatment, Gray Water, BMS, Microturbine and Supplies based on their percentage of common interest. The amount budgeted for the Gray Water System is prorated to reflect the minimum occupancy required to operate the system during the first year of operation.

(13) Insurance: $249,081

The insurance premiums are based on the letter, dated August 2, 2006, from TM Ross Insurance Brokerage, LLC., The fire, casualty and general liability are on the terms set therein:

	Coverages	Limits of Liability
A.	Property	
	Real Property/Building	$198,571,200
	"All Risk" Coverage (exclusive of Terrorism and Mold Coverage)	
	Replacement Cost	
	Co-Insurance	WAIVED
	Agreed Amount	
	Business Personal Property	$1,000,000
	Loss of Maintenance Fees	$4,800,000
	Demolition & Increased Cost	$1,000,000
	Flood (Annual Aggregate)	$5,000,000
	Earthquake (Annual Aggregate)	$5,000,000
	Underground Water and Sewer Backup	$1,000,000
	Terrorism	Excluded
	Mold	Excluded
B.	Liability	
	(General Aggregate)	$2,000,000
	Each Occurrence	$1,000,000
	Personal and Advertising Injury	$1,000,000
	Water Damage Legal Liability	$1,000,000
	Non-Owned and Hired	$1,000,000
	Automobile Liability	
	Fire Damage Liability	$50,000
	Medical Expenses	$5,000

	Fire Damage legal	$50,000
C.	Workers Compensation/ Employers Liability	Included in Payroll & Related
D.	Directors & Officers Liability Deductible	$1,000,000 $2,500
E.	Employee Dishonesty (Fidelity) Managing Agents Rider Deductible	$500,000 $500,000 $1,000
F.	Umbrella Liability Each Occurrence Self Insured Retention Included Excess Director's & Officers	$100,000,000 $10,000
G.	Boiler & Machinery Direct Damage Limit Deductible	 $200,000,000 $5,000

The total premium for these various coverages is estimated at $249,081.

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

This coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units or any Common Elements exclusive to such Units, nor does it include coverage of the furniture or personal property of Unit Owners.

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Condominium Operation. Purchasers should be aware of the possibility of rate increases.

Sponsor will procure, on behalf of the Board, on or before the date of the First Closing, the general liability insurance that is required to be carried by the Condominium.

This insurance coverage meets the requirements of any mortgage lender procured by the sponsor.

(14) Management Fee: $125,000

Based on the management agreement to be entered into with Cooper Square Realty, Inc. at or before the First Closing, it is expected that the Managing Agent will receive an annual

fee of $125,000 for the first year. Reference should be made to "Management Agreement" in Part I for further discussion of the terms of the Management Agreement.

(15) Legal and Audit Fees: $23,000

Based upon the estimate of $13,000, as set forth in a letter dated June 13, 2006 from Newman, Newman and Kaufman LLP. $13,000 has been budgeted to provide for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the Condominium's First Year of Condominium Operation and its Federal, state and city income tax returns. The balance of the budgeted amount ($10,000) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements.

(16) Resident Managers Unit: $174,900

At or after the First Closing, Sponsor will sell Residential Unit 3B (the Resident Manager's Unit), to the Residential Board, to be used as the Resident Manager's residence. The purchase price for this Unit, which is currently anticipated to be Unit 3B, will be $1,175,000, payable by a promissory note (the "Resident Manager's Unit Note") which will bear interest at an interest rate of 7.00% per annum / or the prevailing rate at the time of conveyance and provide for the payment of equal monthly installments of interest only and will be for a term of five (5) years after the closing on such Resident Manager's Unit. Payment of the Resident Manager's Unit Note will be secured by a first mortgage on the Resident Manager's Unit. The note and mortgage are hereinafter referred to as the "Mortgage Documents". Additional terms of the Mortgage Documents are as follows:

Purchase Price: $1,175,000

Total Amount Financed: $1,175,000

Annual Interest Rate: 7.00% per annum / or the then prevailing interest rate for condominium unit mortgages; 7.00% per annum has been used for purposes of estimating the annual installment payments, but no guarantee is made that the actual interest rate will be 7.00% per annum.

Installment Payments: Equal monthly payments of interest only during the term.

Maturity Date: Five (5) years after the closing of title.

Prepayment: The loan may be prepaid in full or in part (in multiples of $5,000) on the first day of a month, upon giving not less than ten (10) days' prior written notice of intention to prepay, without premium or penalty, but with interest accrued to the date of prepayment on the amount prepaid.

Restrictions: The unpaid principal and accrued interest will be immediately due at the option of the lender, in the event the Unit is sold or further mortgaged or occupied by other than the Resident Manager.

Late Charge: Two cents (2%) on each dollar overdue for more than fifteen (15) days, together with any attorneys' fees and expenses incurred for the cost of collection.

Grace Period: Ten (10) days after the due date to pay any installments of interest, principal or other sum under the Resident Manager's Unit Note and Mortgage and fifteen (15) days after notice for any non-monetary default under the Resident Manager's Unit Note and Mortgage.

Sponsor does not intend to refinance or extend the Resident Manager's Unit Note and related mortgage at maturity. Purchasers are advised that refinancing by another lender may not be available and that the Residential Unit Board, in order to repay the purchase money note, may be required to assess all Residential Unit Owners, in proportion to their respective Common Interests. The Residential Board will pay all of the same closing costs to purchase the Resident Manager's Unit as any other Purchaser would pay to purchase a Residential Unit under this Plan.

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

Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Unit 3B to sell to the Condominium as the Resident Manager's Unit; provided, however that such sale shall only be made pursuant to an amendment to the Plan and shall not result in the Residential Board incurring financing charges, common charges and PILOT, the sum of which exceed the costs of owning Unit 3B as set forth in Schedule B.

Prospective purchasers are advised that the purchase of the Resident Manager's Unit represents, in effect, an additional purchase price to each Purchaser of a Residential Unit (i.e., a portion of the purchase price of the Resident Manager's Unit is attributable to each Unit). However, Purchasers will not be required to pay for their proportionate share of the purchase price at title closing to their Units. Instead, all Residential Unit Owners will pay the purchase price for the Resident Manager's Unit directly through their Common Charges, which includes the debt service on the mortgage.

Closing costs, including without limitation, mortgage recording taxes, transfer taxes, title insurance, Security Fund Contribution and recording fees due in connection with the conveyance and financing of the Resident Manager's Unit will be paid by the Residential Board, on behalf of Residential Unit Owners out of the Working Capital Fund. In the event funds in the Working Capital Fund of the Condominium at the time of Closing are insufficient to make such payments, Sponsor will advance such sums on the behalf of the Residential Board for repayment to the Sponsor pursuant to a non-interest bearing, fully-

amortizing, non-secured promissory note requiring 12 equal monthly payments. These payments will be made from the Common Charges payable by the Residential Owners. For the purpose of this budget, the closing costs are estimated to be $70,000, which equates to monthly payments of $5,833.33.

The budget line item for the Resident Manager's Unit consists of mortgage payments, Common Charges, Security Fund Contribution, real estate taxes (PILOT), and utility charges (including electricity and basic telephone services), attributable to the Resident Manager's Unit. All Residential Unit Owners will pay all expenses attributable to the Resident Manager's Unit as Common Expenses based on their respective percentage of Common Interests. These monthly expenses are detailed as follows:

Mortgage Payments	$6,854 per month
Real Estate Taxes	$1,214 PILOT
Common Charges	$499 per month
Utility Charges	$75 per month
Telephone Charges	$100 per month
Closing Costs	$5,833 per month

The common charges, utility and telephone charges are based upon estimates from the budget expert opinion enclosed herein.

The amounts projected for utility charges are based on estimates by Cooper Square Reality; the amounts projected for real estate taxes and Common Charges are derived from Schedules A and B; the mortgage payments have been calculated based on the terms set forth above.

If, as of the First Closing, the temporary certificate of occupancy for the Building does not permit Unit 3B (or such other Unit as Sponsor shall select to be the Resident Manager's Unit, as provided above) to be occupied, or if for any other reason (in Sponsor's sole judgment) Unit 3B is not then suitable or available for occupancy by the Resident Manager, Sponsor and the Residential Board will enter into an interim lease for another Unit (to be selected by Sponsor) for use as the Resident Manager's residence until Unit 3B (or such other Unit as Sponsor shall select to be the Resident Manager's Unit, as provided above) is ready for occupancy. Such interim lease will require the Residential Board to pay to Sponsor, as the rental thereunder, the Common Charges, real estate taxes and other costs and expenses incurred by Sponsor in connection with owning and maintaining such Unit during the term of the interim lease. In such event, the Plan will be amended to disclose such interim lease and the terms thereof.

Special Note: At the First Closing, Sponsor and the Residential Board will adjust various items of income and expenses in accordance with the period that each owns or operates the Property. If the net credit is in favor of Sponsor, the same will be paid by the Board up to

and including $25,000. The balance owing shall be paid in twelve equal consecutive monthly installments commencing on the first day of the second month subsequent to the First Closing, with interest at 8% per year, pursuant to a negotiable promissory note to be executed by the Board and delivered to Sponsor at the First Closing. Although these installments are not expressly included in this budget, payment of the note (but not the interest thereon) represents, in effect, payment of expenses reflected in this budget that have been prepaid by Sponsor. Interest payments will reduce the amount available in this "Other Expenses" or "Reserve for Contingency" category of the projected budget.

(17) Reserve for Contingencies: $75,000

This amount, to be used at the discretion of the Board, is intended to benefit the Unit Owners by providing a fund for unanticipated expenses not included in the budget and for possible increases in one or more items of operating expense above the amounts projected. The budget may be modified from time to time prior to the commencement of, or during, Condominium operation to add or increase one or more items of operating expense. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess the Unit Owners.

(18) Other Expenses: $18,250

Other Expense covers the ongoing need for telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings, and purchase of uniforms.

Telephone and Communications	$5,000
Printing and Postage	5,000
Sprinkler Fees	750
General	7,500

(19) BPCA Civic Facilities Payment: $137,002

Pursuant to the terms of the Lease, the projected Civic Facilities Payment was calculated at $500 per Residential Unit and $.50 per gross square foot of nonresidential floor area (other than the BPCA Unit Space).

$500 per apartment x 251 apartments = 125,500
$.50 x 23,004 of non-residential square feet = $11,502

It is anticipated that the Civic Facilities Payment due for the First Year of Condominium operation will be $137,002. This is based on a charge of $500 per apartment for 251 Units and $.50 per sq ft for the non-residential Unit Owners. Please see the section of the Offering Plan titled "Summary of the Lease" located in Part 1 of the Plan for further details.

(20) Base Rent: $917,611

For each of the twenty-five (25) Lease Years listed on Schedule 1 of the Lease, annual Base Rent shall be payable in the amounts set forth on such schedule. Annual Base Rent shall be paid in equal monthly installments in advance.

See Section entitled "Summary of the Lease" for further details, the schedule of annual Base Rent through the First Appraisal Date, and the determination of Base Rent thereafter.

(21) Payment in Lieu of Taxes (PILOT): $3,914,114

It is estimated that the Payment in Lieu of Taxes (PILOT) for the first year of Condominium operation will be $3,914,114 (based on Schedule 1 of the Lease and the tax opinion letter by Marcus and Pollack LLP). It is further anticipated that the full assessed valuation of the Building will not be reflected until the tax year 2009/2010 and accordingly, PILOT attributed to all Unit Owners in the tax year 2009/2010 will increase significantly. Common Charges will need to be increased to pay the higher PILOT. Please see the section of the Offering Plan titled "Summary of the Lease" located in Part 1 of the Plan for further details.

(22) In the opinion of Cooper Square Realty, Inc., Sponsor's Budget Expert, the projected income for the Condominium is adequate to meet the estimated expenses for the anticipated First Year of Condominium Operation, assuming that such first year is the fiscal year commencing August 1, 2008. The budget, however, is not intended, and should not be taken, as a guarantee that the annual Common Charges for the first or any subsequent year of operation of the Condominium will be as set forth in the budget. In fact, it is likely that the actual income and expenses for the First Year of Condominium operations will vary from the amounts shown in the budget.

SCHEDULE B - 1 ESTIMATED ENERGY COSTS

Two Pennsylvania Plaza
New York, NY 10121

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212.615.3700

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http://www.cosentini.com

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ASSOCIATES

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M. W. Maybaum, PE

E. Barbieri, PE
R. Leber, PE
E. J. Martinez, PE
S. R. Ceasar, PE

September 25, 2006

Mr. Russell Albanese
Battery Place Green, LLC
C/O Albanese Organization, Inc.
1050 Franklin Avenue
Garden City, New York 11530

RE: The Visionaire
70 Little West Street
New York, NY 10280
Our Job No: 3850
Estimated Common Charges

Mr. Albanese:

The following is our estimated utility costs for the building's Common Budget. Please note that we did not include any escalation in our estimates.

1. Heating, Cooling & Domestic Hot Water for the Residential Section

   a. Heating for the Residential Section = $255,420

      The estimated cost for heating is based on $1.35 per Therm of gas and 189,200 Therms per year, which assumes maintaining 72°F indoors with an outside temperature of +13°F and a wind of 15 MPH.

   b. Cooling for the Residential Section = $169,830

      The estimated cost for cooling is based on $1.35 per Therm of gas and 125,800 Therms per year, which assumes maintaining 76°F/50% RH indoors with an outside temperature of 89°F DB/78°F WB.

c. Domestic Hot Water for the Residential Section = $ 81,000

The estimated cost for the domestic hot water gas fired unit is based on $1.35 per Therm and 80,000 Therms per year. The microturbine will provide 20,000 Therms per year for an actual building usage of 60,000 Therms per year.

2. Cooking Gas for the Residential Section = $ 33,885

The estimated cost for apartment cooking is based on an average usage of 100 Therms of gas per year per apartment at a cost of $1.35 per Therm for 251 apartments.

3. Microturbine Gas Cost = $101,473

The estimated cost for operating one (1) 70 KW microturbine at 78,056 Therms of gas per year at $1.30 per Therm.

4. Water & Sewer for the Residential Section = $ 60,187

The estimated cost for water and sewer is based on a combined charge of $2.34 per 100 cu. ft., which is a reduced rate currently being assessed at a similar residential building with a similar waste water treatment plant. A usage of 70 gallons per day per estimated occupancy was also utilized. The estimated occupancy is based on an average of 3.0 persons per apartment for 251 apartments.

5. Water Charge for Cooling Tower Make-up = $ 7,700

The estimated cost for water is based on a water charge of $1.20 per 100 cu. ft. and make-up rate of 40 GPM for 2000 total hours of cooling tower operation.

6. Common Area Electricity for the Residential Section = $476,568

The estimated cost for common area electricity is based on an assumed consumption of 3,662,629 KWH per year and an average cost of 0.155 per KWH. This is based on common area loads being supplied through a single Con Edison house meter at an ESCO Rate. This rate includes Con Edison distribution charges.

Cosentini Associates
Consulting Engineers

The microturbine will provide 588,000 KWH for an actual building usage of 3,074,629 KWH.

This electricity estimate does not include the cost of electricity in each apartment. Each apartment will have a separate sub-meter and will be billed by a sub-metering agency selected by the association to monitor electrical usage and prepare billing.

If any additional information is required, please call.

Sincerely,
COSENTINI ASSOCIATES

Carl Rasizzi

cc: Christopher Albanese
Jack Becker
Marty Dettling
George Aridas
Robert Hanski
Ed Barbieri
Steve Vaclavik
Michael Harrison

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E. Barbieri, PE
R. Leber, PE
E. J. Martinez, PE
S. R. Ceasar, PE

July 14, 2006

Mr. Russell Albanese
Battery Place Green, LLC
C/O Albanese Organization, Inc.
1050 Franklin Avenue
Garden City, New York

RE: The Visionaire
70 Little West Street
New York, NY 10280
Our Job No: 3850
Estimated Apartment Electrical Charges

Mr. Albanese:

The following are our estimates for the building's individual electric cost for the apartments. Please note that we did not include any escalation in our estimates:

Apartment Loads Electrical

- We have based the calculations on sub-metering of the Con Edison service to each apartment in the building using the following projected ESCO rate. The calculations are based on a rate of 15.5 cents/KWH, which includes Con Edison distribution charges.

- The apartments will each be sub-metered and will be billed by a sub-metering agency selected by the association. For the purposes of this analysis, we have estimated the monthly consumption for each type of apartment. Actual consumption, and therefore actual costs, will vary with usage of air conditioning, supplemental electric heat, laundry equipment, and other appliances.

- The following estimated annual electric costs per apartment are based on an average area for each of the various apartment types listed:

Cosentini Associates
Consulting Engineers

Apartment Type	Annual KWH/sq.ft.	Annual Cost per Apartment #
Average Studio	5.63	$572
Average One Bedroom	4.87	$668
Average One Bedroom + H.O.	5.83	$896
Average Two Bedroom	4.46	$958
Average Two Bedroom + H.O.	3.82	$894
Average Three Bedroom	3.75	$1,064
Average Three Bedroom + H.O.	4.10	$912
PH 2 A and B	3.84	$2,012

If any additional information is required, please call.

Sincerely,
COSENTINI ASSOCIATES

Carl Rasizzi

cc: Christopher Albanese
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Robert Hanski
Ed Barbieri
Steve Vaclavik
Michael Harrison

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July 14, 2006

Mr. Russell Albanese
Battery Place Green, LLC
C/O Albanese Organization, Inc.
1050 Franklin Avenue
Garden City, New York

RE: The Visionaire
70 Little West Street
New York, NY 10280
Our Job No: 3850
Estimated Commercial Space Charges

Mr. Albanese:

The following is our estimated utility costs for the building's Commercial Spaces (other than the BPCA Unit), which includes the garage space. The retail spaces and the Commercial Storage Unit were not evaluated due to the unknown usage and resulting diverse utility requirements of potential establishments. Please note that we did not include any escalation in our estimates.

1. Heating and Cooling for the Garage Space

   a. Heating for the Garage Space = $202

      The estimated cost for heating is based on $1.35 per Therm of gas and 150 Therms per year, which assumes maintaining 72°F within the occupied spaces with an outside temperature of +13°F and a wind of 15 MPH.

   b. Cooling for the Garage Space = $243

      The estimated cost for cooling is based on $1.35 per Therm of gas and 180 Therms per year, which assumes maintaining 76°F/50% RH within the occupied spaces with an outside temperature of 89°F DB/78°F WB.

Cosentini Associates
Consulting Engineers

2. Water & Sewer for the Garage Space = $160

The estimated cost for water and sewer is based on a combined charge of $2.34 per 100 cu. ft., which is a reduced rate currently being assessed at a similar residential building with a similar waste water treatment plant. A usage of 70 gallons per day per estimated occupancy was also utilized. The estimated occupancy is based on two attendants for the garage.

5. Electricity for the Garage Space = $20,542

The estimated cost for the garage electricity is based on an assumed consumption of 95,540 KWHRS per year and an average cost of $0.215 per KWHR. This is based on a garage load being supplied through a Con Edison meter at a Con Edison rate PSC 9, which is the current effective rate. This rate includes an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%. Both the fuel adjustment and surcharge vary from month to month so an average was used in this cost estimate.

This electricity estimate does not include the cost of electricity in the residential portion or retail spaces. These spaces will be metered separately.

If any additional information is required, please call.

Sincerely,
COSENTINI ASSOCIATES

Carl Rasizzi

Carl Rasizzi

cc: Christopher Albanese
Jack Becker
Marty Dettling
George Aridas
Robert Hanski
Ed Barbieri
Steve Vaclavik
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COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

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Marc Kotler
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COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-(i)

November 1, 2006

Battery Park Green, LLC
c/o Albanese Organization, Inc.
1050 Franklin Avenue
Garden City, NY 11530

Re: Condominium Offering Plan for
The Visionaire
70 Little West Street
New York, New York (the "Plan")

Gentlemen:

All capitalized items not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

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

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

Article 13 of the Declaration states that "the percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other spaces in the Condominium, the uniqueness of each Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit."

Section 339(i) requires that the Common Interest of each Unit be based on any one of several methods of calculation. One of these allowable methods is the method stated in Article 13 of the Declaration (Section 339(i)1(iv)).

We have evaluated the allocation of Common Interest among the Units made by the Sponsor based on the foregoing factors and it is our opinion that the allocation of Common Interest is consistent with Section 339(i).

This opinion is confined to the matters addressed herein with respect to Section 339(i) and is not intended, nor should be construed, as an opinion on any other aspects of the Plan. Further, we assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances, that may hereafter come to our attention pertaining to the subject matter hereof.

Cooper Square Realty, Inc. is a licensed real estate broker in the State of New York and has been actively engaged in the management and sales of residential property for over 20 years. We have also been active in the sale of cooperative and condominium apartments for the past fifteen years.

This firm is not acting as the Selling Agent under the Plan. We have no beneficial interest in the Sponsor and no interest in the profits of this conversion plan other than the fee for this service. We have also been requested to serve as Managing Agent for the Property after the conversion as disclosed in the Plan.

We hereby authorize the use of our name and the incorporation of this opinion in connection with the Plan.

Very truly yours,

Marc Kotler
Vice President

COMMERCIAL UNITS

The Condominium will contain five (5) Commercial Units. Four (4) of the Commercial Units are offered for sale under this Plan, excluding the Commercial Unit that will be conveyed by Sponsor to BPCA pursuant to the Lease.

The five (5) Commercial Units are comprised of: two (2) Retail Units located on a portion of the First Floor, one (1) Storage Unit located on a portion of the Cellar Floor, the BPCA Unit located on a portion of the Cellar Floor through Sixth Floor of the Building to be conveyed to BPCA pursuant to the provisions of the Lease and one (1) Garage Unit located on the a portion of the Cellar and First Floor. The Commercial Units may be utilized for any purposes permitted by Law, including, without limitation, use as restaurants, banks, parking, retail stores, grocery stores, storage or commercial and professional offices.

The Garage Unit will initially be utilized as a transient garage containing approximately fifty (50) parking spaces which may be operated up to twenty-four (24) hours a day. Sponsor has applied for a special permit to increase the parking spaces in the Garage Unit to up to one hundred twenty (120) parking spaces. It is anticipated that the garage will be available for use up to 24 hours a day and will have access to the lobby via elevators and stairs. The garage will be operated in compliance with Multiple Dwelling Law §60. Multiple Dwelling Law §60 provides in relevant part that parking spaces within a building be first made available to occupants of the building. It is anticipated that the garage will be operated by a parking garage operator who may or may not be affiliated with Sponsor. The operator will determine and collect charges based upon market rates and will establish such rules and regulations governing the availability and priority of spaces and the general operation of the garage as such operator may deem appropriate. Neither the Condominium Board nor the Residential Board may adopt any rules or regulations or amend the Declaration or By-Laws in any manner which would affect the operation of the garage. Sponsor anticipates combining certain of the Commercial Units with the Garage Unit provided the special permit to increase the number of parking spaces is granted, although, Sponsor is under no obligation to do so.

The Commercial Units may include retail stores, commercial and professional offices, a garage, restaurants, banks, storage space (including storage of equipment, supplies, gardening chemicals and materials), workshops and any other legal uses.

Sponsor and any subsequent owner of the Commercial Units have the right to subdivide and combine portions of their respective Units, subject to the provisions of the Declaration and By-Laws.

In accordance with the terms of the Lease, Sponsor will convey the BPCA Unit upon the later of the completion of the core and shell of the BPCA Unit or the First Closing. The BPCA Unit will not be responsible for the payment of Common Charges (including any portion of the Rent) to any Board. The monthly Common Charges of all other Unit Owners will include a contribution to the Condominium Board on behalf of the BPCA Unit that, in the aggregate, will offset and equal any such Common Charges that would otherwise be assessed to or payable by the owner of the BPCA Unit. The BPCA Unit Owner may sell or lease all or any portion of the BPCA Unit, without any restriction or limitation imposed including, not being subject to a right

of first refusal by the Condominium Board pursuant to the Declaration or the By-Laws. BPCA is not a "sponsor" of this offering, is not participating as a "sponsor" in the individual sales of the Units and will have no liability or obligation to Purchasers under the Offering Plan. Please refer to the Section entitled "Summary of the Lease" in Part I of the Plan for more details.

The Residential Board will have no right to restrict or limit the method of operation, use or appearance of any Commercial Unit which are permitted by Law. The Commercial Board may adopt rules and regulations and amendments thereto, including rules of operation that relate solely to the Commercial Units (with the exception of the BPCA Unit). No rules affecting the operation of the Commercial Units may be adopted or modified by the Condominium Board without the consent of the Commercial Board. Notwithstanding the foregoing, if the insurance premiums for the Condominium are increased as the result of a particular use of a Commercial Unit (excluding the BPCA Unit), the Unit Owner of said Commercial Unit shall be responsible for such increase in premium, notwithstanding that the actual use of the Unit giving rise to the premium increase is permitted by law. All or any part of the Commercial Units may be leased or subleased by the applicable Commercial Unit Owner, all as more fully set forth in the Declaration. A Commercial Unit may be divided by the Commercial Unit Owner thereof. (See the Section entitled "Changes in Prices and Units"). The Residential Unit Owners, will have no interest in the rents, profits or revenues from the rental or use of any of the Commercial Units.

No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Commercial Units (except that Sponsor is obligated to convey the BPCA Unit to BPCA in accordance with the Lease) or as to who the tenants or occupants of any portion of the Commercial Units may be, at any time, or as to the uses to which any portion of the Commercial Units may be put at any time (except that the Commercial Units may be used for any lawful purpose), and no assurance is given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners or other parties.

The basis for projecting the share of expenses attributable to the Commercial Units (except the BPCA Unit Owner) is the Proportionate Common Interest of such Units except that, as described below and in Schedule B, the Commercial Unit Owners (other than the BPCA Unit Owner) share the costs for contingencies, insurance, ground rent, management fees, service contracts, PILOT, permits, legal and audit and repairs and Maintenance in accordance with their Proportionate Common Interests, and shares only a portion of other costs, such as the cost for labor and related expenses based upon estimated usage. Other costs such as the costs for water and sewer and gas are not borne at all by the Commercial Unit Owners because such utilities and/or services are either separately metered or sub-metered for or not used by or do not benefit the Commercial Unit Owners.

According to the opinion of Cooper Square Realty, Inc., the Common Charges projected to be payable by the owners of the Commercial Units are adequate to cover the Common Expenses fairly attributable to those Units.

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,

which provides for the arbitration to be conducted before one arbitrator in New York City by the American Arbitration Association.

The Commercial Unit Owners have the right to freely sell their respective Units, or to freely lease all or part of the Commercial Units, as the case may be, without having to first offer the same for sale or lease to any Board.

Certain easements have been reserved to the Commercial Unit Owners in the Declaration. The Commercial Unit Owners and their tenants, 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 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 Commercial Units provided, however, that any such signs are (a) in keeping with the first class luxury nature of the Building and will not block any windows in a Residential Unit and (b) in compliance with the Lease, the Design Guidelines, applicable Law and other requirements, and (ii) the operation of any business of a tenant or occupant of all or any portion of any Commercial Unit. Commercial Unit Owners and their tenants, 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.

The Condominium Board, the Residential Board and the Commercial Board, at the request of Sponsor or a Commercial Unit Owner, will enter into a recognition agreement with any tenant with which Sponsor or a Commercial Unit Owner or its designee has entered into a lease for all or any part of a Commercial Unit. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Boards will agree that so long as there is no event of default under said lease, as would entitle Sponsor or a Commercial Unit Owner or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Boards' lien on a Commercial Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Commercial Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Boards, or, in case any Board takes possession of a Commercial Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if any Board or any other party succeeds to the interests of Sponsor or a Commercial Unit Owner under the lease, the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord.

Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building. Sponsor's easement will not expire and will remain in effect after the Sponsor no longer owns any Units in the Building. Common Elements may be used by Sponsor for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communication equipment on the roofs and facade of the

Building and elsewhere on the Common Elements and the conduit and other facilities relating thereto and (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the Maintenance thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes. The aforementioned easements may be used by Sponsor, its designee, tenant, assignee or licensee for its own account or the account of any designee, tenant, licensee or assignee of Sponsor for the purpose of servicing the Condominium or any other building or area. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor, its designee, tenant, assignee or licensee for the use of the aforesaid easements or equipment. Any satellite dishes or other facilities placed upon the roof, the facade of the Building or any other portion of the Common Elements by Sponsor, its assignee or licensee shall be the exclusive property of Sponsor, its designee, tenant, assignee or licensee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto.

Notwithstanding anything to the contrary contained the Plan and to the extent permitted by Law, Sponsor reserves the right any time before the Declaration is filed to redesignate the Commercial Units (other than the BPCA Unit) as Residential Unit(s). Any such change may affect the Residential Common Interest, the Proportionate Common Interest and the Common Charges allocable to or payable by each Residential Unit. Please refer to the Section entitled "Changes and Prices and Units" for further details.

CHANGES IN PRICES AND UNITS

Changes in the Residential Section

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 any Board, Unit Owner or mortgagee, to change the purchase 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 an Agreement is then in effect may be made without the consent of the Purchaser thereof. 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 Agreement, including but not limited to terms and conditions pertaining to: purchase price; the amount of the Deposit; 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 or the revision of floor plans and the allocation and payment of costs therefor; the availability of Common Charge rebates, special incentives to groups or subgroups of Purchasers, purchase price rebates and subsidies payable as a credit against the purchase price or on a periodic basis; extensions of time periods within which to perform obligations under the Agreement; the availability of interim leases and the amount of interim rent; and the application of rent towards the purchase price. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" under the Subsection entitled "Leasing and Use of Unsold Units" and "Interim Leases" for further discussion regarding the terms and conditions of any interim leases.

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 an Agreement nor will it give rise to any right to recover any amount from Sponsor by reason of not being offered the same or more favorable terms. In the event Sponsor agrees, in its sole discretion, to enter into an interim lease for a Unit, Purchasers are advised that the tenancy under such interim lease is not subject to governmental regulation as to amount of rent or terms and that a default under the interim lease will constitute a default under the 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 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 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 Residential Limited Common Element, Commercial Common Element or Commercial Limited Common Element or General Common Element as part of a newly created or expanded Residential Unit, Commercial Unit, Commercial Common Element, Residential Common Element, Residential Limited Common Element or Commercial Limited Common Element or designate all or part of a Residential Unit as a newly created or expanded 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), (c) or (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 an 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.

Notwithstanding anything to the contrary contained the Plan and to the extent permitted by Law, Sponsor reserves the right any time before the Declaration is filed to redesignate the Commercial Units (other than the BPCA Unit) as Residential Unit(s). Any such change may affect the Residential Common Interest, the Proportionate Common Interest and the Common Charges allocable to or payable by each Residential Unit. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if an Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default.

No material change will be made in the size or number of Units and/or in the size or quality of the Common Elements except by amendment to the Plan and, when applicable, by amendment to the Declaration. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if an Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default. No material change will be made in the size and no material adverse change will be made in the quality of Common Elements, and, in such event, Purchasers not in default shall receive a right to rescind and a reasonable period of time that is not less than fifteen (15) days after the date of presentation of an amendment setting forth the right to rescind. Sponsor will return any deposit or downpayment promptly to Purchasers who rescind.

Once the Declaration is recorded, no change may be made in the number of Units 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 Residential Board or 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.

As long as the layout and dimensions of a Residential Unit conform substantially to the Residential Unit Floor Plans, a Purchaser will not be excused from purchasing the Residential Unit and will not have any claim against Sponsor as a result of any insubstantial or immaterial change, variation or discrepancy.

Changes in the Commercial Section

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 any Board, Unit Owner or mortgagee, to change the purchase price, including, without limitation, the manner of payment thereof and other terms of sale of any Commercial Unit, except that no such change with respect to any Commercial Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereof. 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 Commercial Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Commercial Units, but this will not affect any prior or subsequent sale of Commercial Units which are not the subject of such change.

Sponsor reserves the right to negotiate with each Purchaser, the terms and conditions of the Agreement, including but not limited to terms and conditions pertaining to: purchase price; the amount of the Deposit; 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 or the revision of floor plans and the allocation and payment of costs therefor; the availability of Common Charge rebates, special incentives to groups or subgroups of Purchasers, purchase price rebates and subsidies payable as a credit against the purchase price or on a periodic basis; extensions of time periods within which to perform obligations under the Agreement; the availability of interim leases and the amount of interim rent; and the application of rent towards the purchase price. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" under the Subsection entitled "Leasing and Use of Unsold Units" and "Interim Leases" for further discussion regarding the terms and conditions of any interim leases.

No material change will be made in the size or number of Units and/or in the size or quality of the Common Elements except by amendment to the Plan and, when applicable, by amendment to the Declaration. Unless an affected Purchaser consents, no material change will

be made in Unit size, layout, or percentage of Common Interest if an Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default. No material change will be made in the size and no material adverse change will be made in the quality of Common Elements, and, in such event, Purchasers not in default shall receive a right to rescind and a reasonable period of time that is not less than fifteen (15) days after the date of presentation of an amendment setting forth the right to rescind. Sponsor will return any deposit or downpayment promptly to Purchasers who rescind.

Once the Declaration is recorded, no change may be made in the number of Units 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 Commercial Board or 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.

As long as the layout and dimensions of a Commercial Unit conform substantially to the Commercial Unit Floor Plans, a Purchaser will not be excused from purchasing the Commercial Unit and will not have any claim against Sponsor as a result of any insubstantial or immaterial change, variation or discrepancy.

INTERIM LEASES

Sponsor and the owner of any Unsold Unit reserves the right with respect to any Unsold Unit, prior to the date of closing thereto, to rent or lease such Unsold Unit on an interim basis for such rent and term and on such other conditions as may be agreed to between Sponsor or such owner and a Purchaser. Purchasers are advised that the tenancy under such Interim Lease is not subject to governmental regulation as to amount of rent or terms. No occupancy may commence until a temporary Certificate of Occupancy has been obtained for such Unsold Unit. The interim lease will provide, however, among other things, that an uncured default by the Purchaser under the Agreement with respect to the Unsold Unit which is the subject of the interim lease will constitute a default under the interim lease entitling Sponsor or such owner, at its option, to terminate such interim lease in accordance with applicable Law. In addition, each Agreement may provide that an uncured default by the Purchaser under any lease or use and occupancy agreement with respect to the Unsold Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor or such owner, at its option, to terminate such Agreement and to exercise any remedies therein provided; provided however, that before Sponsor or such owner utilizes the default under the interim lease to declare a default under the Agreement, Sponsor or such owner will either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unsold Unit. A Purchaser will have thirty (30) days to vacate an Unsold Unit after a default under the Agreement or the exercise of a right of rescission.

Purchasers entering into an interim lease for an Unsold Unit will be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the interim lease. All other charges or other fees due under a interim lease will be adjusted as of the Closing to the Residential Unit or Commercial Unit, as the case may be. Notwithstanding any of the foregoing, Sponsor will be under no obligation to enter into any interim lease and no portion of the rent paid under an interim lease will be credited towards the Purchase Price of a Unit unless the interim lease expressly provides.

PROCEDURE TO PURCHASE

A person desiring to purchase a Residential Unit or Commercial Unit will be required to execute an Agreement in quintuplicate (i.e., five (5) original counterparts), which will be substantially in the form set forth in Part II of the Plan.

Prospective purchasers shall be afforded not fewer than three (3) business days to review the Plan and all amendments thereto prior to executing an Agreement. If a Purchaser has not had the opportunity to review the Plan, including any filed amendments thereto, for at least three (3) business days prior to executing and delivering an Agreement and the Deposit, a Purchaser shall have the right to rescind the Agreement and have the full Deposit refunded promptly within seven (7) days after delivering an executed Agreement with the required Deposit. Purchaser must either personally deliver a written notice of rescission to the Sponsor or Selling Agent within the seven (7) day period or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the seven (7) day period. The Agreement sets forth in detail the terms of sale with respect to each Residential Unit or Commercial Unit, as the case may be, and should be read carefully by each prospective purchaser. Prospective purchasers should be aware that if any conflict exists between the Plan and the 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 Residential Unit or Commercial Unit, as the case may be, pursuant to the Agreement shall not be contingent on Purchaser obtaining financing for such purchase. No Unit Owner can obtain financing secured by a Unit unless the holder of the mortgage granted in connection with such financing enters into the Recognition Agreement. The Declaration provides and the Recognition Agreement to be entered into by each Permitted Unit Mortgagee holding a first mortgage upon a Unit, acknowledges, that the lien of the Unit Mortgage is subordinate to the lien of the Condominium for unpaid Common Charges to the extent such Common Charges consist of Proportionate Rent due from a Defaulting Unit Owner and the lien of such Unit Mortgage is superior to the lien of the Condominium to the extent such Common Charges do not consist of Proportionate Rent. Where the Unit Mortgage is not a first mortgage lien, such Unit Mortgage shall be subordinate to the lien of the Condominium for the full amount of the Common Charges.

Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the prospective purchaser or such Purchaser's attorney. Sponsor will have thirty (30) days after delivery by Purchaser of an executed Agreement and the Deposit required thereby, within which to accept or reject such Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective purchaser, subject to any limitations and requirements imposed by Law.

If an Agreement is not accepted by Sponsor within the aforesaid thirty (30) day period (by Sponsor executing the Agreement and returning same to Purchaser or Purchaser's counsel within the aforesaid thirty (30) day period), the 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, and without cause or explanation, without prior notice or prior amendment to the Plan and without the consent of any Board, to refuse to approve and execute an Agreement for any Residential Unit or Commercial Unit, as the case may be, except as prohibited by Law. No prospective Purchaser will have any claim against Sponsor for Sponsor's failure to execute an Agreement.

The 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 23-A of the General Business Law of the State of New York.

At the time of execution of an Agreement, a Purchaser is required to make a payment in an amount equal to at least the sum of ten percent (10%) of the purchase price (the "Initial Deposit") with an additional five percent (5%) of the purchase price (the "Additional Deposit") due and payable no later than the earlier to occur of: (i) six (6) months after the date of the Agreement or (ii) fifteen (15) days after Sponsor presents an amendment declaring the Plan effective, but in no event later than the Closing, subject to collection. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit."

All Deposit checks must be made payable to the direct order of "ALBANESE & ALBANESE LLP, ESCROW AGENT." All checks delivered in payment of the Deposit (other than any portion thereof paid at Closing) shall be accepted 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 Agreement to be canceled and of no further force or effect without affording Purchaser a grace period to cure such default.

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 Residential Unit or Commercial Unit, as the case may be, requests that Sponsor perform special work on such Residential Unit or Commercial Unit, as the case may be, 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 Agreement and Sponsor may require such person to pay for said special work or furnishings. 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 Residential Unit or Commercial Unit, as the case may be, 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. Any additional fees to be paid to the Sponsor for any special work performed shall be not refundable. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment or Common Element or in any advertisements with respect thereto, imply or represent that any Residential Unit or Commercial Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit or the Commercial Unit, as the case may be, to Purchaser unless

Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the purchase price for such Residential Unit or Commercial Unit, as the case may be.

The balance of the purchase price shall be payable simultaneously with the delivery of the deed to the Residential Unit or the Commercial Unit, as the case may be, 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 Deposit will be credited or paid to Purchaser at Closing.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE 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 OR COMMERCIAL UNIT.

After an amendment declaring the Plan effective has been accepted for filing, Sponsor will serve Purchasers with written notice of the originally scheduled Closing Date at least thirty (30) days prior to 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 written notice within which to cure such default, time being of the essence, following which Sponsor shall have the remedies set forth below. A Purchaser may waive written notice of such Purchaser's Closing Date.

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, the Commercial Board and the Residential Board, as the case may be, as well as Sponsor substantially in the form set forth in Part II of the Plan. Failure of the Purchaser to execute and acknowledge the power of attorney shall constitute an event of default.

In the event of any default by a Purchaser under an Agreement where the Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, cancel such Agreement and retain the Deposit 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 costs or expenses incurred by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Residential Unit or the Commercial Unit, as the case may be, to its condition prior to such special work being performed. Sponsor will be entitled to maintain an action against purchaser for such additional costs.

Sponsor will fix dates for closing title to all Unsold Units for which Agreements have been executed by serving notice upon each Purchaser stating the scheduled date of the First Closing setting such Purchaser's Closing Date.

If a Purchaser fails for any reason to close title to the Residential Unit or the Commercial Unit, as the case may be, 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 Residential Unit or the Commercial Unit, as the case may be, by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Agreement and this Plan, an amount equal to 0.03% of the purchase price of the Residential Unit or the Commercial Unit, as the case may be, for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

Prior to the closing of title to a Residential Unit or Commercial Unit, the Agreement prohibits a contract vendee from listing the Residential Unit or Commercial Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Residential Unit or Commercial Unit for sale or lease, without Sponsor's prior written consent. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy) may not advertise, list or sell a Residential Unit acquired from Sponsor for twelve (12) months after closing on such Residential Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Residential Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor.

It is anticipated that the First Closing will occur by the commencement date for the First Year of Condominium Operation as set forth in Schedule B which is August 1, 2008. If the First Closing does not occur by February 1, 2009, as such date may be extended by duly filed amendment to the Plan, Sponsor will amend the Plan to update the budget. If such amended projections (excluding PILOT expenses) 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 presentation of the amendment disclosing the updated budget, and any Purchaser electing rescission will have their Deposits and any interest earned thereon returned. If the Plan is withdrawn or abandoned, the Deposit previously paid to and actually collected by Sponsor, together with any interest earned thereon, shall be returned to Purchaser within fifteen (15) days of the date of such withdrawal or abandonment, in accordance with the provisions herein set forth.

The risk of loss to any Residential Unit or Commercial Unit by fire or other casualty until the Closing for such Residential Unit or Commercial Unit, as the case may be, is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit pursuant to an interim lease or written agreement with Sponsor, at which time such risk to the Residential Unit or the Commercial Unit, as the case may be, (but not to any portion of the Common Elements) shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Residential Unit or Commercial Unit. In the event of damage or destruction of a Residential Unit or Commercial Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Residential Unit or the Commercial Unit, as the case may be, the 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

Residential Unit or Commercial Unit, as the case may be. 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 or Commercial Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an 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 Commercial Unit, as the case may be, or if 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 Agreement shall be deemed canceled and of no further force or effect and Escrow Agent shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, whereupon the parties to the 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 Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Notwithstanding anything to the contrary set forth above, in the event that an Agreement is terminated or rescinded for any reason, Sponsor may retain escrow funds equal to the cost for special work performed at the request of the Purchaser as well as the cost of any work necessary to restore the Residential Unit or the Commercial Unit, as the case may be, to its condition prior to such work having been performed.

From and after the Closing of each Residential Unit or Commercial Unit, as the case may be, Purchaser will become obligated for the payment of applicable Common Charges, PILOT and assessments (including water charges and sewer rents, if separately assessed) and all other expenses with respect to such Unit Owner's Unit, whether or not the Unit Owner has taken possession of such Unit Owner's Unit, and whether or not all work required to be performed by Sponsor or anyone else in or to the Unit or the Building has been completed.

Agreements are not assignable without the prior written consent of Sponsor, which consent may be granted or denied by Sponsor in its sole discretion. If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement.

At the closing of title and simultaneously with the delivery of the deed conveying a Residential Unit or Commercial Unit, as the case may be to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board, the Commercial Board or the Residential Board, as the case may be and Sponsor substantially in the form set forth in Part II of the Plan. Purchaser's failure to duly complete and sign before a notary public and deliver at closing the power of attorney will constitute an event of default under the Agreement, in which case Sponsor may, at its option, cancel such Agreement and retain the Deposit 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 costs or expenses incurred by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Residential Unit or Commercial Unit, as the case may be, to its condition prior to such special work being performed. Sponsor will be entitled to maintain an action against purchaser for such additional costs.

Escrow and Trust Fund Requirements

All Deposits received by Sponsor under an Agreement will be held in escrow in conformity with the provisions set forth below.

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.

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

All Deposits made by Purchasers prior to the closing of each individual transaction, will be placed, within five (5) business days after tender of the Deposit and executed Agreement by Purchaser to Sponsor or Selling Agent, in a segregated special escrow account of Albanese & Albanese LLP, the escrow agent (the "Escrow Agent"), whose address is 1050 Franklin Avenue, 5th Floor, Garden City, New York 11530 and whose telephone number is (516) 248-7000. Escrow Agent has established a master escrow account at each of HSBC Bank USA at its branch located at 147 Seventh Street, Garden City, New York 11530 entitled Albanese & Albanese LLP, The Visionaire Escrow Account, Escrow Account No. [redacted], North Fork Bank at its branch located at 330 Old Country Road, Mineola, New York 11501 entitled Albanese & Albanese LLP, The Visionaire Escrow Account, Escrow Account No. [redacted]; The First National Bank of Long Island at its branch located at 1050 Franklin Avenue, Garden City, New York 11530 entitled Albanese & Albanese LLP, The Visionaire Escrow Account, Escrow Account No. [redacted]; JPMorgan Chase Bank, N.A. at its branch located at 106 Seventh Street, Garden City, New York 11530 entitled Albanese & Albanese LLP, The Visionaire Escrow Account, Escrow Account No. [redacted], and M&T Bank at its branch located at 845 Franklin Avenue Garden City, New York 11530 entitled Albanese & Albanese LLP, The Visionaire Escrow Account, Escrow Account No. [redacted] (the escrow account established at each of the foregoing banks is hereinafter referred to as the "Master Escrow Account"). The attorneys who are signatories on this account authorized to withdraw funds are the partners or attorneys employed by Escrow Agent. All Deposits will be placed initially in a non-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-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), in the form set forth in Part II of the Plan, as applicable, to

Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8BEN, the Deposit 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-8BEN, signed and fully completed with the taxpayer identification number, if required, the Deposit will remain in the non-interest bearing checking portion of the Master Escrow Account and Sponsor will have no obligation to provide interest to a 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. Each sub-escrow saving account at HSBC Bank USA, North Fork Bank, The First National Bank of Long Island, JPMorgan Chase Bank, N.A. and M&T Bank is covered by federal bank deposit insurance to a maximum of $100,000. The following are special risks of this offer: (i) if a Purchaser makes a Deposit in excess of $100,000 for the purchase of a Unit, such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing checking 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 together with a fully executed Agreement.

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

If a Purchaser tenders a Deposit without an executed Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within five (5) business days after tender, if the Deposit has not been deposited into escrow, and (ii) at any time, if the Deposit 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 Agreement, or (ii) Purchaser is entitled to a return of the Deposit. 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 from time to time. When last confirmed by Sponsor, the rate for deposits was: 3.00% at The First National Bank of Long Island; 4.00% at HSBC Bank USA; 5.00% at M&T Bank; 4.00% at North Fork Bank; and 4.30% at JPMorgan Chase Bank, N.A. Sponsor makes no representations or guaranties that the interest rate paid on Deposits will not increase or decrease and makes no representations regarding the interest which will be paid on the Deposits. Interest will begin to accrue within: (i) three (3) business days, if the Deposit is cash or cash equivalent, or (ii) five (5) business days, if the Deposit is other than cash or cash equivalent. All instruments shall be made payable directly to the order of "Albanese & Albanese

LLP, as Escrow Agent." Endorsed instruments will not be accepted. Information regarding the Escrow Account may be provided to Sponsor and Sponsor's construction lender which may be entitled to access to records with respect thereto.

ESCROW AGENT'S NOTICE THAT THE DEPOSIT HAS BEEN DEPOSITED WILL NOT MEAN THAT PURCHASER HAS BEEN APPROVED AS A PURCHASER OR THAT THE AGREEMENT HAS BEEN SIGNED BY SPONSOR. IT SIMPLY MEANS THE CHECK HAS BEEN DEPOSITED.

In the event there is a failure of collection with respect to any check delivered by a Purchaser, the Agreement will be deemed void ab initio (as if the 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.

Before funds are transferred to a new escrow account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided herein. A bond, letter of credit or other security may be substituted for the escrow account only after the Office of the Attorney General approves in writing the use of such alternate form of security.

With respect to the release of the Deposit, under no circumstances shall Sponsor apply for a release of the Deposit of a defaulting Purchaser until after consummation of the Plan. The consummation of the Plan does not relieve the Sponsor of its obligations pursuant to General Business Law ("GBL") Section 352-h. Within ten (10) business days after tender of the Initial Deposit, 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 Deposit, Purchaser may cancel the Agreement and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the Deposit. 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 hold the Deposit 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 Deposit, Escrow Agent will not pay the Deposit to Sponsor until Escrow Agent has given Purchaser written notice thereof of not fewer than ten (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 shall not object to the release of the escrowed funds to:

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

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

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

The Attorney General shall act upon the application within thirty (30) days after its submission to the Office of the Attorney General, by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons.

If the application seeking release of funds is denied, the Escrow Agent shall continue to hold the deposit and any interest earned thereon until: (1) both Sponsor and Purchaser direct payment to a specified party in accordance with a written direction signed by both Sponsor and Purchaser; or (2) a judgment or order of a court of competent jurisdiction is served on Escrow Agent; or (3) Escrow Agent deposits the disputed amount into court.

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

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 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.

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 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 seven (7) years after the release of funds. The Department of Law may perform random reviews and audits of any records involving escrowed accounts to determine compliance with the applicable statute and regulation.

At Purchaser's request, 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, finishes, extras and for all special work. All funds received by Sponsor from Purchasers for such special work or extras, shall be initially placed in escrow and shall be paid to Sponsor by 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.

The Plan and all Agreements are subject to the requirements of Section 71-a(3) of the Lien Law a copy of which is set forth in Part II of the Plan and incorporated into the Plan and the Agreement by reference. Please refer to Part II of the Plan for further details.

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., Agreements signed by bona fide Purchasers for fifteen percent (15%) of the Units offered under the Plan). The Plan must be declared effective when Agreements have been executed by prospective Purchasers and accepted by Sponsor with respect to eighty (80%) percent of the Units offered for sale. The Plan may be declared effective at an earlier date, at Sponsor's sole election, when bona fide Agreements (including those executed by investors) have been executed and accepted by Sponsor with respect to at least fifteen (15%) percent of the Units being offered for sale under the Plan.

The Plan will not be declared effective based on 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 an 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.

Prior to being declared effective, the Plan may, at the option of Sponsor, be abandoned at any time for any reason. After the Plan has been declared effective, the Plan may be abandoned in the event of: (a) 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 hereunder or complied with except through litigation or, in Sponsor's judgment, by the expenditure of more than one-half of one percent of the total offering in the aggregate, (b) 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 one half of one percent of the total offering; or (c) a taking of all or part of the Property in condemnation proceedings or by eminent domain. Any stated dollar amount relied upon as a basis for abandonment after effectiveness must exclude any attorney's fees or any title defects or determinations of any authority or regulatory association which exist on the date the Units were initially offered for sale under the Plan and are either known to the Sponsor or are a matter of public record.

In the event the Plan is withdrawn or abandoned, it will be by a duly filed amendment and all Deposits, together with interest earned thereon, if any, will be returned to Purchasers within fifteen (15) days following such withdrawal or abandonment. Upon the return of the Deposits, together with any interest earned thereon, the Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Agreements. Funds received by Sponsor from a Purchaser for modified or additional work in Units, if any, will not be returned to such Purchaser following withdrawal or abandonment of the Plan. 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. The Closing to each Unit shall be held at the offices of Albanese & Albanese LLP, the sales office or at such other place as Sponsor may designate on not less than two (2) business days' prior notice. The Closing to each 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, as the case may be, 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. 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;

d. 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 inspect the Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

e. the execution and delivery by Sponsor of a bargain and sale deed with 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;

f. the assignment by Sponsor to Purchaser of the right to proceed under any existing assignable warranties covering appliances, equipment or fixtures installed in the Unit, and the assignment by Sponsor to the Condominium Board or Residential 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. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit);

g. the completion, execution and delivery by Purchaser of the Power of Attorney, the form of which is set forth in Part II of the Plan;

h. the issuance of a temporary or permanent Certificate of Occupancy for the entire project or, issuance of a partial, temporary or permanent Certificate of Occupancy for the Unit closed or the Building in which the Unit is located; and

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 leasehold condominium title to the 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 the 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 the Unit and (ii) the Condominium has been validly created pursuant to the Condominium Act.

Sponsor is not obligated to repair any damage from a casualty or other cause that occurs before the closing of a Purchaser's Unit. If Sponsor elects to repair any such damage, Purchaser's Agreement will remain in full force and effect, and 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 Agreement shall be deemed canceled and Sponsor shall return to Purchaser all sums deposited by Purchaser under the Agreement, together with interest earned thereon, if any, and neither party shall have any further liability to the other except (i) if Purchaser is in default under the Agreement, Sponsor will retain any such sums as and for liquidated damages and (ii) Sponsor may retain escrow funds equal to the cost for special work performed at the request of the Purchaser as well as the cost of any work necessary to restore the Residential Unit to its condition prior to such work having been performed.

In the event of the existence of any lien or encumbrance other than Permitted Encumbrances, the sole remedy of Purchasers under the Plan will be to rescind their respective Agreements within fifteen (15) days after receipt of notice or an amendment disclosing such lien or encumbrance. A Purchaser electing to proceed with the purchase of a Unit will not be entitled to any credit against, or abatement of, the purchase price set forth in the Agreement and will have no claim or right of action against Sponsor by reason thereof. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money to make title marketable or to eliminate any encumbrances or title defects, except to incur expenses up to the aggregate amount of $50,000 in respect of the Building and of all Units.

The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments.

The acceptance of a deed by a Purchaser shall be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to

be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the 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 have the opportunity to inspect such Unit prior to the Closing Date, subject to the rights of any tenant or occupant of the Unit, 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 shall include on the inspection statement a list of "punch list" work 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. A Purchaser shall receive prior notice that a Residential Unit is available for inspection pursuant to this paragraph, as more particularly set forth in the Agreement in Part II of the Plan and as described in the Section of the Plan entitled "Rights and Obligations of Sponsor." A Purchaser who fails to inspect such Residential Unit shall be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan. After Closing of title to each Residential Unit the Purchaser thereof must comply with the procedures established by the Managing Agent regarding such Purchaser's move into the Residential Unit. This may include "move in" fees which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents damage the Common Elements or another Residential Unit during the move in.

As more fully set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor" Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Without limiting the generality of the foregoing, Sponsor hereby disclaims any and all express or implied warranties as to view, light quality, sound, vibration and/or odor transmission, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of (i) any insubstantial variations from the Plans and Specifications or the description of any portion of the Building or a Unit set forth in the Plan or (ii) variations from the Plans and Specifications or the description of any portion of the Building or a Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Plan. Any such variation affecting the Property which is material will be disclosed in a duly filed amendment to the Plan.

All personal property located within the Unit on the date the Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance to Purchaser unless specifically excepted in the Plan, as same may be amended from time to time.

CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the 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 Purchaser's Unit. All Recording charges, fees and taxes reflected herein, are based on rates in effect on the date of the Plan and are subject to change without notice and a Purchaser will not be relieved of Purchaser's obligation under an Agreement by reason of any change in such charges, fees or taxes.

a. Purchaser will pay a contribution to the Working Capital Fund of the Residential Section in an amount equal to one (1) month's Residential Common Charges then applicable to each Unit being purchased.

b. Purchaser will pay the cost for title insurance which will vary depending upon the purchase price of the Residential Unit. The premium as of the date of this Plan for leasehold owner's title insurance is currently seventy percent (70%) of the sum of $402 for the first $35,000 of fee insurance plus from $6.67 to $2.67 for each $1,000 of additional fee insurance or fraction thereof depending on the amount of insurance. The premium for mortgage title insurance is currently seventy percent (70%) of the sum of $344 for the first $35,000 of coverage plus from $5.55 to $2.31 for each $1,000 of additional mortgage title insurance or fraction thereof depending on the amount of insurance. A reduced rate for fee and mortgage title insurance may be available if Purchaser obtains a mortgage loan and fee and mortgage title insurance are ordered and/or issued simultaneously. These rates are subject to change without notice. Each title company utilized by a Purchaser must agree to submit all real estate transfer tax forms required to be submitted in connection with the conveyance of a deed to a Purchaser and all transfer taxes due in connection therewith (as more particularly summarized in subparagraphs (e) and (f) below) and will be obligated to indemnify Sponsor for such title company's failure to file such transfer tax forms and remit the required transfer taxes in connection therewith in a timely manner. Purchaser may obtain title insurance from any title insurance company selected by Purchaser.

c. Purchaser will pay a fee for recording the deed, Power of Attorney, mortgage, if any, and any other document. The fees for recording currently imposed by Landsearch Abstract, LLC (each title company establishes its own additional fees and service and surcharges and/or agent thereof has the right to in connection with recordings and filings, that shall be payable by Purchaser) is $100.00 for each Deed, and $75.00 for each additional instrument plus $5.00 per page. The fees charged by Landsearch Abstract LLC are subject to change and are presented here merely as an example of the current charges imposed by a title insurance agent.

d. 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). If Purchaser assumes or consents to the continuation of a mortgage lien encumbering only such Purchaser's Unit and as a result is entitled to an

exemption of all or a portion of the mortgage tax otherwise payable, Purchaser will pay to Sponsor an amount equal to the amount of the tax that is exempt, but in no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by Purchaser to the taxing authority if such mortgage tax credit or exemption had not been available to Purchaser.

e. Purchaser will pay the New York City Real Property Transfer Tax ("RPT Tax"), which currently, for the purchase of a single Residential Unit is 1.425% of the purchase price, assuming a purchase price over $500,000, and for the purchase of a Commercial Unit is 2.625% of the purchase price assuming a purchase price over $500,000 and the New York State Real Estate Transfer Tax ("NYS Tax"), presently $2.00 for each $500.00 (or part thereof) of the purchase price of a Unit. Purchasers will also be obligated to pay the filing fee for the RPT Tax form which is currently $75.00. 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 tentative RPT tax.

(ii) Multiply the purchase price by the NYS Tax rate to compute the tentative NYS Tax.

(iii) Add the tentative RPT and NYS Taxes to the purchase price.

(iv) Multiply the sum resulting from (iii) by the RPT Tax rate to determine the actual RPT Tax payable; and

(v) Multiply the sum resulting from (iii) by the NYS Tax rate to determine the actual NYS Tax payable.

Example for the purchase of a Residential Unit :

Purchase price = $1,310,000

(1)	$1,310,000.00 x 1.425%	= $	18,667.50
(2)	$1,310,000.00 x .4%	= $	5,240.00
(3)	$1,310,000.00 + $23,907.50	=	$1,333,907.50
(4)	$1,333,907.50 x 1.425%	= $	19,008.18
(5)	1,333,907.50 x .4% (rounded up)	= $	5,336.00

Under the current policies of The City of New York Department of Finance, where a Purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer, the RPT Tax rate will be 2.625%. Purchasers of Residential Units should consult their own tax advisors regarding recent New York City Tax Appeals Tribunal decisions rejecting the applicability of the higher commercial RPT Tax rates to purchasers of residential condominium units. There is also no guarantee that The City of New York will not change its positions with respect to the foregoing. Purchasers of Residential Units should consult their own tax advisors regarding recent New York City Tax Appeals Tribunal decisions rejecting the above interpretation.

f. If the purchase price of the Residential Unit is $1,000,000 or more, Purchaser will pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," which is currently one percent (1%) of the purchase price (that shall include such taxes that are deemed part of the consideration, including the RPT Taxes and NYS Taxes as described above).

g. The legal fees of Sponsor's attorneys in the amount of $2,000 will be payable by Purchaser to Albanese & Albanese 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 Albanese & Albanese 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 Albanese & Albanese LLP, the sales office 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 $700 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 Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, 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. If the Closing is adjourned through no fault of Sponsor, Sponsor's attorneys shall be entitled to an additional fee of $500 if the scheduled closing is adjourned through no fault of Sponsor, the determination of which shall be within the sole discretion of Sponsor's attorneys, to help defray the cost of preparing for and coordinating the new Closing. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one request.

h. If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording taxes (taking into account, however, any payments made pursuant to paragraph (d) above), origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and Purchaser's lender. As of June 1, 2005, the mortgage recording tax for mortgages for Residential Units where the mortgage is under $500,000 is $2.05 for each $100 of principal. The mortgage recording tax for Residential Units for mortgages in the amount of $500,000 or greater is $2.175 for each $100 of principal. The tax is reduced for Residential Units in both instances by $30.00 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 (d) 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, where a Purchaser obtains a mortgage loan, the Purchaser will be responsible for all costs associated therewith, including, without limitation, costs incurred in connection with the mortgage application, bank's attorney, survey, appraisal, credit report and points, recording charges and mortgage broker fees and/or commission.

i. Purchaser will reimburse BPCA for expenses incurred in connection with the closing of title to Purchaser's Unit, the execution of the Recognition Agreement and the delivery of an estoppel certificate an amount which shall not exceed the amount of $250 during the first twelve (12) months after the First Closing and which is subject to increase thereafter as provided in the Lease.

j. Purchaser will contribute to the Security Fund (or reimburse Sponsor to the extent previously contributed by Sponsor in cash) for a portion of the Security Fund Amount in an amount equal to the annual Proportionate Rent attributable to Purchaser's Unit estimated by Sponsor. A schedule reflecting the projected contribution to the Security Fund for each Unit is set forth at the end of this Section of the Plan. Please refer to the Section entitled "Summary of Lease" and the "Schedule of Security Fund Contributions" in Part I for further details.

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The following table illustrates the projected closing costs (based on current rates) for Unit 6E at a purchase price of $1,300,000 assuming such Purchaser finances seventy five (75%) percent (i.e., $975,000) of the purchase price:

Leasehold Condominium Title Insurance (if purchased simultaneously with mortgage title insurance)	$ 2,900.24
Fee for recording Unit Deed (7 pages) and Unit Owner's Power of Attorney (5 pages)	$ 200.00
Mortgage Loan Closing Costs - recording mortgage (assuming 20 pages)	$ 170.00
- mortgage recording tax at 2.05% of mortgage under $500,000 or 2.175% if $500,000 or more (less $30 exemption for first $10,000) a portion of which will be paid directly to Sponsor	$ 21,206.25
- mortgage title insurance (if purchased simultaneously with leasehold condominium title insurance)	$ 2,941.58
- other bank charges (appraisal fee of $275 and legal fees of $350 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax or PILOT escrow)	$ 625.00
RPT Tax and NYS Transfer Tax (inclusive of $75 filing fee for New York State Transfer Report RP-5217NYC)	$ 24,343.81
Mansion Tax if purchase price is over $1,000,000 (increased by RPT Tax and NYS Transfer Tax bulk-up)	$ 13,000.00
Working Capital Payment (one month's common charges) and Security Fund Contribution	$ 19,112.70
Closing Fee (assuming the closing occurs at the offices of Sponsor's counsel or sales office) +	$ 2,000.00
Recognition Fee to BPCA	$ 250.00
TOTAL	$ 86,749.58

The projected closing costs referred to above are approximate and are not guaranteed. Purchasers are advised that they are responsible for all mortgage loan closing costs which vary

widely among different lenders (who may include points) and also will vary depending on the loan program chosen.

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 PILOT 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 PILOT, 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.

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) Common Charges for the month in which title closes (including Proportionate Rent); and (b) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering Purchaser's Unit. In the event the Units have not been separately assessed for PILOT purposes prior to the First Closing (i) the PILOT for the Residential Unit Owners will be determined by multiplying the PILOT by 97.56% and thereafter allocating to each Residential Unit its proportionate share based upon its Residential Common Interest and (ii) the remaining 2.44% of PILOT will be allocated among Commercial Unit Owners in the same proportions as set forth in Schedule B. Please refer to Schedule A for an estimate of PILOT payable during the first year of Condominium operation. If any Unit Owner fails to pay such Unit Owner's pro rata share as set forth above, the Condominium Board and BPCA 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" under the subsection entitled – "Common Charges: Collection and Lien for Non-Payment, Attachment of Rent" for further discussion.)

If a Purchaser fails for any reason to close title to the 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 Agreement and this Plan, an amount equal to 0.03% of the purchase price of the 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".)

SCHEDULE OF SECURITY FUND CONTRIBUTIONS

The Visionaire
Schedule of Security Fund Contributions

Unit	Security Fund Contribution
3A	$ 10,705
3B	$ 17,219
3C	$ 12,174
3D	$ 13,127
3E	$ 17,351
3F	$ 7,871
3G	$ 19,602
3H	$ 16,212
3J	$ 8,944
3K	$ 17,814
4A	$ 10,718
4B	$ 17,232
4C	$ 12,187
4D	$ 13,141
4E	$ 17,364
4F	$ 7,884
4G	$ 19,615
4H	$ 16,226
4J	$ 8,957
4K	$ 17,828
5A	$ 10,724
5B	$ 17,239
5C	$ 12,194
5D	$ 13,147
5E	$ 17,371
5F	$ 7,891
5G	$ 19,622
5H	$ 16,232
5J	$ 8,964
5K	$ 17,834
6A	$ 10,738
6B	$ 17,252
6C	$ 12,207
6D	$ 13,161
6E	$ 17,384
6F	$ 7,904
6G	$ 19,635
6H	$ 16,246
6J	$ 8,977
6K	$ 17,848
7A	$ 10,744
7B	$ 17,258
7C	$ 12,214
7D	$ 13,167
7E	$ 17,391
7F	$ 7,911
7G	$ 11,830
7H	$ 12,148
7J	$ 11,433
7K	$ 15,908
7L	$ 27,731
7M	$ 22,157

The Visionaire
Schedule of Security Fund Contributions

Unit	Security Fund Contribution
7N	$ 17,854
8A	$ 10,758
8B	$ 17,272
8C	$ 12,227
8D	$ 11,645
8E	$ 17,881
8F	$ 12,360
8G	$ 12,161
8H	$ 11,592
8J	$ 15,921
8K	$ 21,111
8L	$ 17,907
8M	$ 22,170
8N	$ 17,867
9A	$ 10,764
9B	$ 17,278
9C	$ 12,234
9D	$ 11,651
9E	$ 17,887
9F	$ 12,366
9G	$ 12,168
9H	$ 11,598
9J	$ 15,928
9K	$ 21,118
9L	$ 17,914
9M	$ 22,177
9N	$ 17,874
10A	$ 10,777
10B	$ 17,291
10C	$ 12,247
10D	$ 11,664
10E	$ 17,901
10F	$ 12,379
10G	$ 12,181
10H	$ 11,612
10J	$ 15,941
10K	$ 21,131
10L	$ 17,927
10M	$ 22,190
10N	$ 17,887
11A	$ 10,784
11B	$ 17,298
11C	$ 12,254
11D	$ 11,671
11E	$ 17,907
11F	$ 12,386
11G	$ 12,187
11H	$ 11,618
11J	$ 15,948
11K	$ 21,138
11L	$ 17,934
11M	$ 22,197

The Visionaire
Schedule of Security Fund Contributions

Unit	Security Fund Contribution
11N	$ 17,894
12A	$ 10,638
12B	$ 25,679
12C	$ 9,050
12D	$ 18,609
12E	$ 22,952
12F	$ 22,210
12G	$ 17,907
14A	$ 10,804
14B	$ 17,318
14C	$ 19,701
14D	$ 18,615
14E	$ 22,958
14F	$ 22,217
14G	$ 17,914
15A	$ 10,817
15B	$ 17,331
15C	$ 19,714
15D	$ 18,629
15E	$ 22,971
15F	$ 22,230
15G	$ 17,927
16A	$ 10,824
16B	$ 17,338
16C	$ 19,721
16D	$ 18,635
16E	$ 22,978
16F	$ 22,237
16G	$ 17,934
17A	$ 10,837
17B	$ 17,351
17C	$ 19,734
17D	$ 18,649
17E	$ 22,991
17F	$ 22,250
17G	$ 17,947
18A	$ 10,844
18B	$ 17,358
18C	$ 19,741
18D	$ 18,655
18E	$ 22,998
18F	$ 22,257
18G	$ 17,953
19A	$ 10,850
19B	$ 17,364
19C	$ 19,748
19D	$ 18,662
19E	$ 23,005
19F	$ 22,263

The Visionaire
Schedule of Security Fund Contributions

Unit	Security Fund Contribution
19G	$ 17,960
20A	$ 10,863
20B	$ 17,378
20C	$ 19,761
20D	$ 18,675
20E	$ 23,018
20F	$ 22,276
20G	$ 17,973
21A	$ 10,870
21B	$ 17,384
21C	$ 19,767
21D	$ 18,682
21E	$ 23,024
21F	$ 22,283
21G	$ 17,980
22A	$ 10,883
22B	$ 17,397
22C	$ 19,781
22D	$ 18,695
22E	$ 23,038
22F	$ 22,296
22G	$ 17,993
23A	$ 10,890
23B	$ 17,404
23C	$ 19,787
23D	$ 18,702
23E	$ 23,044
23F	$ 22,303
23G	$ 18,000
24A	$ 10,903
24B	$ 17,417
24C	$ 19,800
24D	$ 18,715
24E	$ 23,058
24F	$ 22,316
24G	$ 18,013
25A	$ 23,024
25B	$ 25,010
25C	$ 18,721
25D	$ 23,064
25E	$ 22,323
25F	$ 18,020
26A	$ 23,038
26B	$ 25,024
26C	$ 18,735
26D	$ 23,077
26E	$ 22,336
26F	$ 18,033

The Visionaire
Schedule of Security Fund Contributions

Unit	Security Fund Contribution
27A	$ 23,044
27B	$ 25,030
27C	$ 18,741
27D	$ 23,084
27E	$ 22,343
27F	$ 18,040
28A	$ 23,058
28B	$ 25,044
28C	$ 18,755
28D	$ 23,097
28E	$ 22,356
28F	$ 18,053
29A	$ 23,064
29B	$ 25,050
29C	$ 18,761
29D	$ 23,104
29E	$ 22,362
29F	$ 18,059
30A	$ 23,077
30B	$ 25,063
30C	$ 18,774
30D	$ 23,117
30E	$ 22,376
30F	$ 18,073
31A	$ 23,084
31B	$ 25,070
31C	$ 18,781
31D	$ 23,124
31E	$ 22,382
31F	$ 18,079
32A	$ 23,097
32B	$ 25,083
32C	$ 18,794
32D	$ 23,137
32E	$ 22,396
32F	$ 18,093
33A	$ 23,104
33B	$ 25,090
33C	$ 18,801
33D	$ 23,144
33E	$ 22,402
33F	$ 18,099
PH 1A	$ 23,117
PH 1B	$ 25,103
PH 1C	$ 18,814
PH 1D	$ 23,157
PH 1E	$ 22,415
PH 1F	$ 18,112

The Visionaire
Schedule of Security Fund Contributions

Unit	Security Fund Contribution
PH 2A	$ 46,373
PH 2B	$ 41,474
CU A	
CU B	$ 23,240
CU C	$ 18,184
CU D	$ 66,334
CU E	$ 18,175
Total	**$ 4,640,494**

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Obligations
with Respect to the Building

Sponsor shall have the following obligations:

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 materially change the size or location of the Units or Common Elements if such changes affect the percentage of common interest or adversely affect the value of any Unit to which title has closed or for which an Agreement has been executed and is in effect, unless all affected Unit Owners and contract vendees consent in writing to such change.

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 special work, if any, which Sponsor agrees to perform in individual Units at the request of Purchasers and/or Residential Unit Owners, a first temporary Certificate of Occupancy could be issued in August 2008 and the Building will be substantially completed by December 2008, subject to Unavoidable Delays. Accordingly, if the initial temporary Certificate of Occupancy is issued in August, 2008, the Closing of title to Units may begin in August, 2008. Sponsor, however, makes no warranty or representation as to the date of the issuance of the temporary Certificate of Occupancy or the date of substantial completion due to Unavoidable Delays. Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first years of Condominium operations, construction workers and related personnel will be at the Property from time to time completing construction of the Building, making adjustments and corrections and performing various tasks related to the completion of construction. During this period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may need to be shut down temporarily.

Sponsor and its designees, including tenants performing work in the Commercial Unit, will have the right to and may utilize elevators and other building systems and may install and retain scaffolding and other equipment on and in the Building to complete construction of the Building. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the amenity facilities, the Roof Terraces, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular Section of the Building is complete or a particular floor is fully occupied by Residential Unit Owners. The Condominium Board and or Residential Board may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and a permanent Certificate of Occupancy has been obtained therefor. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels.

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 from the first date of issuance, 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. Sponsor makes no 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.

c. If Sponsor fails to obtain a permanent Certificate of Occupancy for the Property prior to the First Closing, Sponsor will be obligated to: (i) direct the Escrow Agent to hold and maintain those monies received pursuant to all Agreements (see the Section entitled "Procedure To Purchase") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, Sections 352-e(2-b)and 352-h, provided, however, that if Sponsor's Architect certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete all alterations and improvements to be performed by Sponsor, then the amount exceeding the sum so certified by Sponsor's Architect shall be released from the special escrow account to Sponsor; or (ii) Sponsor shall deposit with Escrow Agent an unconditional, irrevocable letter of credit, deposit cash or post a surety bond, or provide other collateral acceptable to the Department of Law, in an amount Sponsor's Architect, from time to time, certifies is reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy. 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 upon the receipt by Escrow Agent of a request by Sponsor. Escrow Agent will rely entirely upon such certificate in releasing such funds and will not make any independent inquiry or evaluation.

All interest and income on such escrowed funds may be paid to Sponsor, as and when earned and collected. The fact that various portions of the Common Elements or other Units may not have been completed prior to a scheduled Closing, shall not provide a basis for Purchaser delaying the Closing or receiving any abatement or credit against the purchase price.

d. (i) The issuance of a temporary or permanent Certificate of Occupancy for the entire Building shall be deemed presumptive evidence that the construction of the Building and its appurtenances and all of the Units has been substantially completed in accordance with this Plan and the Plans and Specifications. However, notwithstanding anything to the contrary contained in this Plan, Sponsor warrants to the Condominium Board and to each Original Residential Unit Owner that the Building will be free from certain defects as hereinafter described in this subsection (this subsection sets forth the provisions of, and is hereinafter referred to as, "Sponsor's Limited Warranty"). Sponsor's obligation to the Condominium Board and each Original Residential Unit Owner with respect to the construction of the Building is limited specifically to the provisions of Sponsor's Limited Warranty and Sponsor shall not have any liability or obligation to provide any other or further warranty by common law or by any statute, rule or regulation, to the Condominium Board with respect to the Common Elements (as said term is defined solely for purposes of Sponsor's Warranty") and to each Original Residential Unit Owner with respect to such owner's Unit. Sponsor's obligations under the Sponsor's Limited Warranty are conditioned upon Sponsor's submission of the Property to the condominium form of ownership pursuant to the Condominium Act. Sponsor's Limited Warranty is not applicable to the Commercial Units and Sponsor's does not make any express or implied warranties with respect to the Commercial Units. In no event will Sponsor be liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise).

(ii) Notwithstanding anything to the contrary contained in the Plan, for the purposes of Sponsor's Limited Warranty, the following terms shall be defined as follows: (a) "Common Elements" shall mean the "common elements" (as such term is defined in the Condominium Act) constructed on the Property; (b) "Original Residential Unit Owner" shall mean the "unit owner" (as such term is defined in the Condominium Act) of a Residential Unit who acquired title thereto directly from the Sponsor; (c) "Manufacturer Warranties" shall mean collectively, any warranties issued by manufacturers of equipment or appliances installed in the Building or a Unit by Construction Manager or its subcontractors other than Subcontractor Warranties; (d) "Subcontractor Warranties" shall mean collectively, the two (2) year independent limited warranty from each of the electrical subcontractor, plumbing subcontractor, HVAC subcontractor, foundation subcontractor, concrete superstructure subcontractor, curtain wall subcontractor and roofing subcontractor; (e) "Substantial Completion" shall mean when used with respect to a component of the Building that constitutes a Common Element, the date that such component of the Building is substantially complete so that the same can be utilized for its intended purpose, and when used with respect to a Residential Unit, the date that a temporary certificate of occupancy is issued by the New York City Department of Buildings for the Residential Unit and for which the Sponsor's architect issues a Certificate of Substantial Completion indicating that the Residential

Unit is sufficiently complete so that the same can be occupied or utilized for its intended purpose; (f) "Warranty Commencement Date" shall mean the earlier of (i) the date of Closing with respect to the Residential Unit conveyed by Sponsor to the Original Residential Unit Owner or (ii) the commencement date of the term of an interim lease for the Residential Unit entered into between Sponsor and the Original Residential Unit Owner; and, (g) the term "Residential Unit" shall mean a "unit" (as such term is defined in the Condominium Act) at the Property, excluding, however all Commercial Units at the Property.

(iii) Sponsor warrants (A) to the Condominium Board for a period of one (1) year from the date of Substantial Completion of each component of the Building that constitutes a Common Element that: (1) such component of the Building shall be free from defects in workmanship, (2) the materials, fixtures and equipment supplied in connection with the construction of such component of the Building shall be free from defects and (3) the installation of such fixtures and equipment has been performed in conformance with manufacturer's written instructions and generally accepted trade practices, and (B) to each Original Residential Unit Owner for a period of one (1) year from the Warranty Commencement Date that (1) the Residential Unit owned by such Original Residential Unit Owner shall be free from defects in workmanship, (2) the materials, fixtures and equipment supplied in connection with the construction of such Residential Unit shall be free from defects and (3) the installation of such fixtures and equipment has been performed in conformance with manufacturer's written instructions and generally accepted trade practices. Upon prompt written notification of such defects (the "Defect Notice") received by Sponsor within the applicable warranty period, Sponsor shall correct such defects by in place repair or replacement within a reasonable period of time following receipt of the Defect Notice, subject to delays caused by adverse weather conditions, availability of necessary materials, fixtures or equipment, strikes and other labor disturbances, and other causes beyond Sponsor's control. The choice among repair or replacement to correct such defect shall be made at Sponsor's sole discretion. The Defect Notice shall be sent to Sponsor by registered or certified mail, return receipt requested, at Sponsor's address set forth on the cover of the Plan and shall describe the defect claimed to be covered by Sponsor's Limited Warranty and shall specify when the defect first occurred or when it was first noticed. THE TIME AND MANNER OF SERVICE OF THE DEFECT NOTICE IS MATERIAL AND OF THE ESSENCE. SPONSOR'S OBLIGATIONS UNDER SPONSOR'S LIMITED WARRANTY ARE CONDITIONED UPON RECEIPT OF SUCH NOTICE OF DEFECT WITHIN THE TIME AND IN THE MANNER HEREIN SET FORTH. SPONSOR SHALL NOT HAVE ANY OBLIGATION OR LIABILITY UNDER SPONSOR'S LIMITED WARRANTY IF SPONSOR DOES NOT RECEIVE A DEFECT NOTICE WITHIN THE APPLICABLE WARRANTY PERIOD.

(iv) Sponsor shall perform such in place repair or replacement during normal, straight time work hours for the trades involved. If the repairs and/or replacements are requested in writing to be performed on an overtime or multiple shift basis by the Condominium Board or the Original Residential Unit Owner, as the case may be, the cost of overtime premium paid, shift differential, related payroll burden, overhead and unproductive man hours associated with such overtime or multiple shift

work (collectively, "Overtime Costs") shall promptly be paid for by such requesting party. Sponsor, at its option, shall have the right to condition performance of such repair or replacement upon payment to Sponsor by the requesting party of an advance, in an amount equal to the Overtime Costs estimated by Sponsor (the "Advance"). If following completion of the work, the actual Overtime Costs exceed the amount of the Advance, then within fifteen (15) days following the date of Sponsor's written demand, the requesting party shall pay to Sponsor an amount equal to the difference between the actual Overtime Costs and the amount of the Advance. If following completion of the work, the actual Overtime Costs are less than the amount of the Advance, then within fifteen (15) days following Sponsor's receipt of statements and invoices evidencing the actual Overtime Costs, Sponsor shall refund to the requesting party, an amount equal to the difference between the amount of the Advance and the actual Overtime Costs.

(v) NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS PLAN AND THE SPONSOR'S LIMITED WARRANTY, SPONSOR SHALL NOT HAVE ANY LIABILITY UNDER THIS PLAN OR SPONSOR'S LIMITED WARRANTY TO CORRECT ANY DEFECTS IN A RESIDENTIAL UNIT THAT ARE VISIBLE, OBVIOUS OR PATENT IN NATURE AND THAT CAN BE OR COULD HAVE BEEN DISCOVERED UPON THE EARLIER OF EITHER (I) A FINAL INSPECTION OF THE RESIDENTIAL UNIT PRIOR TO THE CLOSING OF TITLE THEREOF BY THE ORIGINAL RESIDENTIAL UNIT OWNER, OR (II) AN INSPECTION OF THE RESIDENTIAL UNIT PRIOR TO THE OCCUPANCY THEREOF BY THE ORIGINAL RESIDENTIAL UNIT OWNER PURSUANT TO AN INTERIM LEASE, AS THE CASE MAY BE, AND WHICH ARE NOT IDENTIFIED IN A WRITTEN REPORT TO SPONSOR OF SUCH INSPECTION. SPONSOR'S LIABILITY TO CORRECT DEFECTS IN A RESIDENTIAL UNIT AS PROVIDED IN SPONSOR'S LIMITED WARRANTY IS LIMITED TO (I) THOSE DEFECTS THAT ARE IDENTIFIED IN SUCH INSPECTION REPORT AND (II) THOSE DEFECTS THAT ARE LATENT IN NATURE AND CAN BE DETECTED ONLY BY THE USE AND OCCUPANCY OF THE UNIT.

(vi) Subject to the exclusions hereinafter set forth, correction of defects covered by Sponsor's Limited Warranty shall constitute Sponsor's entire obligation hereunder and constitutes the Condominium Boards' and Original Residential Unit Owners' exclusive remedy. Sponsor shall not have any liability for incidental, indirect, punitive, consequential or other special damages of any kind or nature arising out of or in connection with the construction of the Building by Sponsor or the Construction Manager or its subcontractors, whether based in contract, tort (including negligence), strict liability or otherwise, including, without limitation, any costs associated with a Original Residential Unit Owner vacating its Unit or removing or storing its contents during the performance of any repair or replacement that Sponsor is obligated to perform. Sponsor's entire liability hereunder shall be limited to repair or replacement, at Sponsor's option, of any defects covered under Sponsor's Limited Warranty.

(vii) Sponsor shall not have any liability under Sponsor's Limited Warranty to correct any defect in: (i) the Building or any Residential Unit to the extent that the Condominium Board or the Original Residential Unit Owner, as the case may be,

shall have the right to pursue any claim under any Subcontractor Warranties; (ii) any equipment installed in the Building or any Residential Unit by the Construction Manager or its subcontractors to the extent that the Condominium Board or the Original Residential Unit Owner, as the case may be, shall have the right to pursue any claim under any Manufacturer Warranties; and, (iii) any appliances installed in a Unit and the sole remedy of an Original Residential Unit Owner in connection with said appliances shall be limited to pursuing any claim for such defect under any Manufacturer Warranties for such appliances.

(viii) Sponsor shall have no liability under Sponsor's Limited Warranty and Sponsor will not be obligated to correct and will not be liable or responsible with respect to or for any condition resulting from: (a) misuse, abuse, work, alterations or modifications not executed by or on behalf of Sponsor, improper or insufficient maintenance, improper operation, or normal usage or normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (b) defects of an insubstantial nature, including, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements; nail pops; protruding dry wall fastenings; ridging or raised butt joints on gypsum board or sheet rock walls; lumber and wood trim shrinkage or warpage; door or window sticking; door warpage including, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight; scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; cracks in tile grouting; adjustment of doors; walls not square and/or straight; electrical plates not straight or misaligned; discoloration or shrinkage; minor separation between base and floors; (c) normal settlement and deflection or any damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not impair the structural integrity of the Building; (d) deviations in the level or straightness of ceilings and imperfections in ceiling finishes; (e) imperfections in painting finishes; (f) deviations in the level or straightness of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (g) alignment of bathroom finishes and variation in grouting thickness; (h) air infiltration and water infiltration from windows, vents, electrical outlets and similar openings in the walls in accordance with customary practice and professional standards; (i) noise from normal plumbing, heating, ventilating and air conditioning operation; (j) normal floor noises and creaking; (k) carpet or floor discoloring or stretching; (l) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, and normal shrinkage or expansion of wood flooring due to changes in moisture content of wood or due to failure to maintain consistent temperature; (m) chips, scratches, marks, breaks, dents, cracks or other defects in: exterior stone; window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins and water closet fixtures; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone countertops, floors and walls; saddles; all appliances; woodwork, millwork and doors; and, mirrors; (n) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (o) leaching or color variation in color mortar and colored brick, dimensional variations in brick joints, and mortar

droppings on bricks; (p) ponding and/or controlled drainage on the roof surfaces of the Building; (q) cracks in pressure-treated lumber used or intended for use outside the Building; (r) cracks or discoloration in concrete; (s) discoloration to hardware and plumbing finishes; (t) stains, runs, lumps, shags or imperfections in weave in fabric panels; (u) scratched, dirty or cracked lenses in light fixtures; (v) terrace tiles or other surface material not laid flat, or color variation in tiles or such other material or mortar, or stained tiles or such other material; (w) subsequent to the earlier of (1) the date of Closing with respect to the Residential Unit conveyed by Sponsor to the Original Residential Unit Owner or (2) the commencement date of the term of an interim lease for the Residential Unit entered into between Sponsor the Original Residential Unit Owner, paint touch-ups, repairs of dented appliances or replacement of light bulbs and ballasts; or, (x) salting or color variation in exterior colored mortar and colored brick or stone. Sponsor will be obligated to repair only abnormally chipped stone, plastic laminate and porcelain surfaces, which repair will be made by filling the stone or plastic laminate or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, plastic laminate or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS SUBPARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. ORIGINAL RESIDENTIAL UNIT OWNERS WHO PURCHASE A RESIDENTIAL UNIT IN THE BUILDING OR WHO OCCUPY A RESIDENTIAL UNIT PURSUANT TO AN INTERIM LEASE OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY ORIGINAL RESIDENTIAL UNIT OWNER OR THE CONDOMINIUM BOARD WITH RESPECT TO THESE ITEMS AND CONDITIONS. IF ANY ORIGINAL RESIDENTIAL UNIT OWNER DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, SUCH OWNER WILL HAVE TO PROCEED AT ITS SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

(ix) Sponsor shall have no responsibility or liability with respect to any defects in any work or materials ordered directly by an Original Residential Unit Owner from the Construction Manager, its subcontractors or suppliers or any other party or for any damages resulting from such work or materials.

(x) SPONSOR'S LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE, APPLY IN LIEU OF AND ARE SHALL BE A DISCLAIMER OF ANY AND ALL OTHER WARRANTIES BY SPONSOR, EXPRESS OR IMPLIED, ARISING IN CONNECTION WITH THE CONSTRUCTION OF THE BUILDING AND THE PURCHASE OR LEASING OF THE UNITS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY OR MERCHANTABILITY, INCLUDING ANY WARRANTY UNDER THE HOUSING MERCHANT IMPLIED WARRANTY LAW (NEW YORK GENERAL BUSINESS LAW ARTICLE 36-B) OR BY COMMON LAW AND ALL SUCH

WARRANTIES ARE EXCLUDED. THE SOLE AND EXCLUSIVE WARRANTIES GIVEN TO THE ORIGINAL RESIDENTIAL UNIT OWNER BY SPONSOR SHALL BE THOSE SET FORTH IN SPONSOR'S LIMITED WARRANTY WHICH WILL APPLY IN LIEU OF ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE HOUSING MERCHANT IMPLIED WARRANTY. THERE ARE NO WARRANTIES BY SPONSOR THAT EXTEND BEYOND THE TERMS SET FORTH IN SPONSOR'S LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN SPONSOR'S LIMITED WARRANTY, SPONSOR HAS NO OBLIGATION TO MAKE ANY REPAIRS OR REPLACEMENTS OF ANY KIND.

(xi) Sponsor's Limited Warranty is not applicable to the Commercial Units. Sponsor shall have no obligation to make any repairs or replacements of any kind in any Commercial Unit and Sponsor is not making and shall not have any liability or obligation for, any warranties whatsoever with respect to the Commercial Units, including, but not limited to, any express or implied warranty of fitness for a particular purpose, merchantability or habitability or as to view, light quality, sound, vibrations and/or odor transmission, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. With respect to the Commercial Units, Sponsor shall have no liability for and will not be obligated to correct and will not be liable or responsible with respect to any condition resulting from: (a) abuse, misuse, work, alterations or modifications not executed by or on behalf of Sponsor, improper or insufficient maintenance, improper operation, or normal usage or normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (b) defects of an insubstantial nature, including, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements; nail pops; protruding dry wall fastenings; ridging or raised butt joints on gypsum board or sheet rock walls; lumber and wood trim shrinkage or warpage; door or window sticking; door warpage including, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight; scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; cracks in tile grouting; adjustment of doors; walls not square and/or straight; electrical plates not straight or misaligned; discoloration or shrinkage; minor separation between base and floors; (c) normal settlement and deflection or any damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not impair the structural integrity of the Building; (d) deviations in the level or straightness of ceilings and imperfections in ceiling finishes; (e) imperfections in painting finishes; (f) deviations in the level or straightness of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (g) alignment of bathroom finishes and variation in grouting thickness; (h) air infiltration and water infiltration from windows, vents, electrical outlets and similar openings in the walls in accordance with customary practice and professional standards; (i) noise from normal plumbing, heating, ventilating and air conditioning operation; (j) normal floor noises and creaking; (k) carpet or floor discoloring or stretching; (l) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, and normal shrinkage or expansion of wood flooring due to changes in moisture content of wood or due to failure to maintain consistent temperature; (m) chips, scratches, marks,

breaks, dents, cracks or other defects in: exterior stone; window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins and water closet fixtures; cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone countertops, floors and walls; saddles; all appliances; woodwork, millwork and doors; and, mirrors; (n) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (o) leaching or color variation in color mortar and colored brick, dimensional variations in brick joints, and mortar droppings on bricks; (p) ponding and/or controlled drainage on the roof surfaces of the Building; (q) cracks in pressure-treated lumber used or intended for use outside the Building; (r) cracks or discoloration in concrete; (s) discoloration to hardware and plumbing finishes; (t) stains, runs, lumps, shags or imperfections in weave in fabric panels; (u) scratched, dirty or cracked lenses in light fixtures; (v) terrace tiles or other surface material not laid flat, or color variation in tiles or such other material or mortar, or stained tiles or such other material; (w) paint touch-ups, repairs of dented appliances or replacement of light bulbs and ballasts; or, (x) salting or color variation in exterior colored mortar and colored brick or stone. Sponsor will be obligated to repair only abnormally chipped stone, plastic laminate and porcelain surfaces, which repair will be made by filling the stone or plastic laminate or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, plastic laminate or porcelain surfaces. In no event will Sponsor be liable to any Commercial Unit Owner for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise). If any Commercial Unit Owner desires to correct or repair any of these items or conditions, to the extent they can be corrected or repaired, such owner will have to proceed at its sole cost and expense by themselves and/or under any warranties or undertakings assigned to them by Sponsor. In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control.

(xii) Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of: (i) any insubstantial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan; or (ii) variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Plan. Any such variation which is material will be disclosed in a duly filed amendment to the Plan.

(xiii) Sponsor's Limited Warranty shall be governed by the laws of the State of New York, without giving effect to New York's principles of conflicts of laws.

e. In accordance with the Construction Manager's Limited Warranty Rider, that is attached as Exhibit G to the Agreement in Part II of the Plan; (i) the Construction Manager will provide an independent limited warranty to the Condominium Board and to the "Initial Unit Owner" (as said term is defined in the Construction Manager's Limited Warranty Rider); and, (ii) the Condominium Board will receive a two (2) year independent limited warranty from each of the electrical subcontractor, plumbing subcontractor, HVAC subcontractor, foundation subcontractor, concrete superstructure subcontractor, curtain wall subcontractor and roofing subcontractor.

f. Sponsor will maintain each Residential Unit, and the fixtures and personalty contained therein, up to the time of the transfer of title to the Unit in question. Each Unit offered hereby and the fixtures and personal property contained therein, are being sold and delivered "AS IS," as described in the Plan at the time of transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing and except as otherwise provided in accordance with Sponsor's Limited Warranty and the Construction Manager's Limited Warranty. The Purchaser of a Unit shall inspect such Unit prior to the closing date and shall execute at such time an inspection statement acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if a Purchaser finds that Sponsor's improvements as described in the Plan or in the Agreement for such Unit or other writing duly executed and delivered by Sponsor, have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and the Purchaser will at the time of such execution agree upon and set forth in the inspection statement a list of the incomplete work to be completed in the Unit by Sponsor following the closing for such Unit. The failure of Sponsor to commence or to complete such work prior to closing shall not be a ground for Purchaser delaying the Closing. Sponsor shall have no obligation to complete any work described herein which is not specifically designated on the inspection statement by the Purchaser, except for work necessary to cure violations and to obtain a temporary or permanent Certificate of Occupancy. Notwithstanding anything to the contrary set forth herein, nothing contained in the Plan shall be construed as to render Sponsor liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise) it being intended that Sponsor's sole obligation shall be to perform its obligations as expressly provided in the Plan. Sponsor will provide each Purchaser with notice of the date and time of the inspection of the Unit prior to Closing as more particularly set forth in the Plan and will establish such procedures as may be required, in Sponsor's discretion, to complete the inspection of the Units and perform necessary punch list work therein. In the event a Purchaser fails to inspect a Unit after notification and an opportunity to perform such inspection, Sponsor reserves the right, in its discretion, to postpone the scheduled Closing or to deem Purchaser to have waived the right to cause punch list work, if any, to be completed. After closing of title to each Residential Unit, the Purchaser thereof must comply with the procedures established by the Managing Agent and/or any Board regarding such Purchaser's move into the Residential Unit. During the period when Sponsor is completing construction of the Building, moves into the Building may be restricted to those periods when the elevators and other access to the Building are being utilized by the construction trade.

g. Following the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Residential Board, on behalf of all Residential Unit Owners, or the Commercial Board, on behalf of Commercial Unit Owners, or the Condominium Board, on behalf of all Unit Owners, as the case may be, 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 the 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. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit.

h. As more fully set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor" Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Without limiting the generality of the foregoing, Sponsor hereby disclaims any and all express or implied warranties as to view, light quality, sound, vibrations and/or odor transmission, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. In no event will Sponsor be liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control.

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 or Selling Agent.

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. Sponsor shall have the obligation to defend any suits or proceedings arising out of Sponsor's material acts or omissions or to indemnify any Board(s) or Unit Owner(s) in any such suit or proceeding.

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

n. In accordance with Section 339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building.

o. Sponsor will pay all Common Charges and special assessments allocated to any Unsold 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 Units. Sponsor will fund its financial obligations from proceeds from the sales of Units, rental income from Unsold Units, and financing. Except with respect to the Security Fund Letter of Credit which Sponsor shall deposit with BPCA immediately prior to the First Closing, no bond or other security will be posted by Sponsor with respect to this obligation.

p. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the 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 Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit or if the Unit Owners or the Condominium Board do not resolve to make such repair or restoration pursuant to the By-Laws, the Agreement shall be deemed canceled and of no further force or effect and Escrow Agent shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, whereupon the parties to the Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan (except for those matters expressly specified therein or herein to survive termination of the Agreement); provided, however, notwithstanding anything to the contrary herein, (i) if Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor will retain all such sums as and for liquidated damages and (ii) Sponsor will be entitled to reimbursement for the cost of any special work performed in the Residential Unit at the request of the Purchaser together with the cost to restore the Residential Unit to the condition it was in prior to the special work having been performed.

q. 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 entitled "Rights and Obligations of Unit Owners and the Boards of Managers") the cost of which insurance has been reflected in the Projected Budget set forth in Schedule B.

r. 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.

s. Sponsor is obligated to deliver to the Condominium Board all books of account and records pertaining to the Building's operation which are in Sponsor's possession on the First Closing.

t. Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer (other than to Purchasers under the Plan) of ten (10) or more Units or twenty (20%) percent of the Units in the Condominium, whichever is less, 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.

u. Construction of the Building is financed by Landesbank Hessen-Thüringen Girozentrale ("Helaba") for itself and as agent for any other lenders who participate in the construction loan (the "Construction Lender"), which financing will be secured by, among other things, mortgages and security agreements (collectively the "Construction Loan"). Under the terms of the By-Laws, if required under the terms of any Permitted Unit Mortgage, in the event of a default under such Permitted Unit Mortgage (including the Construction Loan), the Permitted Unit Mortgagee will be entitled to designate, remove or replace the members of the Boards which the Unit Owners whose Units are subject to the lien of said Permitted Unit Mortgage have designated. As a condition to Construction Lender agreeing to release the individual Residential Units from the lien of the Construction Loan, Sponsor has agreed that on or before the First Closing, Sponsor will cause each of the members of the Condominium Board appointed by Sponsor to execute and deliver to Construction Lender an undated conditional resignation of each such member, whereby each such member tenders his/her resignation from the Condominium Board. In the event of an event of default by Sponsor under the Construction Loan, the Construction Lender is entitled to give notice to the Condominium Board or any other person stating that circumstances exist which entitle Construction Lender to exercise in Sponsor's place any particular right, privilege or power, or to receive any credit, refund, profit or other sum of

money which Sponsor has the right to exercise or receive under the Condominium Documents.

v. 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 Unit Deed.

w. Except as required by Law, no bond or other security has been furnished by Sponsor to secure Sponsor's obligations including Sponsor's obligations to complete construction of the Condominium.

Sponsor and its contractors, subcontractors, agents and employees, will have a right of access to each 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 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 Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personality or fixtures contained therein.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Agreements or to include any financial limitation on Sponsor's liability for failure to perform its obligations under the Plan. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures to be provided or performed by Sponsor or located at the Property other than as set forth in the Plan. Notwithstanding anything to the contrary set forth herein, nothing contained in the Plan shall be construed as to render Sponsor liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise) it being intended that Sponsor's sole obligation shall be to perform its obligations as expressly provided in the Plan.

Obligations of Sponsor hereunder with respect to the Residential Section shall be enforceable by the Residential Board on behalf of Residential Unit Owners, obligations with respect to the Commercial Section shall be enforceable by the Commercial Board on behalf of Commercial Unit Owners and obligations with respect to the General Common Elements shall be enforceable by the Condominium Board on behalf of all Unit Owners. To the extent the Boards do not enforce the obligations of Sponsor hereunder and based on the circumstances of such obligation, Purchasers may be entitled to bring an action at law or in equity. To the extent permitted by Law, Sponsor will have no liability to any Purchaser, subsequent purchaser of a Unit, Unit Owner, the Residential Board, the Commercial Board or Condominium Board with respect to its obligations under the Plan (other than for actual, non-consequential damages, including property damage, personal injury or wrongful death, arising as a result of the negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan) in excess of the net proceeds paid to Sponsor from the sale of all Units after payment of, or reasonable reserve for, any liabilities of Sponsor arising out of the consummation of the transactions contemplated in the Plan.

Except as set forth in the Plan 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, including Sponsor's obligations to complete construction of the Building. The ability of Sponsor to perform its obligations hereunder will 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. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective Unit Deeds. 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.

Leasing and Use of Unsold Units

Sponsor currently intends to sell the Units under the terms of the Plan. However, under the terms of this Plan, Sponsor and the owner of any Unsold Residential Units have reserved the right to rent or lease rather than sell any Unsold Residential Unit or Unsold Commercial Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion or to use or offer the Unsold Commercial Units and the Unsold Residential Units for any lawful purpose which may, in some cases, result in the need for a separate offering plan to be filed. Except where otherwise prohibited by Law, certain Residential Units may be occupied under short-term leases. Short term basis means having a term in excess of thirty (30) days and no longer than one year. Accordingly, residents of the Condominium may be comprised of both Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Residential Unit Owners. As a consequence of the foregoing, a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners have no investment in their Residential Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

Sponsor reserves the right, without prior notice or amendment to the Plan, to use the Unsold Commercial Units, Common Elements and Unsold Residential Units on any floor of the Building as a construction office or as sales and rental offices and model apartments for the Building and any other building in which Sponsor or principals of Sponsor have an interest. In the event Sponsor or its designee thereafter elects to sell any such Unsold Residential Units or Unsold Commercial Units, Sponsor or its designee may require the Purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unit, such amounts as Sponsor may determine together with any sales tax due in connection therewith. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model Unit (or any Common Elements appurtenant thereto) or any advertisement therefor, 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 expressly agreed to by Sponsor on such terms and conditions as may be mutually agreed by the parties.

CONTROL BY SPONSOR

There is no limit on the length of time that Sponsor may control the Residential Board or the Commercial Board or the Condominium Board. The Sponsor has the right to appoint a majority of the members of the Residential Board and the Condominium Board (and therefore control such Boards) for a period ending on the date which is five (5) years from the First Closing unless the Sponsor voluntarily relinquishes such right prior to the expiration of such five year period. After the date which is five (5) years from the First Closing, Sponsor may continue to control the Condominium Board and the Residential Board if it has sufficient votes to elect a majority of the members of the respective Board. Accordingly during the period ending on the date which is five (5) years from the First Closing, Sponsor could control the Residential Board, and the Condominium Board notwithstanding the fact that Sponsor no longer owns Units. Sponsor reserves the right to relinquish and regain voting control of the Residential Board and the Condominium Board at any time. During the period that Sponsor controls the Condominium Board, the Commercial Board or the Residential Board, as the case may be, 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 Unit Owners and the Commercial Common Charges to be paid by all Commercial Unit Owners (except the Owner of the BPCA Unit). The Residential Board shall initially consist of two (2) persons designated by Sponsor, and the Condominium Board shall initially consist of the two (2) members of the Residential Board, and one (1) person designated by the Commercial Unit Owners (who shall comprise the initial Commercial Board).

The Residential Board will call for a special meeting of the Residential Unit Owners to elect a new Residential Board (the "First Annual Meeting") no later than one (1) year after the First Closing. The First Annual Meeting shall be held not less than ten (10) days nor more than forty (40) days after the sending of the notice of the meeting.

Commencing with the First Annual Meeting, the Residential Board shall consist of five (5) persons. Four (4) of the members of the Residential Board shall also serve as members of the Condominium Board. Following the first annual meeting of Commercial Unit Owners, the Commercial Board will consist of three (3) persons. The BPCA Unit Owner will have no right to designate a representative to the Commercial Board. The Commercial Board shall not adopt any procedures which affect the rights expressly granted to the BPCA Unit Owner in the Lease or this Plan. One of the Commercial Board members shall serve as representative to the Condominium Board. The number of Residential Board members and the number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws and Lease.

At the First Annual Meeting and at all times thereafter, Sponsor may be able to elect members of the Residential Board as a result of its ownership of or interest in Unsold Residential Units. Sponsor shall retain voting control of the Residential Board (and the Condominium Board) if Sponsor is 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 Residential Board.

Within ten (10) days after the expiration of the Sponsor Control Period, one of the Sponsor designated members of the Residential Board shall resign in which event a Residential Unit Owner meeting will be held to elect a new board member unrelated to the Sponsor within thirty (30) days after the expiration of the Sponsor Control Period. Nothing contained herein shall be deemed to limit the right of Sponsor to cast its votes for individuals nominated to the Condominium Board, the Residential Board or the Commercial Board who are not nominated or designated by Sponsor, which individuals, if elected, shall not be deemed Sponsor nominees or designees and shall not be deemed to cause Sponsor to control either the Condominium Board, the Residential Board or the Commercial Board after the expiration of Sponsor Control Period.

Until Sponsor or its designee has conveyed title to all the Residential Units, but in no event later than five (5) years after the First Closing, whichever shall first occur, the Condominium Board and the Residential 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 or the Residential Board to comply with Laws of any governmental authority having jurisdiction over the Condominium, to remedy any notice of violation or to remedy any work order by an insurer.

During Sponsor Control Period, Sponsor may not exercise veto power over expenses described in the Section entitled "Schedule B-Projected Budget for First Year of Condominium Operation" (the "Budget") or over expenses required (i) to comply with applicable laws; or (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer. Sponsor may exercise veto power over expenses other than those described in the foregoing sentence but such veto power shall not extend to any period which is the sooner of five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five per cent (25%) of the common interest.

In addition, for so long as Sponsor owns less than fifty percent (50%) of the Residential Units but more than fifteen percent (15%) of the Residential Units (a) Sponsor shall have the right to vote all of the Common Interests attributable to Unsold Residential Units owned by it to designate at least two members of the Residential Board and for so long as Sponsor owns at least two (2) of the Unsold Residential Units, Sponsor shall have the right to vote all of the Common Interests attributable to the Unsold Residential Units owned by it to designate at least one (1) member of the Residential Board.

BOARDS OF MANAGERS

Generally the affairs of the Condominium shall be governed by the Condominium Board, the affairs of the Residential Section will be governed by the Residential Board and the affairs of the Commercial Section will be governed by the Commercial Board. The Commercial Board shall initially be comprised of one (1) representative and the Residential Board shall initially be comprised of two (2) representatives, all of whom shall be designated by Sponsor and who shall comprise the initial Condominium Board. On or before the date which is one (1) year after the First Closing, the Residential Board will call for the First Annual Meeting of Residential Unit Owners, such meeting to be held not less than ten (10) days nor more than forty (40) days after such date. At the First Annual Meeting, the incumbent Residential Board shall resign and the Residential Unit Owners shall elect a new Residential Board consisting of five (5) members. (See the Section entitled "Control by Sponsor.") Thereafter, at each annual meeting, members of the Residential Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified. Four (4) of the members of the Residential Board shall also serve on the Condominium Board. From and after the First Annual Meeting the Commercial Board shall be comprised of three (3) members, one of which shall serve on the Condominium Board, and the Condominium Board shall be comprised of five (5) members who shall be the members of the Residential Board and Commercial Board. The Condominium Board shall meet at least annually.

The first annual meeting of the Commercial Unit Owners shall also be called by the Commercial Board for the same date as the First Annual Meeting for the Residential Unit Owners. At such meeting, the Commercial Unit Owners shall elect a new Commercial Board consisting of three (3) members one of which shall serve as the representative of the Commercial Section on the Condominium Board. The BPCA Unit Owner will have no right to designate a representative to the Commercial Board. The Commercial Board shall not adopt any procedures which affect the rights expressly granted to the BPCA Unit Owner in the Lease or this Plan. Thereafter, at each annual meeting of the Commercial Unit Owners, new members of the Commercial Board and a new representative to the Condominium Board shall be elected. Notwithstanding anything to the contrary set forth above, to the extent there is only one owner of the Commercial Units, such Unit Owner shall be deemed to have all of the powers of the Commercial Board in connection with the operation of the Commercial Section.

Except for Board members designated by Sponsor or its designee, all members of the Residential Board must be either Residential Unit Owners or certain parties (e.g. directors, shareholders of Unit Owners) as described in the By-Laws. No member of the Residential Board shall continue to serve on the Residential Board if, during such Unit Owner's 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 Boards shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Generally, all determinations which affect only the Residential Section and do not adversely affect the Commercial Section, Commercial Unit Owners or the business of the tenants or occupants thereof, shall be made by the Residential Board. Similarly, all determinations which affect only the Commercial Section and do not adversely affect the Residential Section or the use of Residential Units for their permitted

purposes, shall be made by the Commercial Board. Generally, all other 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, (i) all determinations required to be made by the Residential Board or the Commercial Board shall be by majority of the votes cast at any meeting at which a quorum is present, and (ii) 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. Any dispute between the Residential Board and the Commercial Board as to which Board or entity shall be entitled to make any determination or with respect to any matter the determination of which is entitled to be made by the Condominium Board shall be settled by arbitration in the manner provided in the By-Laws.

Annual meetings of Residential 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 the five (5) member Residential Board, subject to any rights of Sponsor to designate Board members, 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 Residential Board shall mail a notice of each annual or special meeting of the Residential Section to all Residential 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 Residential Unit Owners, the presence in person or by proxy of Residential Unit Owners owning more than thirty (30%) percent of the Common Interests attributable to all Residential 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 Residential Unit Owners. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Commercial Unit Owners, the presence in person or by proxy of Commercial Unit Owners owning more than thirty (50%) percent of the Common Interests attributable to all Commercial Units (except the BPCA Unit) 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 Commercial Unit Owners. Except as otherwise provided in the By-Laws or Declaration, if any joint meeting between Residential Unit Owners and the Commercial Unit Owners is held, the presence in person or by proxy of more than fifty (50%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of votes cast at any such meeting at which a quorum is present shall be binding on all Unit Owners.

At all meetings, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to such Unit Owner's Unit or Units.

The principal officers of each of the Residential Board and the Commercial Board shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Residential Board or the Commercial Board, as the case may be. The principal officers of the Condominium Board shall be a President who shall be the same person serving as President of

the Residential Board, a Vice President and Treasurer who shall be the same person serving as President of the Commercial Board and a Secretary who shall be the same person serving as Secretary of the Residential Board. The initial members of the Condominium Board shall be Christopher V. Albanese, Marty Dettling, and Dwight Arnesen, who shall serve as President, Vice President and Treasurer and Secretary of the Condominium Board respectively. Each of these individuals is a principal of or is affiliated with Sponsor or its principals. The Condominium Board and the Residential Board may appoint additional officers. Except as otherwise provided by the Board for which such officer serves, no officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of a Board are to be executed by any officer thereof or by such other person or persons as may be designated by the applicable Board. However, by resolution of such Board, any expenditure in excess of a specified amount by such Board will be countersigned by two (2) members of the said Board.

The term of office of the members of the Residential Board and Condominium Board shall be for one (1) year or until their successors are elected. Members of the Residential Board and Condominium Board shall serve without compensation. Any member of the Residential 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 Residential Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A member of the Residential Board or Commercial Board, as the case may be designated or elected by the Residential Unit Owners or Commercial Unit Owners may be removed with or without cause by an affirmative vote of a Majority of Residential Unit Owners or Commercial Unit Owners, as the case may be (as defined in the By-Laws) who are present at a meeting containing a quorum of Residential Unit Owners or Commercial Unit Owners; provided, however, that Residential Board or Commercial Board members designated by Sponsor may only be removed with cause and replaced by another Sponsor designee. No member of the Residential Board or Commercial Board shall continue to serve on the Residential Board or Commercial Board if, during such Unit Owner's term of office, said member shall cease to be a Residential Unit Owner or Commercial Unit Owner or an interested party as described in Section 2.1 of the By-Laws; provided, however, that this provision respecting Residential Unit ownership and Residential Board membership or Commercial Unit ownership and the Commercial Board shall not apply to members of the Residential Board or Commercial Board designated by Sponsor or its designee or BPCA. Any person elected or designated to serve on any Board, prior to assuming membership on such Board, shall execute a collateral resignation in favor of BPCA, which resignation may be exercised by BPCA, and a replacement designated by BPCA, in the event that the Board upon which such member serves fails to cure any Condominium Default for which Board is responsible, in accordance with the terms of the Lease.

Upon the affirmative vote of a majority of the members of the Residential Board or the Commercial Board, as the case may be, any officer 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.

All officers, Board members and employees of the Residential Section and of the Condominium will be bonded at all times from and after the First Closing under fidelity bonds in favor of the Residential Section and 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. The By-Laws provide that to the extent permitted by applicable Law, no member of any Board shall have any personal liability with respect to any contract, act or omission of any Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Commercial Section, or the Residential Section or any Limited Common Element (except in their capacities as Unit Owners). Board members shall have no liability to Unit Owners except that a Board member shall be liable for such Board member's own bad faith or willful misconduct. All Unit Owners (other than the BPCA Unit Owner) shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member and each Residential or Commercial Board member, as the case may be, against any liability or claim except those arising out of such member's own bad faith or willful misconduct.

In exercising their respective powers and performing their respective duties under the Declaration and the By-Laws, each Board shall act in good faith as, and shall be, the agent of the Unit Owners such Board represents, subject to and in accordance with the provisions of the Declaration and the By-Laws.

Under the terms of the By-Laws, if required under the terms of any Permitted Unit Mortgage, in the event of a default under such Permitted Unit Mortgage by a Unit Owner (including the Construction Loan), the Permitted Unit Mortgagee will be entitled to designate, remove or replace the members of the Boards designated by such Unit Owners. Generally, subject to certain exceptions concerning, among other things, Sponsor, the Commercial Section, and Unsold Residential Units, 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 affecting (a) only the Residential Section or the Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) in number and in Common Interest of all Residential Unit Owners, (b) only the Commercial Section or the Commercial Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) in number and in Common Interest of the Commercial Unit Owners and (c) the General Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty-six and two-thirds percent (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.

Generally, subject to certain exceptions concerning, among other things, Sponsor and Unsold Residential Units, and provided that required consents of BPCA, the Residential Mortgage Representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting (a) without the prior written consent of the affected Commercial 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 any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner, (b) without the prior written consent of Sponsor or its designee 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 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 Sponsor or its designee.

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 Commercial Unit into individual commercial condominium units and/or the offering for sale or lease of all or any portion of the Commercial Units. In connection therewith, the Commercial Board may, subject to compliance with all applicable Laws, 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.

As more particularly set forth in the Special Risk Section and the Section of the Plan entitled "Rights and Obligations of Sponsor", it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Residential Unit Owners. Because there is no commitment on the part of Sponsor to sell more than fifteen percent (15%) of the Residential Units, as needed to declare the Plan effective, owner-occupants may never gain effective control and management of the Condominium and may have difficulty in financing or reselling their Units. The By-Laws do not require that members of the Residential Board be owner-occupants of a Residential Unit. Owner-occupants and non-resident owners (including the Sponsor) may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e. purchase as a home as opposed to an investment.

The By-Laws do not include a provision that after the Sponsor Control Period, a majority of the Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. In addition, non-resident owners, including Sponsor, have no investment in their Residential Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities, and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARDS OF MANAGERS

Sales and Leases of Units

Each Residential Unit Owner may sell or lease such Unit Owner's Residential Unit provided such Unit Owner (the "Transferor") first gives the Residential Board, on behalf of all Residential Unit Owners, notice of such Unit Owner's 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 Residential 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 Residential Board, provided that the Residential Board shall be entitled to waive, or to permit an extension of, either or both of such sixty day periods. The Residential Board may not exercise its option to purchase or lease any Residential Unit without prior approval of a majority in interest of Residential Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present and subject to the right of Sponsor to approve such purchase or lease during the period not to exceed five (5) years from the First Closing, as more particularly described in the Section of the Plan entitled "Control by Sponsor." In any vote of all the Residential Unit Owners, the Transferor shall have the right to vote in any vote conducted by the Residential Board for the purpose of determining whether the Residential 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 Residential 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 Residential Board, and that the Residential 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 approved by the Residential Board 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 the applicable provisions of the By-Laws shall be voidable at the election of the Residential 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 such Unit Owner's Residential Unit by gift, may devise such Unit Owner's 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 such Unit Owner's 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 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 Residential Board. Such restrictions shall also be inapplicable to the Commercial Units, whether owned by Sponsor or its designee or by any subsequent owner or by any mortgagee, and, subject to compliance with applicable Laws and governmental regulations, if any, the Commercial Unit Owners shall be free to sell, lease, mortgage or otherwise transfer or hypothecate all or any part of the Commercial Units.

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 (b) the Residential Common Elements, Residential Limited Common Elements and the General Common Elements, (b) any Unit or Units acquired by the Residential Board on behalf of all Residential 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.

The By-Laws provide that the Residential Board has the right, but not the obligation to require that before any Residential Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, may occur or be valid or effective, the Residential Board may require that certain additional conditions be satisfied. Specifically, the Residential Board may require that the potential grantee enter into an agreement with the Residential Board, on terms acceptable to the Residential Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Residential Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Residential Board shall elect, and (iii) permits execution and enforcement of

any judgment obtained by the Residential Board. The foregoing provisions do not apply to sales of Unsold Residential Units by Sponsor.

A Residential Unit may not be conveyed unless all unpaid Residential Common Charges and liens against such Unit (other than Permitted Unit Mortgages) are paid and/or satisfied at or prior to closing. In addition, the Residential 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 Unit, the 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.

In addition, a Unit Owner must satisfy the requirements of BPCA concerning the sale and mortgaging of Units as more particularly described in the Section of the Plan entitled "Summary of the Lease" under the Subsection entitled "Sale and Mortgaging of Units."

Use of Units

Residential Units shall be used only as a residence (except as described below). The Residential Board, may in its sole discretion, permit a Residential Unit to be used for other purposes provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy and complies with all applicable governmental regulations.

Notwithstanding the preceding paragraph, Sponsor or its designee may, without the permission of the Residential Board (a) use or grant permission for the use of any Unsold Residential Unit as a professional office or for any other purpose, including, without limitation, use as a long or short term rental or other use, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy for such Residential Unit (subject to Sponsor's right to amend the Certificate of Occupancy to conform to use as provided in the By-Laws), and the user of such Unit complies with all applicable governmental regulations with respect to such use, and (b) retain ownership or transfer ownership to one of more affiliates 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 or for any other purpose, including, but not limited to the sale or rental of units in buildings in which principals of Sponsor may have an interest.

Each Unit Owner shall notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. The Residential Unit Owner shall ensure that all operable windows opening into the Residential Unit comply with all applicable laws relating to window guards and, if necessary, install, operate and Maintain, at the Residential Unit Owner's expense, any additional equipment required by applicable Law.

The current zoning Law permits a person who resides in a Residential Unit to use up to 25% of the floor area of such Unit Owner's 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. Such home occupation use may only be engaged in with the consent of the Residential Board or by Sponsor, as more particularly provided in the By-Laws.

The Commercial Units may be used for any lawful purpose, including, but not limited to, a garage, health club, theaters, retail stores, banks, restaurants and commercial and professional offices subject to certain limitations more fully set forth in the Section of the Plan entitled "Commercial Units." No income derived from any use of the Commercial Units will constitute income to the Condominium Board or Residential Unit Owners.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Residential Section or any portion thereof. All valid Laws 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 Boards, 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 Units. Sponsor and the owner of the Unsold Residential Units reserve the right to locate signs anywhere in the Condominium (including the exterior façade) for so long as Sponsor owns at least one Unit.

No awnings, air conditioning equipment or ventilators shall be installed or modified in the Residential Section without prior written approval of the Residential Board. No radio or television aerial, satellite dishes 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 or except as may otherwise be required by Law. The foregoing restrictions shall not apply to the Sponsor or the owner of Unsold Residential Units.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Residential Unit without the consent of the Residential Board or the Managing Agent. In no event will a Residential Unit Owner be entitled to maintain more than two (2) pets in any Unit without the consent of the Residential Board. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit will be required to abide by any and all reasonable Rules and Regulations of the Residential Board adopted with respect thereto and may be required to enter into an agreement with the Condominium Board governing the maintenance of such pets and indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet.

Each Unit Owner shall keep such Unit Owner's 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 such Unit Owner's 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 Residential 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 by the Commercial Unit Owners 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 such Unit Owner's Unit, provided that the conditions with respect thereto set forth in the By-Laws are first complied with by such Unit Owner. 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, or such other form approved by the Residential Board, (b) the Residential Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the Unit Owner making such mortgage first satisfies all unpaid liens against such Unit Owner's Unit, other than Permitted Unit Mortgages. The Commercial Unit Owners shall have the right to mortgage any Commercial Unit without any restriction or limitation other than those set forth in the Lease.

In certain instances the consent of the Residential Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than three (3) Residential Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor or its designee, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

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 Residential Unit Owners in proportion to their respective Residential Common Interests. Residential Common Charges shall also be deemed to include any special assessment imposed by the Residential Board. In addition, the Residential Common Charges include the Residential Unit Owner's allocable portion of the General Common Expenses, including without limitation, the Proportionate Rent due from each Residential Unit Owner (as established under the Lease). 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) in connection with the Maintenance of the Residential Common Elements and Residential Limited Common Elements. Residential Common Expenses may include amounts for certain other items as the Residential Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Residential Board of any Residential Unit.

Commercial Common Expenses will be determined and borne solely by the Commercial Unit Owners. Commercial Common Expenses include, among other things, all costs and expenses in connection with the Maintenance of the Commercial Common Elements.

General Common Expenses which include, among other things, the costs and expenses (including the payment of 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, managing agent fees and legal and accounting fees will be determined by the Condominium Board. General Common Expenses include the Proportionate Rent due from each Unit Owner (other than the owner of the BPCA Unit)(as established under the Lease). Generally, with exception of Proportionate Rent or as otherwise shown in Schedule B, such expenses will be allocated to the Residential Board and the Commercial Board pro rata in accordance with the aggregate respective Proportionate Common Interests. The Residential Board will then allocate its pro rata share of such expenses among the Residential Unit Owners in accordance with their respective Residential Common Interests. The Commercial Board will then allocate its pro rata share of such expenses among the Commercial Unit Owners (other than the owner of the BPCA Unit) in accordance with their respective Commercial Common Interests. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General 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 applicable provisions of the Law.

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 by an amount in excess of $100,000, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners (except the owner of the BPCA Unit who shall not be entitled to any rebate) by the Condominium Board in proportion to each Unit's Proportionate 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 Unit Owner(s) (except the owner of the BPCA Unit) in proportion to the amount of time Sponsor and each Unit Owner owned such Unit. Sponsor makes no representations that there will be any excess receipts for rebate to Units Owners or, if rebates are made, what the tax consequences of such rebates would be to Unit Owners. In the event Sponsor concludes that the Common Expenses during the First Year of Condominium Operation are less than projected due to the fact that the Building is not fully operational or occupied, Sponsor may cause the Condominium Board or the Residential Board, as the case may be to adopt an interim budget reflecting the reduced Common Expenses which will reduce the Common Charges due from each Unit Owner. See the Attorney's Income 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.

At least annually (a) the Condominium Board will prepare a budget for General Common Expenses and allocate, as aforesaid, and assess General Common Charges to the Residential Board and the Commercial Board to meet such expenses and (b) the Residential Board will prepare a budget for Residential Common Expenses and allocate, as aforesaid, and assess among

all Residential Unit Owners, Residential Common Charges to meet (i) Residential Common Expenses and (ii) the Residential Board's pro rata share of General Common Expenses.

The Residential Board will furnish copies of each budget on which Residential Common Charges are based to all Residential Unit Owners and advise such Unit Owners of the amount of Residential Common Charges payable by them. Unless otherwise determined by the Board to which they are payable, General Common Charges and Residential Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection
and Lien for Non-Payment

Pursuant to Section 339-z of the Real Property Law and under the provisions of the By-Laws, (a) the Residential Board, on behalf of all Residential Unit Owners, will have a lien on each Residential Unit for unpaid Residential Common Charges together with interest thereon, assessed against such Unit (b) the Condominium Board, on behalf of all Unit Owners, will have a lien on all Residential Units, for General Common Charges unpaid to it by the Residential Board, together with interest thereon, in proportion to the respective Common Interests of the Residential Units, as well as a lien on the Commercial Units (excluding the BPCA Unit), for General Common Charges unpaid to it by the Commercial Board, together with interest thereon. All such liens, however, to the extent permitted by applicable Law, will be subordinate to the lien of any first Permitted Unit Mortgage of record and to liens for real estate taxes on the particular Unit. Pursuant to Section 339-aa of the Real Property Law, any lien for unpaid General Common Charges or Residential 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 (6) 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 appropriate Board to recover unpaid Common Charges without foreclosing such lien. Notwithstanding the foregoing, during the Sponsor Control Period the Sponsor shall cause the Residential Board or the Condominium Board, as the case may be, to file a lien as provided for in Section 339-aa of the Real Property Law on Units owned by Sponsor in which Sponsor is more than thirty (30) days in arrears of Common Charges. Notwithstanding the foregoing, subject to the terms of the Lease, during the Sponsor Control Period the Sponsor shall cause the Residential Board or the Condominium Board, as the case may be, to file a lien as provided for in Section 339-aa of the RPL on Units owned by Sponsor in which Sponsor is more than thirty (30) days in arrears of Common Charges.

No Unit Owner may be exempted from liability for such Unit Owner's Common Charges by waiving use of any of the Common Elements or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property or the degree to which the construction in the Building shall have been complete shall not be grounds for a Unit Owner withholding or failure to pay all or any portion of the Common Charges or any other assessments. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance of such Unit. In addition, as more specifically set forth in the By-

Laws, (a) a Residential Unit Owner may, by conveying such Unit Owner's Unit without consideration to the Residential Board and complying with certain conditions in connection therewith, exempt himself from Residential Common Charges and General Common Charges thereafter accruing, and (b) a Commercial Unit Owner may, by conveying such Unit Owner's Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, be exempt from Commercial Common Charges or General Common Charges thereafter accruing.

Any lien for unpaid General Common Charges or Residential Common Charges or Commercial Common Charges against a Residential Unit or the Commercial 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 Commercial 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 appropriate Board to recover unpaid Common Charges without foreclosing such lien. In the event the Condominium Board or the Commercial Board or Residential Board fail to institute foreclosure proceedings within ninety calendar days after the issuance of a Default Notice or if having instituted such proceedings fail to diligently prosecute the same to final judgment, BPCA shall have the right to prosecute the proceeding in its own name or in the name of any Board and the right to do so shall be collateral and such lien shall be collaterally assigned by the Boards to BPCA.

A Unit Owner will not be permitted to transfer title to the Unit unless such Unit Owner has satisfied all unpaid Common Charges, including, but not limited to, Proportionate Rent and is not in violation of any provision of the Declaration, the By-Laws or the Rules and Regulations. If however, on a resale of a Unit such Common Charges have not been paid, the Purchaser thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to such Unit Owner's acquisition in such amounts as set forth in the Estoppel Letter described below. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to a statement (an "Estoppel Letter") from the Residential Board, or the Commercial Board, as the case may be, 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 any 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. A Permitted Unit Mortgagee acquiring title to a Unit at foreclosure sale and any purchaser at a foreclosure sale shall be liable, and the Unit shall be subject to a lien, for the payment of that portion of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Unit Mortgagee or purchaser which constitute Proportionate Rent and attributable to such Unit and the expenses incurred in collection therewith, but such Permitted Unit Mortgagee or purchaser shall not be liable for or subject to a lien for the balance of the Common Charges due. In addition, such Permitted Unit 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 Residential Board will have the

right to assess such balance unpaid by the Permitted Unit Mortgagee as a Residential Common Charge among all Residential Unit Owners.

BPCA has additional rights in the event of a Unit Owner Default. Any funds received in respect of a Unit Owner Default whether from foreclosure or otherwise shall be disbursed in the order of priority set forth in the Lease. Please refer to the Section of the Plan entitled "Summary of the Lease" under the Subsection entitled "Condominium Operation; Defaults" for further details. Notwithstanding anything to the contrary set forth above, a default by any Unit Owner with respect to the payment of Proportionate Rent allocated to such Unit is not a default under the Lease.

RPL §339-jj-Borrowing by Condominium

Section 339-jj of the RPL, authorizes the Condominium Board to incur debt (i) to the extent authorized by the Declaration or By-Laws, and (ii) provided that such debt (a) is incurred no earlier than the fifth anniversary of the First Closing and (b) is approved by Unit Owners owning Units to which there is appurtenant a majority of the Common Interests. Any such debt may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. The Condominium Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners. The right of the Boards to incur debt pursuant to the provisions of subsection Section 339-jj of the RPL, will be contingent upon the consent of BPCA and subject to the provisions of the By-Laws.

RPL §339-kk-Payment of Rent Where Default in Payment of Common Charges

RPL §339-kk, a copy of which is set forth in Part II of the Plan is applicable to all condominiums in the State of New York and is intended to provide additional financial protection for a condominium association if a sponsor or other non-occupant unit owner of a residential unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's units.

RPL §339-kk provides, by its terms, among other things, that with respect to unsold units of a condominium owned by a sponsor or by any other non-occupant unit owner and occupied by a tenant:

(a) If payment of common charges, assessments or late fees by any non-occupant unit owner is more than sixty (60) days late after the expiration of any grace period within which they are due, payments from a tenant of such unit may become directly payable to the condominium upon written notice by the board of managers to the tenant and the non-occupant unit owner. Where a majority of the board of managers has been elected by unit owners who are in occupancy of their respective units, the board of managers may elect not to require that the rental payments be paid to the condominium. Once the common charges, assessments and late fees of the non-occupant unit owner have been brought current, the board of managers must notify the non-occupant unit owner and tenant within three (3) business days and thereafter the rent will be payable to the non-occupant unit owner or a designated agent.

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

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

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

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

RPL §339-kk does not address a number of issues. Accordingly, Sponsor makes no representation as to (i) RPL §339-kk 's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant owner and secured by the unit, or whether RPL §339-kk 's enactment or compliance therewith by a tenant constitutes a default by the Unit Owner under said loan, (ii) RPL §339-kk 's effect on assignments of leases and rents given by a non-occupant owner to a mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Condominium Board after notice from the Condominium Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Condominium Board's failure to give notice to a tenant (i.e., does failure constitute a waiver of the Condominium's rights?), or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Unit Owner is brought current in payment of Common Charges, assessments and late fees.

Finally, no representation is made about the tax effects of RPL §339-kk.

All prospective purchasers should review RPL §339-kk to determine its effect on their own situation.

Repairs to and Maintenance of
Units and Common Elements

Generally, all painting, decorating, and routine Maintenance, (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, (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 Residential Board and the Commercial Unit Owner as a General Common Expense and (c) in or to the Residential Common Elements, and the Residential Limited Common Elements will be made by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense. 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 Residential Board.

Notwithstanding the above, all normal Maintenance of any Terrace shall be made by the Residential Unit Owner having access to same, at such Unit Owner's own cost and expense, but any structural repairs to such Terrace (including any leaks which are not caused by the negligence or misconduct of the Residential Unit Owner having access to the same) will be made by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense. Any Residential Unit Owner having access to a Terrace shall keep it free of snow, ice and accumulation of water, which will cause damage to the Building. In accordance with the By-Laws, the Condominium Board and the Residential Board will have the right to require a Residential Unit Owner to obtain the consent of the Condominium Board and/or the Residential Board prior to installing plantings, surface coverings and other furniture, equipment and installations on the Terraces and may require a Residential Unit Owner to remove same if the Condominium Board or the Residential Board determines, in their respective discretion, that such plantings, surface coverings, furniture, equipment or other installations adversely affect the integrity of the roofs or adversely affect the appearance of the Building or that such removal is needed to facilitate access to the roofing system or other Common Elements pursuant to the Declaration and By-Laws. No Terrace may be enclosed without the express written consent of the Condominium Board. The Condominium Board and the Residential 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.

The exterior and interior surfaces of all windows located in any Residential Unit shall be washed and cleaned from the interior side of a Unit by a licensed window cleaner approved by the Residential Board and the cost and expense thereof shall be an expense of such Unit Owner. All other windows in the Condominium (except those contained in the Commercial Units) shall be washed and cleaned by the Residential Board and the cost and expense thereof shall be a Residential Common Expense and be specially assessed against each Residential Unit Owner. The exterior and interior glass surfaces of all windows located in each Commercial Unit shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense. "Schedule B -, Projected Budget for First Year of Condominium Operation does not budget for window washing by the Residential Board. Any replacement of glass windows panes in any Unit because of breakage or otherwise, shall be made by the Condominium Board at the sole cost and expense of the owner of the applicable Unit, except that such cost and expense shall be paid by the Condominium Board if all or any portion thereof is covered under the insurance maintained by the Condominium Board for the Property.

No replacement, modification or alteration may be made to or of the windows (other than replacement of the window panes) without the consent of the Condominium Board. All window treatments in a Residential Unit, when viewed from the outside of the window, must be white.

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 which will cause damage to the Building) by the Unit Owner or appropriate Board, whichever is responsible for the Maintenance

thereof. In the event any Unit Owner fails to keep such Unit Owner's Unit in such condition, the appropriate 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 subsection entitled "Rights of Access"). A Residential Unit Owner shall not permit excessive noise or vibrations to emanate from the Unit. Each Unit Owner will be obligated to heat and cool such Unit Owner's Unit so as to maintain the appropriate temperature in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units, including, without limitation, freezing pipes and damage to the wood floors and moldings. In the event a Unit Owner that fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

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 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 such Unit Owner's Unit without the prior written approval of the Residential Board but, as more fully set forth in the By-Laws, this provision does not apply to Sponsor. 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 appropriate Board. The Residential 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 Residential Board shall have the right to approve the Unit Owner's plans and specifications, 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. In addition, the Residential Board will have the right, as a condition to approving a Unit Owner's request to renovate kitchens and bathrooms, to require such Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Unit or to contribute to the Condominium, the sum necessary to enable the Condominium to perform such replacements.

Any contractor performing work in the Residential Units 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 an addition, alteration or improvement to be made in a Residential Unit, unless approved and executed, if necessary, by the Residential Board or, if required, by the Condominium Board. The Residential Board (or 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 Residential Board, 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 Sponsor, provided any alteration to such Unit shall be in accordance with, and only as permitted by, the Condominium Act and all governmental regulations. Under the terms of the By-Laws, Sponsor is authorized on behalf of the Boards 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 is entitled to perform in accordance with the terms of the Declaration, the By-Laws or the Lease and to obtain such certificates of completion as may then be required by Law, and the appropriate Board, if requested by Sponsor is obligated to execute the aforesaid 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 a power of attorney to execute such 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, the Condominium Board or the Residential Board, the 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 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 to the Residential Board and the Commercial Board as a General Common Expense. Maintenance of the Residential Common Elements will be made by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense. Maintenance of the Commercial Common Elements will be made by the Commercial Board and the cost and expense thereof will be charged to all Commercial Unit Owners (except the owner of the BPCA Unit) as a Commercial Common Expense.

The Commercial Unit Owners, without the consent of the Residential Board or the Condominium Board may make any alteration, addition, improvement or repair in or to the Commercial Units provided that the work is performed by the Commercial Unit Owners in compliance with Laws and in accordance with all conditions described in the Declaration. Sponsor, without the consent of the Residential Board, the Commercial Board or the Condominium Board, may make any alteration, addition, improvement or repair in or to any Unsold Unit or the Common Elements provided that the work is performed by Sponsor in compliance with Law and in accordance with all conditions described in the Declaration. In addition, Sponsor and the Commercial Unit Owners 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 Property for the purpose of advertising the availability for sale or rental of any Unsold Residential Unit or Unsold Commercial Unit or the operation of any business of Sponsor, a tenant, occupant managing agent or operator of the Commercial Unit 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, subject to the Lease. The Lease sets forth additional obligations with respect to the repair and maintenance of the Condominium and renovations and alterations to the Common Elements and Units as more particularly described in the Section of the Plan entitled "Summary of the Lease."

Rights of Access

As more fully set forth in the By-Laws, each Board and any managing agents, managers, superintendents and other persons authorized by any 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, By-Laws or as may be required by Law, provided that 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. In case of an Emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the 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. The By-Laws give Sponsor a right of access to any Unit for the purpose of performing punch-list work or for the purpose of performing or completing construction in the Building and give to service providers the right to access their equipment and the conduit in which such equipment is located in order to install, maintain, operate, repair, replace and service same.

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 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 Residential Board with respect to any damage to or destruction of the Residential Section, the Commercial Board with respect to any damage to or destruction of the Commercial Section and the Condominium Board with respect to any damage to or destruction of the General Common Elements, will, except as set forth below, arrange for the prompt repair and restoration thereof.

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 Owners (excluding the Unit Owner of the BPCA Unit) 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 (excluding the Unit Owner of the BPCA Unit) 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 Board shall still have the right to make all arrangements for the prompt repair and restoration of the Commercial Units to the extent they are affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners (excluding the Unit Owner of the BPCA Unit) 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 such Unit Owner's share of such funds such amounts as may be necessary to reduce unpaid liens on such Unit Owner's Unit, other than mortgages which are not Permitted Unit Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

Damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Owner of the affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or

reconstruction is the obligation of the Condominium Board under the Declaration and By-Laws. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment.

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 entitled to adjust such loss 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 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 and the Lease. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the RPL.

Insurance

The Condominium Board is required to obtain and maintain insurance in accordance with the requirements of the Lease as more particularly set forth in the Section of the Plan entitled "Summary of the Lease" in the Subsection entitled "Insurance." The Condominium Board shall be named as the insured and each Unit Owner, Landlord and the landlord under the Master Lease, as additional insureds to the extent, where applicable, of their respective insurable interests in the Property and shall be primary with respect to any other coverage which Landlord and the landlord under the Master Lease may obtain. The coverage provided by the Condominium Board as required also may name each Permitted Unit Mortgagee as an additional insured (pursuant to a New York standard mortgagee clause in favor of each Permitted Unit Mortgagee), provided that such Mortgagee irrevocably agrees in writing for the benefit of Landlord that all proceeds of such insurance shall be applied in accordance with the terms of the By-Laws and the Lease.

The amount of property 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 insurance shall contain, to the extent obtainable and whether or not an additional premium shall be payable in connection therewith (i) a provision that no act or omission or negligence of Tenant or any additional insured or violation of warranties, declarations or conditions by Tenant or any additional insured shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be canceled or modified without at least thirty (30) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Unit Mortgagees, (iii) an agreement that the coverage afforded by the insurance policy shall not be affected by the performance of any work in or about the Building or the occupation or use of the Premises by Tenant or any subtenant for purposes more hazardous than those permitted by the terms of such policy, (iv) a waiver by the insurer of any claim for insurance premiums against Landlord or any other insured other than Tenant, and (v) a waiver of subrogation by the insurers of any right to recover the amount of any loss resulting from the negligence of Tenant, Landlord, or any other insured, or their respective agents, employees or licensees.

Purchasers are advised that the Lease provides that the Condominium must provide and keep in force such other insurance in such amounts as may from time to time be reasonably required by BPCA against such other insurable hazards as at the time are commonly insured against by prudent owners of like buildings and improvements in the Borough of Manhattan and with respect to terrorism and war risks when and to the extent obtainable from the United States government or an agency thereof at commercially reasonable rates; such insurance to be written on an "Agreed Amount" basis, with full replacement cost (having sublimits of $5,000,000 for flood coverage and $500,000 for earthquake coverage), with the replacement value of the Building to be determined from time to time, but not less frequently than required by the insurer and in any event at least once every three (3) years, provided, however, after Tenant's leasehold estate in the Premises shall be submitted to condominium ownership, such determination shall be made on an annual basis, it being agreed that no omission on the part of Landlord to request any such determination shall relieve Tenant of its obligation to determine the replacement value thereof.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, bodily injury or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) each Board, the Managing Agent or agents thereof, each Board member and each officer and employee of the Condominium, Commercial Section and Residential Sections, (2) each Commercial Unit Owner, and all officers, directors and employees thereof, except that such policy will not cover liability of a Commercial Unit Owner arising from occurrences within such owner's Unit or within the Commercial Limited Common Elements, if any, exclusive to such owner's Unit, and (3) each Residential Unit Owner, except that such policy will not cover liability of a Residential Unit Owner arising from occurrences within such Owner's Unit or within the Residential Limited Common Elements, if any, exclusive to such Unit Owner's 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 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 the Condominium Board determines. The premiums for all insurance referred to above shall be a General Common Expense allocated pro rata in accordance with the aggregate respective Proportionate Common Interests of the Residential Unit Owners and the Commercial Unit Owners.

The Condominium Board is not required to obtain or maintain any insurance with respect to the Units or any property contained in a Unit. Pursuant to the By-Laws, each 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 or any Limited Common Element appurtenant thereto, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property plus at least $2,000,000

umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof or any Limited Common Element appurtenant thereto (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage and personal property). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. Policies maintained by Unit Owners as aforesaid must provide that they cannot be canceled without at least thirty (30) days prior notice to the Condominium Board.

Liability of Boards of
Managers and Unit Owners

Every contract made by the Condominium Board or the Commercial Board or the Residential Board or by any managing agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners or Commercial Unit Owners (no contract made by the Condominium Board or the Commercial Board will be entered into on the behalf of the BPCA Unit) or Residential Unit Owners and such 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 Residential Unit Owner or Commercial 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 Commercial Unit Owners (other than the BPCA Unit Owner) or Residential Unit Owners, as the case may be and (ii) to the extent permitted by Law, unless otherwise determined by the appropriate Board in its sole and absolute discretion, such Unit Owner's interest in such Unit Owner's Unit and its appurtenant Common Interest. To the extent permitted by applicable Law, Board members shall have no liability to Commercial Unit Owners or Residential Unit Owners except that a Board member shall be liable for such member's own bad faith or willful misconduct. All Residential Unit Owners and Commercial Unit Owners (other than the BPCA Unit Owner) shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member, Commercial Board member and each Residential Board member, as the case may be, against any liability or claim except those arising out of such member's own bad faith or willful misconduct. Any 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 (4) months after the end of each fiscal year as more particularly described in the Section of the Plan entitled "Reports to Unit Owners" in Part I of the Plan.

Termination of Condominium

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 eighty (80%) percent in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, unless written consents are obtained from (a) BPCA, (b) the Residential Mortgage Representatives, if any, and (c) Sponsor, until such time as Sponsor has 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 such Unit Owner's Unit (other than mortgages which are not Permitted Unit Mortgages), in the order of priority of such liens.

Units Acquired by Residential
Board or Commercial Board

All Units acquired or leased by the Residential Board or the Commercial Board or their designees shall be held by such Board, or its designee, on behalf of all Residential Unit Owners or on behalf of all Commercial Unit Owners, as the case may be, and the rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Residential Unit Owners or all Commercial Unit Owners, as the case may be in proportion to their Proportionate Common Interests. No Units held by either Board or the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Residential Board or the Commercial Board or their designees, on behalf of their respective Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of such Board. If the funds in such accounts are insufficient to effectuate any such purchase, such Board may levy an assessment against each Residential Unit Owner or Commercial Unit Owner, as the case may be, in proportion to such Unit Owner's Proportionate Common Interest, as a Residential Common Charge or Commercial Common Charge, as the case may be, and/or such Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interests in the Common Elements.

Procedure to Review PILOT 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 PILOT assessments with respect to Residential Units and/or the Commercial Units subject to the terms of the Lease. All Residential Unit Owners will share the costs in connection with any proceedings brought on behalf of such Unit Owners and the benefits derived therefrom based on their respective Common Interests. Subject to the terms of the Lease, the Commercial Unit Owners will have the right to commence certiorari proceedings on their own 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 or 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 Residential 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 Residential 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

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. 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 Residential Unit Owner to use the General Common Elements and the Residential Common Elements and each Commercial Unit Owner to use the General Common Elements and Commercial Common Elements 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 the Units or with the use of the Residential Units for their permitted purposes. Sponsor and its designee shall have an easement to erect, maintain, repair and replace lights and lighting fixtures and to erect maintain and replace satellite communication equipment and similar equipment, as permitted by Law, on the roofs and facade of the Building and elsewhere on the Common Elements which shall entitle Sponsor or its designee to utilize such easement for its own account or the account of any licensee of Sponsor or its designee for the purpose of servicing the Condominium or any other building or area. In addition, Sponsor and its designee shall have an easement to erect, maintain, repair and replace any signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like (each a "Sign") permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit provided such sign complies with the Design Guidelines and the terms of the Lease.

Name of Condominium

As set forth in the Declaration, the Condominium and the Building shall be designated and known as "The Visionaire". Any and all rights and interests appurtenant to such name, if same exist, are owned and controlled by Sponsor. Similarly, any and all obligations and liabilities

appurtenant to such name shall be the sole responsibility and obligation of Sponsor. In addition, Sponsor shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Sponsor as the sponsor of the condominium offering, together with such other information as Sponsor determines in its sole discretion. Except as otherwise noted above, 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 any 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.

Obligations Under Lease

In addition to the provisions set forth in the Declaration and By-Laws as summarized above, the Property is subject to the requirements of the Lease as more fully described in the Section of the Plan entitled "Summary of the Lease" in Part I of the Plan. In the event of any inconsistency between the Lease and the terms of the Declaration and By-Laws, the terms of the Lease shall control. A prospective Purchaser should read the Lease in its entirety for complete details regarding the rights and obligations set forth therein.

PAYMENTS IN LIEU OF TAXES ("PILOT")

Each Unit will be taxed as a separate tax lot for PILOT 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 PILOT 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, (i) the PILOT for the Residential Unit Owners will be determined by multiplying the PILOT by 97.56% and thereafter allocating to each Residential Unit its proportionate share based upon its Residential Common Interest and (ii) the remaining 2.44% of PILOT will be allocated among Commercial Unit Owners in the same proportions as set forth in Schedule B. Please refer to Schedule A for an estimate of PILOT payable during the first year of Condominium operation.

Generally, real estate taxes are payable to the New York City taxing authorities semi-annually, on July 1 and January 1 (New York City operates on a fiscal year commencing July 1 and ending June 30). PILOT payable during the fiscal period commencing August 1, 2008 for the first year of Condominium operation and ending July 31, 2009 will be based upon the transitional assessed valuation of the Property during the 2008/2009 tax year. The estimated PILOT payments for the Residential Units set forth below are based on an opinion prepared by the law firm of Marcus & Pollack, LLP ("PILOT Opinion"), a copy of which is set forth in Part I of the Plan.

Tax Year	Estimated Residential Tax Rate per $100 of Assessed Valuation (Class 2)	Estimated Transitional Assessed Valuation	Estimated "Taxes"	Minimum Pilot
2008/2009	12.396%	$29,423,940	$3,647,391	$ 797,985
2009/2010	12.396%	$45,993,678	$5,701,376	$2,488,507

It is estimated that the aggregate PILOT attributable to all Residential Unit Owners for the first year of Condominium operation will total approximately $3,818,556 based on the PILOT Opinion which assumes an estimated assessed valuation for the residential portion of the Property for the 2008/2009 tax year of $29,423,940 for an eleven month period from August 1, 2008 through June 30, 2009 (a total of $3,343,442.30) and the assessed valuation for the residential portion of the Property for the 2009/2010 tax year of $45,993,678 for a one month period from July 1, 2009 to July 31, 2009 (a total of $475,114.69) at a tax rate of 12.396 per $100 of assessed valuation. As more particularly described in the PILOT Opinion, the full assessed valuation of the Building will not be reflected until tax year 2009/2010, which commences July 1, 2009 and accordingly, PILOT attributable to all Residential Unit Owners in the tax year 2009/2010 will increase significantly.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.

If the Minimum PILOT exceeds the Taxes which would otherwise be levied against the Property, the difference between the Minimum PILOT and the Taxes will be paid by all Unit Owners in proportion to their respective Proportionate Common Interests in the Condominium.

The PILOT estimates for each Unit were calculated on the assumption that the PILOT for the Building payable with respect to each Unit for the first year of Condominium operation will be allocated in proportion to each Unit's Proportionate Common Interest. Upon determination of individual tax lots and individual Unit assessments, the New York City tax authorities may allocate taxes between the Units in proportion to each Unit's purchase price rather than its Proportionate Common Interest or the respective Common Interest of each Unit in the Common Elements, and, if so, Units having the same or similar Proportionate Common Interest or Common Interest in the Common Elements may pay different PILOT and PILOT may differ from those set forth on Schedule A.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) that the New York City tax assessor will allocate individual Unit assessments on the basis of each Unit's allocable Common Interest; (ii) of the assessed value of the Property during the first year of Condominium Operation, or (iii) of the tax rates that will be in effect during the first year of Condominium operation.

INCOME TAX 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 Attorney's Income Tax Opinion prepared by Stroock & Stroock & Lavan LLP, counsel to Sponsor, a copy of which is set forth in Part I of this Plan. The status of the tax deductibility of PILOT will remain unclear until Sponsor has received a private letter ruling from the Internal Revenue Service confirming the following.

STROOCK & STROOCK & LAVAN LLP IS COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS IN CIRCULAR 230, ALL UNIT OWNERS, POTENTIAL UNIT OWNERS AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS PLAN AND/OR THE ATTORNEY'S INCOME TAX OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Deductibility of Mortgage Interest and PILOT

Each Residential Unit Owner will own such Unit Owner's Residential Unit and its appurtenant interest in the Common Elements as a leasehold condominium unit and each Residential Unit will be a separate tax lot for purposes of New York City PILOT and assessments. A Residential Unit 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 Stroock & Stroock & Lavan LLP that a Residential Unit Owner who uses such Unit Owner's Residential Unit as a personal residence and itemizes such Unit Owner's deductions should, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest 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. If the Sponsor receives a favorable ruling from the IRS concerning the deductibility of PILOT for federal income tax purposes, Residential Unit Owners who itemize their deductions and who use their Residential Units as personal residences will be entitled to deduct from their gross income for Federal income tax purposes and New York State and New York City income tax purposes their pro rata share of PILOT, subject to certain limitations. However, if the Sponsor is unable to obtain such favorable ruling, Residential Unit Owners likely will not be able to deduct their pro rata share of PILOT from their gross income either for federal income tax purposes or the New York State and New York City income tax purposes. 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 may apply to the overall allowance of itemized deductions.

Taxation of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association," under Section 528 of the Internal Revenue Code, 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 earned in connection with the provision of laundry facilities, such as interest earned on any reserve funds, and possibly income from assessments from Commercial Unit Owner (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, Projected Budget for the First Year of Condominium Operation", does not contemplate any substantial 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 certain United States Treasury Department regulations relating to entity classification.

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 PILOT. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Stroock & Stroock & Lavan LLP, as counsel to Sponsor, bases its opinion, will not change. In no event will Sponsor, Stroock & Stroock & Lavan 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.

ATTORNEY'S INCOME TAX OPINION

STROOCK

November 10, 2006

Battery Place Green, LLC
c/o Albanese Organization, Inc.
1050 Franklin Avenue, Suite 200
Garden City, New York 11530

Re: Condominium Offering Plan
The Visionaire (the "Condominium")

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 certain Payments in Lieu of Taxes ("PILOT") paid by residents of New York who purchase the offered Residential Units for their own 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 (including the deductibility of any mortgage interest or PILOT) of (i) ownership of any Unsold Residential Units, any Residential Unit that is used for commercial or mixed residential/commercial purposes, or any Units other than the Residential Units (such as the Commercial Units), (ii) ownership of any rights with respect to any storage space or vault space in or appurtenant to the Condominium (including the Storage Bins), (iii) ownership or rental of any Unit purchased or rented for use by the Resident Manager, or (iv) 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 meaning as in the Plan.

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. 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. For purposes of this opinion, Battery Place Green, LLC has represented to Stroock & Stroock & Lavan LLP that (i) the useful life of the Building is substantially shorter than the remaining term of the Lease, and that (ii) no portion of the Base Rent or the Rent payable under the Lease (other than PILOT which will constitute real estate taxes if the Sponsor obtains a favorable private letter ruling discussed below, and Payments in Lieu of Sales Taxes ("PILOST")) is attributable to the Building.

Pursuant to the Plan, the purchaser of a Residential Unit will receive legal title to his or her Residential Unit, which is a qualified leasehold condominium unit. Each purchaser will also receive, in common with the owners of all other Residential Units, an undivided leasehold interest in the Residential Common Elements, and, in common with the owners of all other Units, an undivided leasehold interest in (and the right to use) the General Common Elements. Each purchaser of a Residential Unit is entitled to the exclusive possession thereof and the exclusive use of the Residential Limited Common Elements, if any, appurtenant to such Residential Unit.

The Sponsor will request a private letter ruling from the Internal Revenue Service (the "IRS") concerning the deductibility of each Residential Unit Owner's pro rata share of PILOT under Section 164 of the Code. Accordingly, if the Sponsor receives a favorable ruling from the IRS concerning the deductibility of PILOT for federal income tax purposes, Residential Unit Owners who itemize their deductions and who use their Residential Units as personal residences will be entitled to deduct from their gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, their pro rata share of PILOT. However, if the Sponsor is unable to obtain such favorable ruling, Residential Unit Owners may not be able to deduct their pro rata share of PILOT from their gross income for federal income tax purposes. In addition, even if a favorable ruling is obtained no deduction for PILOT is permitted for purposes of the Federal alternative minimum tax. Owners of the Residential Units should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of PILOT, and the applicability to them of the Federal alternative minimum tax.

Under Section 163(h) of the Code, an individual taxpayer is allowed to deduct, subject to certain limitations described below, interest that is paid or accrued during the taxable year on indebtedness that is secured by a "qualified residence". The term "qualified residence" is defined in Section 163(h)(4) of the Code as the principal residence of the taxpayer within the meaning of Section 121 of the Code and one other residence of the taxpayer which is designated by the taxpayer as such for purposes of Section 163(h) of the Code

and used as a residence within the meaning of Section 280A(d)(1) of the Code. Treasury Regulation § 1.121-1 states that whether property is a taxpayer's principal residence depends on all the facts and circumstances. For this purpose, properties which typically constitute a residence include a houseboat, a house trailer, or the house or apartment that the taxpayer is entitled to occupy as a tenant-stockholder in a cooperative housing corporation. In addition, pursuant to legislative history to Section 163 of the Code, and the Proposed Regulations thereunder, a condominium apartment is also a residence. It is not clear whether under Sections 163 and 121 of the Code taxpayers are required to own their principal residence in order to deduct mortgage interest.

In Revenue Ruling 64-31, 1964-1 (Part I) C.B. 300, the IRS held that a condominium unit constituted a residence for purposes of Section 1034 of the Code (which contained the predecessor definition of the term "principal residence" for purposes of Sections 163 and 121 of the Code, which definition is now incorporated in the Treasury Regulations under Section 121 of the Code). In that ruling, the purchaser received legal title in fee simple to a one-family unit in a multi-unit structure coupled with ownership of an undivided interest in the land and common areas. The procedure for organizing the project and conveying ownership was accomplished by (1) the execution and recording of a declaration that described the project area and the percentage of common elements pertaining to each apartment, along with administrative regulations governing the relationship among the owners, (2) the recording of an apartment survey describing the apartments and identifying each by a number, and (3) the execution and recording of individual deeds for each apartment. None of the administrative regulations contained in the declaration could deprive a purchaser of his title to the apartment. A purchaser was free to sell or lease his apartment at any price, subject only to the limitation that he give a first option to buy or lease on equal terms to the other owners. A purchaser was liable to the local tax authority for the tax assessment with respect to his apartment and had the right to place an individual mortgage on his apartment.

The facts in the present case are similar to those described in Revenue Ruling 64-31, supra. The premises will be submitted to condominium ownership by the execution and recording of a declaration and floor plan of the Units and by the grant of individual Unit assignment agreements to purchasers of each of the Units. A Unit Owner may not be deprived of his interest in the Unit during the period of the Lease except in the event of an uncured violation of either the By-Laws or the Lease. He may place an individual mortgage on his Unit and is free to sell or lease his Unit at any price subject only to the limitation that he give a first option to buy or lease on equal terms to the Residential Board on behalf of the other Unit Owners. Unit Owners would be liable to the local tax authority for the tax assessment with respect to their Units if the Project Area were not

exempt from real estate tax. Nevertheless, each Unit Owner is liable to the Authority for the PILOT with respect to his Unit.

The only difference between the facts in this case and those described in Revenue Ruling 64-31, supra, is that, instead of a fee simple interest, a Unit Owner will acquire a leasehold interest in his Unit. Accordingly, the issue is whether, in the case that a taxpayer is required to own a residence in order to qualify under Section 1034 of the Code, a Unit Owner will be treated as the owner of his Unit. See Boesel v. Commissioner, 65 T.C. 378 (1975) and Rev. Rul. 72-266, 1972-1 C.B. 227. It is also possible that under Section 163 a taxpayer need not own a principal residence in order to deduct mortgage interest thereon. However, because we believe that a Unit Owner should be treated as the owner of his Unit, we do not address this issue.

In determining ownership of property for tax purposes, courts have looked at the objective economic realities of a transaction rather than to the particular form employed by the parties. Thus, courts have refused to permit due transfer of formal legal title to shift the incidence of taxation attributable to the ownership of property. See Commissioner v. Sunnen, 333 U.S. 591 (1948); Helvering v. Clifford 309 U.S. 331 (1940); Helvering v. F. & R. Lazarus & Co., 308 U.S. 252 (1939). See also footnote 5 in Boesel, supra, at p. 386.

In the case of Offutt Housing Co. v. County of Sarpy et al., 351 U.S. 253 (1953), a lessee of land under a seventy-five year lease erected improvements which had an estimated useful life of thirty-five years. The lease provided that upon expiration or termination of the lease, all improvements would remain the property of the lessor without compensation. The lessee was required to pay a nominal rental on the land. The Supreme Court held that the lessor's technical title to the improvements was a mere "paper title".

In Revenue Ruling 62-178, 1962-2 C.B. 91, the IRS considered whether, for tax purposes, a tenant was the owner of a building which it constructed with its own funds on land leased for 99 years where the building had an estimated life of only 50 years. Under the lease, the building became the property of the landlord as soon as erected and was to be surrendered to the landlord at the end of the lease term. The landlord, however, received no rent attributable to the building during the lease term. Because the tenant had full enjoyment of the entire worth of the building (its estimated life was shorter than the lease term and the landlord was not entitled to any rent with respect to the building), the IRS ruled that the tenant would be treated as the owner of the building.

The facts in the present case are analogous to those discussed in Offutt, supra and in Revenue Ruling 62-178, supra. The Unit Owners should be treated as having acquired a capital interest in the Building since their predecessor in interest, the Sponsor, has borne the entire cost of construction of the Building. The Unit Owners will enjoy occupancy rights and have the right to lease, mortgage and sell their Units during the period of the Lease. In addition, based on representations made to Stroock & Stroock & Lavan LLP by Battery Place Green, LLC (i) the useful life of the Building is substantially shorter than the term of the Lease and (ii) no portion of the Base Rent or of the Rent payable under the Lease (other than PILOT and PILOST) will be attributable to the Building. Therefore, since a Unit Owner will have the full beneficial enjoyment of his Unit throughout its entire useful life, each Unit Owner should be deemed the owner of his Unit and, under the principles of Revenue Ruling 64-31, supra and Offutt, supra, each Unit should be eligible to qualify as a principal or secondary residence for purposes of Section 163 of the Code. However, the determination of ownership is a question of fact and there can be no assurance that the IRS or a court may not disagree with our conclusion.

The IRS has ruled privately that an assignable term estate of twenty-five years constituted a principal residence under Section 1034 of the Code. Private Letter Ruling 8607034, November 18, 1985. See also Rev. Rul. 84-43, 1984-1 C.B. 27. There is no indication in the private ruling as to whether the assignable term estate was treated as an ownership interest or whether it merely embodied sufficient legal rights (i.e. to use, occupancy and assignability to qualify for the special rollover treatment of Section 1034 of the Code). Cf. Rev. Rul. 88-29, 1988-1 C.B. 75, Rev. Rul. 60-135, 1960-1 C.B. 298 and Rev. Rul. 55-37, 1955-1 C.B. 347. Nevertheless, the ruling holds that a term estate of significantly shorter duration than the term of the Lease did qualify as a principal residence. Although a private ruling may not be used as precedent, it does reflect the view of the IRS regarding the issues presented in the ruling.

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 of such indebtedness, to the extent that the indebtedness does not exceed the amount of the refinanced debt), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return) ("acquisition indebtedness"), 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, based on the foregoing (including representations made to Stroock & Stroock & Lavan LLP by Battery Place Green, LLC) an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence should 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 may be in effect under Section 68 of the Code, interest paid or accrued 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 their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and any overall limitation on the allowance of itemized deductions.

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, if the Sponsor receives a favorable ruling from the IRS concerning the deductibility of PILOT for federal income tax purposes, PILOT 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. If the Sponsor does not receive a favorable ruling from the IRS concerning the deductibility of PILOT for Federal income tax purposes, purchasers of Residential Units are advised that their share of PILOT may not be deductible for New York State and New York City income tax purposes. In addition, under New York State and New York City income tax law, itemized deductions, such as interest and PILOT, are subject to reduction by as much as 50% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City

minimum taxes to the deduction for mortgage interest and PILOT with respect to their Residential Units.

If the Condominium qualifies as a homeowners association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. However, even if the 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 earned in connection with the provision of laundry facilities, interest earned on any reserve or working capital funds and possibly income from assessments from the Commercial Unit Owners (in each case, less expenses directly connected with the production of such income).

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, less than 85% of the total square footage of all Units of the Condominium will be used by individuals for residential purposes within the meaning of Treasury Regulation § 1.528-4(b). Accordingly, assuming the Plan becomes effective during the Condominium's first taxable year and there are no changes in the facts and/or the relevant provisions of current law, the Condominium will not be eligible to elect to be treated as a homeowners association under Section 528 of the Code for its first taxable year.

Absent the application of Section 528 of the Code, 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 Boards will 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, among other things, 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 Residential Common Charges should not be considered income earned by the Condominium with respect to the Residential Unit Owners. 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 (potentially including the Common Charges, among other things) and deductions and return filing requirements and would be subject to Federal corporate income tax. If the Condominium is treated as a partnership (assuming that the Condominium Board does not elect to be excluded from the application of the provisions of subchapter K pursuant to Treasury Regulation § 1.761-2), the partnership would not be subject to an entity level tax, the items of income (potentially including the Common Charges, among other things) 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.

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 Corporation Franchise

Tax. Further, in such event, the Condominium likely would be subject to the New York City Unincorporated Business Tax, unless it were eligible for and elected treatment under Section 528 of the Code as a homeowners association.

To ensure compliance with requirements imposed by the IRS in Circular 230, we hereby inform you that (i) any tax advice contained in this opinion is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties under the Code, (ii) any such tax advice is written to support the promotion or marketing of the transactions or matters addressed in this Opinion and the Plan, and (iii) each Unit Owner, each potential Unit Owner, the Sponsor and the Condominium should seek advice based on its particular circumstances from an independent tax advisor.

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, Stroock & Stroock & Lavan LLP, any of 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.

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,

STROOCK & STROOCK & LAVAN LLP

1673838v7

339-i OPINION

STROOCK

December 6, 2006

Battery Place Green, LLC
c/o Albanese Organization, Inc.
1050 Franklin Avenue
Garden City, New York 11530

Re: The Visionaire
70 Little West Street
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 Cooper Square Realty, Inc. 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 Cooper Square Realty, Inc.

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, Stroock & Stroock & Lavan 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.

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Battery Place Green, LLC
December 6, 2006
Page 2

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,

Stroock & Stroock & Lavan LLP

STROOCK & STROOCK & LAVAN LLP

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REAL ESTATE TAX OPINION

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October 30, 2006

Battery Place Green, LLC
c/o Albanese Organization, Inc.
1050 Franklin Avenue
Garden City, New York 11530

Re: The Visionaire
70 Little West Street
New York, New York
Manhattan Block 16 Lot 35
Battery Park City Site 3
Estimation of Real Estate Taxes
for the First Year of Operation

Gentlemen:

Pursuant to your request, we have reviewed the information that you have furnished to us regarding the construction of a new mixed-use condominium building ("the Project"). The condominium will be subject to a ground lease from Battery Park City Authority ("BPCA"). You have asked us to estimate the real estate tax liability applicable only to the residential, retail and commercial storage/garage components of the Project for the first year of condominium operation. While property owned by BPCA is exempt from real estate taxes under the law, Section 1981 of the Public Authorities Law, you have asked us to estimate the real estate tax liability for the first year of operation, as if the Project were fully taxable.

Real property tax assessments are subjective determinations made by individual assessors within the New York City Department of Finance. Accordingly, it is impossible to predict exactly what the assessed value of the above referenced property will be. However, it is possible to estimate an approximate assessed value of a property based upon an analysis of the factors

that influence market value, such as time, location, construction cost, neighborhood quality and economic trends.

Real Property Tax Law Section § 581 requires that the Department of Finance assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that cooperatives and condominiums are to be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of income utilizing rents imputed from comparable rental properties.

In estimating the assessed valuations herein, we therefore examined comparable rents from other newly constructed apartment buildings in the area of the Project. In addition, we have also studied the assessed valuations of newly constructed residential buildings in the area comparable to the Project upon completion. These comparable assessment studies have enabled us to ascertain the current assessing policies of the City of New York with regard to newly constructed residential buildings. However, there are no assurances that these policies will remain unchanged, or that the indicators of market value will be adjusted prior to the completion of the referenced project, resulting in an assessment differing from the estimate contained herein.

In deriving our projected valuations, we used the income approach to value using the aforementioned rents and leases as our guide to the income. However, all prospective purchasers are advised that although our estimate of the property's assessed valuation is a good faith estimate; the assessment when actually made may be less or greater than as estimated herein.

You have advised us of, and confirmed, the following facts regarding this project:

1. The subject property is a 35,352 square foot parcel currently designated as Site 3 in Battery Park City. The property is bordered by Battery Place, Second Place, Little West Street and Third Place and is identified as Block 16, Lot 35 on the tax maps of the City of New York.

2. You propose to erect a new mixed use 33 story tower containing approximately 251 residential dwelling units, 5 commercial units, 126 storage bins to be licensed to Unit Owners, a fitness center, children's playroom, pool and garage. The residential portion of the Project will have a residential gross floor area of approximately 402,264 square feet which includes accessory uses and limited common elements such as lobby, mechanical rooms, elevator shafts, etc. The project will consist of one new mixed use multiple dwelling which will be developed and owned as a condominium which will contain a residential component, a retail component, a garage/commercial storage component and a miscellaneous storage/warehouse component, which will not be within the scope of this opinion letter and is excluded from all valuation and opinion rendered herein. The residential component of the Project will contain 251 residential dwellings with 402,264 gross square feet. The retail component of the project will contain 2 retail units for a total of **4,256** square feet. The garage/commercial storage component of the property will contain 2 units with a total of **18,748** square feet which includes accessory uses. The miscellaneous storage/warehouse component of the Project, which will be transferred to the Battery Park City Authority, will contain 42,835 square feet. This miscellaneous storage/warehouse component is not included in the scope of our valuation and opinion rendered herein.

3. You have advised that the first year of condominium operation, as set forth in the Offering Plan, is expected to run from August 1, 2008 through July 31, 2009.

4. The 251 residential units, the retail units and the garage/commercial storage units will each be given individual tax lot designations.

5. The condominium is subject to a ground lease from Battery Park City Authority that commenced on August 17, 2006 and will expire on June 17, 2069.

6. Construction of the condominium commenced in August 2006 and the first Temporary Certificate of Occupancy is expected to be issued in August 2008. Completion of construction is expected to be in December 2008.

Discussion

The first year of condominium operation, as set forth above, is anticipated to run from August 1, 2008 through July 31, 2009. The real estate taxes for the first year of operation will therefore consist of real estate taxes based on the final 11 months of the 2008/09 tax year (running from July 1, 2008 through June 30, 2009) and the first month of the 2009/10 tax year (running from July 1, 2009 through June 30, 2010).

Estimated Real Estate Taxes During Construction (Tax Year 2007/08)

Pursuant to Section 11-209 of the New York City Administrative Code, properties in the course of construction as of the January 5 taxable status date and not ready for occupancy by the following April 15, are entitled to a "progress assessment" wherein only the land is to be assessed for real estate taxes. Inasmuch as construction commenced in August 2006, prior to the January 5, 2007 taxable status date for the 2007/08 tax year, and the condominium building will not be ready for occupancy by April 15, 2007, the 2007/08 assessed valuation will be a land only progress assessment. For the purposes of this analysis, we have considered the land assessments for the current tentative 2006/07 assessment roll in projecting the progress assessment for tax year 2007/08.

The land only assessments for 2006/07 are as follows:

Actual:	$8,235,000
Transitional:	$6,984,000

We have applied the current tax class 2 tax rate for 2006/07 of 12.396% to an estimated 2007/08 actual land only assessment at $8,695,000 and transitional land only assessment of $7,508,000, to arrive at an estimated total 2007/08 tax liability of $930,692 for the Project, if the Project were fully taxable.

2008/2009 Tax Year
(Estimated Interim Valuation before completion of construction)

As construction will not be completed prior to the January 5, 2008 taxable status date for the 2008/09 tax year, the 2008/09 assessed valuation will not reflect a completed building. The completed building will first be reflected on the assessment roll for the 2009/10 tax year. After consideration of all relevant factors, we have estimated an assessed valuation of approximately $115 per square foot for the 402,264 square foot residential component of the Project upon completion of construction in 2009/10. The estimated assessed valuation of the completed residential component of the Project is $46,260,360. We have estimated that for tax assessment purposes, the assessors will deem construction of the Project to be approximately 65% completed on January 5, 2008. We therefore estimate that the Actual Assessed Value of the residential component of the Project for tax year 2008/09 will be approximately $30,069,234 and the Transitional Assessed Value will be approximately **$29,423,940**.

We estimate that the **4,256** square foot retail component of the Project will have an assessed valuation of approximately $100 per square foot upon completion of construction in 2009/10. The estimated assessed valuation of the completed retail component of the Project is **$425,600**. We estimate that the Actual Assessed Value of the retail component of the Project for tax year 2008/09 (65% completion) will be approximately **$276,640** and the Transitional Assessed Value will be approximately **$270,703**.

We estimate that the **18,748** square foot garage/commercial storage component of the Project will have an assessed valuation of $45 per square foot upon completion of construction in tax year 2009/10. The estimated assessed valuation of the completed garage/commercial storage component of the Project in tax year 2009/10 is **$843,660**. We estimate that the Actual Assessed Value of the garage/commercial storage component of the Project for tax year 2008/09 (65% completion) will be approximately **$548,379** and the Transitional Assessed Value will be approximately **$536,610**.

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Taxes payable during tax year 2008/09 by all three components of the Project, if the Project were fully taxable, are estimated as follows:

Est. Billable Assessed Valuation (Residential Component)	**$29,423,940**
Est. Taxes Payable @ 12.396%	**$3,647,391**
Est. Billable Assessed Valuation (Retail Component)	**$270,703**
Est. Taxes Payable @ 11.306%	**$30,605**
Est. Billable Assessed Valuation (Garage/Commercial Storage Component)	**$ 536,610**
Est. Taxes Payable @ 11.306%	**$ 60,669**

Est. Taxes payable by all three components of the Project for tax year 2008/09 are estimated to be **$3,738,665.**

Prospective purchasers are once again advised that the 2008/09 valuation estimates provided herein reflect projected interim valuations for the tax year prior to completion of construction of the Project. As the 2009/10 assessed valuations will reflect a completed and occupied building, both the assessed valuations and taxes payable, if the Project were fully taxable, for each component will be higher than the respective valuations and taxes for the 2009/10 tax year.

2009/2010 Tax Year
(Estimated Valuation after completion of construction)

Est. Billable Assessed Valuation (Residential Component)	**$45,993,678**
Est. Taxes Payable @ 12.396%	**$5,701,376**
Est. Billable Assessed Valuation (Retail Component)	**$423,146**
Est. Taxes Payable @ 11.306%	**$47,840**
Est. Billable Assessed Valuation (Garage/Commercial Storage Component)	**$838,796**

Est. Taxes Payable @ 11.306% **$ 94,834**

Est. Taxes payable by all three components are projected to be **$5,844,050**

First Year of Condominium Operation (August 1, 2008-July 31, 2009)

The real estate taxes for the first year of operation will include real estate taxes based on the final 11 months of the 2008/09 tax year (running from July 1, 2008 through June 30, 2009) and the first month of the 2009/10 tax year (running from July 1, 2009 through June 30, 2010).

Est. tax liability for the residential component	=	**$3,818,556**[1]
Est. tax liability for the retail component	=	**$ 32,042**[2]
Est. tax liability for the garage/commercial storage component	=	**$ 63,516**[3]

Est. Taxes payable by all three components are projected to be **$3,914,114.**

Payments in Lieu of Taxes ("PILOT")

For each tax fiscal year or part thereof during the term of the lease, PILOT shall be payable by the Condominium Board of Managers, on behalf of all unit owners, in an annual amount equal to the greater of (1) the real property taxes assessed against the Property which would otherwise be payable if the Property was not exempt by reason of ownership by Battery Park City Authority or (2) the Minimum PILOT.

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[1] **[$3,647,391** x 11/12 =**$3,343,441** (Tax Year 2008/09)] + [**$5,701,376** x 1/12 = **$475,115** (Tax Year 2009/10)] = **$3,818,556**

[2] **[$30,605** x 11/12 = **$28,055** (Tax Year 2008/09)] + **[$47,840** x 1/12 = **$3,987** (Tax Year 2009/10)] = **$32,042**

[3] **[$60,669** x 11/12 = **$55,613** (Tax Year 2008/09)] + **[$94,834** x 1/12 = **$7,903** (Tax Year 2009/100] =**$63,516**

The lease establishes a Minimum PILOT for each of the first 25 tax years of the lease period. You have informed us that the lease commenced on August 17, 2006 and that the first tax year of the lease period shall extend from August 17, 2006-June 30, 2008. The second tax year of the lease period shall be from July 1, 2008-June 30, 2009 and the third tax year of the lease period shall extend from July 1, 2009-June 30, 2010.

We have projected real estate taxes for the first 3 tax years of the lease period in which the Minimum PILOT will be in effect. In each of these 3 tax years, we have projected that real estate taxes for the mixed-use condominium will exceed the Minimum PILOT and therefore the estimated real estate tax figures will be paid by the condominium. Minimum PILOT is $598,489, $797,985 and $2,488,507, respectively, for the first, second and third tax years.

We have provided estimates of the 2008/09 and 2009/2010 assessed values and resulting real estate taxes are for the entire residential portion of the building. Upon conversion to condominium ownership, the individual residential units, will thereafter be apportioned by the Department of Finance into individual tax lots with separate assessed values. It has been the general policy and practice of the New York City Department of Finance to apportion the assessed valuation of a condominium building among the various residential units contained in the building based upon either 1) the relative projected sales prices contained within the sponsor's Offering Plan or 2) percentage interest in common elements or 3) a combination of the two foregoing approaches. There are no assurances that the Department of Finance's apportionment policy will remain unchanged, or that other methods or factors may not be used in determining the assessments of the individual units. Differing methods adopted by the Department of Finance can result in different allocations of the overall assessed value amongst the individual units.

In deriving our assessed valuation projections, we have studied the assessed valuations of similar recently constructed buildings, in the vicinity of the Project and also throughout Manhattan. In addition, we have also examined market residential rents and have made value estimates based upon the income capitalization method of valuation. Our projections are based on our reconciliation of the income approach to value with the comparable assessment studies. The comparable assessment studies generally indicate that the City's assessments of newly constructed residential condominiums are often lower than what would normally be indicated by capitalization of imputed income utilizing comparable market rents or what would be indicated by the cost approach to valuation. We therefore caution that if the Department of Finance were to base

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assessed valuations solely on the capitalization of residential rents at current market levels, or were to adopt the cost approach as its basis for valuation, the resulting assessments could be significantly higher than the values estimated herein.

The above projections are estimates and do not take into account any future increases in the level of assessed valuation applied to residential and commercial property or any increase in the real estate tax rate. The above opinion is based upon our understanding of the policies, procedures and practices of the New York City Department of Finance and is not intended to be a guarantee or assurance that the tax assessments or taxes herein listed will be attained. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties that the assessment and taxes will be determined as set forth herein. The foregoing analysis is based upon our experience with the Property Division of the New York City Department of Finance and the Tax Commission of the City of New York, and their assessment practices regarding newly constructed residential properties. Application of a particular approach to valuation by an individual assessor may yield a significantly different result.

No representation is made that the current policies and practices of the New York City Department of Finance will apply at the time the building is completed. You should be aware that the laws, regulations, policies and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or courts of competent jurisdiction.

This letter was prepared at the sponsor's request. The figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. No government agency has passed upon these figures or estimates contained in the Offering Plan, and offer no warranties on real estate taxes for any period.

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

Very truly yours,

Marcus & Pollack LLP

By: Robert Pollack
Robert M. Pollack

RMP/ak

WORKING CAPITAL FUND AND APPORTIONMENTS

The Purchaser of each Residential Unit shall be required to make a contribution at the Closing of such Unit Owner's Unit(s) to the Working Capital Fund of the Residential Section (the "Working Capital Fund"). Such contribution shall be in an amount equal to one (1) month's Residential Common Charges in effect for such Unit(s). No separate reserve fund is being established for the Condominium.

At the First Closing, Sponsor will apportion with the appropriate Boards 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, uniforms 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 Common Elements 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.

Adjustments for prepaid expenses between Sponsor and the Board(s), if any, may be deducted from the Working Capital Fund. If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable or there are insufficient funds in the Working Capital Fund, 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 Residential Board and may be augmented by

allocations from the monthly Residential Common Charges collected from each Residential Unit.

The Residential 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. There is no minimum amount set for the Working Capital Fund regardless of the amount of adjustments. 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, a Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the Lease and 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.

RESERVE FUND

No reserve fund for capital expenditures has been established for the Condominium. The contingency fund reflected in Schedule B is not intended and is not 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 monthly Common Charges or institutive a special assessment of Common Charges.

MANAGEMENT AGREEMENT

The Condominium Board will enter into a management agreement (the "Management Agreement") with Cooper Square Realty, Inc. having an address at 6 East 43rd Street, 14th Floor, New York, New York 10017 (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 three years commencing on the First Closing and thereafter, if not otherwise terminated by the Condominium Board for one year periods until terminated. This agreement may be terminated at the option of either party at the end of any calendar month upon not less than sixty (60) days' prior written notice from one party to the other. If the Condominium Board shall unreasonably refuse to comply with or abide by any proper rule, order, determination, ordinance or Law of any federal, state or municipal authority having jurisdiction or asserting jurisdiction, the Managing Agent may terminate the management agreement at any time on ten (10) days' prior notice in writing to the Condominium. The Managing Agent may otherwise terminate the Agreement on thirty (30) days' prior written notice to the Condominium.

The Managing Agent will receive an annual fee of $125,000.00 during the first year of condominium operation, payable in equal monthly installments. The annual fee will increase to $130,000.00 during the second year and $135,000.00 during the third year of condominium operation. 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) for the processing of purchase or lease applications, Managing Agent may charge Residential Unit Owners who make application to lease their Unit or to transfer their Unit, or the applicants, a processing fee in the sum of $700.00, which fee may be increased to cover the costs of additional or special credit reports in the event they are required and photocopy costs, if any; (ii) if requested by any Residential Unit Owner, for the coordination and assistance with financing or refinancing of residential mortgages, Managing Agent may charge Unit Owners who finance or refinance their Unit or purchasers obtaining financing on acquisition, a fee in the sum of $300.00, which fee may be increased if the mortgagee requires extensive documentation regarding the Building and/or its finances; (iii) for the processing of lease renewals, Managing Agent may charge Unit Owners who make application to renew or extend leases with the same tenant, a processing fee in the sum of $300.00; (iv) for other services related to the transfer of Units, Managing Agent shall be entitled to charge Unit Owners reasonable fees in accordance with Managing Agent's standard transfer fee schedule, which fees shall be subject to approval of the Condominium, which approval shall not be unreasonably withheld; and (v) for the preparation, distribution and processing of required forms and filings, the Condominium Board shall pay Managing Agent the following fees: Window Guard Notification $6.00 per apartment, Fire Safety Plan $11.00 per apartment; Lead Paint Notification $12.00 per apartment, Tax Abatement Credits $4.50 per apartment (these fees have been waived for the first three years of the Condominium's operation). In addition, refundable fees for move-ins may be required of each Purchaser or tenant. Such fees may be retained by the Condominium Board in the event a Purchaser, tenant or their managing 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 Condominium Board shall reimburse the Managing Agent for all reasonable out of pocket expenses incurred by Managing Agent in the performance of its duties under the Management Agreement including, but not limited to, messenger expenses and storage charges for the Condominium Board's documents and filing fees.

The duties and services to be rendered by the Managing Agent include, among others:

(1) Provide routine supervision of all persons necessary to be employed in order to properly maintain and operate the Building, who, in each instance shall be the Condominium Board's and not the Managing Agent's employees, and any and all decisions as to hiring, firing and disciplinary actions and terms and conditions of employment shall be made by the Condominium Board with such consultation with Managing Agent as Condominium Board deems appropriate. Managing Agent shall promptly implement all decisions of Condominium Board. It is expressly understood and agreed that all employees are in the employ of the Condominium Board, solely and not in the employ of Managing Agent and that Managing Agent is in no way liable to such employees for their wages or compensation or to the Owner, or others, for any act or omission on the part of such employees.

(2) Through the use of the Condominium Board's employees and independent contractors retained on behalf of the Condominium Board, cause the Building to be maintained in such condition as may be deemed advisable by the Condominium Board, including interior and exterior cleaning, and cause repairs and alterations of the Building to be made including, but not limited to, electrical, plumbing, steam fitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in the Management Agreement or in any Condominium documents or other agreement with any Unit Owner or other tenant. Ordinary repairs or alterations involving an expenditure of over $2,500 for any one item shall be made only with the approval of the Condominium Board, but emergency repairs, i.e., those immediately necessary for the preservation of the Building or for the safety of the Unit Owners, the occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building, may be made by the Managing Agent irrespective of the cost thereof, without the prior approval of the Condominium Board, after consultation, to the extent feasible considering the nature of the emergency, with the president, vice president or treasurer of the Condominium Board (in the order given). Agent shall notify Owner of any emergency repairs promptly after such emergency. If the Condominium Board undertakes any capital improvement, major repair or extensive reconstruction or rehabilitation of the Building (a "Major Project"), the Managing Agent shall be responsible for seeing that the work is done with as little interference or interruption of Building services as possible, and shall be responsible for seeing that all reasonable precautions are taken to preserve and protect the Building and the property of the Unit Owners and the occupants of the Building. In addition, if the cost of a Major Project is in excess of

$100,000, the Managing Agent shall not be required to perform supervisory or project management responsibilities for such Major Project except under the provisions of a separate instrument setting forth the Managing Agent's obligations and compensation relating thereto.

(3) Recommend and, with the approval of the Condominium Board, cause all such acts and things to be done in or about the Building as shall be necessary or desirable to comply with any laws, statutes, ordinances, rules, orders or violations affecting the Building, as a result of any action by any federal, state, or municipal authority having jurisdiction there over, or any order of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body (collectively, the "laws"), except that if failure promptly to comply with the laws would or might expose the Condominium Board or the Managing Agent to liability, the Managing Agent may cause such order or violation to be complied with without prior approval of Condominium Board, after consultation to the extent feasible considering the nature of the potential liability, with the president, vice-president or treasurer of the Condominium Board (in the order given). The Managing Agent shall notify the Condominium Board promptly after receipt of any order or violation of the laws, as aforesaid. The Condominium Board shall be responsible for the cost of complying with any order that may be issued in respect of the Building. Notwithstanding anything contained in the Management Agreement to the contrary, the Condominium Board will acknowledge that in no event shall the Managing Agent be liable for the failure of the Condominium Board, the Unit Owners and occupants of the Building to comply with the laws, the corporate documents, or the house rules. Notwithstanding anything to the contrary contained in the Management Agreement, Managing Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Condominium Board regarding the interpretation or application of the laws, corporate documents or house rules.

(4) Enter into contracts on behalf of the Condominium Board for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, security services, vermin extermination, other essential services, or such of them as shall be advisable, but any such contract having a term longer than one (1) year or requiring annual payments in excess of $2,500 must be authorized by an officer of the Condominium Board.

(5) On behalf of the Condominium Board, purchase all supplies as shall be necessary to properly maintain and operate the Building; make all such contracts and purchases either in the Condominium Board's name or the Managing Agent's; and credit to the Condominium Board any discounts or commissions (other than insurance commissions) obtained for purchases or otherwise.

(6) Advise the Condominium Board, in conjunction with an insurance broker, with respect to proper insurance coverage for the Condominium, the Building, the building services employees and occupants of the Building; if requested by the Condominium Board, cause to be effected and/or maintained, in such amounts and through such carriers as the Condominium Board shall designate or approve, fire,

rent, plate glass, boiler, water damage, liability, workers' compensation, disability and any other insurance the Condominium Board may elect to carry; and to cooperate with any independent insurance broker or consultant that the Condominium Board may designate or approve and engage for the purpose of effecting insurance and protecting its interests with respect thereto.

(7) Check all bills received for services, work, and supplies ordered in connection with maintaining and operating the Building; pay or cause to be paid all such bills, as well as payroll, payroll taxes, union dues, ground rent (if any), mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, utilities, insurance premiums, monthly contracted charges, income taxes and governmental charges assessed against the Condominium Board or the Building as and when the same shall become due and payable, provided that the Condominium's operating account has sufficient funds to meet such obligations.

(8) Bill or cause to be billed, Unit Owners for Common Charges or other charges; use commercially reasonable efforts to collect such Common Charges and other charges; and, when and if directed by the Condominium Board, at the Condominium's sole cost and expense, engage an attorney, approved by Condominium Board, to (i) serve notice upon Unit Owners, tenants or sub-tenants to quit and surrender space occupied by them (ii) sue for Common Charges, rent and other charges, which may at any time be or become due to the Owner from any Unit Owners, tenant or sub-tenant in respect of space in the Building, and (iii) institute such other appropriate proceedings to recover possession of such space. For services rendered by Managing Agent as a witness or expert witness on behalf of the Condominium and at Condominium Board's request, or if subpoenaed in person by any litigant, in any arbitration, discovery proceeding (deposition) or court proceeding, by reason of Managing Agent's role as Managing Agent of the Building (a "court appearance"), Managing Agent shall be entitled to a fee of $85.00 per hour for each hour expended by a representative of Managing Agent in a court appearance. In connection with any court proceeding or arbitration, or in response to any subpoena, Managing Agent shall be entitled to a fee of $85.00 per hour expended in document production in excess of four hours for any one proceeding. The Managing Agent agrees to collect, deposit, maintain and disburse security deposits in accordance with the terms of each lease or security agreement. To the extent any such security deposits are required to be placed in an interest bearing account, the Managing Agent shall arrange for deposit in such an account and for such interest to be paid to tenants. The Managing Agent shall comply, with all applicable state or local laws concerning the responsibility for security deposits and interest, if any.

(9) Consider and, when reasonable, attend to complaints of the Unit Owners and lawful tenants and occupants. Managing Agent shall keep a log of all material complaints. If the Managing Agent shall deem any such complaint unreasonable, it shall advise the Owner of the complaint and the reason for its opinion that the complaint is unreasonable.

(10) The Managing Agent shall not be entitled to any brokerage commissions from the Condominium Board, and the Condominium Board shall not be liable to Managing Agent, for the sale of any Unit owned by a Unit Owner and sold by such Unit Owner or for the lease of any Unit by such Unit Owner unless such Unit Owner shall directly engage the services of Managing Agent as broker. The Managing Agent may notify the Unit Owners of its willingness to act as broker on their behalf.

(11) Cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to employment of Building employees and maintenance and operation of the Building required by any federal, state or municipal authority. Managing Agent, at Owner's expense, shall arrange for the preparation and filing of payroll and payroll related forms with a third-party payroll service company.

(12) Not later than the fifteenth day of each month, render or cause to be rendered regular monthly statements, supported by disbursement vouchers, to the Condominium Board, detailing the amounts collected during the previous month and disbursements made on behalf of and for the account of the Condominium Board, but only one such copy need be supported by disbursement vouchers. A copy of each such monthly statement shall be sent by the Managing Agent to the President and Treasurer of the Condominium Board.

(13) Set up and keep in good order a separate, accurate income and operating expense statement (other than books of account maintained by the Condominium's accountants) and maintain orderly files containing rent records, insurance policies, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Building or the operation thereof. In the event that Condominium Board notifies Managing Agent of any error in bookkeeping, billing or payment of expenses, Managing Agent shall use its best efforts to correct such error immediately.

(14) Cooperate with the Condominium's accountants in performing the annual audit of the books of account of the Condominium, including the annual report of the operations of the Condominium for the year then ended. A copy of each such annual report after receipt from accountant shall be sent by the Managing Agent to each Unit Owner.

(15) Cooperate with the Condominium's accountants in their preparation and filing on behalf of the Condominium of federal, state, city and any other income and other tax returns required by any governmental authority.

(16) Assist the Board of Managers, the Residential Board and the Commercial Board in preparing an operating budget prior to the end of each fiscal year of the Condominium, setting forth the anticipated income and expenses for the Condominium for the ensuing year. The Managing Agent shall deliver its proposed draft of such budget(s) along with a comparison of said budget to the income and expenses of the preceding and current years, and any required explanations with

respect thereto no later than two months prior to the end of each fiscal year of Condominium.

(17) If requested by the a Board, arrange a suitable place at its offices for meetings of such Boards and a suitable place for annual meetings of Unit Owners; and send notices to directors and Unit Owners, prepare agendas for, and cause the Building Manager or other senior executive to be a representative of its organization to attend, the annual meeting of the Unit Owners and meetings of the Boards. Managing Agent shall maintain a record of the minutes of such meetings, which shall be prepared by a representative of the Condominium unless Managing Agent is specifically authorized to do so. Only if requested by the Condominium or a Board, cause an administrative assistant to attend a board meeting if detailed transcription of minutes is requested. Agent shall provide administrative assistance as reasonably needed to keep attendance and count proxies and ballots at the annual meeting and any special meeting of Unit Owners. The Condominium shall reimburse Agent at the rate of $100 per meeting plus transportation costs for each administrative assistant who attends such meetings.

(18) Prepare, type, and send out all letters and reports as the Boards may request. In addition, at the Condominium's request and expense, Managing Agent shall coordinate the production and distribution of periodic newsletters to the Unit Owners. An affiliate of Managing Agent is available to prepare and produce newsletters with the Condominium Board's advance approval. The Condominium shall reimburse Managing Agent for its direct expenses for all photocopies, postage, courier and messenger costs, and long distance telephone costs.

(19) If requested by the Condominium Board, coordinate and assist in the processing and negotiation of insurance claims for losses sustained by the Condominium or the Building. Such services shall be performed at no additional fee to the Condominium. Managing Agent shall not settle any insurance claim without the consent of the Condominium Board.

(20) If requested by Condominium, act as the Condominium's mortgage broker to procure a new mortgage, refinance an existing mortgage or obtain unsecured financing for Condominium. For any such loan procured through the efforts of Managing Agent, Condominium shall pay Managing Agent, upon the closing of the mortgage or loan, a loan coordination fee equal to one percent (1%) of the principal amount of the mortgage or loan except if the loan is a refinancing of a mortgage with an existing mortgagee or lender, the Condominium Board shall pay Managing Agent upon such refinancing a loan coordination fee equal to one-half of one percent (1/2%) of the principal amount of the loan. In the event Managing Agent is not requested to serve as Condominium's mortgage broker on any mortgage, loan, or refinance, Managing Agent shall cooperate in its role as Managing Agent, making all relevant documents and information available to any party authorized by the Condominium to act on its behalf in obtaining and negotiating such mortgage, loan or refinance. For Managing Agent's services in preparing and coordinating such information, the Condominium shall pay Managing Agent a loan coordination fee at

a rate of $85.00 per hour. This preparation fee shall not be payable if Managing Agent earns a commission in connection with the mortgage, loan or refinance.

(21) Accept applications and references from all prospective Residential Unit Owners, tenants of Residential Unit Owners whose transfer is subject to the right of first refusal by the Condominium Board, obtain credit reports relating to such prospective Residential Unit Owners and tenants of Residential Unit Owners; obtain from Residential Unit Owners proposing to sell their Residential Units ("Apartment Sale") such record searches as Unit Owners may require, and submit same to Unit Owners; including the preparation of all necessary documents required for approval and the scheduling of interviews, if any. Managing Agent shall cooperate with Unit Owner's counsel when required. Managing Agent is authorized to utilize an outside service to assist in processing these applications. Coordinate through the building services employees at the Building the scheduling of the moving in and out of Unit Owners, tenants and subtenants so that there will be a minimum of disturbance to the operation of the Building and of inconvenience to other Unit Owners, tenants or sub-tenants. Accept applications from Residential Unit Owners for approval to perform alterations to their Residential Units, including (i) obtaining copies of the plans for the alterations; (ii) if directed by the Condominium Board, and at the expense of the Residential Unit Owner, engage an architect, engineer or other professional (including if approved by Condominium Board, an affiliate of Managing Agent), to review the plans on behalf of the Condominium Board, provide recommendations on feasibility of such plans, and supervise the work for conformance to the approved plans; (iii) obtain a signed alteration agreement on a form approved by Condominium Board; and (iv) after consent by Condominium Board to an alteration, coordinate the work through the building services employees at the building so that there will be minimum disturbance to the operation of the Building and minimum inconvenience to other Unit Owners, tenants or sub-tenants. Managing Agent may charge Residential Unit Owners for processing such requests a fee in the amount of $300.00 for regular alterations and $1,000.00 for major alterations. For the purposes of the Management Agreement a major alteration shall be any alteration that requires the Residential Unit Owner obtain a building permit prior to commencing the work in the Residential Unit.

(22) Cooperate with the Condominium Board's tax certiorari attorneys with respect to (i) ascertaining the tentative assessed valuations of the land on which the Building is located and the assessment of the Building, (ii) in notifying Condominium Board of such assessments, and (iii) in the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the City of New York. If the Condominium Board shall not have any regular attorneys, at the request of the Condominium Board and subject to its approval, retain special counsel (at the Condominium's expense) to prepare such application (with the Managing Agent's cooperation) and to institute tax certiorari proceedings.

(23) Generally, do all things reasonably deemed necessary or desirable by the Board of Managers of the Condominium for the proper management of the Building. However, in the event other services are required that are not generally within the scope of the services enumerated above (e.g. without limitation, compliance with a new administrative or filing requirement), Managing Agent shall be entitled to additional compensation from the Condominium for performing such services, as the Condominium Board and Managing Agent shall mutually agree.

(24) Managing Agent shall have the authority, subject to Condominium Board's prior approval, to prepare and secure signs to the Building with Managing Agent's name thereon.

(25) Managing Agent has developed a proprietary communications program, Cooper Square Connect, to facilitate its providing the management services described in this Agreement. Certain of these services are fundamental to the services provided by Managing Agent ("basic level"), and shall be utilized by Managing Agent in its discretion in the management of the Building. Certain additional services are available to the Condominium Board , at the Condominium Board's option ("enhanced level") and in accordance with the provisions of Article Seventh (g) of the Management Agreement. It is expressly understood that Cooper Square Connect is the property of Managing Agent and may not be copied, duplicated or otherwise initiated without the express written consent of Managing Agent. Upon the expiration or termination of the Management Agreement, Managing Agent shall turn over to the Condominium Board all the data contained in the Cooper Square Connect program, but the Condominium Board shall have no right to use of such program. Managing Agent makes no representation regarding the usability of such data after termination.

The Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the Management Agreement or at the instructions of the Board, provided however, any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct.

The Management Agreement cannot be assigned without the written consent of the Condominium Board and the Managing Agent, except that the Managing Agent may assign the Management Agreement to an entity in which one or more of the principals are also principals of the Managing Agent.

Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the Management Agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor.

Under the terms of the Lease, the Condominium Board is required to enforce, at the sole cost and expense of the Unit Owners, the duties and obligations of the Managing Agent under the Management Agreement, whether or not such duties and obligations are for the primary benefit of the Condominium Board or Landlord. The Managing Agent's failure to perform its

duties under the Management Agreement does not excuse the Condominium Board from any of its obligations under the Lease. BPCA is a third party beneficiary of the Management Agreement in accordance with the terms of the Lease.

A copy of the Management Agreement is set forth in its entirety in Part II of the Plan.

IDENTITY OF PARTIES

Sponsor

Sponsor is Battery Place Green, LLC, a New York limited liability company with an office at c/o Albanese Organization, Inc., 1050 Franklin Avenue, Garden City, New York, 11530 formed on August 4, 2005.

The members of Sponsor are Albanese Battery Place, LLC, a New York limited liability company with an office at c/o Albanese Organization Inc., 1050 Franklin Avenue, Garden City, New York, 11530 and VII Battery Place Holdings, L.L.C., a New York limited liability company with an office c/o Starwood Capital Group Global L.L.C., 591 West Putnam Avenue, Greenwich, Connecticut 06830. VII Battery Place Holdings L.L.C., the 90% member in Battery Place Green, LLC, is indirectly wholly owned by Starwood U.S. Opportunity Fund VII D-2, L.P., Starwood Global Opportunity Fund VII - A, L.P., Starwood Global Opportunity Fund VII - B, L.P. and Starwood U.S. Opportunity Fund VII - D, L.P. (collectively, the "SOF Entities"). The SOF Entities are owned by a group of passive investors in blind pool opportunity funds and by SOF-VII Management, L.L.C., the general partner of each. SOF-VII Management, L.L.C is owned and controlled by Starwood Capital Group Global L.L.C. Purchasers should note that Starwood Capital Group Global, L.L.C. is not affiliated in any way and is separate and distinct from Starwood Hotels & Resorts Worldwide, Inc.

The principals of Sponsor are Russell C. Albanese and Christopher V. Albanese, whom both serve as managers to Albanese Battery Place, LLC and Dwight Ian Arnesen who is a Managing Director of Starwood Capital Group Global L.L.C. Each of Sponsor's principals has been involved in ownership, management and sale of real estate for a number of years.

The principals of Sponsor have not been involved in any condominium or cooperative offering plans for the last five years and do not own ten (10%) percent or more of the unsold units or unsold shares in any building.

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 fifteen (15) years prior to the submission of this Plan.

Selling Agent

The Selling Agent for this offering is The Marketing Directors, Inc., having an address at 750 Lexington Avenue, 18th Floor, New York, New York. The principals of the Selling Agent are not affiliated with Sponsor or its principals. The principals of the Selling Agent have been involved in the sale of interval ownership offerings and condominiums in Manhattan for a number of years.

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

Cooper Square Realty, Inc. having an address at 6 East 43rd Street, 14th Floor, New York, New York 10007 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. The Managing Agent has been engaged in the development ownership, operation and management of New York City residential properties for a number of years.

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.

A list of properties which have been managed by the Managing Agent include: One Morton Square Condominium, One Morton Square, New York, NY; The One Lincoln Square Condominium, 150 Columbus Avenue, New York, NY, The Cove Club Condominium, 2 South End Avenue, New York, NY.

Attorneys for Sponsor

Sponsor has retained the law firm of Stroock & Stroock & Lavan LLP, having an office at 180 Maiden Lane, New York, New York 10038 to represent it in connection with the Plan. Stroock & Stroock & Lavan LLP prepared the Plan, the Declaration, the By-Laws and the forms of Agreement, Residential Unit Deed and Power of Attorney and has also rendered an opinion with respect to the availability of income tax deductions to Purchasers of Residential Units, represented it in connection with its application for PILOT purposes and compliance with Section 339-i of the RPL. Michel Evanusa, Esq. had principal responsibility for the preparation of the Plan.

Albanese & Albanese LLP, having an office at 1050 Franklin Avenue, 5th Floor, Garden City, New York 11530 will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Unit Closings.

Sponsor has retained Marcus & Pollack LLP, having an office at 708 Third Avenue, 11th Floor, New York, New York 10017 to represent it in connection with the estimated valuation of the Property for real estate tax purposes.

Sponsor's Architects/Engineers

The architect for the Building who also prepared the Description of Property in Part II of the Plan is SLCE Architects LLP, having an office at 841 Broadway, New York, New York 10003, a firm that has been in business nearly sixty five (65) years and has had extensive experience in residential design in New York City.

The design architect for the Building is Pelli Clarke Pelli Architects, having an office at 322 Eight Avenue, New York, NY 10001 which has had extensive experience in residential design and overall planning.

Cosentini Associates, having an office at Two Pennsylvania Plaza, Third Floor, New York, New York 10121 is the mechanical, electrical and plumbing engineer for the Building.

DeSimone Consulting Engineers PLLC, having an office at 20 Waterside Plaza, Level C, New York, New York 10010 is the structural engineer for the Building.

Except as set forth hereinabove, none of the aforementioned architects/engineers are owned by or affiliated with Sponsor or any principal of Sponsor.

Sponsor's Energy Expert

Cosentini Associates, having an address at Two Pennsylvania Plaza, Third Floor, New York, New York 10121, prepared the estimates of energy usage by individual Residential Unit Owners and Commercial Unit Owners set forth in Part I of the Plan. Cosentini Associates is not owned by or affiliated with Sponsor or any principal of Sponsor.

Sponsor's Condominium Expert

Cooper Square Realty, Inc. having an address at 6 East 43rd Street, 14th Floor, New York, New York 10007, 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 and the adequacy of the Common Charges payable by the Commercial Unit Owners and Sponsor's compliance with Section 339-i of the RPL. Cooper Square Realty, Inc is not owned by or affiliated with Sponsor or any principal of Sponsor.

Service of Process

The Secretary of State of the State of New York has been designated to receive service of process for the principals of Sponsor who are not residents of New York State.

REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give Unit Owners annually:

(1) a financial statement of the Condominium prepared by a certified public accountant within four months after the end of each fiscal year, which statement shall be certified while the Sponsor is in control of the Condominium Board

(2) prior notice of the Annual Unit Owner's meeting; and

(3) a copy of the proposed annual budget of the Condominium delivered to Unit Owners at least five (5) days prior to the adoption thereof.

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 Unit 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 Agreement, form of Residential Unit Deed, form of 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. Sponsor will comply with applicable Law concerning the use of lead-based paint.

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 or Commercial 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 (including without limitation, parties purchasing from Purchasers) 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, 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 an 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 Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material amendment to the Plan that adversely affects the Purchasers, Sponsor must grant Purchasers the right of rescission and a reasonable period of time that is not less than fifteen (15) days after the date of presentation of said amendment to exercise the right. Escrow Agent shall promptly return any Deposit, together with any interest thereon, to Purchasers who rescind, except that Escrow Agent shall return to Sponsor the Deposit (and any interest thereon) of any Purchaser who is in default under the 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 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.

Sponsor makes no representations or warranties regarding building construction in the area of the Condominium or whether the existing structures in the area will remain. Accordingly, the views from Residential Units of the Building may be obstructed and/or adversely impacted. Purchasers are advised that adjacent parcels or buildings (including, but not limited to parcels, developments or buildings on the east side of Route 9A, also known as the West Side Highway) may be further developed and such development could adversely impact upon the views from a Residential Unit. Purchasers are advised that Site 2B, (as designated by BPCA), located across from the Property may be the future site of a women's museum. In addition, Purchasers are advised that construction is underway at the former site of the World Trade Center which will take several years to complete and other adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Residential Unit

Route 9A (West Side Highway) which is located immediately east of the Property is currently under construction. Current plans of the State of New York, Department of Transportation include, among other things, the creation of a pedestrian promenade between Little West Street and Route 9A. The pedestrian promenade would be adjacent to the Property. Purchasers are advised that there may be increased pedestrian traffic near the Condominium and/or ongoing construction as a result of the construction of the pedestrian promenade. No representation or warranty is made and no assurance is given as to whether such pedestrian promenade will be constructed and/or when such construction will commence or terminate.

The Property and the Building have not been the subject of any prior public offerings. Sponsor has previously tested the market pursuant to Cooperative Policy Statement No. 1, File No. CP-06-0038.

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.

PART II

THE VISIONAIRE

70 LITTLE WEST STREET

NEW YORK, NEW YORK 10280

EXHIBIT "1"

AGREEMENT

AGREEMENT

BATTERY PLACE GREEN, LLC

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

OF

THE VISIONAIRE
70 LITTLE WEST STREET
NEW YORK, NEW YORK 10280

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UNIT NUMBER(S) _____

OF

THE VISIONAIRE
70 LITTLE WEST STREET
NEW YORK, NEW YORK 10280

(to be executed in quintuplicate)

This option agreement (the "Agreement"), made as of the date on the signature page of the Agreement, between Battery Place Green, LLC, a New York limited liability company, having an office at c/o Albanese Organization, Inc., 1050 Franklin Avenue, Garden City, New York 11530 ("Sponsor"), and

_____, having an address at

_____ ("Purchaser").

W I T N E S S E T H:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for The Visionaire 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) business days prior to Purchaser's signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least three (3) business 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 leasehold condominium unit ("Unit") designated as Unit _____in the Declaration, together with the ____ percentage undivided interest in the General Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE.

4.1 The purchase price for the Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____ (the "Initial Deposit"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged; and

(b) $_____ (the "Additional Deposit"), due the earlier to occur of (i) _____, by check (which is six months after Sponsor delivers to Purchaser a countersigned copy of this Agreement) or (ii) fifteen days after Sponsor presents to Purchaser an amendment to the Plan declaring the Plan effective (but in no event later than the closing), subject to collection, (the Initial Deposit and the Additional Deposit are hereinafter referred to collectively as the "Deposit") ; 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 Unit 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 in writing by Sponsor. Checks for the Deposit shall be made payable to "Albanese & Albanese LLP, Escrow Agent." Checks for the balance of the Purchase Price shall be made payable by good certified check of Purchaser or official bank check to the direct order of "Battery Place Green, 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, without affording Purchaser a grace period to cure such default, and may institute an action against Purchaser for the collection of the Deposit 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. CLOSING OF TITLE.

5.1 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 notice served not less than thirty (30) days' prior to the scheduled date for closing. 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. In the event of such adjournment, a closing may be rescheduled by Sponsor upon 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.

5.2 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.

5.3 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 Unit Deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 5.1 hereof.

6. DELIVERY OF THE UNIT DEED AND UNIT POWER OF ATTORNEY.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a Unit Deed with covenant against grantor's acts conveying a leasehold condominium interest in the Unit to Purchaser. The Unit 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, (including the so-called "Mansion Tax", if applicable) 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.

6.2 At the closing of title and simultaneously with the delivery of the Unit Deed conveying the Unit to Purchaser, Purchaser shall execute, acknowledge and deliver a Power of Attorney to the Condominium Board, the Residential Board and/or the Commercial Board, as the case may be, and Sponsor substantially in the form set forth in Part II of the Plan.

6.3 The Unit Deed and Power of Attorney to the Condominium Board, Residential Board and/or the Commercial 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 Unit Deed shall be returned to Purchaser and the Power of Attorney shall be returned to the Managing Agent.

6.4 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.

7. LEASEHOLD TITLE. At the closing of title, Sponsor shall convey to Purchaser leasehold 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) Landsearch Abstracts, LLC, having an office at 57 Manhasset Avenue, Manhasset, New York 11030, Tel: 516-365-0635; Fax: 516-365-0397 as agent on behalf of First American Title Insurance Company of New York, Fidelity Title Insurance Company of New

York or Commonwealth Land Title Insurance Company (or such other title insurance company as Purchaser may utilize), is or would be willing, in a 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.

8. CLOSING ADJUSTMENTS.

8.1 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) PILOT 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.

8.2 If a Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of PILOT shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for PILOT assessments due after the delivery of the Unit 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 8.1(a) hereof shall be based upon the assessment for the Property and the portion of the PILOT allocated to the Unit in accordance with and as described in Part I of the Plan.

8.3 If Sponsor obtains a refund for PILOT 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) in proportion to the percentage of time during which each party hereto owned the Unit during the period covered by the refund or credit. The provisions of this subsection shall survive the closing of title.

8.4 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 or in the Plan.

8.5 Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection shall survive the closing.

9. 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.

10. CLOSING COSTS. In addition to those costs and adjustments described in Articles 8 and 9 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."

11. DEPOSIT. The Deposit made pursuant to this Agreement is subject to the requirements of Section 71-a(3) of the State of New York Lien Law (the provisions of which are set forth in Part II of the Plan and deemed incorporated herein by reference) and Sections 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Any Deposit 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 Deposit to Sponsor in the event Sponsor 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 Deposit, if any. Purchaser will be taxed accordingly on such interest.

12. 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.

13. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, the 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.

14. PURCHASER'S REPRESENTATIONS.

14.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at any time, such documents evidencing Purchaser's authority

as may be required by Purchaser's title company or Sponsor. Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals) character, general reputation, personal characteristics and mode of living prior to counter-executing this Agreement and in order to comply with the requirements of the Fair Credit Reporting Act, Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to retain a credit reporting agency to obtain such information.

14.2 Purchaser is not now, nor shall it be at any time prior to or at the Closing of Title, an individual, corporation, partnership, joint venture, trustee, limited liability company, incorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "US Person"), is prohibited from transacting business of the type contemplated by this agreement, whether such prohibition arises under United States Law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise). Neither Purchaser nor any person who owns an interest in Purchaser is now nor shall be at any time prior to or at the Closing of Title a Person with whom a U.S. Person, including a "Financial Institution" as defined in 31 U.S.C. 5312 (A)(Z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arise under United States Law, regulation, executive orders and lists published by the OFAC or otherwise.

14.3 Purchaser has taken, and shall continue to take until the Closing of Title, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the purchase price are derived: (i) from transaction that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA Patriot Act of 2001, pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C.. section 5311 et. Seq., the Trading with the Enemy Act, 50 U.S.C.. app. Section 1 et. Seq., the International Emergency Economic Powers Act, 50 U.S.C. section 1701 et. Seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to Prevention and Detection of Money Laundering in 18 U.S.C. sections 1956 and 1957.

14.4 The provisions of this article shall survive the closing of title to the Unit or termination of this Agreement.

15. DEFAULT BY PURCHASER.

15.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the Additional Deposit when due or the balance of the Purchase Price on the Closing Date designated by Sponsor; or

(ii) Purchaser's failure to duly complete and sign before a notary public and deliver at closing the Power of Attorney or the New York State and City transfer tax returns; or

(iii) If Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) If Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) If a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same; or

(viii) Purchaser's failure to pay any closing costs set forth in this Agreement or the Plan, on the Closing Date designated by Sponsor; or

(ix) The failure to pay, perform or observe any of Purchaser's other obligations hereunder.

15.2 TIME IS OF THE ESSENCE with regard to Purchaser's obligations to 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 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).

15.3 If Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date (a) the closing apportionments described in Section 8.1 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 the Unit on the rescheduled Closing Date.

16. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE.

16.1 The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter in certain limited cases set forth in the Plan (see the Section in the Plan entitled "Effective Date" for full details). Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

16.2 If the Plan is abandoned or Sponsor elects not to declare the Plan effective or if after being declared effective the Plan shall not be consummated for any reason, this Agreement shall be deemed canceled and all monies paid by Purchaser hereunder, shall be disbursed in accordance with the provisions of the Section entitled "Procedure to Purchase." After the monies are so disbursed, Purchaser and Sponsor shall have no claim against each other or the Selling Agent in connection with this Agreement or the Plan, and all of same shall be released and discharged from all liabilities and obligations hereunder and under the Plan.

17. SPONSOR'S INABILITY TO CONVEY THE UNIT. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, 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) the "punch list" items in the Unit (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit provided that Sponsor delivers a temporary Certificate of Occupancy for the Unit. The 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 Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Unit, and the fixtures and personality contained therein, up to the time of the transfer of title to the Unit in question. The Purchaser of a Unit shall have the right to inspect such Unit prior to the Closing Date. However, the failure of Sponsor to complete "punch list" type work shall not be a ground for Purchaser delaying the Closing provided that Sponsor agrees to complete such work promptly after Closing. Purchaser will receive at least five (5) business days notice that the Unit is available for inspection and Sponsor reserves the right to postpone and/or reschedule any scheduled inspections of the Unit upon one (1) business day's notice and Sponsor reserves the right to schedule additional inspections as Sponsor deems necessary or appropriate. If Purchaser fails to inspect the Unit within said period(s), 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 (f) 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 is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Without limiting the generality of the foregoing, Sponsor hereby disclaims any and all express or implied warranties as to view, light quality, sound, vibrations and/or odor transmission, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan will control. In no event will Sponsor be liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise).

Notwithstanding anything to the contrary contained in this Agreement Sponsor is providing a limited warranty to each Original Residential Unit Owner (as said term is defined in Sponsor's Limited Warranty) and the Construction Manager is providing an independent limited warranty to each Initial Unit Owner (as said term is defined in the Construction Manager's Limited Warranty Rider that is attached hereto as Exhibit G). See the Section entitled "Rights and Obligations of Sponsor" under the Subsection entitled "Sponsor's Obligations With Respect to the Building" in Part I of the Plan for further discussion and for the terms and provisions of Sponsor's Limited Warranty and see Exhibit G attached hereto for the terms and provisions of the Construction Manager's Limited Warranty. The provisions of this Paragraph shall survive Closing. Except as specifically set forth in the Sponsor's Limited Warranty and as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor", 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).

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, 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 Proportionate Rent and PILOT on the Unit, the right to any income tax deduction for any PILOT 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 such Purchaser's 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. The provisions of this Article shall survive the closing of title.

22. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title, Purchaser shall not 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 Selling Agent and [_____] (**collectively** the "Broker") **is [are]** the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the 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. If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement. For purposes of this Agreement, it is the intent of the part(ies) that the individuals controlling Purchaser shall be deemed to be _____. Any purported assignment by Purchaser in violation of this Agreement will constitute a default hereunder and will be voidable by 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 will be required to pay Sponsor's attorneys a fee of $1,000, in advance, for preparation of an assignment agreement. Notwithstanding anything to the contrary contained in this Agreement, in no event will a scheduled Closing be adjourned in connection with Purchaser's request to assign the Agreement or any request by Purchaser to change the name of the party designated as "Purchaser" in the Agreement.

25. BINDING EFFECT. This Agreement shall not be binding on Purchaser or 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.

26. NOTICES. Any notice, request, letter, consent or other communication hereunder or under the Plan (other than amendments to the Plan which shall be served in accordance with the Plan or documents for which the method of notice and or delivery is otherwise set forth in the Plan) shall be in writing and delivered by regular mail as well as hand delivered or sent, postage prepaid, by registered or certified mail, by facsimile or by Federal Express or other reputable overnight courier, 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 Albanese & Albanese LLP, 1050 Franklin Avenue, 5th Floor, Garden City, New York 11530, Attn.: Gary R. Steinberg, 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 (including, without limitation, any notices of closing or default which Sponsor's counsel is hereby expressly designated and empowered to issue). A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in anyway invalidate such communication. Notwithstanding anything to the contrary, notices regarding closing costs or ministerial matters, the rescheduling of Closing Dates or the scheduling or rescheduling of inspections may be made by facsimile to each party's attorneys.

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 Unit 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 Unit 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. The parties acknowledge that, for federal income tax purposes only, this Agreement shall be deemed an option. The provisions of this Article shall survive the closing of title.

30. 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 Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's 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 Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

31. 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.

32. 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.

33. 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.

34. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the 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.

35. 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, THE PLAN THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE CLOSING OF TITLE.

36. ENTIRE AGREEMENT. This Agreement together with the Plan constitutes the entire agreement between the parties and supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

37. 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.

38. 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.

39. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement or the Plan.

40. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

41. NO ORAL CHANGES. This Agreement cannot be changed or terminated and no provision waived 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____
(To be inserted after
execution by Sponsor)

SPONSOR:

BATTERY PLACE GREEN, LLC

By: ALBANESE BATTERY PLACE, LLC,
a member

By: _____
Name:
Title: Manager

PURCHASER:

_____
(Social Security or Federal
I.D. Number): _____
Tel. No.: _____

_____
(Social Security or Federal
I.D. Number): _____
Tel. No.: _____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey of the Property would show, provided such state of facts would not make title to the Unit uninsurable, except as otherwise permitted herein.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from the Purchaser to their respective Board, and the Floor Plans; as all of the same may be amended from time to time.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the 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. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. 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.

8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charges, Civic Facility Payments, PILOT, water charges or sewer rent, or vault charges, provided the same are adjusted (including PILOT) at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by any Board), except that Sponsor 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 Purchaser shall pay all assessments due from and after the Closing Date.

11. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of

Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which Landsearch Abstract, LLC (or such other New York State Title Association Inc. member title insurance company, or any other title company licensed to do business in the State of New York- which insures the Purchaser's title to the Unit) would be willing, in a policy issued by it to the Purchaser, to insure the Purchaser 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.

13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for it's intended purpose.

14. Any lease covering the Unit made from Sponsor to the Purchaser.

15. Any violation against the Property (other than the Unit) which is the obligation of the Residential Board, Commercial Board, Condominium Board, or another Unit Owner to correct.

16. Terms, covenants, conditions, provisions and agreements in the Restated Amended Agreement of Lease, made as of June 10, 1980, between BPC Development Corporation, as landlord, and Battery Park City Authority, as tenant, a Memorandum of which was recorded on June 11, 1980 in the Office of the City Register, New York County in Reel 527 at page 163, as amended by First Amendment to Restated Amended Lease dated as of June 15, 1983 and recorded on June 20, 1983 in said Register's Office in Reel 696 at page 424, Second Amendment to Restated Amended Lease dated June 15, 1983 and recorded on June 20, 1983 in said Register's Office in Reel 696 at page 432, Third Amendment to Restated Amended Lease dated as of August 15, 1986 and recorded on October 22, 1986 in said Register's Office in Reel 1133 at page 569, and Fourth Lease Amendment to Restated Amended Lease dated as of May 25, 1990 and recorded on May 30, 1990 in said Register's Office in Reel 1697 at page 302, as the same may be hereafter amended, modified or supplemented.

17. Terms, covenants, conditions, provisions and agreements in Lease dated as of 6/30/91 between The City of New York and Battery Park City Authority, recorded 8/2/91 in Reel 1802 Page 198.

18. Declaration of Zoning Lot Restrictions dated September 14, 2004 recorded February 10, 2005 as CRFN 2005000083891 and Declaration of Zoning Lot and Ownership Statement dated September 14, 2004 recorded February 10, 2005 as CRFN 2005000083892.

19. Any title exceptions noted in the Specimen Title Policy set forth in Part II of the Plan and not set forth in this Schedule A.

COMMERCIAL RIDER TO AGREEMENT

Re: _____ ("Purchaser")
Unit ___ (the "Unit")
The Visionaire
70 Little West Street
New York, New York

THIS RIDER TO AGREEMENT for the referenced Unit (the "Agreement") by and between BATTERY PLACE GREEN, LLC, having an office at c/o Albanese Organization, Inc. 1050 Franklin Avenue, Garden City, New York 11530 ("Sponsor") and _____, having an address at _____, _____ ("Purchaser").

WITNESSETH:

1. In case of any inconsistencies between any of the terms and conditions of the Agreement, including any handwritten modifications thereto, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail. All of the paragraphs and provisions contained in this Rider are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

2. If Purchaser is a foreign government, Purchaser shall deliver to Sponsor the notification of approval to the transaction from the Department of State as required by the Foreign Missions Act, 27 U.S.C. 4305.

3. At the closing of title, Sponsor shall assign the existing leases for space in the Unit more particularly identified on Exhibit A annexed hereto (the "Existing Leases") and Sponsor shall deliver an Assignment and Assumption of Leases ("Assignment of Leases"), substantially in the form annexed hereto as Exhibit B, with respect to the Existing Leases and the Security Deposits.

4. At the closing of title, Sponsor shall deliver a bill of sale, substantially in the form annexed hereto as Exhibit C, conveying, transferring and selling to Purchaser (with no value separate from the Unit) all right, title and interest of Sponsor in and to all fixtures, equipment, castings and personal property, if any, used solely in connection with the ownership, management, maintenance or operation of the improvements and located in the Unit as of the date hereof, and all inventory used solely in connection with the ownership, management, maintenance or operation of the improvements and located in the Unit ("Personal Property").

5. At the closing of title, Sponsor shall deliver signed originals of all Existing Leases (or copies thereof) in effect on such date and all other documents in the possession of Sponsor relating to the tenants of the Unit (the "Tenants") and to the extent required. Sponsor shall deliver all cash security deposits and all non-cash security deposits (including letters of credit) delivered by Tenants to Sponsor under the Existing Leases (the "Security Deposits"), as such

Security Deposits are more particularly described on the rent roll (the "Rent Roll") attached hereto as Exhibit D.

6. At the closing of title, Sponsor shall deliver written notices executed by Sponsor and addressed to each Tenant (i) advising each such Tenant of the sale of the Unit and the transfer of the unapplied amount of its security deposit (if any) to Purchaser in accordance with New York General Obligations Law Section 7-105 and (ii) indicating that rent should thereafter be paid to Purchaser and giving instructions therefore, substantially in the form annexed hereto as Exhibit E.

7. At the Closing, Purchaser shall deliver to Sponsor the Assignment of Leases, duly executed by Purchaser.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date below.

Date: _____
(To be inserted after execution by Sponsor)

SPONSOR:

BATTERY PLACE GREEN, LLC
By: ALBANESE BATTERY PLACE, LLC, a member

By: _____
Name:
Title: Manager

PURCHASER:

_____

_____

EXHIBIT A

EXISTING LEASES

TENANT NAME	DATE OF LEASE AND AMENDMENTS

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made as of the ___ day of _____, 200__ BATTERY PLACE GREEN, LLC, having an office at c/o Albanese Organization, Inc. 1050 Franklin Avenue, Garden City, New York 11530 ("Assignor") and _____, a _____, having an office at _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor (or its predecessor in interest) entered into those certain leases, subleases, occupancy agreements and other agreements listed on Exhibit 1 attached hereto (such leases and other agreements are hereinafter collectively referred to as the "Leases") affecting the property commonly known as The Visionaire, 70 Little West Street, Unit _____, New York, New York (the "Unit") as more particularly described in Exhibit 2 attached hereto; and

WHEREAS, Assignor has entered into that certain Agreement with Assignee dated _____ ____, _____ (the "Agreement"); and

WHEREAS, in connection with the transaction contemplated by the Agreement, Assignor desires to assign all of Assignor's right, title and interest in and to the Leases, and the rents collected therefrom, to Assignee and Assignee desires to accept the assignment of such right, title and interest in and to the Leases, and the rents collected therefrom and to assume all of Assignor's rights and obligations thereunder.

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

1) Assignor hereby assigns, transfers, sets over and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) the Leases, and the rents collected therefrom, (ii) any and all guarantees, security deposits, letters of credit, notes, instruments and other tenant impounds relating thereto and (iii) any and all claims, demands, actions or causes of action related to such Leases (or the tenants thereunder) to the extent more particularly set forth in the Agreement. Assignee hereby accepts the Assignment and agrees to assume, fulfill, perform and discharge all the various commitments, obligations and liabilities of Assignor under and by virtue of the Leases, accruing or obligated to be performed from and after the date hereof, including the return of the security deposits, letters of credit and other Tenant impounds in accordance with the terms of the Leases.

2) Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys fees and disbursements) incurred in

connection with or arising under (i) the obligations of the landlord under the Leases, and the rents collected therefrom, in each instance, which arise or accrue from and after the date hereof and (ii) the failure of Assignee to properly maintain any of the security deposits in accordance with the terms of the Lease.

3) Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys fees and disbursements) incurred in connection with or arising under (i) the obligations of the landlord under the Leases, and the rents collected therefrom, in each instance which arise or accrue prior to the date hereof, and (ii) the failure of Assignor to properly deliver to Assignee any of the security deposits held under the Leases.

4) This Assignment is made without representation, warranty (express or implied) or recourse of any kind, except as may be provided herein or as set forth in the Agreement.

5) This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment shall be governed by, and construed under, the laws of the State of New York without regard to principles of conflicts of law. This Assignment may be executed in one or more counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee do hereby execute and deliver this Assignment as of the date and year first above written.

ASSIGNOR:

BATTERY PLACE GREEN, LLC
By: ALBANESE BATTERY PLACE, LLC,
a member

By: _____
Name:
Title: Manager

ASSIGNEE:

_____

(ACKNOWLEDGMENT)

EXHIBIT 1

TENANT NAME	DATE OF LEASE AND AMENDMENT
1)	
2)	
3)	

EXHIBIT 2

DESCRIPTION OF UNIT

EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS,

BATTERY PLACE GREEN, LLC, having an office at c/o Albanese Organization, Inc. 1050 Franklin Avenue, Garden City, New York 11530 ("**Seller**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to _____, a _____ ("**Purchaser**"), all of Seller's right, title and interest, if any, in and to the trade names and all of the fixtures, equipment and personal property located on or used in connection with the Unit (as such term is defined in that certain Agreement between Seller and Purchaser dated as of _____ ____, 200___, the "Agreement"), including, if any, all blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, plans, and air-conditioning equipment and ventilators (collectively, the "Personal Property"), but specifically excluding from the Personal Property all property leased by Seller or owned by tenants or others, if any, to have and to hold the Personal Property unto Purchaser, its successors and assigns, forever.

This Bill of Sale is made without representation or warranty (express or implied) or recourse of any kind, except as may be provided herein or in the Agreement.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed as of this [_____] day of [_____].

SELLER:

BATTERY PLACE GREEN, LLC
By: ALBANESE BATTERY PLACE, LLC,
a member

By: _____
Name:
Title: Manager

EXHIBIT D

RENT ROLL

Tenant	Date of Lease and Amendments	Security Deposit	Arrearages As of [ ]

EXHIBIT E

NOTICE TO TENANTS

BATTERY PLACE GREEN, LLC
c/o Albanese Organization, Inc.
1050 Franklin Avenue
Garden City, New York 11530

Date: _____ __, 200_

Via Federal Express

[TENANT]

Re: Sale of Condominium Unit ____ ("Unit")
The Visionaire
70 Little West Street
New York, New York

Dear Tenant:

Please be advised that the undersigned has transferred its interest in the Unit in which your premises are located at The Visionaire, 70 Little West Street, New York, New York to _____ ("Purchaser"), effective as of _____ ____, 200__. Your lease and all rights and obligations thereunder have been assigned to and assumed by the Purchaser. In addition, any security held in accordance with your lease and the accrued interest thereon, if any, has also been transferred to Purchaser.

Accordingly, all future correspondence and/or notices relating to your lease and your tenancy, as well as rent checks and other charges, should be made payable and mailed to Purchaser at the following address:

[Purchaser]

[Purchaser Address]

Purchaser looks forward to working with you in the future.

Very truly yours,

BATTERY PLACE GREEN, LLC
By: ALBANESE BATTERY PLACE, LLC,
a member

By: _____
Name:
Title: Manager

EXHIBIT F

INSPECTION STATEMENT

Date:

Battery Place Green, LLC
c/o Albanese Organization, Inc.
1050 Franklin Avenue, Suite 200
Garden City, New York 11530

Re: The Visionaire Condominium
Unit No._____

Gentlemen:

The undersigned Purchaser(s) of the above-referenced Unit, have made a final inspection of the Unit and hereby advise that, except as otherwise noted, the Unit (including each of the following items) was found in the condition required under the Plan and the Agreement for delivery to Purchaser(s):

Items	Exceptions, if any	Initials
Windows and window frames		
Lighting fixtures		
Interior painted surfaces		
Sinks, tubs, water closets, shower doors & bidets		
Doors		
Floors		
Ceilings		
Walls		
Kitchen cabinets & counter tops		
Vanity tops & base cabinets		
Medicine cabinets, doors & mirror		
Hardware		
Appliances		

The undersigned understands that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving.

The undersigned agrees to sign off below for each item requiring adjustment or repair as it is completed, and further agree that, except as expressly provided to the contrary in the Plan or the Agreement, Sponsor shall not be obligated to make any repairs, replacements, adjustments or corrections to the Unit or any portion thereof or the fixtures, equipment or appliances contained therein, other than with respect to those items, if any, listed above.

ADJUSTMENTS AND/OR REPAIRS

Item	Date Completed	Signature

_____
Purchaser's Signature

_____
Purchaser's Signature

Copy Received

_____
Sponsor's Representative

EXHIBIT G

CONSTRUCTION MANAGER'S LIMITED WARRANTY RIDER

TURNER CONSTRUCTION COMPANY (the "Construction Manager"), the construction manager with respect to the construction of the building located at 70 Little West Street, New York, New York (the "Building"), warrants to the Board of Managers and to each Initial Unit Owner that the Building will be free from certain defects as hereinafter described in this Limited Warranty. The Construction Manager's obligation to the Board of Managers and each Initial Unit Owner with respect to the construction of the Building is limited specifically to the provisions of this Limited Warranty and the Construction Manager shall have no liability to provide any other warranty that Battery Place Green, LLC (the "Sponsor") may have agreed to provide in the Offering Plan, or that the Sponsor may be required to provide by common law or by any statute, rule or regulation, to the Board of Managers with respect to the Common Elements and each Initial Unit Owner with respect to its Unit. The Construction Manager's obligations under this Limited Warranty is conditioned upon the Sponsor's submission of the Property to the condominium form of ownership pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

DEFINITIONS

All capitalized terms used in this Limited Warranty that are not otherwise defined in the text of this Limited Warranty shall have the meanings ascribed to such terms as follows: (a) the term "Board of Managers" shall mean the board of managers elected or designated from time to time pursuant to the provisions of the condominium declaration and by-laws by which the Property is submitted to the provisions of the Condominium Act; (b) the term "BPCA" shall mean the Battery Park City Authority; (c) the term "Common Elements" shall mean the "common elements" (as such term is defined in the Condominium Act) constructed on the Property; (d) the term "Initial Unit Owner" shall mean the "unit owner" (as such term is defined in the Condominium Act) of a Unit who acquired title thereto directly from the Sponsor; (e) the term "Property" shall mean the land, together with the Building and all other improvements thereon, bounded by Battery

Place, Third Place, Second Place and Little West Street in Battery Park City, New York, New York, more particularly described in that certain Agreement of Lease between BPCA, as landlord, and the Sponsor, as tenant; (f) the term "Offering Plan" shall mean the Offering Plan for sale of the Units filed with the New York State Department of Law; (g) the term "Substantial Completion" shall mean when used with respect to a component of the Building that constitutes a Common Element, the date that such component of the Building is substantially complete so that the same can be utilized for its intended purpose, and when used with respect to a Unit, the date that a temporary certificate of occupancy is issued by the New York City Department of Buildings for the Unit and for which the Sponsor's architect issues a Certificate of Substantial Completion indicating that the Unit is sufficiently complete so that the same can be occupied or utilized for its intended purpose; and, (h) the term "Unit" shall mean a "unit" (as such term is defined in the Condominium Act) at the Property.

WARRANTY

Construction Manager warrants (i) to the Board of Managers for a period of one (1) year from the date of Substantial Completion of each component of the Building that constitutes a Common Element that (A) such component of the Building shall be free from defects in workmanship, (B) the materials, fixtures and equipment supplied in connection with the construction of such component of the Building shall be free from defects and (C) the installation of such fixtures and equipment has been performed in conformance with manufacturer's written instructions and generally accepted trade practices, and (ii) to each Initial Unit Owner for a period of one (1) year from the date of Substantial Completion of the Unit that (A) the Unit owned by such Initial Unit Owner shall be free from defects in workmanship, (B) the materials, fixtures and equipment supplied in connection with the construction of such Unit shall be free from defects and (C) the installation of such fixtures and equipment has been performed in conformance with manufacturer's written instructions and generally accepted trade practices.

Upon prompt written notification of such defects received by Construction Manager within the applicable warranty period, the Construction Manager shall correct

such defects by in place repair or replacement within sixty (60) days following receipt of such notification, subject to delays caused by adverse weather conditions, availability of necessary materials, fixtures or equipment, strikes and other labor disturbances, and other causes beyond Construction Manager's control. The aforesaid notice of defect shall be sent to Construction Manager by registered or certified mail, return receipt requested, at the address hereinafter set forth and shall describe the defect claimed to be covered by this Limited Warranty and shall specify when the defect first occurred or when it was first noticed. Construction Manager shall perform such in place repair or replacement during normal, straight time work hours for the trades involved. If these repairs are requested in writing to be performed on an overtime or multiple shift basis by the Board of Managers or the Initial Unit Owner, as the case may be, the cost of overtime premium paid, shift differential, related payroll burden, overhead and unproductive man hours associated with such overtime or multiple shift work shall promptly be paid for by such requesting party. The choice among repair or replacement to correct such defect shall be made at Construction Manager's sole discretion. CONSTRUCTION MANAGER'S OBLIGATIONS UNDER THIS LIMITED WARRANTY ARE CONDITIONED UPON RECEIPT OF SUCH NOTICE OF DEFECT WITHIN THE TIME AND MANNER HEREIN SET FORTH.

NOTWITHSTANDING THE FOREGOING, CONSTRUCTION MANAGER SHALL HAVE NO LIABILITY HEREUNDER TO CORRECT ANY DEFECTS IN A UNIT THAT ARE VISIBLE, OBVIOUS OR PATENT IN NATURE AND THAT CAN BE DISCOVERED IN A FINAL INSPECTION OF THE UNIT PRIOR TO THE CLOSING OF TITLE THEREOF BY THE INITIAL UNIT OWNER AND WHICH ARE NOT IDENTIFIED IN SUCH INSPECTION REPORT TO EITHER CONSTRUCTION MANAGER OR SPONSOR. CONSTRUCTION MANAGER'S LIABILITY TO CORRECT DEFECTS IN A UNIT AS HEREINABOVE PROVIDED IS LIMITED TO (I) THOSE DEFECTS THAT ARE IDENTIFIED IN SUCH INSPECTION REPORT AND (II) THOSE DEFECTS THAT ARE LATENT IN NATURE AND CAN BE DETECTED ONLY BY THE USE AND OCCUPANCY OF THE UNIT.

SPECIAL TRADE AND MANUFACTURER WARRANTIES

The Board of Managers will receive a two (2) year independent limited warranty from each of the electrical subcontractor, plumbing subcontractor, HVAC subcontractor, foundation subcontractor, concrete superstructure subcontractor, curtain wall subcontractor and roofing subcontractor (collectively, "Subcontractor Warranties"). Construction Manager shall have no liability under this Limited Warranty to correct any defect in the Building or any Unit to the extent that the Board of Managers or the Initial Unit Owner, as the case may be, shall have the right to pursue any claim under any Subcontractor Warranties.

With respect to any warranties issued by manufacturers of equipment or appliances installed in the Building or a Unit by Construction Manager or its subcontractors other than Subcontractor Warranties (collectively "Manufacturer Warranties"), Construction Manager shall have no liability under this Limited Warranty to correct any defect in such equipment to the extent that the Board of Managers or the Initial Unit Owner, as the case may be, shall have the right to pursue any claim under any Manufacturer Warranties for such equipment and, notwithstanding anything to the contrary set forth in this Limited Warranty, Construction Manager shall have no liability under this Limited Warranty to correct any defect in any appliances installed in a Unit and the sole remedy of an Initial Unit Owner who owns such Unit shall be limited to pursuing any claim for such defect under any Manufacturer Warranties for such appliances.

EXCLUSIVE REMEDIES

Correction of defects covered by this Limited Warranty shall constitute the Construction Manager's entire obligation hereunder and constitutes the Board of Managers' and Initial Unit Owners' exclusive remedy. Construction Manager shall have no liability for consequential, indirect, incidental, punitive or other special damages of any kind or nature arising out of or in connection with the construction of the Building by Construction Manager or its subcontractors, whether based in contract, tort (including negligence), strict liability or otherwise. Construction Manager's entire liability

hereunder shall be limited to repair or replacement of any defects covered hereunder, at Construction Manager's option.

EXCLUSIONS

Construction Manager shall have no liability under this Limited Warranty and Construction Manager will not be obligated to correct and will not be liable or responsible with respect to or for any condition resulting from: (i) abuse, modifications not executed by the Construction Manager (or its subcontractors), improper or insufficient maintenance, improper operation, or normal usage or normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an insubstantial nature, including, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements; nail pops; protruding dry wall fastenings; ridging or raised butt joints on gypsum board or sheet rock walls; lumber and wood trim shrinkage or warpage; door or window sticking; door warpage including, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight; scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; cracks in tile grouting; adjustment of doors; walls not square and/or straight; electrical plates not straight or misaligned; discoloration or shrinkage; minor separation between base and floors; (iii) normal settlement and deflection or any damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not impair the structural integrity of the Building; (iv) deviations in the level or straightness of ceilings and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level or straightness of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows, vents, electrical outlets and similar openings in the walls in accordance with customary practice and professional standards; (ix) noise from normal plumbing, heating, ventilating and air conditioning operation; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other

flooring or floor finishes, and normal shrinkage or expansion of wood flooring due to changes in moisture content of wood or due to failure to maintain consistent temperature; (xiii) chips, scratches, marks, breaks, dents, cracks or other defects in: exterior stone; window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins and water closet fixtures; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone countertops, floors and walls; saddles; all appliances; woodwork, millwork and doors; and, mirrors; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surfaces of the Building; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; (xxii) terrace tiles or other surface material not laid flat, or color variation in tiles or such other material or mortar, or stained tiles or such other material; (xxiii) subsequent to the closing of title to a Unit, paint touch-ups, repairs of dented appliances or replacement of light bulbs and ballasts; or (xxiv) salting or color variation in exterior colored mortar and colored brick or stone. Construction Manager will be obligated to repair only abnormally chipped stone, plastic laminate and porcelain surfaces, which repair will be made by filling the stone or plastic laminate or refinishing the porcelain, but Construction Manager will not be obligated to replace such stone, plastic laminate or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. INITIAL UNIT OWNERS WHO PURCHASE A RESIDENTIAL UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. CONSTRUCTION MANAGER HAS NO

OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY INITIAL UNIT OWNER OR THE BOARD OF MANAGERS THEREFOR.

Construction Manager shall have no responsibility or liability with respect to any defects in any work or materials ordered directly by an Initial Unit Owner from Construction Manager's subcontractors or suppliers or for any damages resulting from such work or materials.

WARRANTIES EXCLUSIVE

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING IN CONNECTION WITH THE CONSTRUCTION OF THE BUILDING AND THE PURCHASE OF THE UNITS, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY OR MERCHANTABILITY, INCLUDING ANY WARRANTY UNDER THE HOUSING MERCHANT IMPLIED WARRANTY LAW (NEW YORK GENERAL BUSINESS LAW ARTICLE 36-B), AND ALL SUCH WARRANTIES ARE EXCLUDED. THE EXPRESS TERMS OF THIS LIMITED WARRANTY SHALL SURVIVE THE CLOSING OF TITLE TO THE UNITS WITH SPONSOR AND THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

GOVERNING LAW

This Limited Warranty shall be governed by the laws of the State of New York, without giving effect to New York's conflict of laws principals.

INCORPORATION INTO PURCHASE AGREEMENT

BY EXECUTING A PURCHASE AGREEMENT FOR A UNIT, EACH INITIAL UNIT OWNER ACKNOWLEDGES AND AGREES THAT THIS LIMITED WARRANTY IS INCORPORATED IN AND MADE A PART OF SUCH PURCHASE AGREEMENT AND IT IS UNDERSTOOD TO BE A

DISCLAIMER OF AND TO APPLY IN LIEU OF ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE HOUSING MERCHANT IMPLIED WARRANTY CREATED BY NEW YORK GENERAL BUSINESS LAW ARTICLE 36-B OR BY COMMON LAW. IT IS FURTHER ACKNOWLEDGED AND AGREED THAT THE CONSEQUENCE OF THIS DISCLAIMER IS THAT THE SOLE AND EXCLUSIVE WARRANTIES GIVEN TO THE INITIAL UNIT OWNER BY CONSTRUCTION MANAGER SHALL BE THOSE SET FORTH IN THIS LIMITED WARRANTY WHICH WILL APPLY IN LIEU OF ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE HOUSING MERCHANT IMPLIED WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

TURNER CONSTRUCTION COMPANY

By: Charles F. Murphy

Name: Charles F. Murphy

Title: Vice President

Address for notices for defect claims related to Construction Manager's Limited Warranty:

BATTERY PARK CITY - SITE 3
WARRANTY NOTICE
Turner Construction Company
375 Hudson Street
New York, New York 10014

TERRACE RIDER TO AGREEMENT

Re: _____ ("Purchaser")
Unit ___ (the "Unit")
The Visionaire
70 Little West Street
New York, New York _____

THIS RIDER TO AGREEMENT for the referenced Unit (the "Agreement") by and between BATTERY PLACE GREEN, LLC, having an office at c/o Albanese Organization, Inc. 1050 Franklin Avenue, Garden City, New York 11530 ("Sponsor") and _____, having an address at _____, _____ ("Purchaser").

W I T N E S S E T H:

1. In case of any inconsistencies between any of the terms and conditions of the Agreement, including any handwritten modifications thereto, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail. All of the paragraphs and provisions contained in this Rider are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

2. There is appurtenant to the Unit a Terrace which has been designated as a Residential Limited Common Element. Purchaser acknowledges that the Terrace appurtenant to the Unit is being sold to Purchaser with a certain plantings ("Terrace Plantings") and special roof system ("Roof System"). The Terrace Plantings and Roof System are required to be installed and maintained on the Terrace pursuant to the terms of the Lease with Battery Park City Authority. Purchasers shall be required to maintain the Terrace Plantings at the Purchaser's sole cost and expense, however, the Residential Board will be required to maintain the Roof System. In the event Purchaser fails to maintain the Terrace Plantings, the Residential Board reserves the right to do so and the cost and expense thereof shall be charged to such Purchaser as a Residential Common Charge. The Terrace Plantings and Roof System have been designated as a Residential Limited Common Element and the Residential Board will have an easement to access the Terrace for the purpose of inspecting, repairing and maintaining the Terrace Plantings and Roof System on the Terrace as more particularly described in the Plan and the Declaration and By-Laws. Purchaser further acknowledges that (i) Purchaser will not be permitted to locate or store any furniture and/or other fixture on any Terrace which will, in the discretion of the Residential Board, interfere with the use or operation of the Terrace Plantings and Roof System, (ii) Purchaser's right to the use of the Terrace will be subject to the right of the Boards to regulate its use and subject to the easement and rights of access to the Terrace, (iii) Purchaser will be responsible for all normal maintenance, repairs and replacements to the Terrace Plantings located on the Terrace, (iv) Purchaser may be required to obtain the consent of the Residential Board to the installation of plantings, surface coverings and other furniture, equipment and installations on the Terrace, and may be required, in certain circumstances to remove same at Purchaser's sole cost and expense and (v) no Terrace may be enclosed without the express written consent of the Condominium Board, all as more particularly described in the Plan and the Declaration and By-Laws.

3. All terms not defined herein shall have the meanings ascribed to them in the Plan or in the Agreement.

4. Except as expressly modified hereby, the terms and provisions of the Agreement remain unchanged and in full force and effect.

5. The provisions set forth in this Rider shall expressly survive closing of title to the Unit and shall be binding upon all of Purchaser's successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date below.

Date: _____
(To be inserted after execution by Sponsor)

SPONSOR:

BATTERY PLACE GREEN, LLC
By: ALBANESE BATTERY PLACE, LLC, a member

By: _____
Name:
Title: Manager

PURCHASER:

_____

_____

STORAGE BIN RIDER TO AGREEMENT

Re: _____ ("Purchaser")
Storage Bin No. ___
The Visionaire
70 Little West Street
New York, New York

THIS RIDER TO AGREEMENT for the referenced Unit (the "Agreement") by and between BATTERY PLACE GREEN, LLC, having an office c/o Albanese Organization, Inc. at 1050 Franklin Avenue, Garden City, New York 11530 ("Sponsor") and _____, having an address at _____, _____ ("Purchaser").

WITNESSETH:

1. This Rider (the "Rider") amends and modifies that certain Agreement with respect to the above referenced Unit in The Visionaire located at 70 Little West Street, New York, New York. In case of any inconsistencies between any of the terms and conditions of the Agreement, including any handwritten modifications thereto, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail. All of the paragraphs and provisions contained in this Rider are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

2. (a) Upon and subject to the terms and conditions set forth in this Rider, Sponsor agrees to sell and grant, and Purchaser agrees to purchase a license to use a storage bin designated as Storage Bin ___ (the "Storage Bin") simultaneously with the closing of title to the Unit. The license to use the Storage Bin (the "Storage Bin License") shall be substantially in the form set forth in Part II of the Condominium Offering Plan. The Purchase Price for the Storage Bin License is $_____ ("Storage Bin Price") which is separate from and in addition to the Purchase Price for the Unit. The Storage Bin Price shall be paid at the closing of title to the Unit by Purchaser delivering a good certified check of Purchaser or official bank check payable to Sponsor or such other party as Sponsor may designate upon not less than two (2) days notice. Purchaser shall be responsible for the payment of transfer and other taxes, if any, that are associated with the Storage Bin License.

(b) A default by Purchaser under this Rider shall constitute a default under the Agreement for the Unit and any other default by Purchaser under the Agreement for the Unit shall constitute a default under this Rider entitling Sponsor to those remedies as more fully described in the Agreement and the Plan.

(c) Purchaser acknowledges and agrees that the Storage Bin may not be ready for use and/or occupancy at the time of the closing of title to the Unit and that notwithstanding such event, Purchaser shall remain obligated to close title to the Unit and purchase the Storage Bin License. In such event, the Storage Bin Price shall be paid to Escrow Agent and Storage Bin License shall be executed at Closing and the Storage Bin Price and Storage Bin License shall be held in escrow by the Escrow Agent. Upon notification from Sponsor that the Storage Bin is

available for use, Escrow Agent shall release the Storage Bin Price to Sponsor with interest earned thereon, if any, and shall deliver Storage Bin License to Purchaser.

3. The captions in this Rider and the Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Rider or the Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date written hereinbelow.

DATE: _____
(To be inserted by Sponsor after countersignature by Sponsor)

SPONSOR:

BATTERY PLACE GREEN, LLC
By: ALBANESE BATTERY PLACE, LLC, a member

By: _____
Name:
Title: Manager

PURCHASER:

_____

_____

EXHIBIT "2"

POWER OF ATTORNEY

RESIDENTIAL UNIT POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by Battery Place Green, LLC ("Declarant") establishing a plan for condominium ownership of the premises known as The Visionaire and by the street number 70 Little West Street, New York, New York 10280 under Article 9-B of the Real Property Law of the State of New York, dated _____, 20__, and recorded in the New York County Office of the Register of The City of New York on _____, 20__, in Reel _____, page _____, or (b) in the by-laws of The Visionaire (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in The Visionaire which is (are) designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ____, in Block 16 of Section _____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board and/or the Residential Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Residential Board or Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Residential Unit Owners, to acquire or lease any Residential Unit, together with its Appurtenant Interests, from any Residential Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Residential Unit, together with its Appurtenant Interests, from any Residential Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Residential Unit Owners, to acquire any Residential Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired by them, or to sublease any Residential Unit so leased by them without the necessity of further authorization by the Residential Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) upon determination by the Residential Board, to commence, pursue, appeal, negotiate, settle and/or terminate administrative and certiorari proceedings to obtain reduced PILOT assessments with respect to Residential Units, including retaining counsel and taking any other actions in connection therewith which the Residential Board deems necessary or appropriate, and to execute, acknowledge and deliver, in the name of the undersigned, and as said undersigned's attorney-in-fact, all applications, certifications, petitions and other instruments in furtherance thereof, (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Condominium Board, with respect to the General Common Elements and the Residential Board with respect to the Residential Section, deem necessary or appropriate to comply with any ordinance, regulation,

zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the General Common Elements or the Residential Section as the case may be, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Residential Section which the Residential Board deems necessary or appropriate, (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate, (4) to perform, observe, comply with and take any action and/or execute, acknowledge and deliver any instrument which the Condominium Board deems necessary or appropriate in order to comply with the terms of the Lease and (5) to perform and observe the Condominium Covenants applicable to such Unit, including paying Proportionate Rent, applicable to such Unit Owner's Unit.

The acts of a majority of such persons constituting the Residential Board or the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned, do(es) hereby nominate, constitute and appoint the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Units, Commercial Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 20 .

_____

(ACKNOWLEDGMENT)

COMMERCIAL UNIT POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by Battery Place Green, LLC ("Declarant") establishing a plan for condominium ownership of the premises known as The Visionaire and by the street number 70 Little West Street, New York, New York 10280 under Article 9-B of the Real Property Law of the State of New York, dated _____, 20__, and recorded in the New York County Office of the Register of The City of New York on _____, 20__, in Reel _____, page _____, or (b) in the by-laws of The Visionaire (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in The Visionaire which is (are) designated and described as Commercial Unit No. _____ in the Declaration and also designated as Tax Lot ____, in Block 16 of Section ___ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Commercial Board and/or the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Commercial Board or in the name of their designee (corporate or otherwise), on behalf of all Commercial Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Commercial Unit Owners, to acquire or lease any Commercial Unit, together with its Appurtenant Interests, from any Commercial Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Commercial Unit, together with its Appurtenant Interests, from any Commercial Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Commercial Unit Owners, to acquire any Commercial Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Commercial Unit so acquired by them, or to sublease any Commercial Unit so leased by them without the necessity of further authorization by the Commercial Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) upon determination by the Condominium Board, to commence, pursue, appeal, negotiate, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Commercial Units, including retaining counsel and taking any other actions in connection therewith which the Condominium Board deems necessary or appropriate, and to execute, acknowledge and deliver, in the name of the undersigned, and as said undersigned's attorney-in-fact, all applications, certifications, petitions and other instruments in furtherance thereof and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Condominium Board, with respect to the General Common Elements and the Commercial Board with respect to the Commercial Section, deem necessary or appropriate to

comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition, construction, alteration, repair or restoration of the General Common Elements or the Commercial Section as the case may be (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Commercial Section which the Commercial Board deems necessary or appropriate, or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate; (4) to perform, observe, comply with and take any action and/or execute, acknowledge and deliver any instrument which the Condominium Board deems necessary or appropriate in order to comply with the terms of the Lease and (5) to perform and observe the Condominium Covenants applicable to such Unit, including paying Proportionate Rent, applicable to such Unit Owner's Unit.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned, do(es) hereby nominate, constitute and appoint the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Units, Commercial Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 20 .

_____

(ACKNOWLEDGMENT)

EXHIBIT "3"

UNIT DEED

RESIDENTIAL UNIT DEED

THIS INDENTURE, made the ____ day of _____, 20__, between Battery Place Green, LLC, a New York limited liability company, having an office at c/o Albanese Organization Inc., 1050 Franklin Avenue, Garden City, New York 11530 (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 The Visionaire and by the street number 70 Little West Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Residential 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 _____, 20__ and recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on _____, in Reel _____, page ____, and also designated as Tax Lot(s) ____ in Block 16 of Section _____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by _____, on _____, 20__, 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 _____, 20__, 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 The Visionaire. (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 General 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 Lease, 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 regarding such invalidity shall control.

Except as otherwise specifically permitted by the Residential Board or provided in the Declaration or the By-Laws, the Residential Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as aforesaid.

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 Grantee will appoint the persons who may from time to time constitute the Residential Board and/or the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Residential Board or in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Indenture as of the date below.

Date: _____
(To be inserted after execution by Grantor)

GRANTOR:

BATTERY PLACE GREEN, LLC
By: ALBANESE BATTERY PLACE, LLC, a member

By: _____
Name: Russell Albanese
Title: Manager

_____
Grantee

_____
Grantee

(ACKNOWLEDGMENT)

SCHEDULE A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in Battery Park City South, in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the intersection of the easterly line of Battery Place (85 feet wide) with the northerly line of Second Place (62 feet wide);

RUNNING THENCE northerly along the easterly line of Battery Place, due north a distance of 198.00 feet to a point formed by the easterly line of Battery Place and the southerly line of now or formerly Third Place;

THENCE along said southerly line of Third Place, due east a distance of 156.80 feet to a point formed by the intersection of the southerly line of Third Place and the westerly line of Little West Street;

THENCE along said westerly line of Little West Street the following three (3) courses and distances:

1) South 12 degrees 23 minutes 50 seconds east, a distance of 112.36 feet;

2) South 12 degrees 14 minutes 40 seconds east, a distance of 24.60 feet;

3) South 12 degrees 26 minutes 10 seconds east, a distance of 65.76 feet to a point, said point being formed by the intersection of said westerly line of Little West Street and the northerly line of Second Place (62 feet wide);

THENCE westerly along said northerly line of Second Place, due west a distance of 200.31 feet to the point or place of BEGINNING.

SCHEDULE B

PERMITTED ENCUMBRANCES

REFER TO PERMITTED ENCUMBRANCES SET FORTH AS SCHEDULE A TO AGREEMENT

TO BE INSERTED PRIOR TO CLOSING

COMMERCIAL UNIT DEED

THIS INDENTURE, made the ____ day of _____, 20__, between Battery Place Green, LLC, a New York limited liability company, having an office at c/o Albanese Organization, Inc., 1050 Franklin Avenue, Garden City, New York 11530 (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 The Visionaire and by the street number 70 Little West Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Commercial 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 _____, 20__ and recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on _____, in Reel _____, page ____, and also designated as Tax Lot(s) ____ in Block 16 of Section ___ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by _____, on _____, 20__, 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 _____, 20__, 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 The Visionaire . (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 General 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 regarding such invalidity shall control.

Except as otherwise specifically permitted by the Commercial Board or provided in the Declaration or the By-Laws, the Commercial Unit is intended for Commercial use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as aforesaid.

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 Grantee will appoint the persons who may from time to time constitute the Commercial Board and/or the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Commercial Board or in the name of their designee (corporate or otherwise), on behalf of all Commercial Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

DATE: _____
(To be inserted after execution by Sponsor)

SPONSOR

Battery Place Green, LLC
By: ALBANESE BATTERY PLACE, LLC, a member

By: _____
Name: RUSSELL ALBANESE
Title: MEMBER

PURCHASER

_____

_____
Grantee

_____
Grantee

(ACKNOWLEDGMENT)

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in Battery Park City South, in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the intersection of the easterly line of Battery Place (85 feet wide) with the northerly line of Second Place (62 feet wide);

RUNNING THENCE northerly along the easterly line of Battery Place, due north a distance of 198.00 feet to a point formed by the easterly line of Battery Place and the southerly line of now or formerly Third Place;

THENCE along said southerly line of Third Place, due east a distance of 156.80 feet to a point formed by the intersection of the southerly line of Third Place and the westerly line of Little West Street;

THENCE along said westerly line of Little West Street the following three (3) courses and distances:

1) South 12 degrees 23 minutes 50 seconds east, a distance of 112.36 feet;

2) South 12 degrees 14 minutes 40 seconds east, a distance of 24.60 feet;

3) South 12 degrees 26 minutes 10 seconds east, a distance of 65.76 feet to a point, said point being formed by the intersection of said westerly line of Little West Street and the northerly line of Second Place (62 feet wide);

THENCE westerly along said northerly line of Second Place, due west a distance of 200.31 feet to the point or place of BEGINNING.

SCHEDULE B

PERMITTED ENCUMBRANCES

REFER TO PERMITTED ENCUMBRANCES SET FORTH AS SCHEDULE A TO AGREEMENT

TO BE INSERTED PRIOR TO CLOSING

EXHIBIT "4"

DESCRIPTION OF PROPERTY

SLCE Architects, LLP
841 Broadway – 7th Floor
New York, NY 10003
Tel.: (212) 979-8400 Fax: (212) 979-8387

Architect's Report
Description of Property and Proposed Building
November, 2006

The Visionaire
70 Little West Street
Battery Park City, New York, 10280

A. Location of Property

1.	Address:	70 Little West Street New York, New York 10280
2.	Block No.: Lot No.:	16 35
3.	Zoning District:	Special Battery Park City District -A1, R10 Equivalent
4.	Permissible Use:	Residential, Commercial and Community Facility
5.	Other:	The project occupies the Property with a land area of 35,352 square feet. Battery Park City Authority owns the Property (Site-3) as ground lessor. For zoning purposes the project is one lot, Site 3. The maximum allowable floor area for Site 3 is 424,224 square feet. No other air or development rights were obtained for this development. The Sponsor is not retaining any air development rights for future expansion of the Building. There is no plan for further development of the site. This development does not have landmark status. The Building will be designed as a "Green Building" and will comply with the Battery Park City Authority Residential Environmental Guidelines and will be designed with the goal of acheiving a U.S. Green Building Council LEED® Certification.

B. Status of Construction

1. Year Built: The Sponsor commenced construction in August, 2006. The first temporary certificate of occupancy is expected to be received in August, 2008 and Sponsor anticipates being substantially complete with the work in December, 2008; unless delayed by weather, strikes, lockouts, acts of God, governmental restrictions or preemption, damage by fire or the elements, shortages of, or inability to obtain materials, equipment or labor, or any other cause over which the Sponsor has no control.

2. Certificate of Occupancy: After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the Building from the New York City Department of Buildings ("Department of Buildings").

3. Class of Construction: The Building will be classified as Class 1B (Non-Combustible) and will conform to all applicable regulations of the Building Code of the City of New York ("Building Code"). The Residential Section of the Building will be built to comply with all applicable handicap acccessible laws.

4. Permit Numbers: The New Building (on site fill) Permit was issued on August 3, 2006; permit number 104363797-01-NB and the Fencing Permit was issued on August 3, 2006; permit number 104363797-01-EQ-FN.

C. Site

1. Size: The total site area is 35,352 square feet.

2. Number of Buildings and Use: There will be one 33-story tower along the eastern portion of the site with mechanical equipment screen, elevator bulkhead and stair bulkheads. The 10-story low-rise portion of the Building will be located along the western portion of the site, with elevator bulkhead, stair bulkhead and mechanical equipment screen.

3. Streets Owned or Maintained by the Project: This site contains a 198 ft. frontage along Battery Place, 200.31 ft. frontage on Second Place, 202.72 ft. frontage on Little West Street and 156.80 ft. along Third Place.

   i. Paving: The streets on Battery Place and Third Place are paved with an asphalt topping and are in good condition. The streets on Second Place and Little West Street will be paved with asphalt.

   ii. Curbing: The existing granite curbs will be salvaged and reinstalled, and if they cannot be salvaged or reinstalled, replaced.

   iii. Catch Basins, Drainage: The streets are presently pitched to drain through existing cast iron catch basins into the New York City storm water drainage system. Existing catch basins are in operating condition.

   iv. Conformance with Code: The improvements will meet the requirements of the applicable local fire and municipal codes.

4. Drives, Sidewalks, Ramps:

   i. Paving: The off-site sidewalks at Battery Place, Second Place, Little West Street and Third Place will be poured concrete and paver block.

   ii. Curbing: The existing sidewalk curbs at Battery Place, Second Place, Little West Street and Third Place will be salvaged and reinstalled, and if they cannot be salvaged or reinstalled, replaced.

   iii. Catch Basins, Drainage: The sidewalk and street drainage is described in Section 3.

   iv. Conformance with Code: The improvements will meet the requirements of the applicable local fire and municipal codes.

D. Utilities

1. Electricity: Electricity will initially be provided by Consolidated Edison Company. The electricity to each Residential Unit will be separately sub-metered as approved by the State of New York Public Service Commission. The electricity consumed in the General Common Elements will be derived by deducting the sub-metered usage of the Residential Units from the main meter which will meter the Building (other than the Garage and Retail Units). The electricity to the Garage and the Retail Units will be separately metered with individual meters from Consolidated Edison Company.

2. Gas: Gas will be provided by Consolidated Edison Company. Gas for the Residential Units will be collectively metered. Gas service to the Garage and Retail Units will be directly metered with individual meters from Consolidated Edison Company. Plugged outlets will be provided within the gas meter room for future Garage and/or Retail Unit meter connection as required by such Unit Owner.

3. Water and Sewer: Water and Sewer service will be provided by the City of New York. The charges for water and sewer service provided to the Building will be levied on the basis of metered usage. These services will be collectively metered for entire building, which includes both the Residential Units and Commercial Units. Water, reclaimed water, and/or sewer distribution shall serve all fixtures within the Residential Units and common areas. Plugged outlets for water, sanitary and venting will be provided for the Garage and Retail Units for tenant connection.
4. Telephone: Telephone service will be provided by Verizon and/or other service provider. In each Residential Unit an outlet with wire will be provided in the living room, kitchen, and each bedroom. Each Unit Owner will be required to pay their associated telephone charges and initial charges for installing and activating individual connection jacks in the Unit.
5. Cable Television/Internet: Cable Television and internet service will be available for all Residential Units from Time Warner Cable, a division of Time Warner, or an alternate cable television company. In each Residential Unit an outlet with wire will be provided for cable and internet in the living room and each bedroom. Each studio Unit will be provided with a total of two (2) outlets. Each Unit Owner will be required to pay initial charges for installing and activating individual connection jacks as well as the charges associated with the cable and internet services chosen. All charges for cable television and internet service to areas or parties other than Residential Units will be paid by the requesting party. No provisions will be provided for Garage or Retail Units.

E. Sub-soil Conditions

1. All new concrete footings (pile caps) are supported on piles and rest on rock.
2. The slabs on grade and perimeter foundation wall up to street level are reinforced poured concrete.
3. The Building Cellar will be designed to resist the hydrostatic pressures of the 100-year flood. The ground floor elevation will be above the elevation of the 100-year flood.

F. Landscaping and Enclosures

1. Grass Cover	Sedum at certain planted roof areas.
2. Plantings	Native plants at Building entrance, terraces on the 7th, 8th, and 12th floors and on the terraces of the two Penthouse units on the Penthouse 2 Floor of the Building (on the upper tower setback on the roof above the Penthouse 1 Floor) and on the roof above the Sixth Floor, on the roof over the pool at the 9th floor level, at the roof over mechanical bulkhead, and at the 10 ft. wide easement along Little West Street.
3. Trees	On sidewalk.
4. Fencing	Wood and/or metal panel fencing will be utilized on the 12th Floor roof to screen mechanical equipment and at other roof areas to screen terraces
5. Gates	None
6. Garden Wall	None
7. Retaining Wall	None
8. Display Pools and Fountains	None

G. Building Height

1. The total height of the Building from the average curb elevation of 9.33 feet to top of the main roof slab over Penthouse 2, elevation 369.33 feet, will be 360 feet.

2. Cellar floor-to-floor height will be 13.0 feet.

3. There are 33 floors above grade, and one Cellar level.

Construction Floor Number	Marketing Floor Number
Cellar	Cellar
Ground Floor – 1st Floor	1st Floor
2nd Floor	3rd Floor
3rd Floor	4th Floor
4th Floor	5th Floor
5th Floor	6th Floor
6th Floor	7th Floor
7th Floor	8th Floor
8th Floor	9th Floor
9th Floor	10th Floor
10th Floor	11th Floor
11th Floor	12th Floor
12th Floor	14th Floor
13th Floor	15th Floor
14th Floor	16th Floor
15th Floor	17th Floor
16th Floor	18th Floor
17th Floor	19th Floor
18th Floor	20th Floor
19th Floor	21st Floor
20th Floor	22nd Floor
21st Floor	23rd Floor
22nd Floor	24th Floor
23rd Floor	25th Floor
24th Floor	26th Floor
25th Floor	27th Floor
26th Floor	28th Floor
27th Floor	29th Floor
28th Floor	30th Floor
29th Floor	31st Floor
30th Floor	32nd Floor
31st Floor	33rd Floor
32nd Floor	Penthouse 1
33rd Floor	Penthouse 2

4. The floor-to-ceiling heights of the Residential Units measured from the top of the concrete floor to the underside of the concrete or gypsum board ceiling are approximately as follows:

   Floors 3 through 7 Units: 11'-3" in living spaces, 8'-0" in kitchens, baths, foyers, closets and corridors.

Floors 8 through 9 Units: 9'-4" in living spaces 8'-0" in kitchens, baths, foyers, closets and corridors.
Floors 10 through 11 Units: 9'-4" in living spaces 8'-0" in kitchens, baths, foyers, closets and corridors.
Floors 12 through 33 Units: 9'-4" in living spaces 8'-0" in kitchens, baths, foyers, closets and corridors.
Floor Penthouse 1 Units: 9'-6" in living spaces 8'-0" in kitchens, baths, foyers, closets and corridors.
Floor Penthouse 2 Units: 9'-6" in living spaces 8'-0" in kitchens, baths, foyers, closets and corridors.

Actual clear heights will be lower due to the thickness of slab, beams, soffits and installations of mechanical, electrical and plumbing systems, and will vary from room to room.

Height from the top of the roof slab over Penthouse 2 to the parapet height of the Mechanical Roof Level 3 roof will be 34'-0".

5. Equipment Rooms:

EQUIPMENT ROOM	LOCATION
Telephone/Electric Closets	Hallways on all floors
Water Meter Room	Cellar
Fire Pump Room	Cellar
Gas Meter Room	Cellar
Electric Service Entry Room	Cellar
Main Telephone Closet	Cellar
Water Treatment Facility	Cellar
Elevator Machine Room PE 4 & 5	Cellar
Elevator Machine Room BPCA	Cellar
Compactor Room	Cellar
Storm Water Retention Tank Room	4th Floor
Electric Switchboard Room	5th Floor
Pool Mechanical Equipment Room	6th Floor
Hot Water Mechanical & Heat Recovery Fan Room	9th and 11th Floors
Mechanical Room	Penthouse 2
Chiller Plant and Cooling Tower	Mechanical Roof Level 1
Water Tank	Mechanical Roof Level 2
Heat Recovery Fan Room and Micro Turbine (high rise)	Mechanical Roof Level 3

6. Parapet: Height from top of roof finish to top of parapet coping will be a minimum of 3'-6"at roofs over the 11th Floor and the Penthouse 2 Floor. Height from top of roof finish to top of the mechanical equipment enclosing screen walls will be 34'-0"at the Penthouse 2 Floor.

7. Terrace divider wall height will be 7'-0" maximum between Residential Unit terraces and/or occupied roofs.

H. Structural System

1. The foundation walls are reinforced concrete supported on concrete filled composite steel pipe piles. The Building, from foundation to the roof over Mechanical Roof Level 3 Floor will be reinforced concrete and steel.

i. The typical exterior wall will be a unitized curtainwall with a nominal depth of 7-1/2"consisting of either 1"-thick low-e insulated vision glass, spandrel, and prefabricated terracotta rain screen mechanically fastened to an aluminum frame with an aluminum back-pan and 3" mineral fiber insulation. The curtainwall will be manufactured by Benson Industries, or an equivalent manufacturer.

ii. Windows: The windows will be aluminum, casement and fixed type windows. The windows will be glazed with 1" insulated glass with 1/4" glass lite and ½" air space manufactured by Viracon or an equivalent manufacturer. There are no lot line windows. The windows are part of a curtain wall system. The sills and lintels will be limited to the horizontal mullion projection of roughly 1 ½" from outside face of glass. There will be no screens or window guards. All casement windows will have an open limit of no more than 4". A special key will allow window washers to open the window further. All caulking and seals will be made during fabrication.

iii. Using the "Energy Cost Budget Method," as established by the American Society of Heating, Refridgerating and Air Conditioning Engineers (ASHRE) (Standard 90.1-1999) the exterior wall will be designed so that the entire Building assembly meets or exceeds the performance requirements of the New York State Energy Code, 2002. The U value for the exterior wall through the insulated wall section will be a minimum of U=0.067 (R=14.9) and through the window section will be a minimum of U=0.47 (R=2.1).

iv. Landmark Status: None

2. Parapets and Copings: The parapets will be glass and aluminum.

3. Chimneys and Caps: There will be a refractory lined chiller/heater flue with steel jacket in accordance with the Building Code, to be manufactured by Van Packer Company or an equivalent manufacturer, that terminates at the roof over the Mechanical Roof Level 3 Floor. A 16 gauge aluminized steel trash chute will be located on all residential floors in a service vestibule.

4. Terraces:

i. The terraces will be finished with a combination of concrete pavers and/or ballast over roofing system with planted areas at floors 7, 8, 12, and Penthouse 2.

ii. Balustrades: None

iii. Railings: The terrace railings will consist of steel or aluminum rails and posts and/or glass.

iv. Copings: The copings will be aluminum.

v. Soffits: None

vi. Doors to Terraces: Doors will be extruded aluminum and glass swing doors.

vii. Lighting: Accent lighting will be utilized and mounted at the terraces and/or in the planting areas.

5. Balconies: There will be no balconies in the Building.

6. Exterior Entrance:

i. Exterior Doors and Frames: The entrance to the residential lobby will be metal and glass swing doors.

ii. Vestibule Doors and Frames: The entrance to the residential lobby will be through metal and glass swing doors.

iii. Exterior Stairs: None

iv. Railings: None

v. Mail Boxes: Located in the mailroom at the First Floor and will be front-loading aluminum and U.S. Government approved.

vi. Lighting Indoor: Direct recessed and/or surface lighting, wall accent lighting, and indirect lighting will be utilized in the residential lobby.

7. Service Entrance:

i. Doors and Frames: Entrance will have painted hollow metal door and frame. Doors will have a locking mechanism and security cameras.

ii. Gates: None

iii. Exterior Stairs: None

iv. Railings: At handicap ramps will be painted metal.

8. Roof and Roof Structure: Insulated roof membrane assembly (IRMA) comprising waterproof membrane below extruded polystyrene board insulation below protection fabric and gravel aggregate ballast or concrete paving units with a manufacturer's ten-year limited warranty. Planted roof areas will consist of an American Hydrotech Garden Roof system or an equal system from the same or an equivalent manufacturer.

i. Type of Roof

a. Material: The roofing membrane will be rubberized monolithic roofing with fabric reinforcing at a rate of 215 mils average thickness with no point below 200 mils as manufactured by American Hydrotech or an equivalent manufacturer.

b. Insulation: Insulation will be 4"of extruded polystyrene board insulation Styrofoam PD brand as manufactured by Dow Chemical or an equivalent manufacturer (R value of insulation will be 5/inch or 20). Using the "Energy Cost Budget Method" the roof over occupied space will be designed so that the whole Building assembly meets or exceeds the performance requirements of the New York State Energy Code, 2002. The R value of the roof over occupied space will be 19.

c. Surface Finish: The surface finish will be membrane, gravel ballast, landscape or concrete pavers.

d. Expected Life: The roofing systems will have a minimum life of up to 10 years.

e. Bond or Guarantee: The roofing systems will have a ten-year manufacturer's limited warrranty. Such warranty will commence on the date the roofing product is delivered to the Property.

f. Flashing material: There will be metal cap and base flashing.

ii. Drains: Roof drains will be provided to drain all roofs.

a. Material and Type: Cast-iron drains

b. Gutters and Leaders: None

iii. Three skylights above Battery Park City Authority Park Conservancy Maintenance Facility Unit, hereinafter referred to as "BPCA" and one skylight above the residential pool: The roof over the BPCA Unit will contain three vented glass skylights at: 11 feet by 22 feet; 11 feet by 30 feet; and, 11 feet by

38 feet. Skylights slope from a low point of 2'-8" to a high point of 5'-8". The roof over the residential pool will contain one non-vented skylight at 40 feet by 11 feet by 3'-9" high.

iv. Bulkheads:

a. Elevator: Each elevator bypass will extend to a roof bulkhead, the low rise will consist of metal paneling or waterproof paint on concrete block or concrete. The high rise will consist of glass and aluminum curtain wall.

b. Stairs: The stair enclosure will be a roof bulkhead which will consist of concrete block with metal panel or waterproof paint.

c. Other: Mechanical equipment space within the roof bulkhead.

v. Metal Work at Roof Levels:

a. Exterior, Metal Stairs: None

b. Vertical Ladders: Roof to elevator machine room and machine room to roof over machine room.

c. Railings: Painted steel where required for fall protection.

d. Hatches to Roof: Elevator machine room bulkhead to roof over machine room or ladder from roof.

e. Other: None

vi. Roof Top Facilities: None

vii. Fire Escapes: None

9. Yards and Courts: None

10. Interior Stairs:

i. Number of Stairs:

a. There are two exit stairs, on the eastern portion of the Building.
Stair A - which extends from the Cellar up to the roof bulkhead above the Penthouse 2 Floor.
Stair B - which extends from the First Floor up to the roof bulkhead above the Penthouse 2 Floor.

b. There are two exit stairs, on the north-western portion of the Building.
Stair C - which extend from the First Floor up to the roof bulkhead above the 12th Floor.
Stair D - which extend from the Cellar up to the 11th Floor.

c. There will be one exit stair on the south-eastern portion of the Building.
Stair BPCA-2 - which extends from the Cellar up to the First Floor.

ii. Enclosure: Each stair will be enclosed with 2 hour rated drywall partition, 2 hour concrete masonry unit, and/or concrete wall. Each stair will be painted.

iii. Stair Construction: All the stairs will be concrete.

iv. Stringers: Concrete.

v. Treads: Concrete.

vi. Risers: Concrete

vii. Handrails: There will be a painted steel pipe rail in each stair.

viii. Balustrade: Steel bars or pipe rail as required by code.

11. Interior Doors and Frames:

i. Unit Entrances: The Residential Unit entrances will have self closing hollow metal doors with hollow metal frames and will meet the requirements of the Building Code. The Retail Units will have storefront metal and glass doors for egress as required by the Building Code. The interior doors of the Residential Units will be painted medium density fiberboard core doors with hollow-metal frames.

ii. Corridor Doors and Frames: All doors and frames will be self-closing hollow metal and will meet the Building Code requirements.

iii. Stair Doors and Frames: All doors and frames will be hollow metal and will meet the Building Code requirements.

iv. Roof Doors, Basement Doors and Frames: All doors and frames will be hollow metal and will meet the Building Code requirements.

12. Elevators:

i. There will be five elevators servicing the Residential Units, a pair of low-rise elevators and a group of three high-rise elevators. One of the high-rise elevators (E-3) will serve as combination passenger and service elevator. Additional elevators of different types will be installed within the BPCA Unit. The Retail Units will not have elevators and Elevator E-3, which will stop at the Cellar, will not be dedicated to the Garage Unit.

ii. The elevators will be manufactured by Fujitec, or an equivalent manufacturer. The elevators will have a loading rating, capacity and speed as follows:

<u>Residential Section:</u>

Class A Passenger Elevators E-1, E-2 – 3,000 lbs., 700 FPM.

Class A Passenger Elevators E-4, E-5 – 3,000 lbs., 500 FPM.

Class A Passenger/Service Elevator E-3 – 3,500 lbs., 700 FPM.

Under elevator codes of the U.S.A. (e.g., NYC RS-18, ASME A17.1) the capacity of an elevator rated for passengers is stated only in pounds, unlike the European lift code (EN 81-1). The U.S.A. method is appropriate for accuracy. However, assuming the average body weight is presently 165 pounds per person, and the cab can be filled to 80% of its rated capacity, the practical nominal maximums in persons are as follows:

Elevators E-1, E-2, E-4 and E-5: 14 persons
Elevator E-3: 17 persons

iii. The type of operation will be as follows:

Passenger Elevators E-1, E-2 and Passenger/Service Elevator E-3: 3-Car Group Automatic.

Passenger Elevators E-4, E-5: 2-Car Selective Collective or Group Automatic.

iv. The elevator type of controls will be micro-processor-based with an AC variable voltage, variable frequency drive.

v. Elevator Stops:

Passenger Elevator E-1 and E-2: First, Seventh, Eighth and Twelfth through Penthouse 2 Floor.

Passenger/Service Elevator E-3: Cellar through Penthouse 2 Floor and Mechanical Roof Level 1.

Passenger Elevator E-4 and E-5: First Floor through Eleventh Floor.

vi. The elevator machine types will be as follows:

Passenger Elevators E-1, E-2 and Passenger/Service Elevator E-3: Gearless traction type.

Passenger Elevators E-4 and E-5: Gearless or geared traction type.

vii. The elevator doors will be as follows:

Passenger Elevators E-1, E-2 and Passenger/Service Elevator E-3: Center Opening Automatic Doors.

Passenger Elevators E-4 and E-5: Center Opening Automatic Doors.

viii. The Residential Section overhead elevator machine room serving Elevators E-1 and E-2 will be located on Mechanical Roof Level 2. The Residential Section overhead elevator machine room serving Elevator E-3 will be located on Mechanical Roof Level 3. The machine rooms for elevators E-4 and E-5 will be located on the Cellar level.

ix. Drives: ACVF Motor Drive.

13. Elevator Cabs (Residential Section):

i. Elevator cabs will be manufactured by H&B Elevators, Tyler or an equivalent manufacturer.

ii. The floor material will be stone.

iii. The metal enclosure walls will be covered with wood, stone, glass and/or metal paneling.

iv. The top ceiling will be metal or wood.

v. The lighting of the cab will be fluorescent strip cove lighting or down lighting.

vi. Elevator car emergency signaling devices will comply with the New York City Reference Standard RS-18 Elevators and Conveyors, and with the ASME A17.1 Safety Code for Elevators and Escalators. A two-way communication means between the car and a location in the Building that is accessible to authorized and emergency personel will be provided. This will include a "HELP" push button in the car to actuate the communication means, and a visual acknowledgement in the car activated by authorized personnel in case the person(s) in the car is hearing impaired.

vii. Various other elevator safety requirements are also covered in the New York City Reference Standard RS-18 Elevators and Conveyors, and the ASME A17.1 Safety Code for Elevators and Escalators.

I. <u>Auxiliary Facilities</u>

1. Refuse Disposal:

i. Incinerators: None

ii. Compactors: There will be one compactor servicing the Residential Units, International Dynetics Corporation, model # IDC 2001 or an equal or better machine from the same or an equivalent manufacturer. The compactor will have a capacity of 730.8 cubic feet.

iii. Refuse Collection: Refuse chutes for the Residential Units are located on the individual floors. Recyclable materials are stored in bins adjacent to the refuse chute. No refuse collection will be provided for the Commercial Units.

2. Children's Playroom: Approximately 800 square foot children's playroom, containing seating and toys, will be located on the First Floor.

3. Fitness Center: A 4,000 square foot fitness center will be located on the 7th and 8th floors and will contain the following spaces and equipment:

- 2 Exercise Bicycles
- 3 Treadmills
- 3 Elliptical/Crosstrainers
- Stretching Area
- Free Weights
- Aerobic/Movement Room
- Steam Room
- Showers
- Sauna
- Men's and Women's Lavatory
- Men's and Women's Lockers
- One Circuit of Strength Equipment

4. Pool: A 14'-6" x 50'-0" pool with a depth of 3'-6" will be located on the 7th Floor, enclosed by aluminum and glass and tiled walls. The pool will be stainless steel with a tile finish. A hot-tub will be located on the 7th Floor adjacent to the pool and will be stainless steel with a tile finish.

5. Meeting Room/Lounge: A social meeting room/lounge will be located on the 7th Floor and will contain seating, television, kitchenette and lavatory.

6. Laundry Room: A laundry room will be located on the 7th Floor and will contain five (5) coin- or vending card-operated commerical grade washing machines and five (5) coin- or vending card-operated commercial grade, vented dryers.

7. Roof Terraces: Public garden roof areas for residents and their guests will be located on the 7th and 12th Floors.

J. <u>Plumbing and Drainage</u>

1. Water and Supply:

i. Water Service and Storage: One 4-inch domestic water service with a double check backflow preventer and water meter will be provided from the public water main to two (2) House Pumps each rated at 199 GPM. Pumps will supply a Wood Roof Tank that will serve both Domestic Water Supply and Fire Reserve. The Wood Roof Tank has a capacity of 30,000 gallons; of which 10,000 gallons will be for domestic water use and 20,000 will be for fire reserve. The Building will be supplied by three (3) zones of cold water, hot water and hot water circulation.

ii. Reclaimed Water: A separate three (3) zone system will supply reclaimed water from the water treatment facility to water closets and cooling tower make-up. The system will be supplied by a triplex constant pressure pumpset.

iii. Domestic Hot Water: Hot water for the Residential Units will be provided via gas fired hot water heaters. The piping system will consist of Type L copper tubing with 95-5 tin-antimony soldered joints. All mains and risers will be insulated. Domestic hot water heaters for the Commercial Units will be provided by the tenant as required.

2. Fire Protection System:

i. Fire water Services: One 6-inch fire service with 6-inch double detector check valve to supply 750 GPM manual fire pump located in the Cellar and 500 GPM special service fire pump located in roof mechanical room.

ii. Standpipes: The fire standpipe system will consist of two 6-inch fire standpipe risers. The fire standpipe serves the residential floors and will be located in the stairway. Two (2) three-way roof manifolds will be provided. The fire standpipe will be supplied by the Wood Roof Tank, Manual Fire Pump and special service Fire Pump. Fire standpipe piping will be Schedule 40 black steel piping.

A 2½ inch hose valve with cap and chain will be located at fire standpipe at each floor above the Lobby Level.

Piping will be Schedule 10 or 40 steel piping with rolled or cut grooved or threaded joints.

iii. Hose Rack, Hoses and Nozzles: A central hose station and locked key box will be located at the First Floor.

A 2½ inch hose valve with 1½ inch hose and nozzle will be provided at fire standpipe at the Lobby Level and 2 ½" hose valves and hose racks on the Cellar Level.

iv. Sprinkler System: Sprinkler water will be supplied from the Fire Reserve in the Wood Roof Tank, Manual Fire Pump and Special Service Fire Pump via the 6" standpipes.

Automatic wet sprinklers will be supplied from combined FSP/sprinkler riser for entire Building, except the garage and loading dock areas.

Piping will be Schedule 10 or 40 steel piping with grooved or threaded joints.

Sprinkler heads will be provided as required by code NFPA 13 1989/ New York City Building Code with a combination of concealed heads and extended coverage sidewall heads.

Dry sprinkler system to be provided for garage and loading dock areas.

v. Siamese Connections: One 6"x3"x3" siamese combined fire sprinkler and standpipe connection will be provided at each street.

3. Water Pressure and How Maintained: Water pressure booster pumps are provided for high zone system. Gravity system with PRVs provided for low and mid zone domestic use to provide a minimum pressure of 30 psi at all fixtures. A constant pressure pumping system located in the water treatment facility in the cellar with PRVs will distribute the reclaimed water to the water closets at a minimum presure of 30 psi.

4. Sanitary Sewage System:

   i. Sewage Piping: Sanitary sewage will be conveyed by gravity via vented soil and waste branches, stacks and house drains to city sewers and to an onsite water treatment facility. Overflow from the water treatment facility will drain by house drains to the city sewers.

      Drainage and vent piping will be no-hub cast iron piping with stainless steel couplings and rubber gaskets.

   ii. Sewer Ejector: Duplex sewer ejector will be provided for sanitary drainage below street level.

   iii. Sewage Connection: One 8" diameter sewer connection at Battery Place. One 12" diameter sewer connection at Second Place.

5. Permits required: All permits will be obtained by the plumbing and sprinkler contractors.

6. Storm Drainage: Gravity roof drainage from roof drains and terrace drains to a storm water retention tank for make-up at the water treatment facility or irrigation. The storm water retention tank includes a filtration and chlorination system to treat water for re-use. The storm water retention tank will be located on the Fourth Floor of the Building.

   i. Catch Basins: None

   ii. Roof and Terrace Drains: Roof and terrace drains will be located on the roof and terraces.

   iii. Piping: Cast iron piping with hub and spigot fittings and push-on joints.

   iv. Ejector Pumps: Ejector pumps will be provided to collect and discharge Storm Water and Area drainage that is located below the sewer level and can not be drained by gravity. Drainage that cannot be removed by gravity will be collected in pits pumped up to the sewer elevation. Piping will be cast iron with hub and spigot or mechanical joints.

   v. Storm Drainage Disposal: Two (2) storm lines connected to the municipal street storm sewer.

K. Water Treatment Facility

1. An approximately 25,000 gallon per day (GPD) sewage treatment plant located in the Cellar will be provided to treat a portion of the Building sewage. The treatment system uses the Membrane Bio-Reactor Process (MBR) and multiple levels of disinfecting by means of ozone and ultraviolet light treatment. The system will be designed to provide high quality treated and disinfected reclaimed water that will be used for flushing water closets, cooling tower make-up, and other uses by BPCA.

L. Heating

1. Domestic Hot Water Heating: Domestic hot water for each residential zone will be provided by duplex gas fired heaters located in the 11th Floor mechanical room and by heat recovery domestic water heaters located in the roof mechanical room.

2. Space heating: Space heating will be provided by two (2) gas fired absorption chiller/heaters, York YPC19S or equivalent. These units will provide hot water for distribution to the Units (other than the BPCA Unit) fan coil units as well as baseboard radiation, unit heaters, heating and ventilation units, air handling units and fan coil units throughout the Building. The system will be designed to meet the New York City and State Energy Code as well as the Battery Park City Authority Residential Environmental Guidelines.

Lobbies and entrances to the Building from the street are heated by air handling units with hot water heating coils.

Common Elements above the First Floor such as the tops of stairwells and exits to the roof are heated with fan forced hot water unit heaters or cabinet heaters.

The Building's heating system will be designed to maintain a temperature of 68°F inside when the outside temperature is +13°F. The fan coil units with hot water coils, as manufactured by International Environmental Corp. or similar manufacturer, will be provided in each of the Residential Units. Bathrooms located on the perimeter of the Building and below the roof will be equipped with wall mounted electric heaters with integral thermostats as manufactured by Broan or with hot water baseboard radiation.

Retail Units and the Garage Unit will be provided with hot water valved and capped outlets for future installation of heating units. Temporary hot water unit heaters with integral thermostats as manufactured by Trane or similar manufacturer will be provided. BTU meters will be provided in the hot water lines to measure tenant consumption.

When the outdoor air temperature falls below 13°F the outside air ventilation system will be designed to reduce the supply air flow rate in order to conserve energy.

3. Piping, Insulation, Pumps: Schedule 40 steel with standard weight fittings. Hot water piping will be insulated as required by the 2003 Energy Code.

   There will be five (5) hot water pumps for heating to be used to distribute hot water throughout the Building. Three (3) primary pumps (one (1) will be standby) and two (2) secondary pumps (one (1) will be standby).

M. Gas Supply

1. Type: The Building will be provided with gas service as called for on the drawings for gas-fired chillers/heaters, gas-fired humidifiers, gas furnaces, cooking ranges, domestic hot water and micro turbine (if any).

2. Meters: The gas for the space heating will be metered at firm rates. A common meter will be provided for the Residential Units' gas cooking ranges.

   Meter(s) when provided for Commercial Units will be provided for direct metering by the utility company.

3. Piping Material: Black steel Schedule 40 pipe with malleable fittings for low pressure piping 4 inch and smaller and welded joints for low pressure piping over 4 inches. High-pressure piping upstream of pressure regulators to be welded and radiologically examined.

N. Air Conditioning

1. Type of system: Chilled water system with four pipe fan coil units provided in the individual Residential Units. Air handling units with chilled water cooling coils will be provided for the miscellaneous conditioned spaces. Chiller plant will consist of two (2) direct fired absorption machines that utilize natural gas, York YPC19S, or equal machines from the same or an equivalent manufacturer. The Individual units for Residential Units are designed to meet all requirements of New York State Energy Code. Cooling capacities are based on ASHRAE and ARI conditions of 89 deg F DB/73 deg WB outside, 78 deg F DB/63 deg F WB inside air as discussed below.

2. Cooling Tower and Pumps: There will be a two cell open cooling tower on the roof. The two cell cooling tower will be manufactured by Marley or an equivalent manufacturer, model no. NC8310FL2, 3,510GPM, 100°F EWT, 85°F LWT, 78°F EWB, (2) 40HP motors at 460V, 60Hz, 3 Phase, or an equal machine.

There will be three (3) condenser water pumps that will distribute condenser water to the direct fired absorption machines. Two (2) pumps will operate and one will be a standby.

The cooling tower, chiller plant and water circulating pumps sizing was based on the peak "bulk" cooling load for the residential and commerical areas of the Building, calculated in accordance with ASHRAE Guide recommendations and the NY State Energy Code.

3. Individual units: Individual units for Residential Units are designed to meet all requirements of NY State Energy Code. Cooling capacities are based on ASHRAE and ARI conditions of 89 deg F DB/73 deg WB outside, 78 deg F DB/63 deg F WB inside air.

   Separate air handling units will be provided for main entrance lobby and miscellaneous areas such as the elevator machine rooms, fitness center, etc. as detailed in the tables below.

   Individual Residential Units will be provided with four pipe fan coil units of capacities and quantities as follows: Fan coil units were sized for the estimated individual peak cooling-heating requirements of each Residential Unit. Thermostats located in the individual fan coil units will control its corresponding heating-cooling coils.

   Retail Units and the Garage Unit will be provided with chilled water valved and capped outlets for future installation of cooling units by the tenant. BTU meters shall be provided in the chilled water lines to measure tenant cooling consumption.

   Tempering of corridor air will be provided by chilled/hot water air handling units. When climate conditions exceed design air temperatures, the system will be designed to reduce supply air flow.

   When the outdoor air temperature exceeds 89 deg F DB/73 deg WB the outside air ventilation system will be designed to reduce the supply air flow rate in order to conserve energy.

   The fan coil units and air handling units will be provided in various sizes as indicated on the plans. The capacities are as follows:

Symbol	Manufacturer and Model Number	CFM	GPM (Cooling)	Total Capacity MBH Cooling	Total Capacity MBH Heating
A	International Env. MPY-06	420	1.9	11.2	25.1
B	International Env. MPY-08	420	2.2	13.3	25.1
C	International Env. MPY-10	820	3.1	18.4	40.4
D	International Env. MPY-12	840	3.6	21.6	40.7
AHU-C-1	Climate Changer CLCH-25	10,000	80	500	700
AHU-8-1	Climate Changer CLCH-6	1,800	30	155	172
AHU-8-2	Climate Changer CLCH-3	1,000	18	87	110
AHU-8-3	Climate Changer CLCH-17	7,500	70	342	452
AHU-10-1	Climate Changer CLCH-17	7,400	108	705	740
AHU-11-1	Climate Changer CLCH-10	5,100	54	366	440

Symbol	Manufacturer and Model Number	CFM	GPM (Cooling)	Total Capacity MBH Cooling	Total Capacity MBH Heating
AHU-11-2	Climate Changer CLCH-8	4,000	58	374	345
AHU-35-1	Climate Changer CLCH-10	2,700	42	253	250

All Residential Units will have one or more of the above scheduled 4 pipe fan coil units as indicated on the drawings.

Location	Common Area Served	HVAC Types and Numbers
Cellar	Lobby	AHU-C-1
9th Floor	Laundry Supply	AHU-8-1
9th Floor	Health Club OA Supply	AHU-8-2
9th Floor	Health Club	AHU-8-3
10th Floor	Corridor Supply	AHU-10-1
12th Floor	Apartment OA Supply	AHU-11-1
12th Floor	Corridor Supply	AHU-11-2
Roof Mechanical Room	Corridor Supply	AHU-35-1

O. Ventilation

1. Kitchens: Residential kitchens will be ventilated with an exhaust ventilation system as indicated on drawings from each kitchen. A minimum of 60 cubic feet per minute will be continuously exhausted from each kitchen. Each Residential Unit kitchen shall contain a switch controlled motorized damper that will increase the exhaust rate up to 225 cfm.

2. Bathrooms: Residential bathrooms will be ventilated with an exhaust ventilation system exhausting a minimum of 50 cubic feet of air per minute from each bathroom.

3. Non-Residential Bathrooms: Interior non-residential bathrooms located on the Cellar Level, First Floor and in the pool locker area will be ventilated with an exhaust ventilation system exhausting a minimum of 50 cubic feet of air per minute for each water closet and urinal.

4. Locker Rooms: Locker room will be ventilated with exhaust ventilation capable of exhausting air at a rate of six air changes per hour.

5. Public Corridors: Typical floor corridors are provided with conditioned air as required by NYC code.

6. Non-vented condensing clothes dryers will be provided in each Residential Unit. Vented clothes dryers will be provided in the Building's laundry room on the 7th Floor.

7. Gas Meter Room: Gas meter room will be provided with natural ventilation to the outside.

8. Units: All Residential Units will be provided with ventilated heated and cooled outside air at an air flow rate equivalent to 70% of Residential Unit exhaust rate. The outstide air will be humidified during the heating season. The Retail Units will be provided with blanked-off louvers for ventilation as required by the retail tenants. Connection to these louvers will be by the individual retail tenants as they fit-out their repective spaces. The Garage Unit will be provided with a ventilation system as described below in paragraph U.

P. Electrical Systems

1. Incoming Service: Incoming service at 120/208V, 3 phase, 4 wire will originate from Con Edison vaults and terminate in 5th Floor switchboard room.

2. Service to individual units: Capacity provided for each Residential Unit will be in accordance with Code requirements in various sizes, as noted below, at 120/208V, single phase, 3W.

   0 Bedroom Apartment – 100 Amp
   1 Bedroom Apartment – 100 Amp
   2 Bedroom Apartment – 100 Amp
   3 Bedroom Apartment (other than PH2A and PH2B) – 100 Amp
   PH 2A and PH 2B – 125 Amp

3. Compartment switch gear: Two (2) 4000 Amperes switch boards will provide distribution to unit distribution centers, base building loads, and to the BPCA Unit. The switchgear will be located on the 5th Floor across the corridor from Passenger Elevators 4 and 5 and Residential Units A, B C and K, adjacent to Residential Unit G.

4. Apartment Distribution Centers: Distribution centers will be provided on the following floors: 5, 6, 9, 12, 16, 19, 22, 25, 28 and 31.

5. In addition to utility provided electricity from Con Edison, electricity will be produced on-site using Photovoltaics (PV) and, if approved, a natural gas microturbine. PV modules will be mounted on the Building bulkhead facade and consists of 3,100 square feet of silicon based solar panels. The PV array will be rated for 32.2 kw. The PV system will be connected to the Building's electrical distribution through a system of inverters and transformers and will be operated in parallel with Con Edison's electrical grid. Subject to the approval of the NYC Department of Buildings and the NYC Fire Department, a natural gas microturbine will be installed and used to generate electricity and the waste heat will be used to produce domestic hot water for the Building. The microturbine will produce nominally 60KW at 480/277 VAC and will be connected to the Building's electrical distribution through the mechanical distribution panel located in the bulkhead.

6. Adequacy

   i. Service: 30 circuits per unit, capacity to handle modern appliances.

   ii. Lighting and Fixtures: Lighting fixtures will be provided in all kitchens, vestibules, hallways, and bathrooms.

   iii. Convenience Outlets, Appliance Outlets: Convenience outlets will be provided as per applicable code. Appliance outlets will be provided as follows:

      Ovens @ 8000 watts
      Dishwashers @ 20 amps
      Electric Dryers @ 5000 watts
      Microwave @ 20 amps
      Refrigerator @ 20 amps
      Electric Washer @ 20 amps
      Waste Disposal @ 20 amps

Q. Intercommunication and/or Door Signal Systems, Security Closed Circuit Television:

The Residential Section intercommunication system will be a telephone intercom system. The door signal will be an electrical buzzer.

The Residential Section will be provided with telephone, internet and cable television backbone, from the telecommunications room in the Cellar to the telecommunications closet on various residential floors.

Closed circuit television cameras and door control systems will be installed as called for on the drawings.

R. Public Area Lighting:

Lighting will be provided to the public areas of the building by incandescent, fluorescent, and/or halogen light fixtures. Lights will typically be ceiling-mounted, either recessed or surface-mounted. Lighting in stairwells will consist of fluorescent fixtures with integral emergency packs and integral motion sensors to reduce light levels by at least 2/3rd. Some fixtures will be switched off by motion sensors when those spaces are unoccupied. Residential corridors will be provided with recessed compact fluorescent downlights and /or decorative compact fluorescent wall sconces. The parking garage will be provided with fluorescent strips. In both the residential corridors and the parking garage, emergency illumination will be provided by integral emergency battery packs within some of the light fixtures. Some fixtures will be switched off by motion sensors when the those spaces are unoccupied. Some of the electrical distribution will originate from the electrical service room on the 5th Floor. Distribution will be at 208 volt/120 volt for lighting and receptacle loads. A step-up transformer will be provided to serve motor loads at the mechanical bulkhead. Electrical closets will be provided to serve the residential floors. Lighting within Retail Units will be provided by the Unit Owner or their retail tenants.

S. Fire Alarm System

The Building will have a J2 classified system consisting of a smoke detection and sprinkler panel to monitor water flows, tampers and smoke detectors. A Fire Fighters Telephone system will be provided as per TPPN #3-03. A 10" waterflow bell, 8" smoke bell and 6" trouble bell will be located at the fire alarm panel. A manual pull station will be provided at the main panel for activation of the system. Smoke detectors will be provided in all utility rooms over 75 square feet, at the top of the elevator shaft and for elevator recall. Waterflow detectors and tamper switches will be provided on each floor. Heat detectors will be provided in the elevator machine room, to be located within 2' of each sprinkler head and selected to operate at a lower temperature than the sprinkler head. Duct detectors with relays for motor shutdown will be provided on the supply side of all air handler units greater than 2000 CFM and on the supply and return side of all air handler units greater than 15000 CFM. The Fire Alarm will be provided with spare capacity to accommodate connection for future tenants. See Section BB.

T. Television Reception Facilities

Wiring will be installed in each Residential Unit to enable the Unit Owner to obtain cable television service from Time Warner Cable, or equal. Blank outlets will be provided for connecting to these wires. Such connections will be installed by the cable television company, at the Unit Owner's expense. The Building will not be equipped with a Master Television Antenna System. No provisions will be provided for the Garage and Retail Units.

U. Garages and Parking Areas

The garage space in the Cellar will be provided with a mechanical exhaust system meeting New York City Building Code. Exhaust fans will be provided at the roof level with intake fans located within the garage space with CO detection for ventilation system control. The garage will be provided with floor drains. The floor of the garage will be concrete and will have concrete masonry unit walls. The garage will also have a roll down entrance door.

V. Swimming Pool:

Pool: A 14'-6" x 50'-0" skylight pool with a depth of 3'-6" will be located on the 7th Floor, enclosed by aluminum and glass and tiled walls. The pool will be stainless steel with a tile finish.

W. Tennis Court:

None

X. Storage Bins/Bicycle Storage:

There will be 126 double tiered storage bins, 36 inches by 48 inches (with a height of 60 inches), located at the Cellar level made of metal mesh partitions and doors. There will space for storage of 126 bicycles located at the Cellar level within the storage bin space.

Y. Permits and Certifications:

The Building is filed under "application for new building" with all required permits and inspections including: Department of Air Resources, Elevator Safety, Boiler Safety, Fire Department and Buildings Department permits.

Z. Unit Information

1. Finish Schedule for typical Residential Units from the 3rd through Penthouse 2 floors:

Space	Floor	Wall	Base	Ceiling
Foyer	WD	P	WD	P
Living Room	WD	P	WD	P
Bedrooms	WD	P	WD	P
Kitchens	WD	P	WD	P
Bathrooms	T*	P/T*	ST	P
Closets	WD	P	WD	P

*Stone, porcelain and/or ceramic tile on floors, shower and bathtub walls.

Wood floors will be walnut, maple, or oak engineered veneer hardwood and glued down or floating over sound attenuation underlayment, or equal.

Kitchen and bathroom cabinets will be teak, oak or bamboo veneered wood, or equal.

Kitchen countertops will be stone and bathroom countertops will be stone.

2. Bathroom Fixtures for Units from the 3rd through Penthouse 2 Floor:

5'-6" Bathtub@ Master Bath	Kohler "Dynametric" K-515 / K-516, or equal
5'-0" Bathtub	Kohler "Villager"K-713 / K-714, or equal
Lavatory	Kohler "Ladena" K- 2214, or equal
Toilet	Kohler "Wellworth" K-3423, or equal

3. Kitchen Appliances for Residential Units from the 3rd through Penthouse 2 Floor:

Refrigerator	Subzero, 611, 30" Over-Under refrigerator, (typ. for 0 – 2 BR units. Subzero, 650, 36" for 3 BR (or more) units.
Range Top	Bosch, NGT745UC 30" Gas Cooktop
Oven	Bosch, HBL745AUC 30" Single Electric Wall Oven, stainless steel
Dishwasher	Bosch, SHX46A05UC, stainless steel
Microwave	GE, JEM31S, stainless steel
Recirculating Hood	Faber, 5980410

Washer and Dryer	ASKO 6021 Washer and T721 Condenser Dryer
Sink	Kohler Undertone K-3332, stainless steel
Garbage Disposal	Insinkerator Model 777ss

4. Lighting:

FIXT. TYPE	FIXTURE DESCRIPTION	FIXTURE MFR. AND NO., (OR EQUAL)	REMARKS
CD	Recessed Downlight with White Baffle and White Trim Ring	HALO 5012P-MOD LAMP	Residential Unit Corridors
CE	Surface, Wall-Mount Flourescent Fixture. White Finish	Either GAMMALUX GB22D-114T5-120V-ERS-MOD 2'-SF-ASL-WSG or ARTEMIDE RON REZEK BASIC STRIP-17W-WHITE	Residential Unit Walk-In Closet
CF	Recessed Ceiling Junction Box	N/A	Residential Unit Dining Area
CG	Surface-Mount Fluorescent Undercabinet Light. Silver Finish.	Juno UFL12 / UFL22 / UFL46-SL Series + UHL-DWM-BL	Residential Unit Kitchen
CH	Surface Mount Fluorescent Striplight	Legion 1610- 214/ 221 / 228 Series / 221 6T Series	Residential Unit Kitchen
CJ	Recessed Wet Location Downlight with White Trim Ring and Frosted Diffuser	HALO 5051P-MOD Lamp	Residential Unit Bathrooms – Tubs and Showers
CK	Medicine Cabinet with Integral Lighting on Top and Bottom of Mirror	ENCORE LIGHTING FL-MC-E-MOD	Residential Unit Bathrooms
CL	Sconce in Powder Room		Residential Unit Powder Rooms
ED	Surface Wall Mounted Compact Flourescent Steplight	BEGA 2094P-Series	Residential Unit Private Terrace
GA	Two-Lamp Fluorescent Strip	Legion Lighting 2410-232-EBO-WG	Parking Garage Unit
GA-EM	Same as 'GA' with integral cold-weather emergency pack	Same as type 'GA' IOTA ICE-80 EMERGENCY PACK	Parking Garage Unit

AA. Finish Schedule of Other Spaces

Space:	Floor	Wall	Base	Ceiling
Stairs	DE	P	P	P
Public Corridor	CPT	P	WD	P/AT
Service Room	VCT	P	P	AT
Electrical Closet	DE	P	P	none
Ground Floor Lobby	ST/WD	P/WD/ST	WD	GWB/P
Cellar Floor (excludes Garage Unit)	DE	P	P	P

ABBREVIATIONS FOR FINISHES

AT ACOUSTICAL TILE
CT CERAMIC TILE

CPT	CARPET
CONC	CONCRETE
DP	DUSTPROOFING AND HARDENER
DE	DECK ENAMEL
GT	GRANITE TILE
GWB	GYPSUM WALLBOARD
HC	HUNG CEILING
LWP	LIQUID WATERPROOFING
MT	MARBLE TILE
MP	METAL PAN
P	PAINT
QT	QUARRY TILE
SP	SPRAY PAINT
ST	STONE
VCT	VINYL COMPOSITION TILE
WC	WALL COVERING
WB	GYPSUM WALL BOARD
WRWB	WATER RESISTANT GYPSUM
WD	WOOD

BB. Apartment Smoke Detection System

1. Each unit will contain a combination smoke and carbon monoxide detector located in the vicinity of the bedrooms, as required by the New York City Fire Code.

2. The detector will be wired to a 120-volt local power supply and will be self-contained with its own sounding device, as required by the New York City Fire Code.

CC. Dimension of Units

The square foot area of the Units set forth in the floor plans, Exhibit 5 of Part II to the Offering Plan are approximate and were obtained by using the method customarily used in New York City to measure condominium apartment units. The units were measured from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and partitions separating a Unit from other Units, and to the exterior side of the public corridors, stairs, elevators, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. 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 floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above. However, the Board, Sponsor and Sponsor's designee will each have an easement to install and maintain pipes, conduits, wires, ducts and other facilities in the space between the underside of each such floor slab and the top surface of each Unit's finished ceiling, without any need to obtain the consent of any Unit Owner with respect to the same. The clearance between the top of the concrete floor slab and the bottom of the finish ceiling in the Units is indicated in section G, but certain Units and areas within other Units may have clearances of less than indicated in section G, to accommodate facilities located above the same or otherwise to respond to field conditions.

SLCE Architects

Date: 11/02/06

(Architect's Seal)

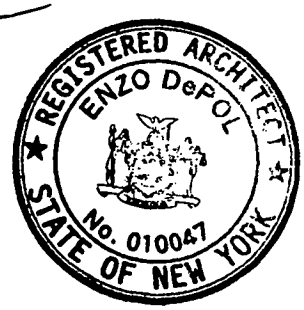


EXHIBIT "5"

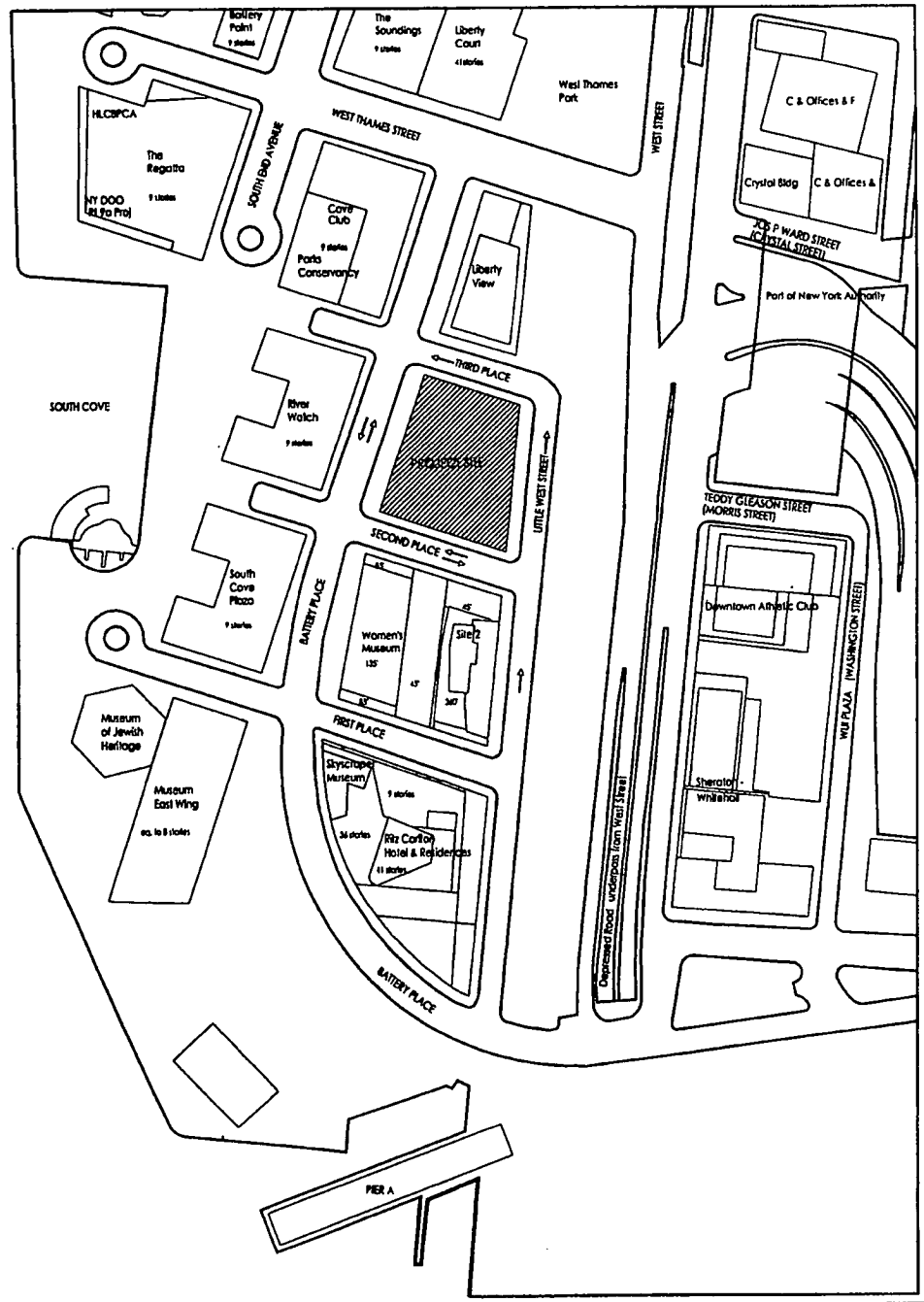
FLOOR PLANS

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES.

PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

AREA MAP



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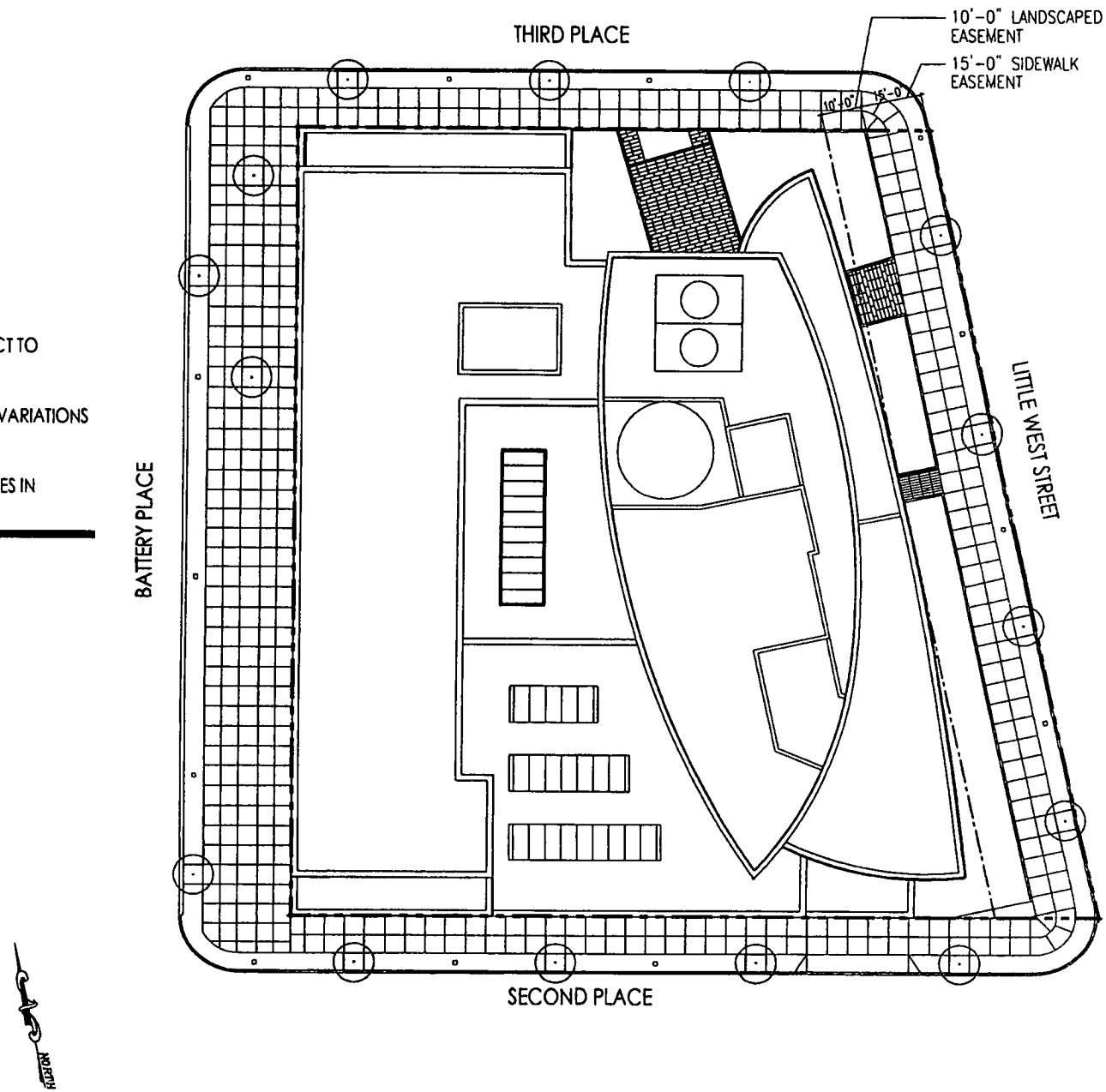
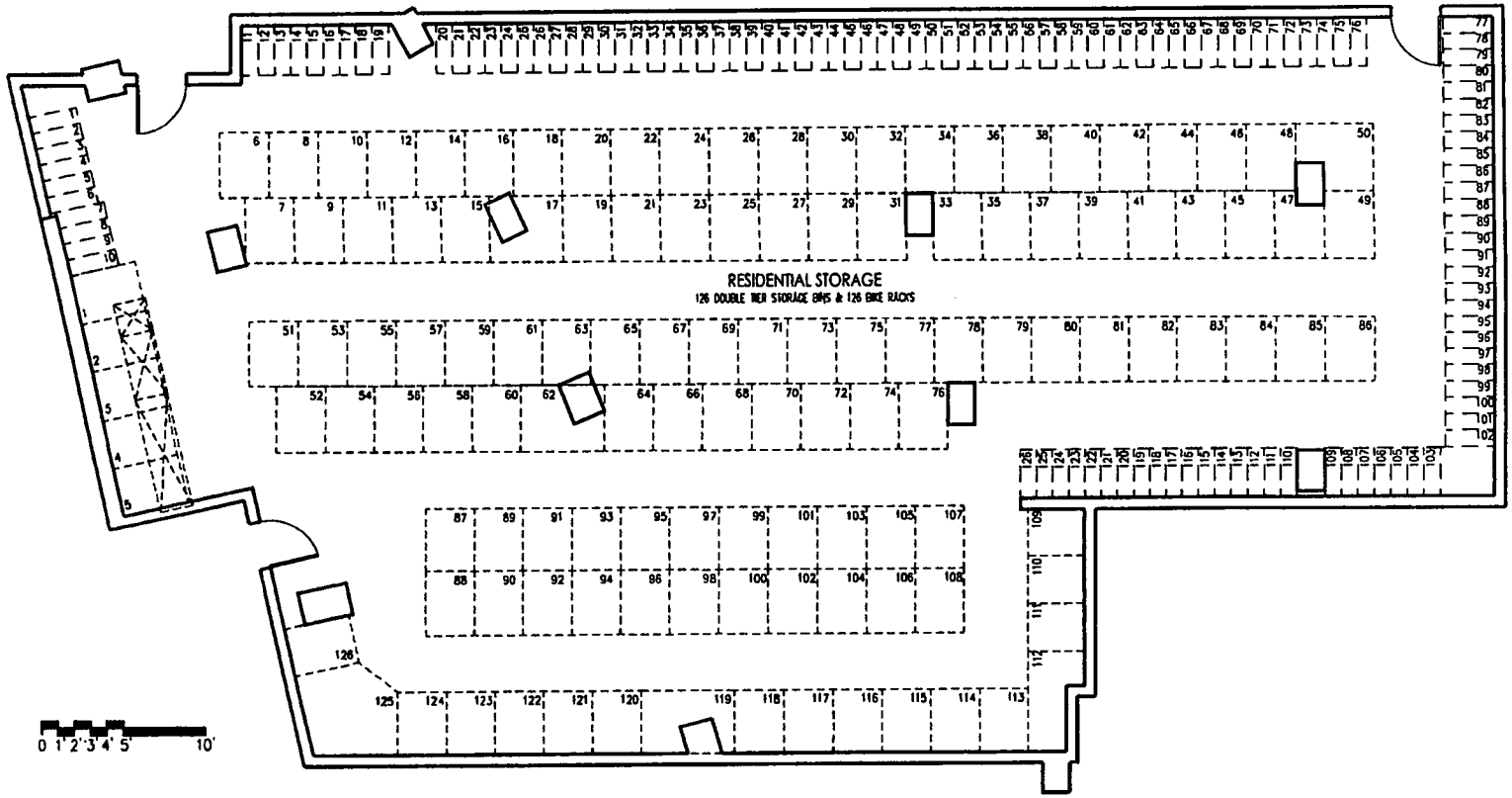
SITE PLAN





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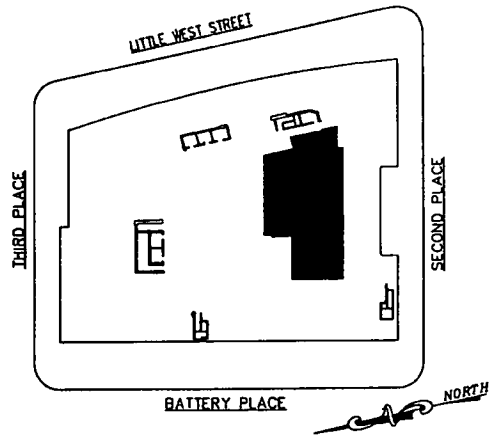

CELLAR FLOOR

RESIDENTIAL STORAGE - 3,351 S.F.
311.48 S.M.

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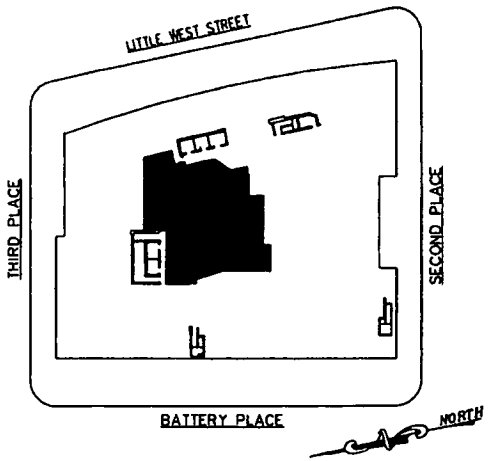
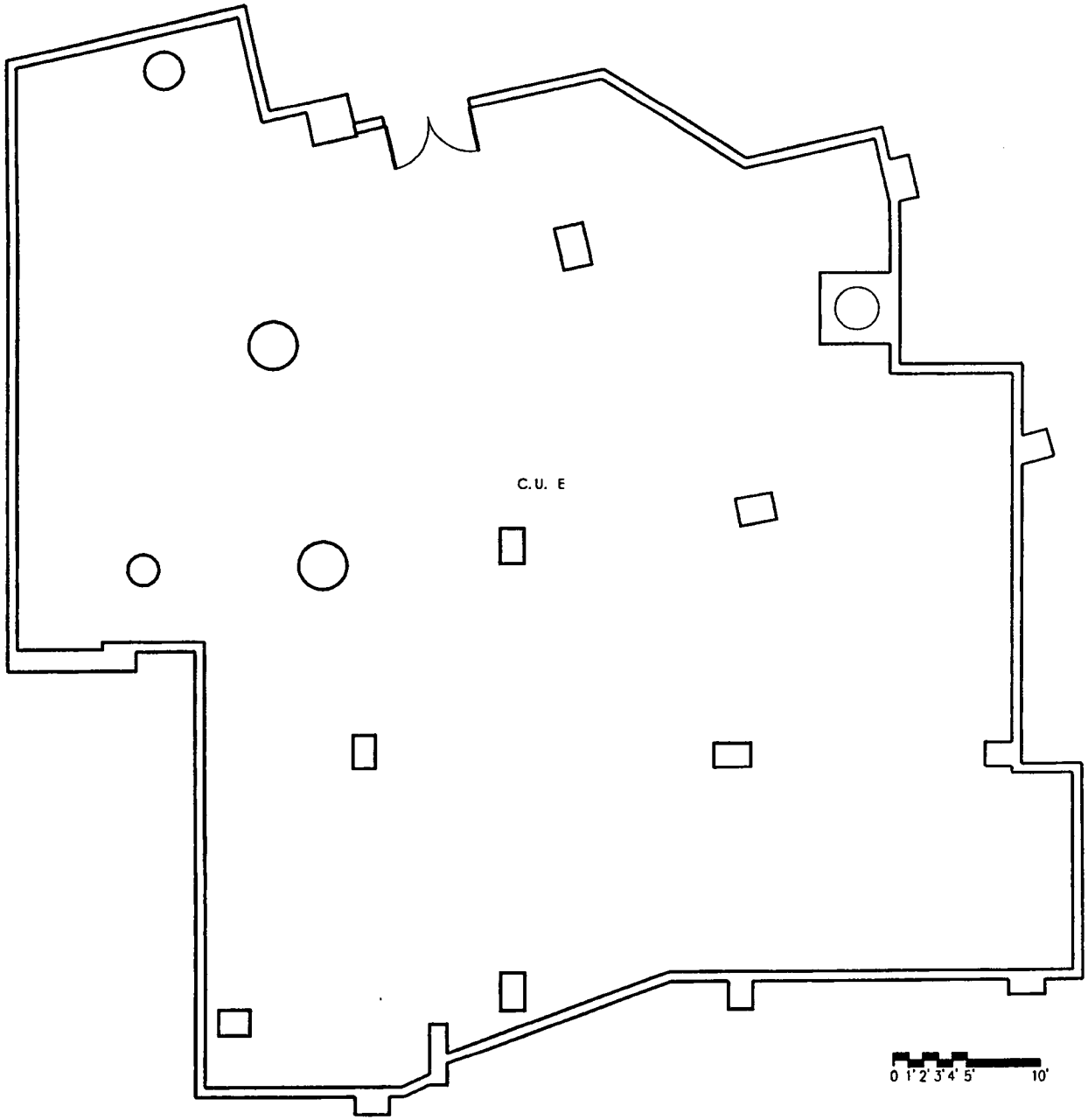
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

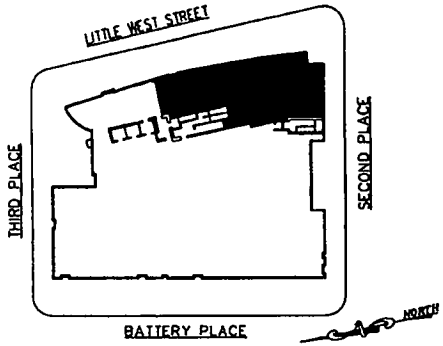
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

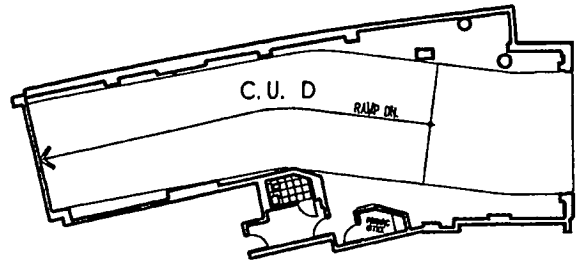
CELLAR FLOOR

C.U. E - 4,032 S.F.
374.78 S.M.









GROUND FLOOR

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES.

PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

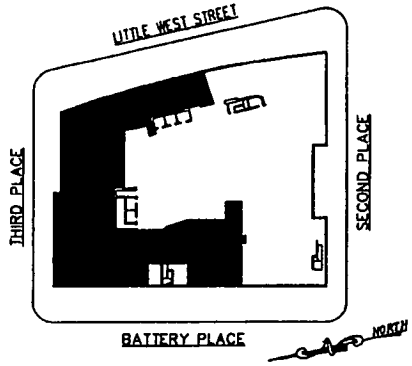
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

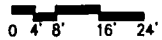
CELLAR FLOOR

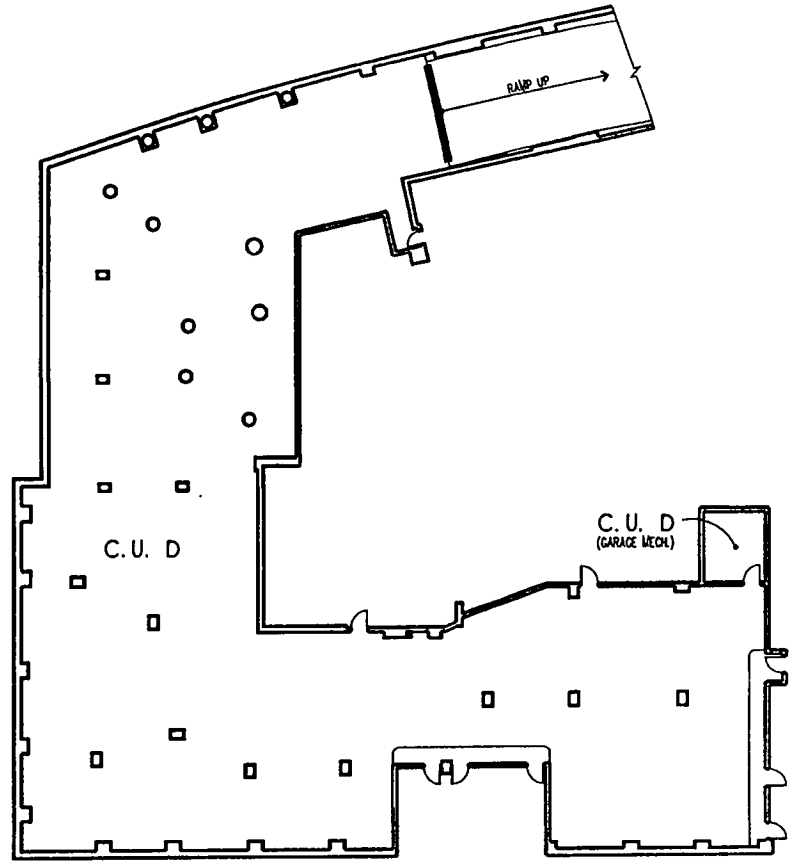
C.U. D - 11,518 S.F. (GARAGE)
1,070.60 S.M.

GROUND FLOOR

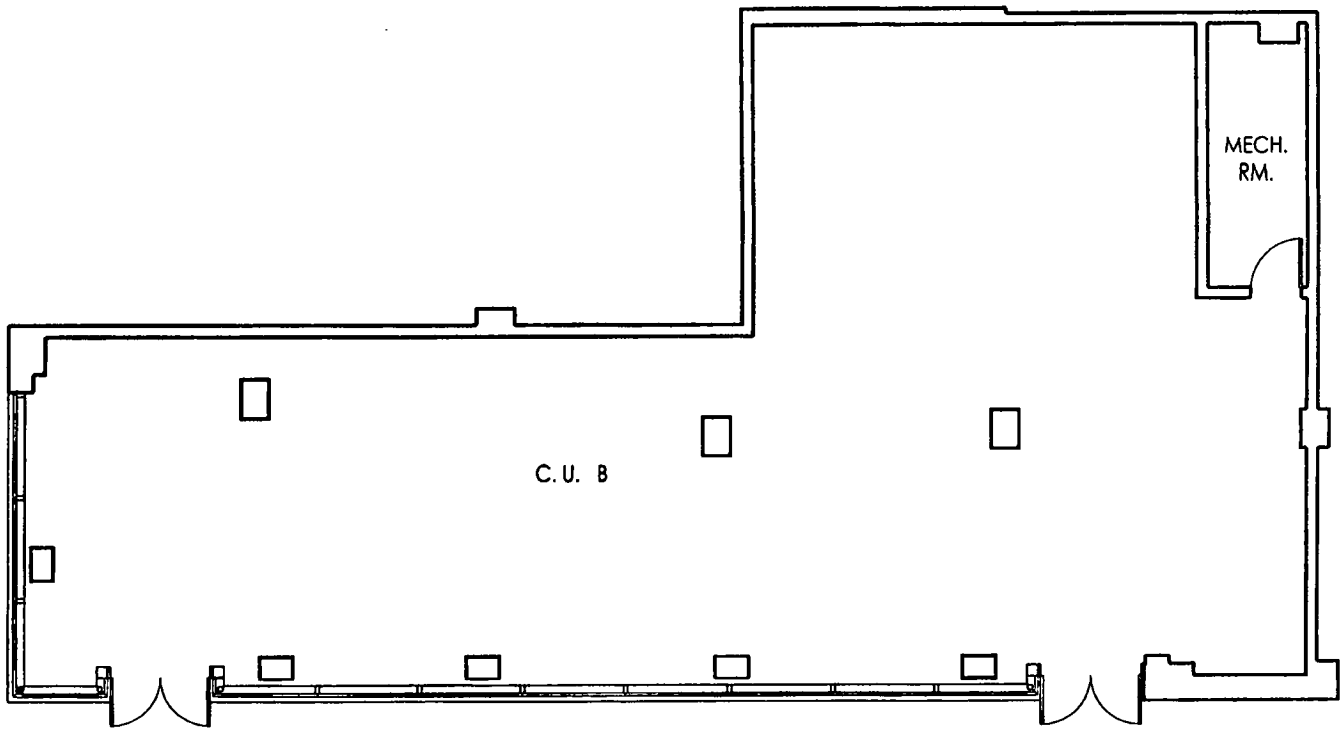
C.U. D - 3,198 S.F. (GARAGE)
297.26 S.M.

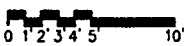






CELLAR FLOOR

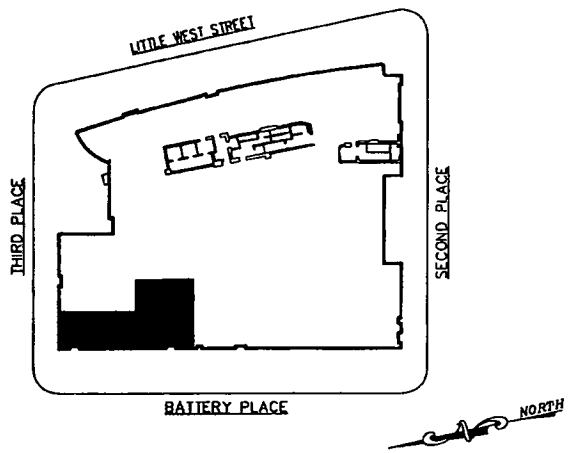




ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES.

PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



GROUND FLOOR

C.U. B - 2,388 S.F. (RETAIL)
221.97 S.M.

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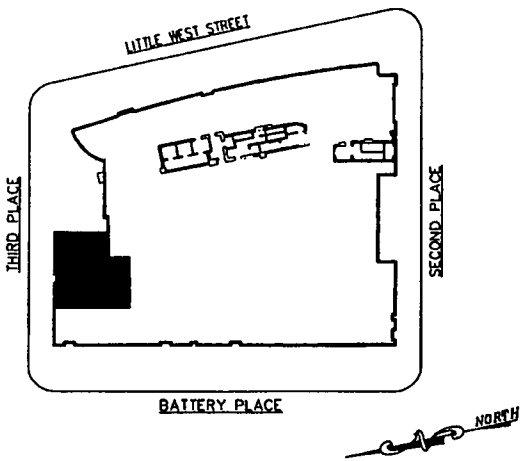
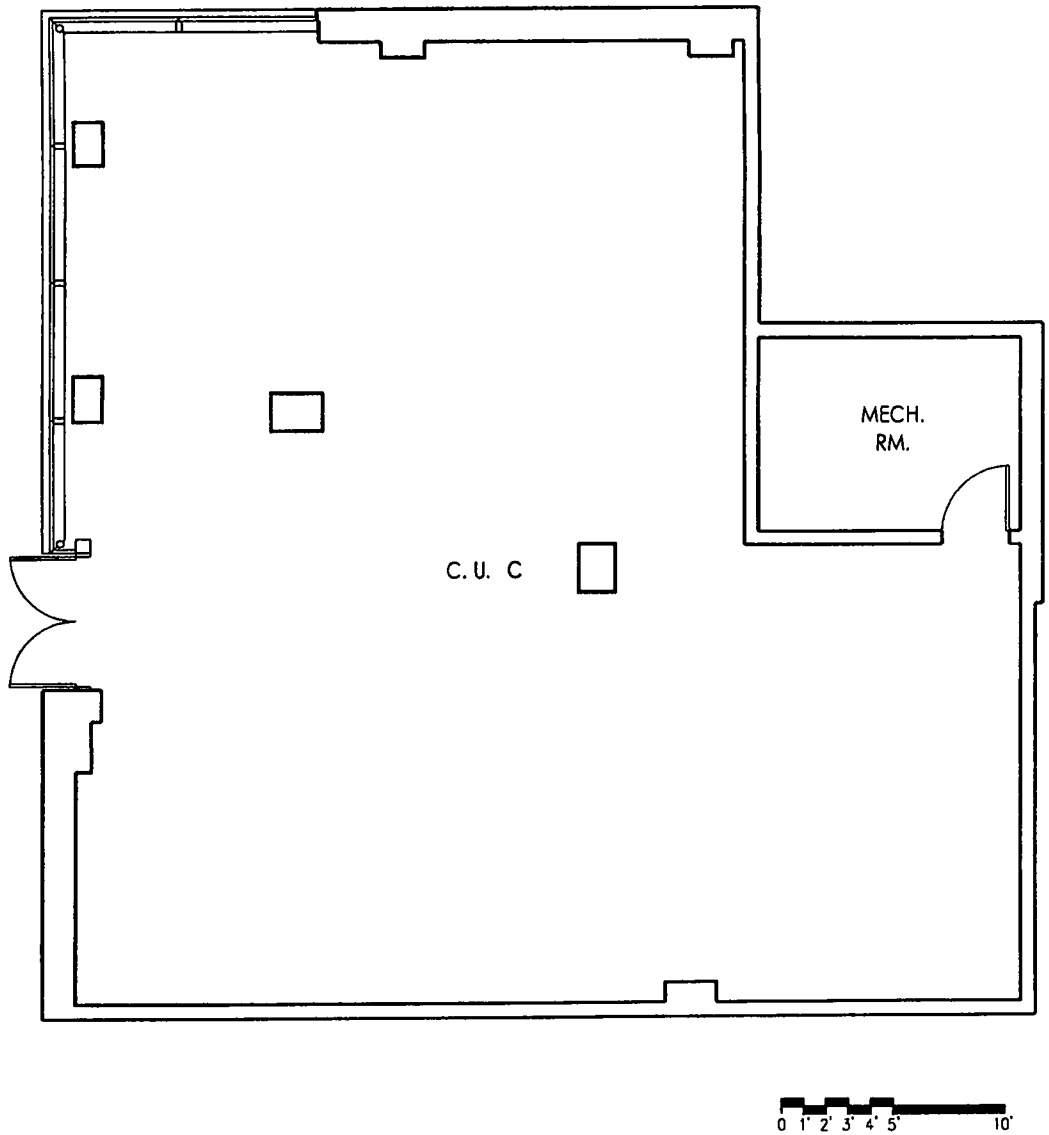
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

GROUND FLOOR

C.U. C - 1,868 S.F. (RETAIL)
173.63 S.M.





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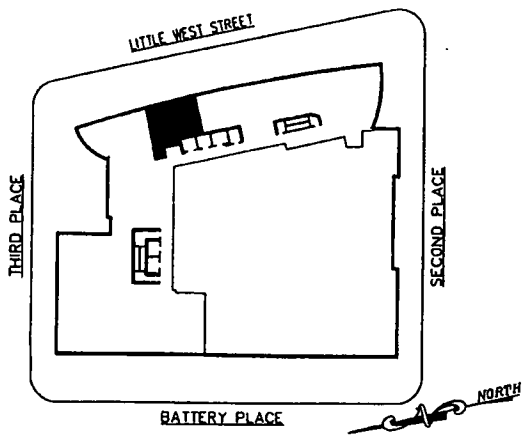
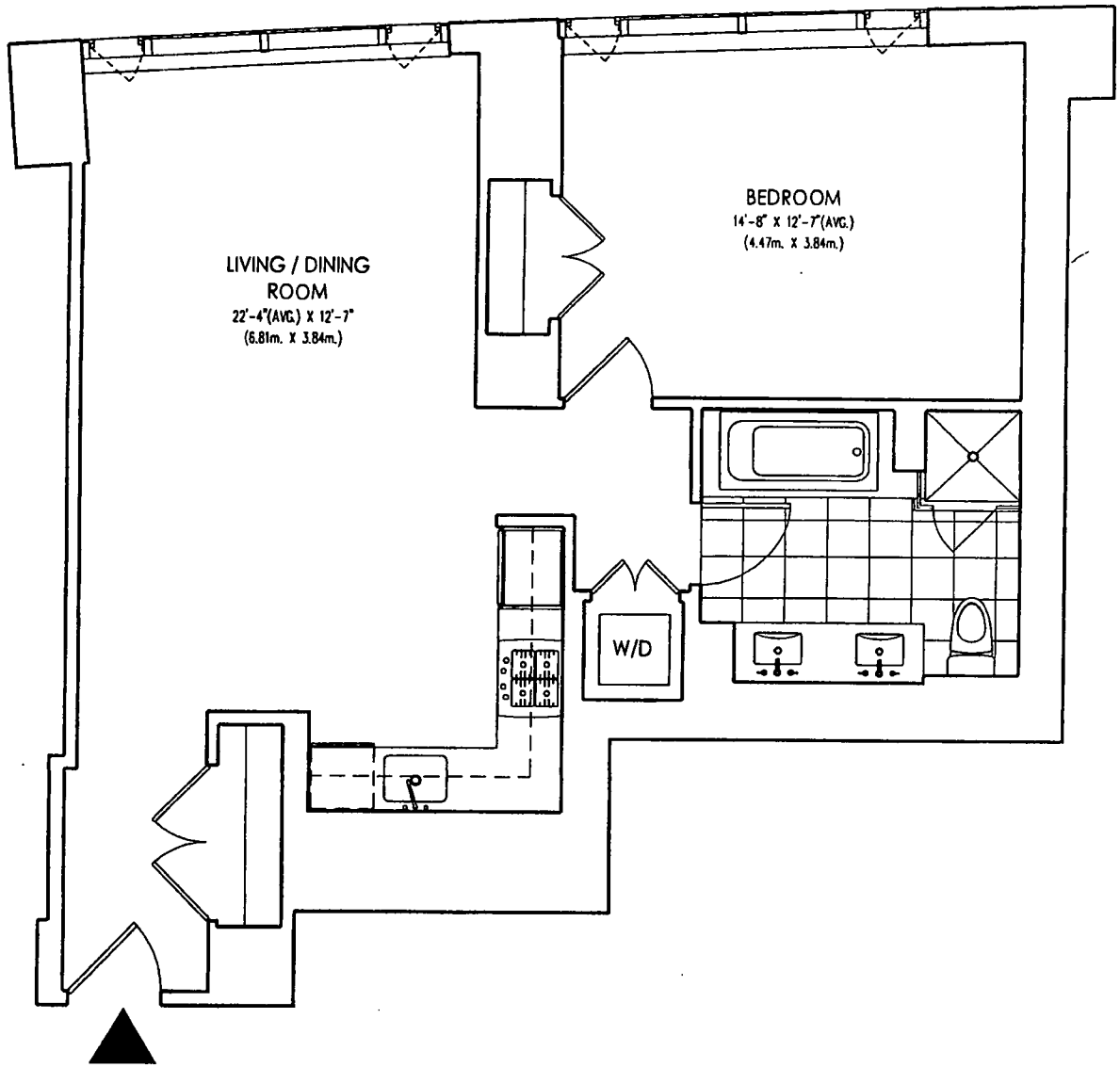
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

UNIT A

FLOOR 3-11,14-24
1 BEDROOM
1 BATH
819 S.F.
76.13 S.M.





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PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

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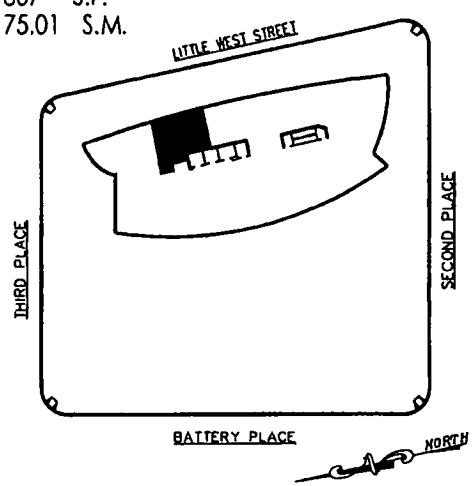
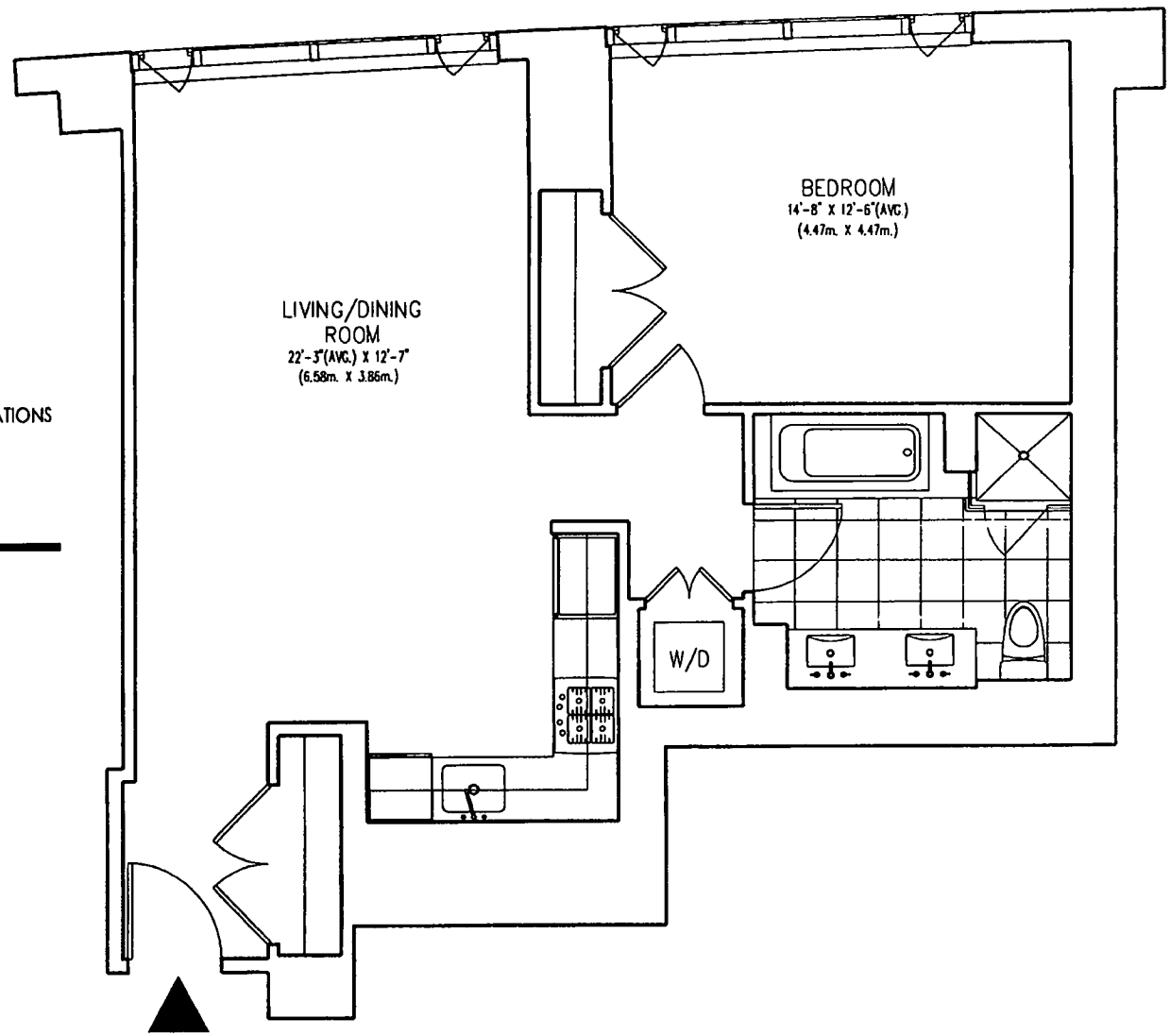
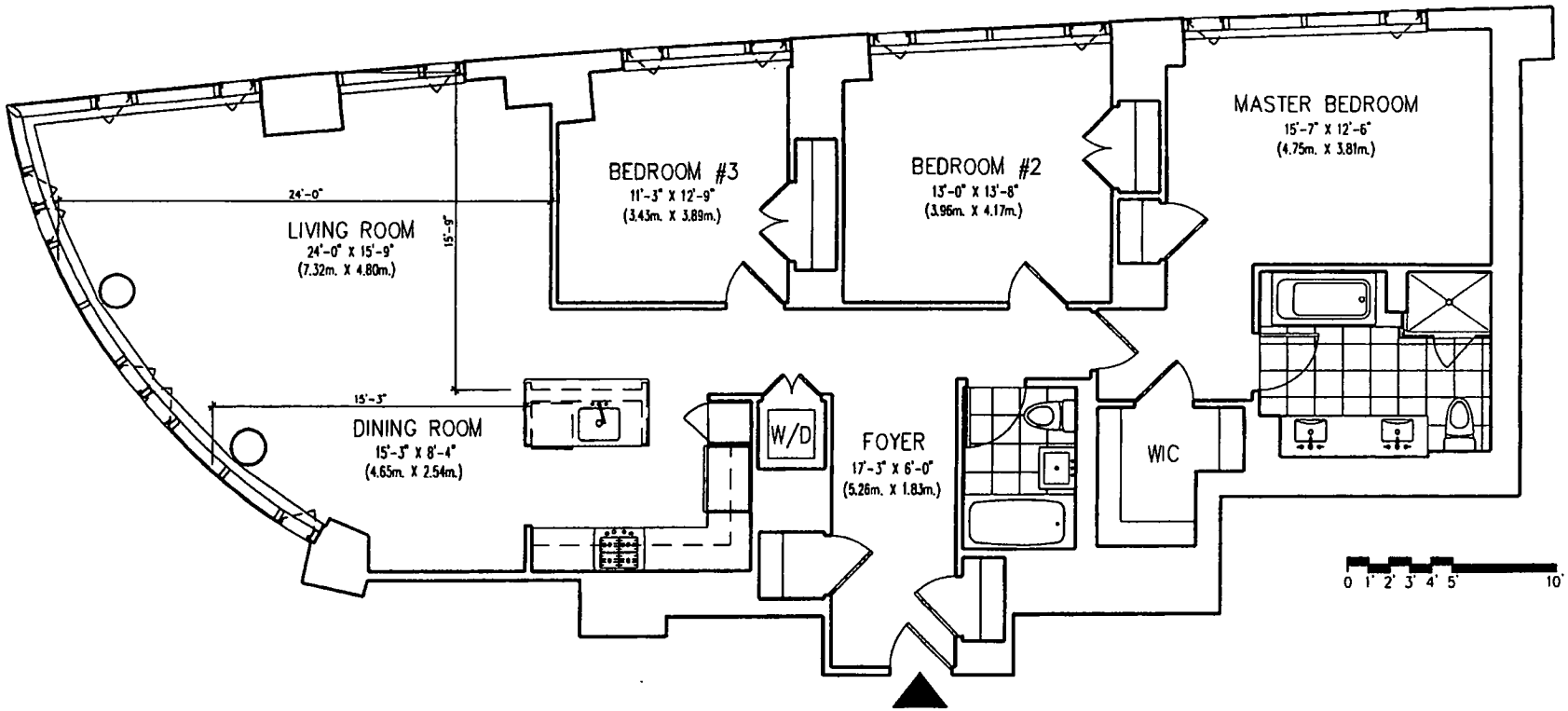
UNIT A

FLOOR 12
1 BEDROOM
1 BATH
807 S.F.
75.01 S.M.







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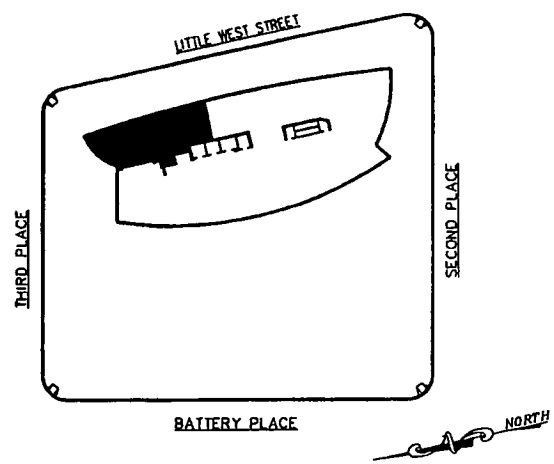
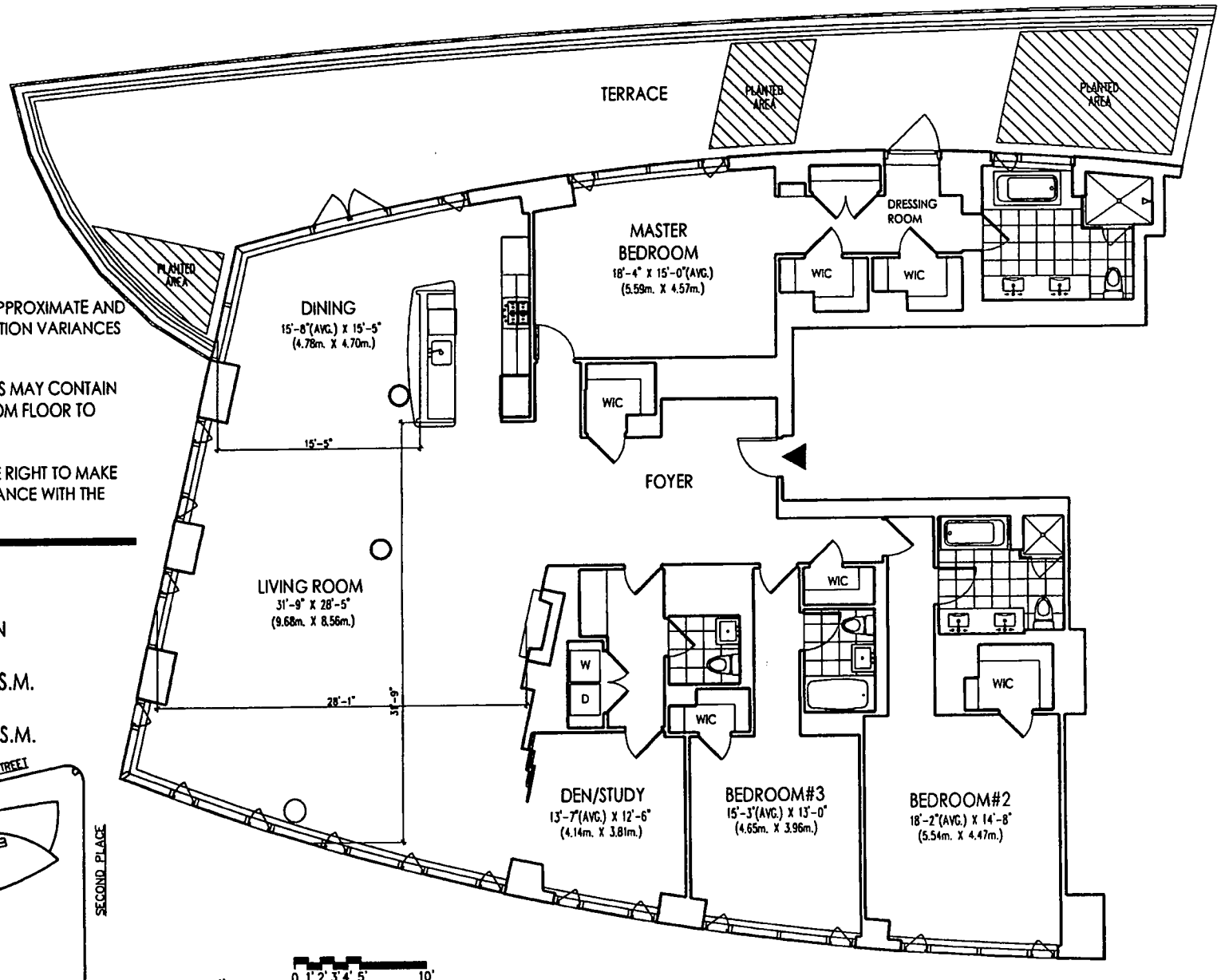
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



UNIT A

FLOOR 25-PH1
3 BEDROOMS
2 BATHS
1,734 S.F.
161.18 S.M.



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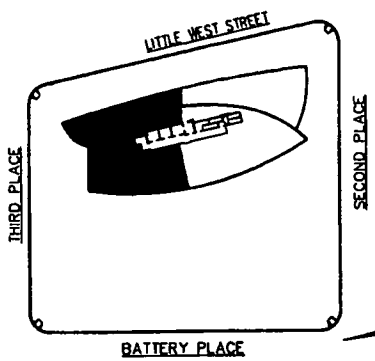
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

UNIT A

FLOOR PH2
3 BEDROOMS, 1 DEN
3.5 BATHS
3,490 S.F. 324.39 S.M.
TERRACE
979 S.F. 91.00 S.M.



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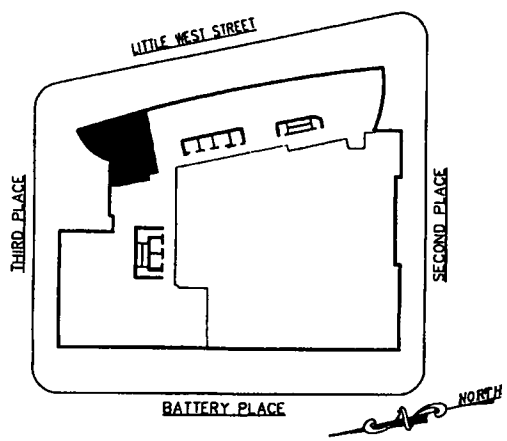
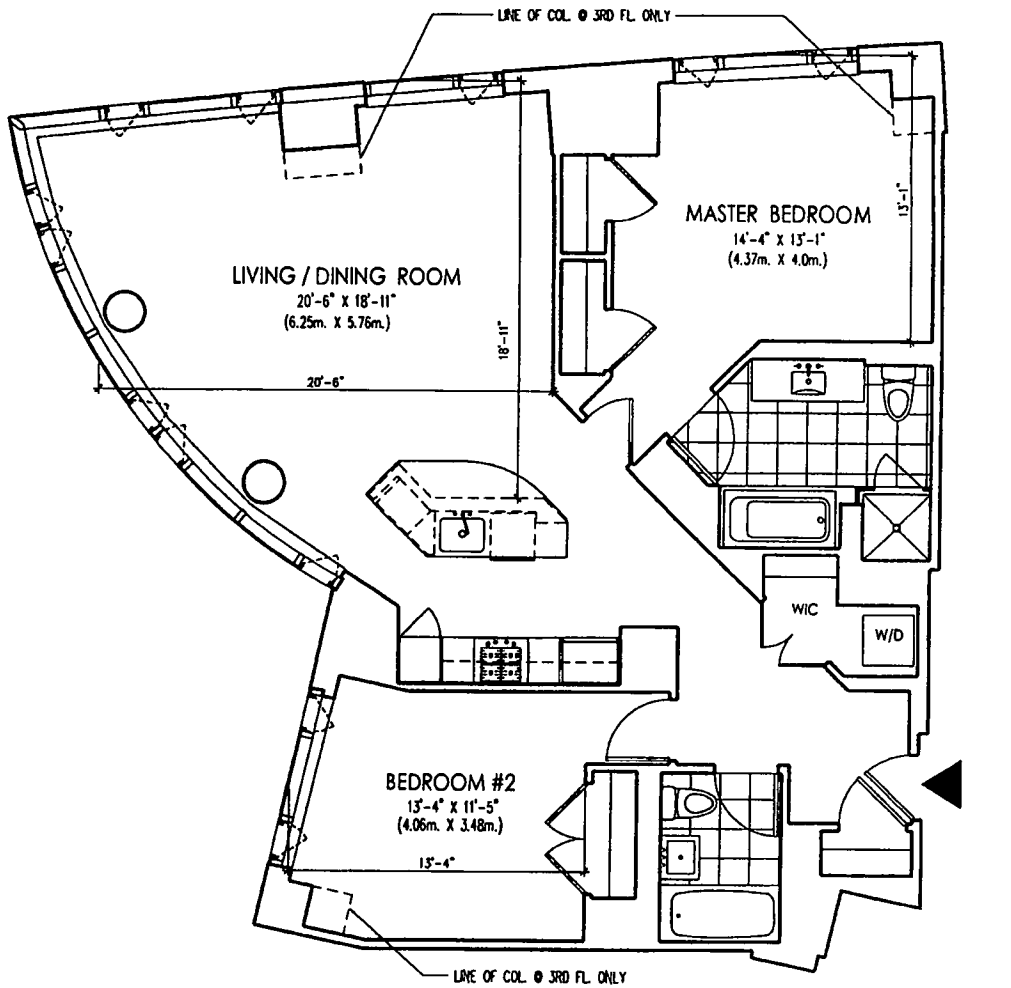
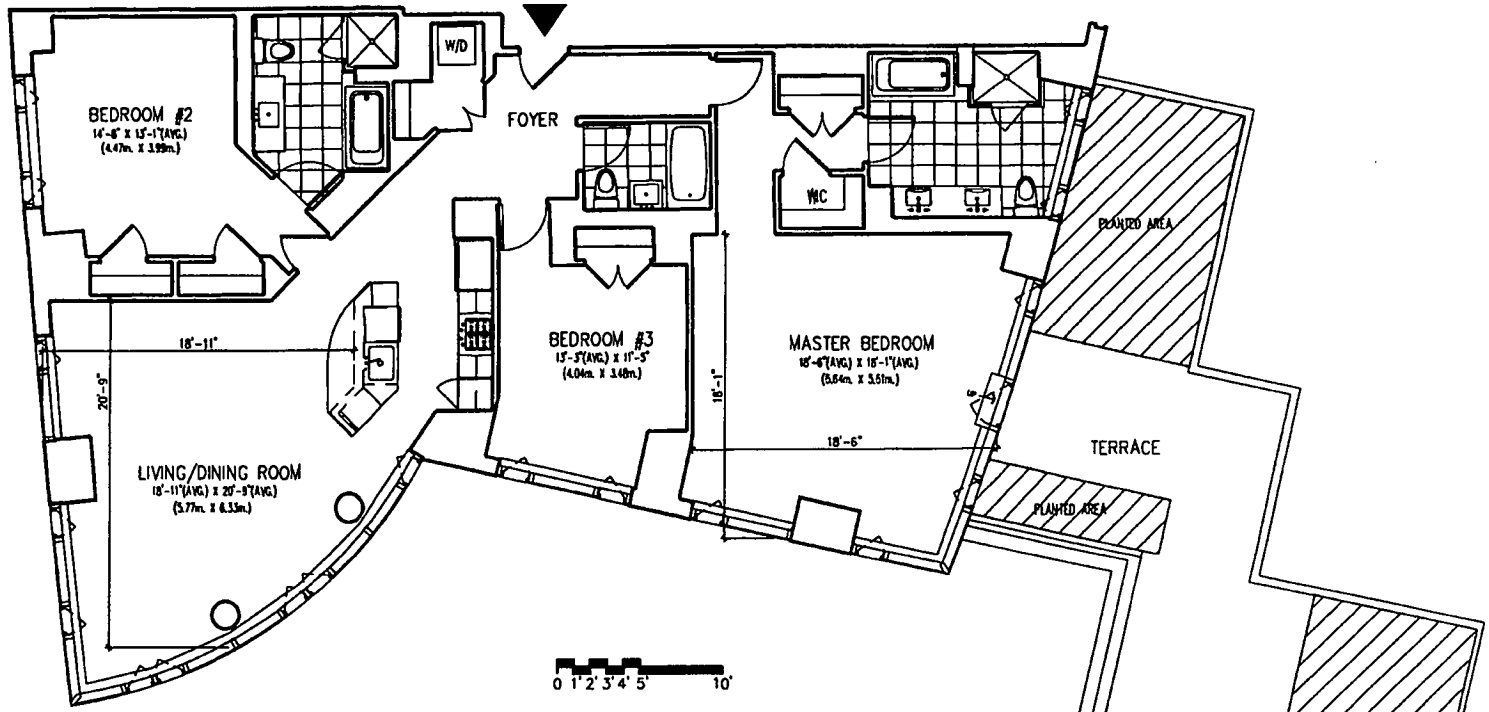
UNIT B

FLOOR 3-11,14-24
2 BEDROOMS
2 BATHS
1,311 S.F.
121.86 S.M.





0 1' 2' 3' 4' 5' 10'



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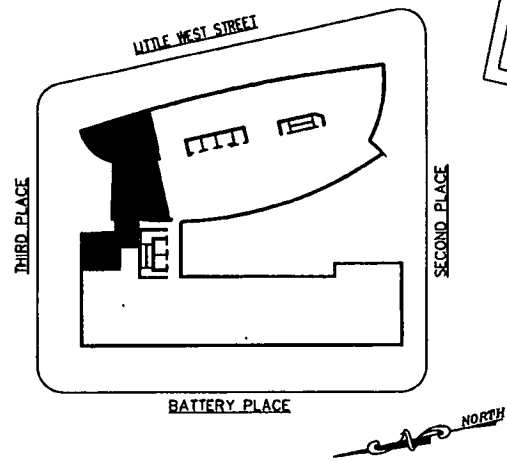

UNIT B

FLOOR 12
3 BEDROOMS
3 BATHS
1,943 S.F.,
180.60 S.M.
TERRACE
765 S.F.,
71.11 S.M.

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PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

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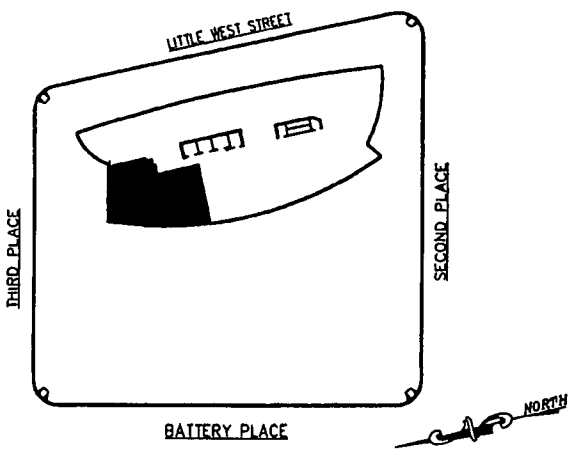
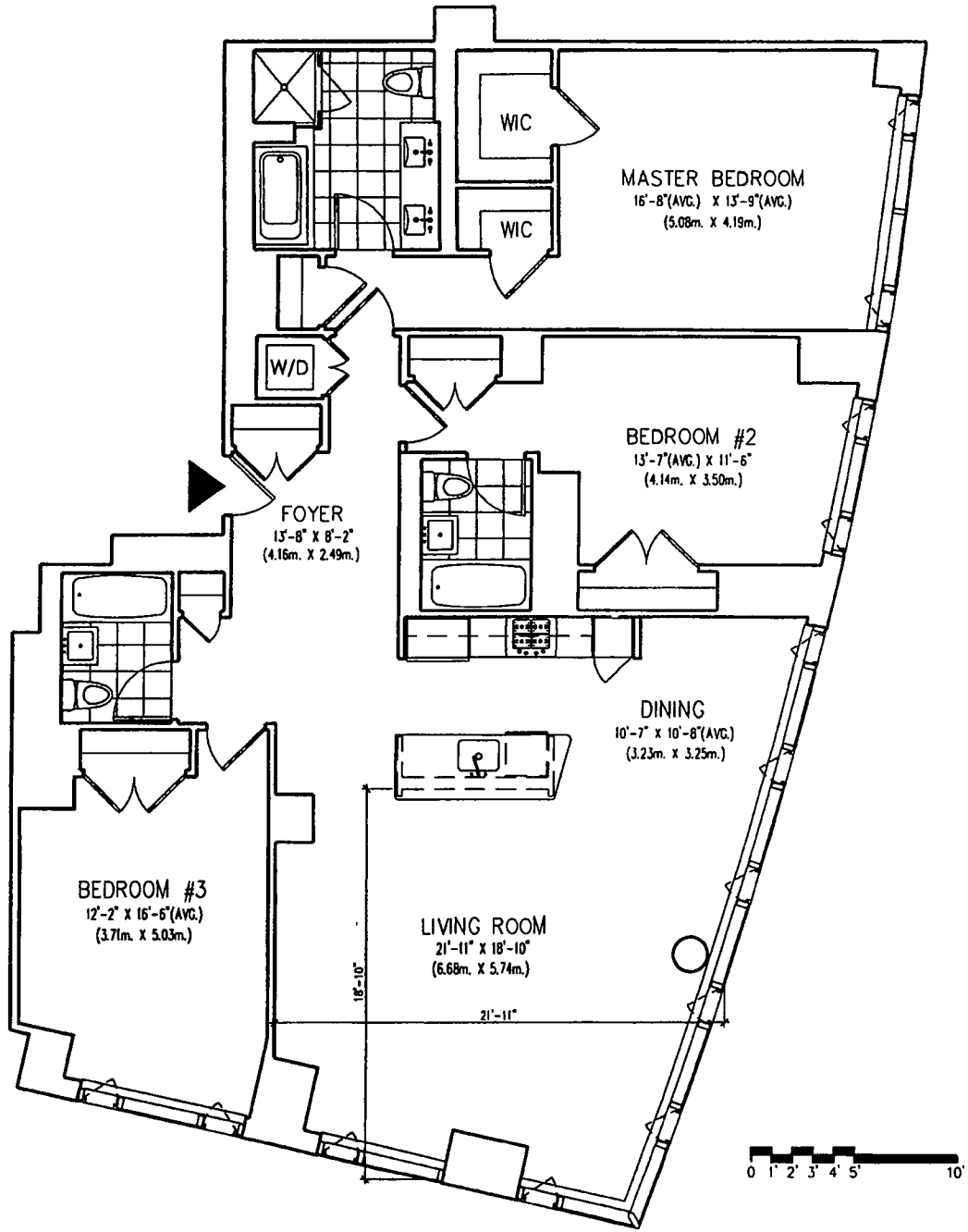
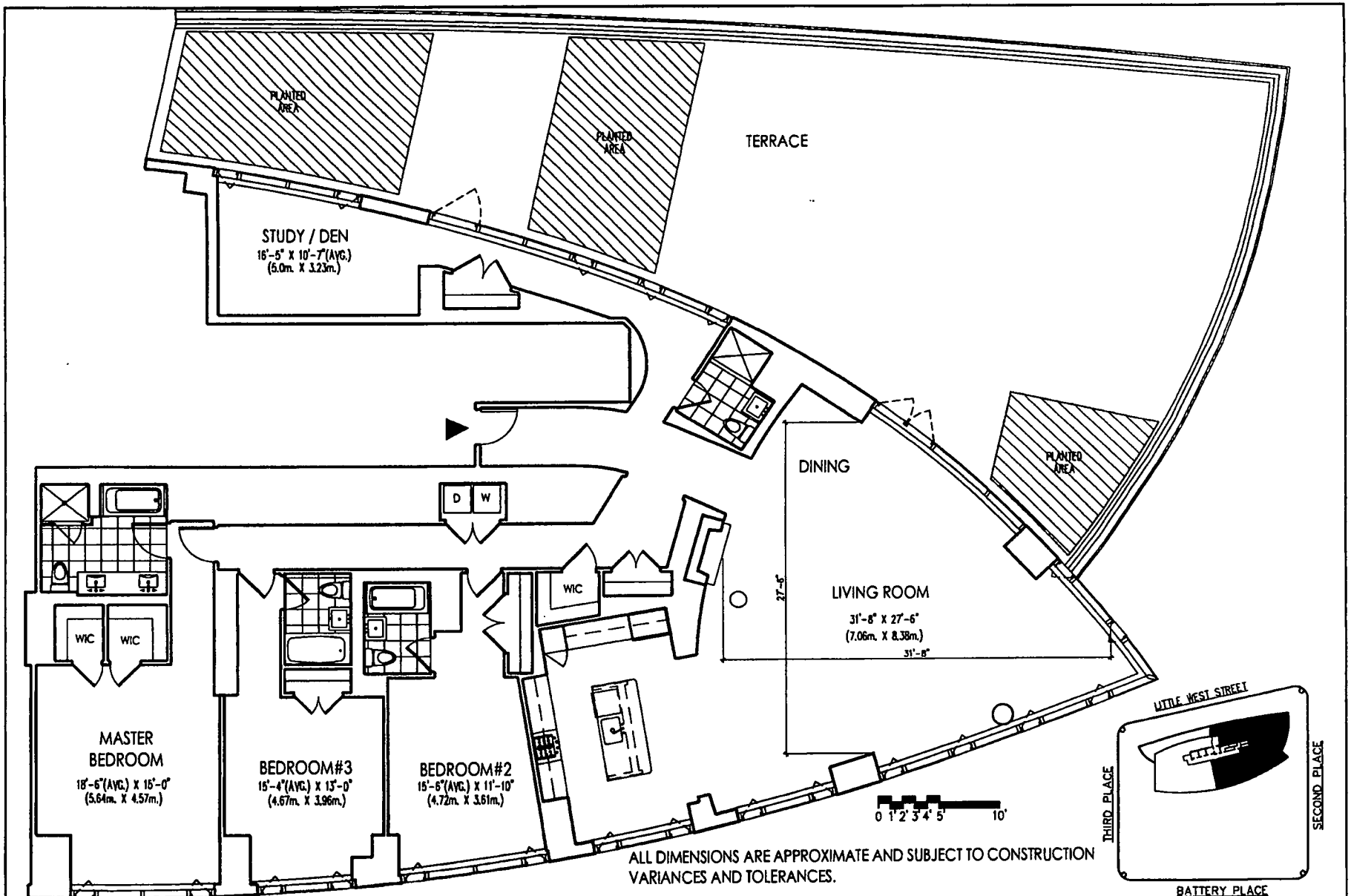
UNIT B

FLOOR 25-PH1
3 BEDROOM
3 BATH
1,884 S.F.
175.12 S.M.







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UNIT B

FLOOR PH2, 1 STUDY / DEN,
3 BEDROOM, 4 BATH, TERRACE
3,120 S.F., 284.99 S.M. 2,075 S.F., 192.87 S.M.

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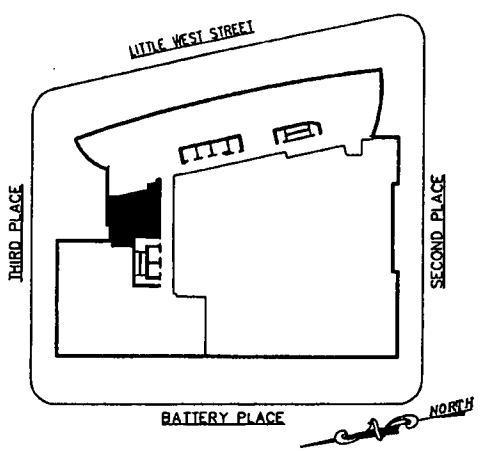
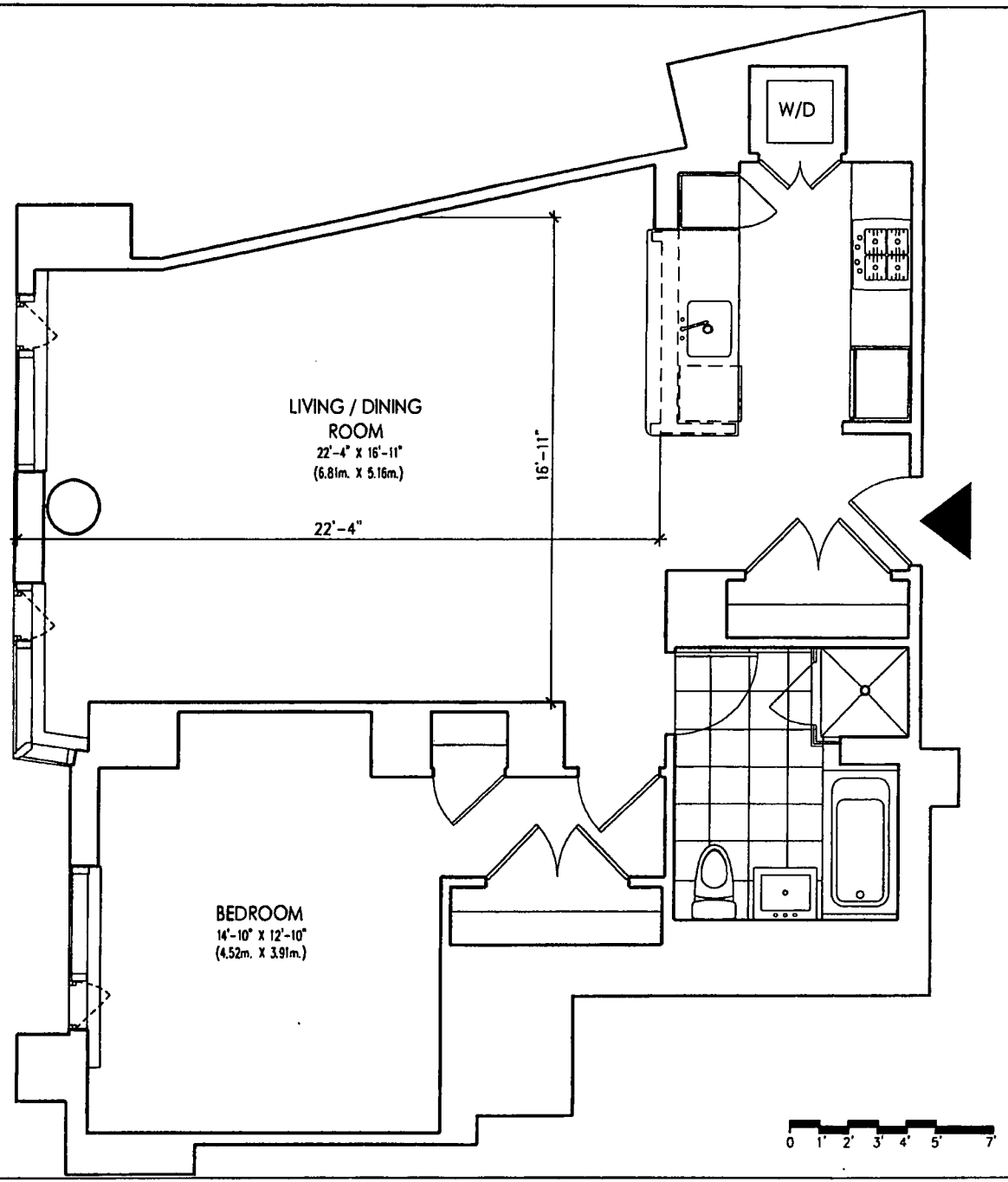
UNIT C

FLOOR 3-11
1 BEDROOM
1 BATH
930 S.F.
86.44 S.M.





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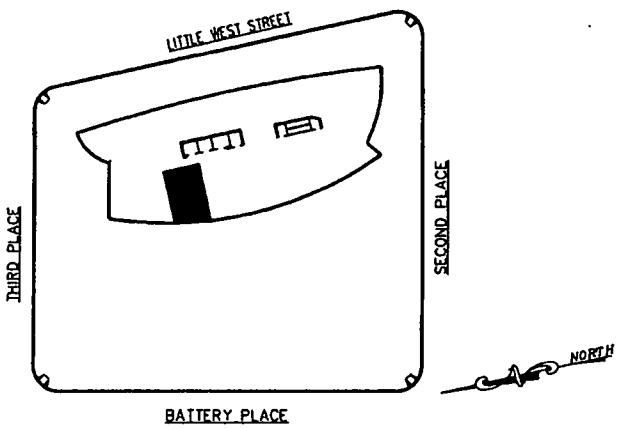
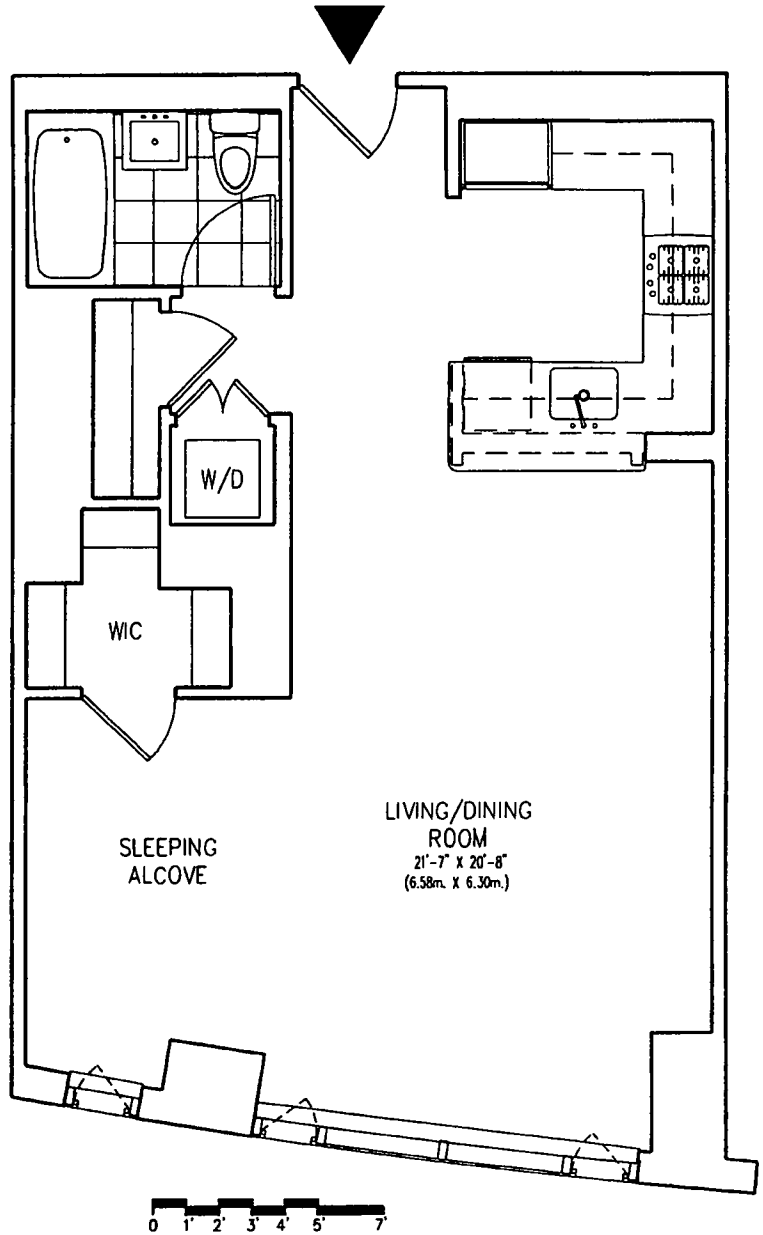
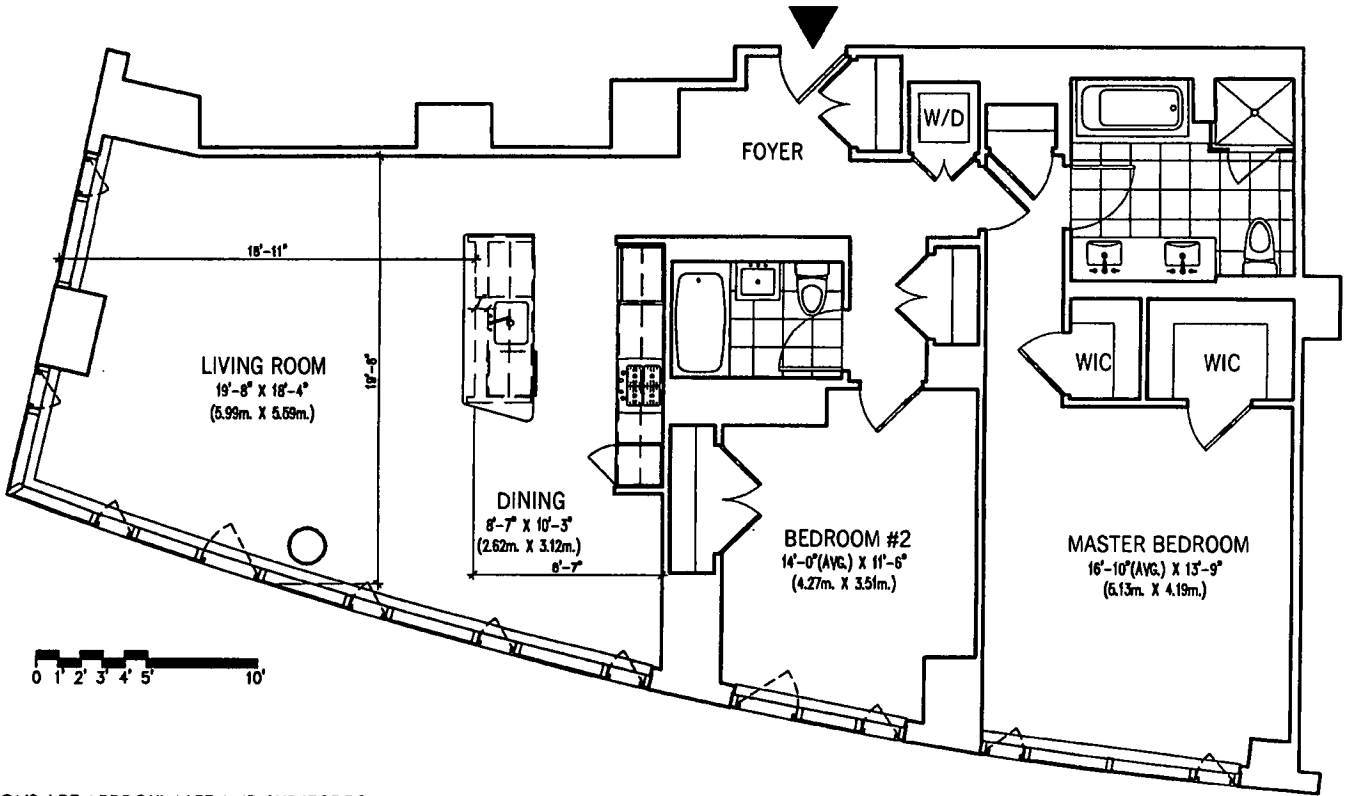
UNIT C

FLOOR 12
0 BEDROOM
1 BATH
687 S.F.
63.86 S.M.







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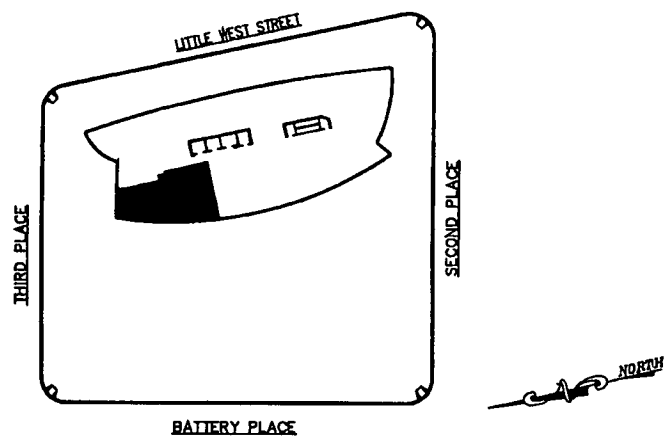
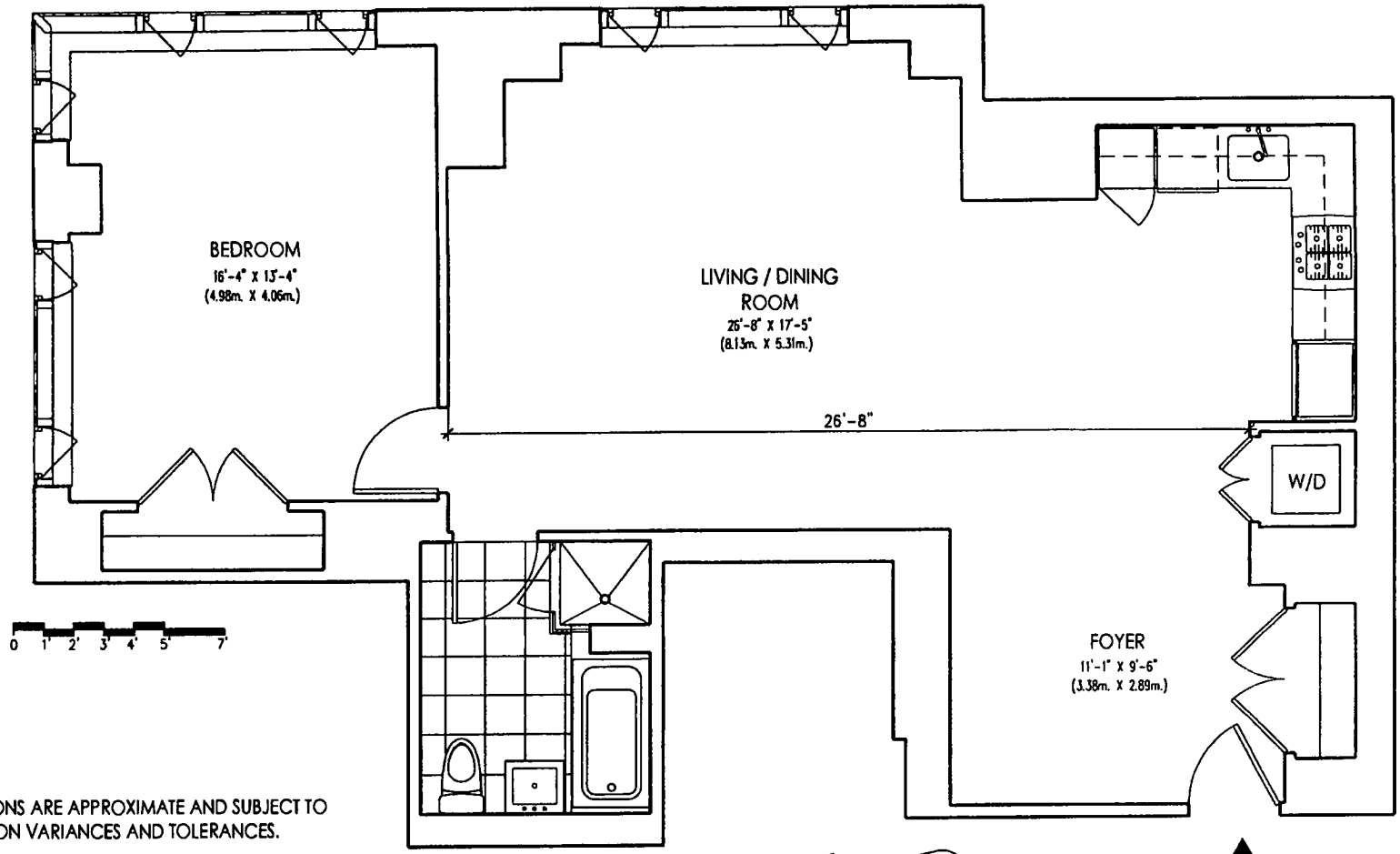


UNIT C

FLOOR 14-24
2 BEDROOMS
2 BATHS
1,491 S.F.
138.59 S.M.



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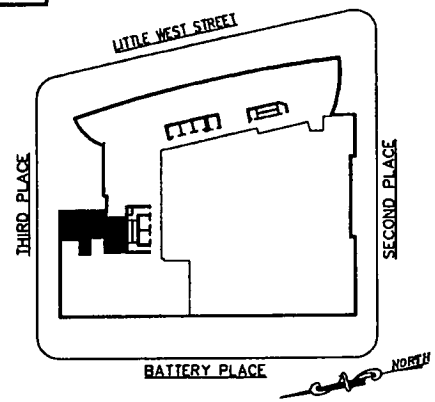
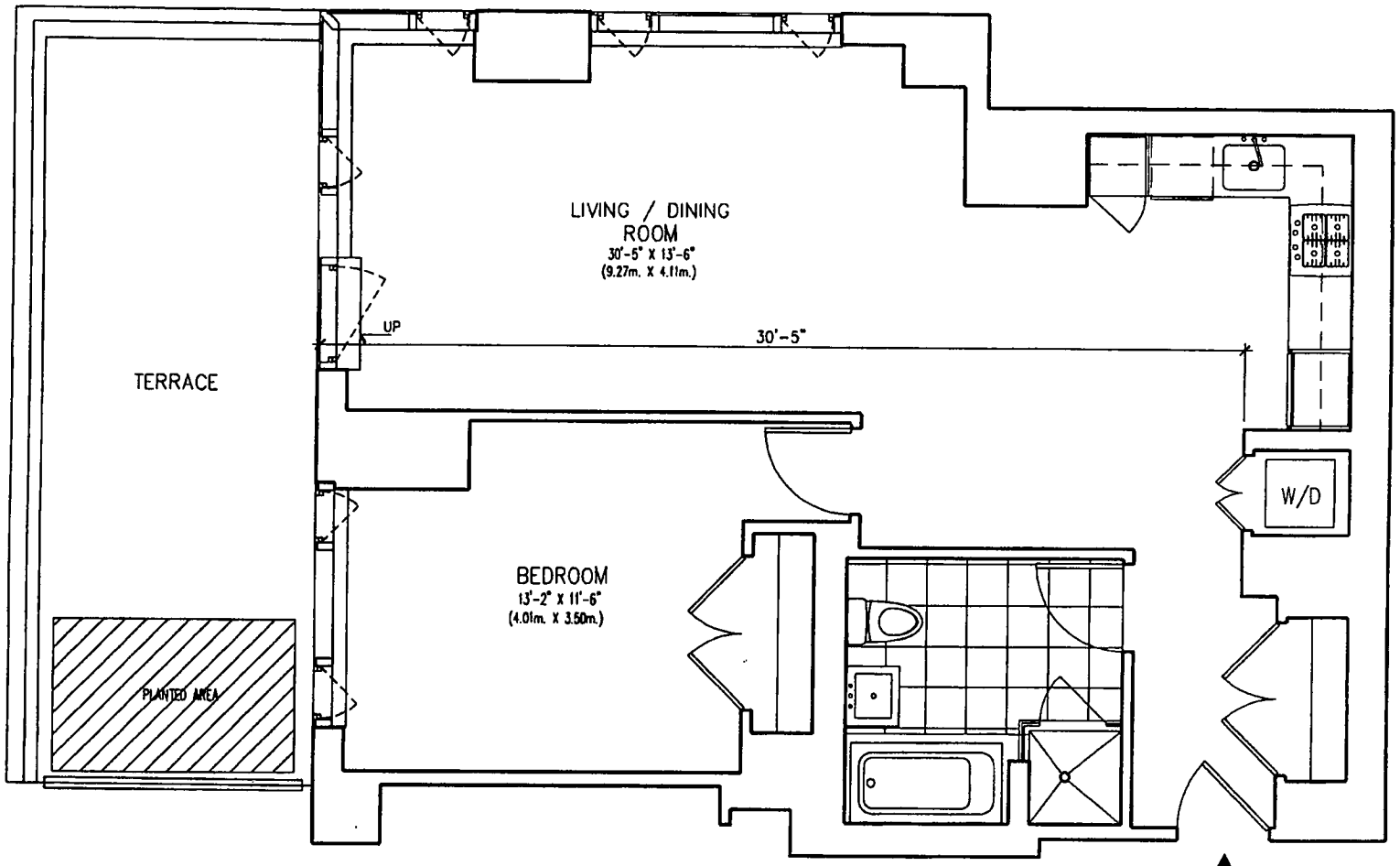


UNIT D

FLOOR 3-7
1 BEDROOM
1 BATH
1,002 S.F.
93.14 S.M.



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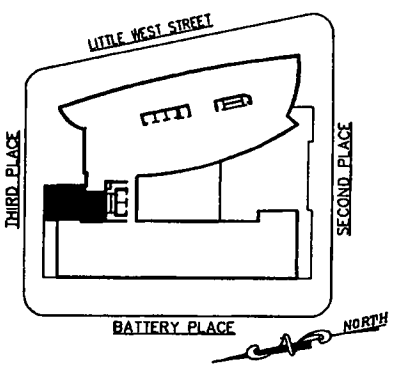
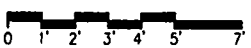
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

UNIT D

FLOOR 8
1 BEDROOM
1 BATH
886 S.F.
82.35 S.M.
TERRACE
227 S.F.
21.12 S.M.





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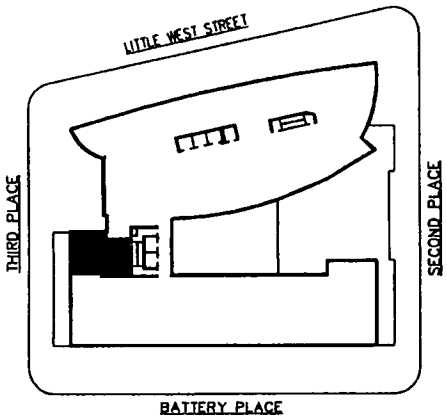
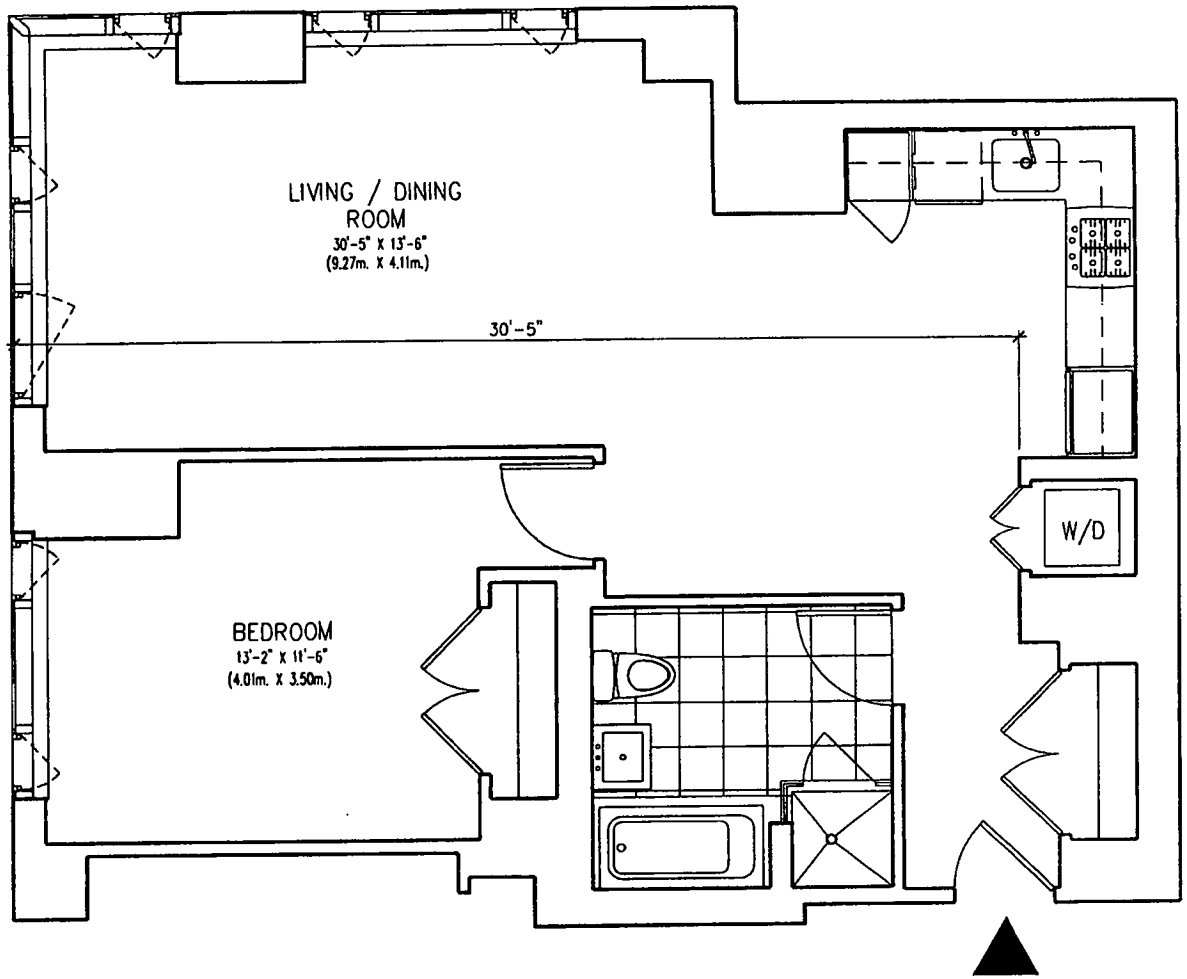
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

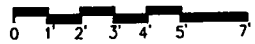
UNIT D

FLOOR 9-11

1 BEDROOM
1 BATH
886 S.F.
82.35 S.M.







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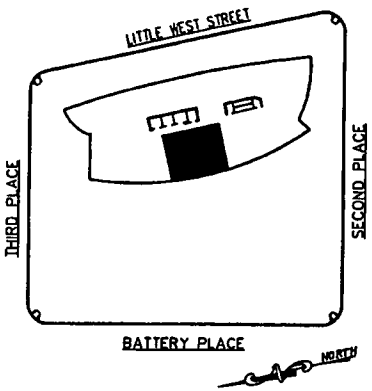
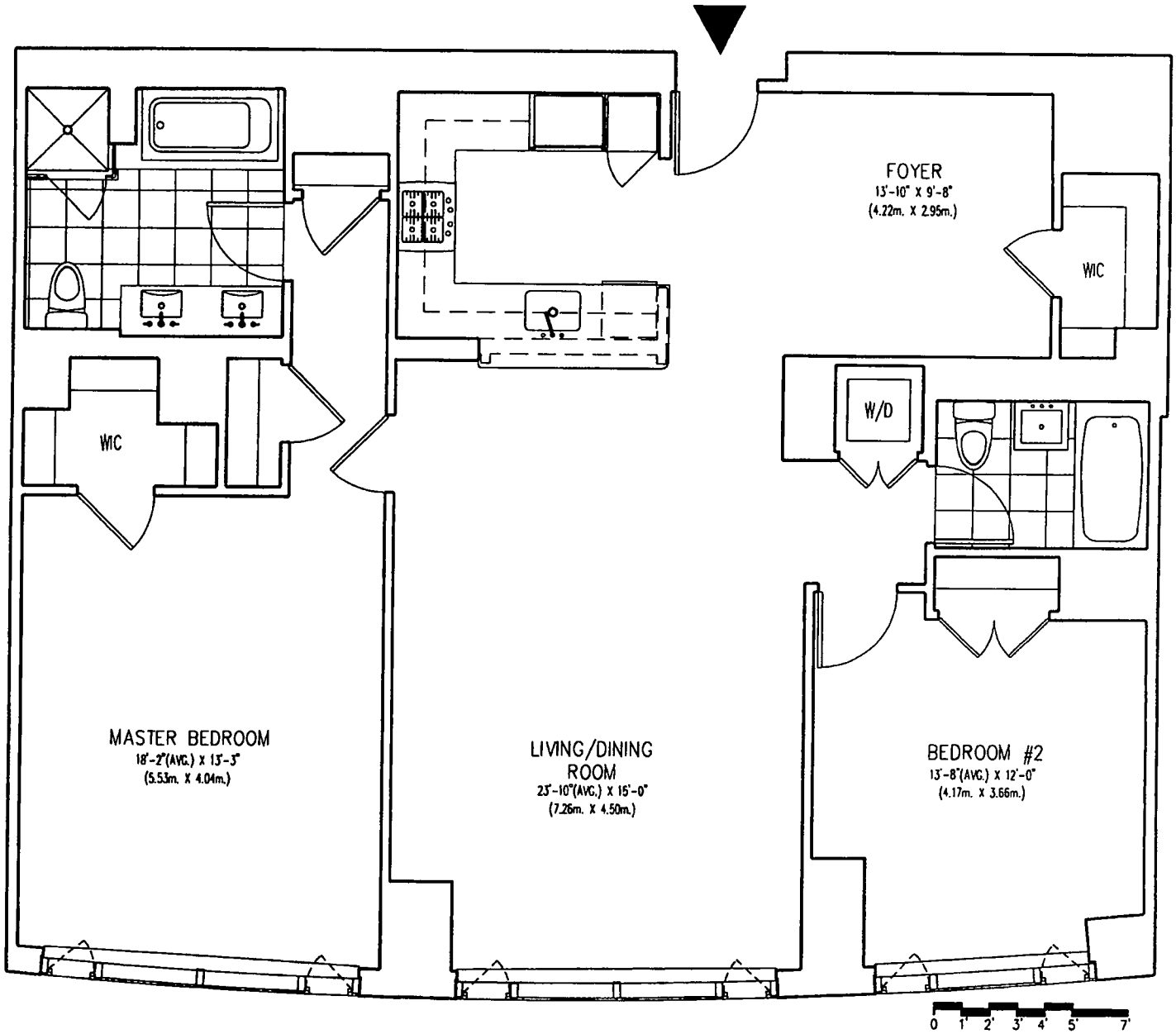
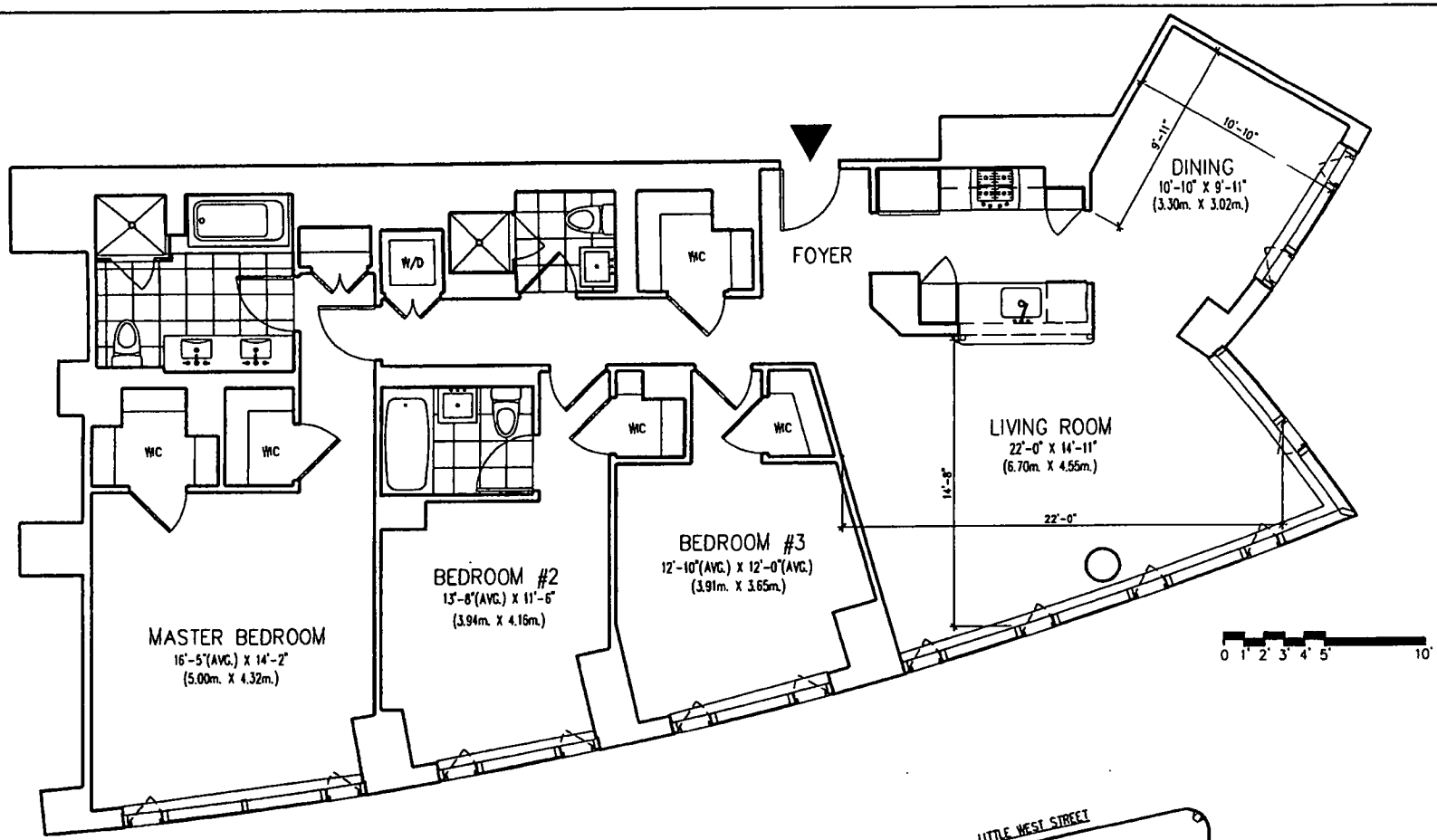
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

UNIT D - FLOOR 12 - 24
UNIT C - FLOOR 25- PH1

2 BEDROOMS
2 BATHS
1,409 S.F.
130.97 S.M.







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PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

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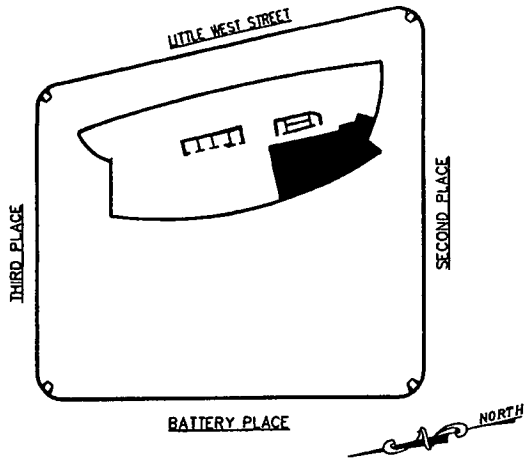
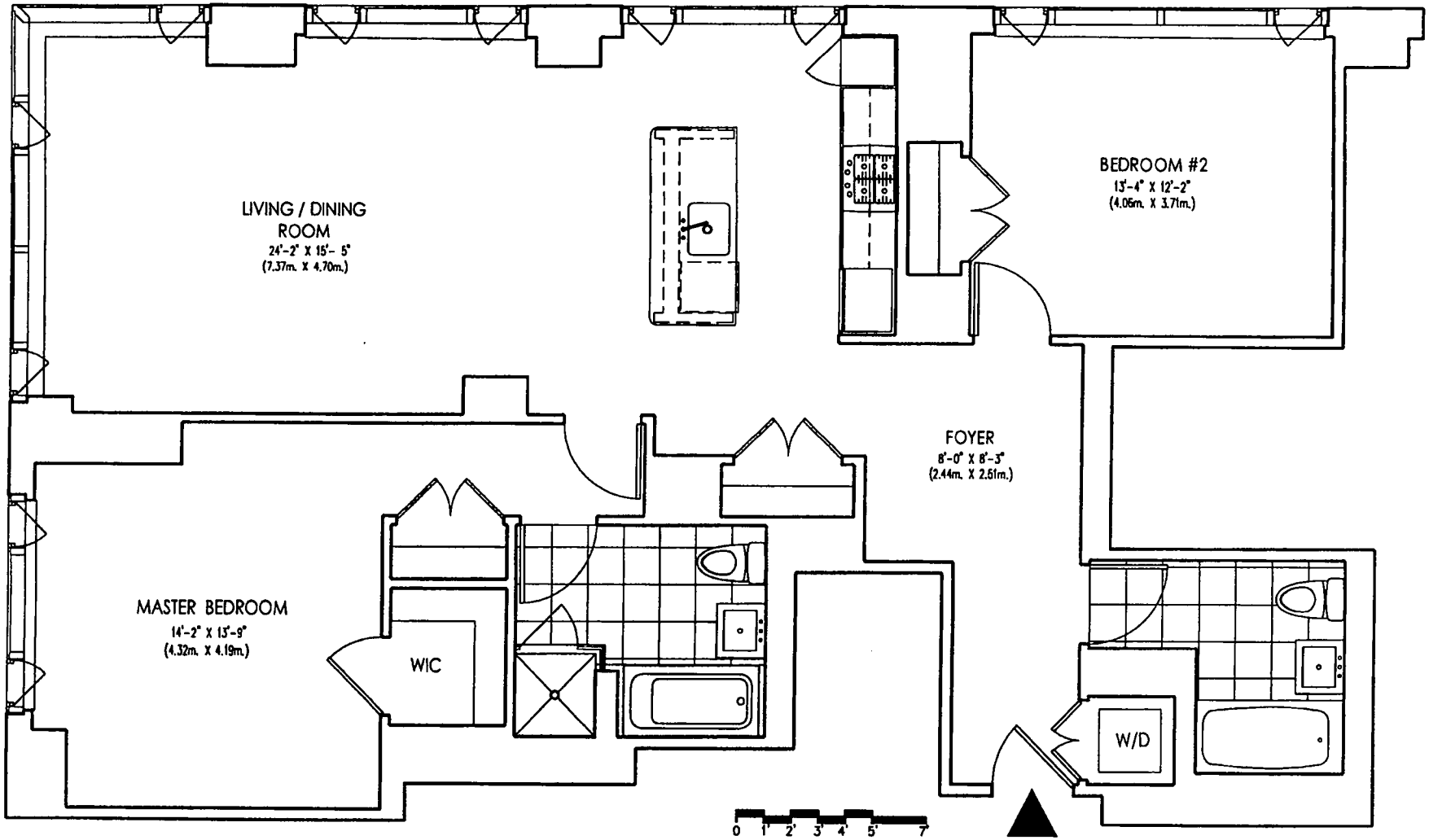


UNIT E - FLOOR 12 - 24

UNIT D - FLOOR 25 - PH1

3 BEDROOMS
3 BATHS
1,737 S.F., 161.46 S.M.



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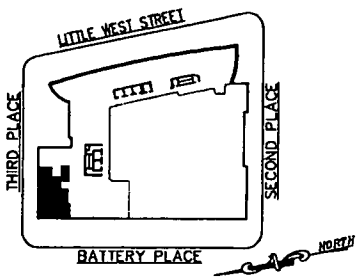
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

UNIT E

FLOOR 3-7
2 BEDROOMS
2 BATHS
1,321 S.F.
122.79 S.M.



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES.

PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

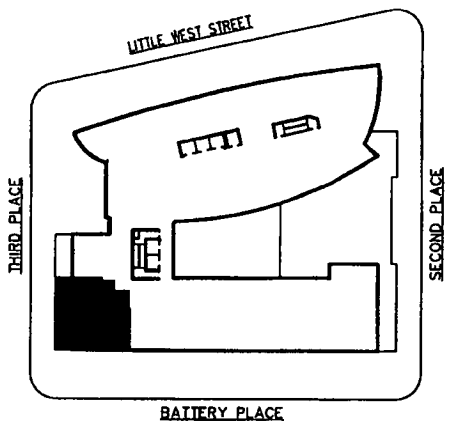
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

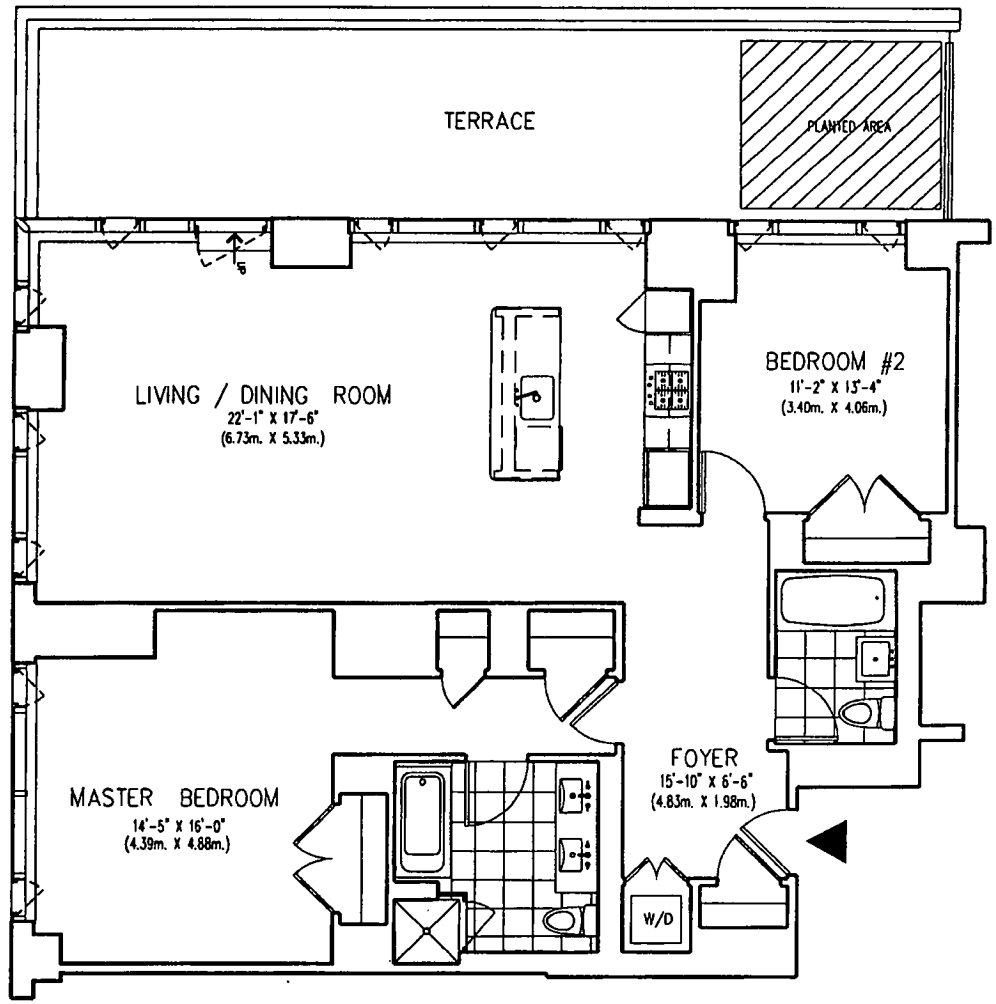
UNIT E

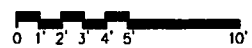
FLOOR 8

2 BEDROOMS
2 BATHS
1,357 S.F.
126.13 S.M.

TERRACE
377 S.F.
35.04 S.M.







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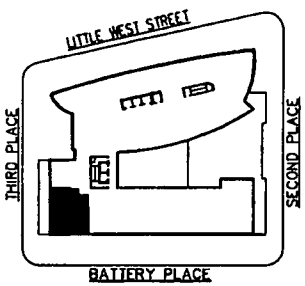
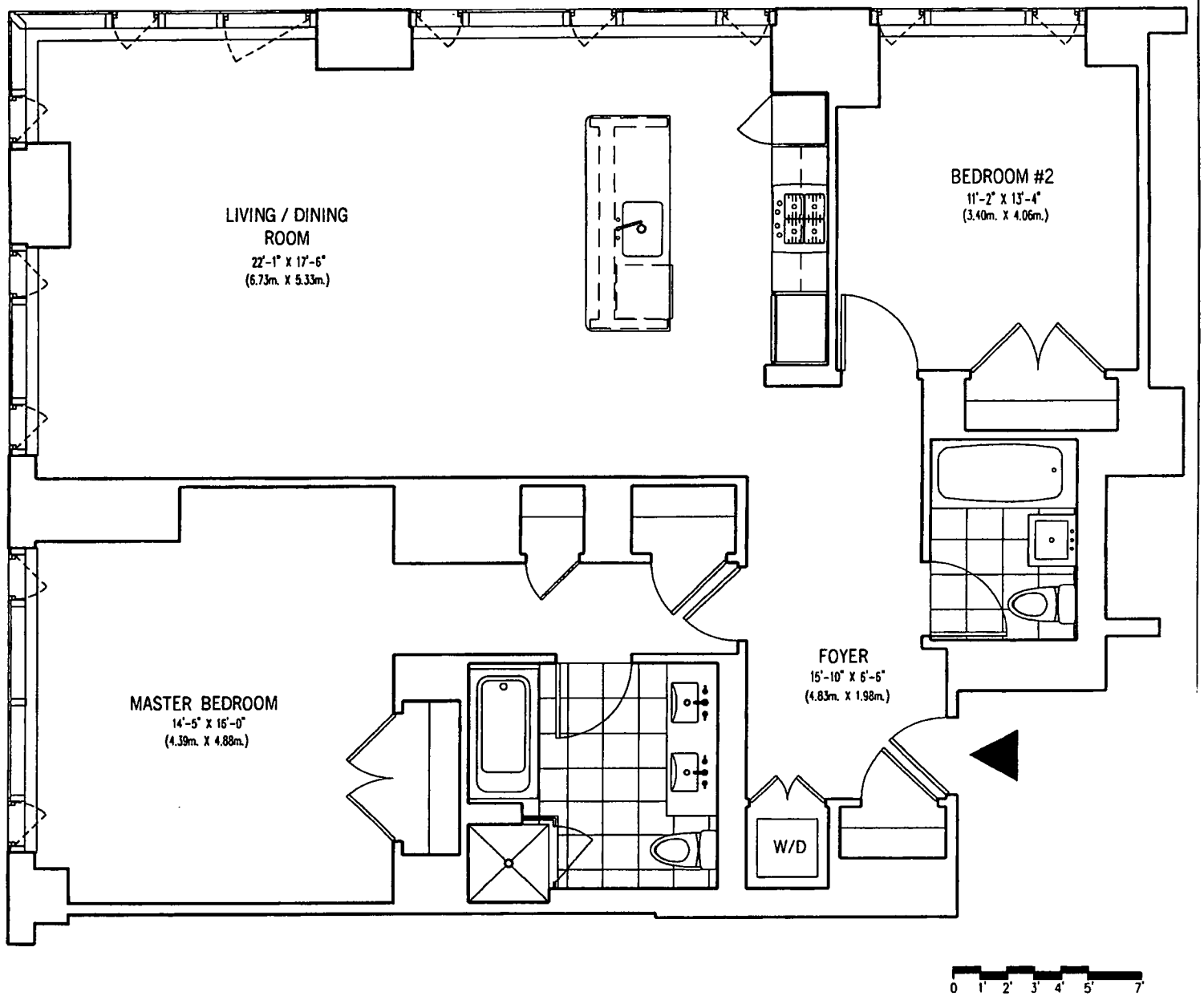
UNIT E

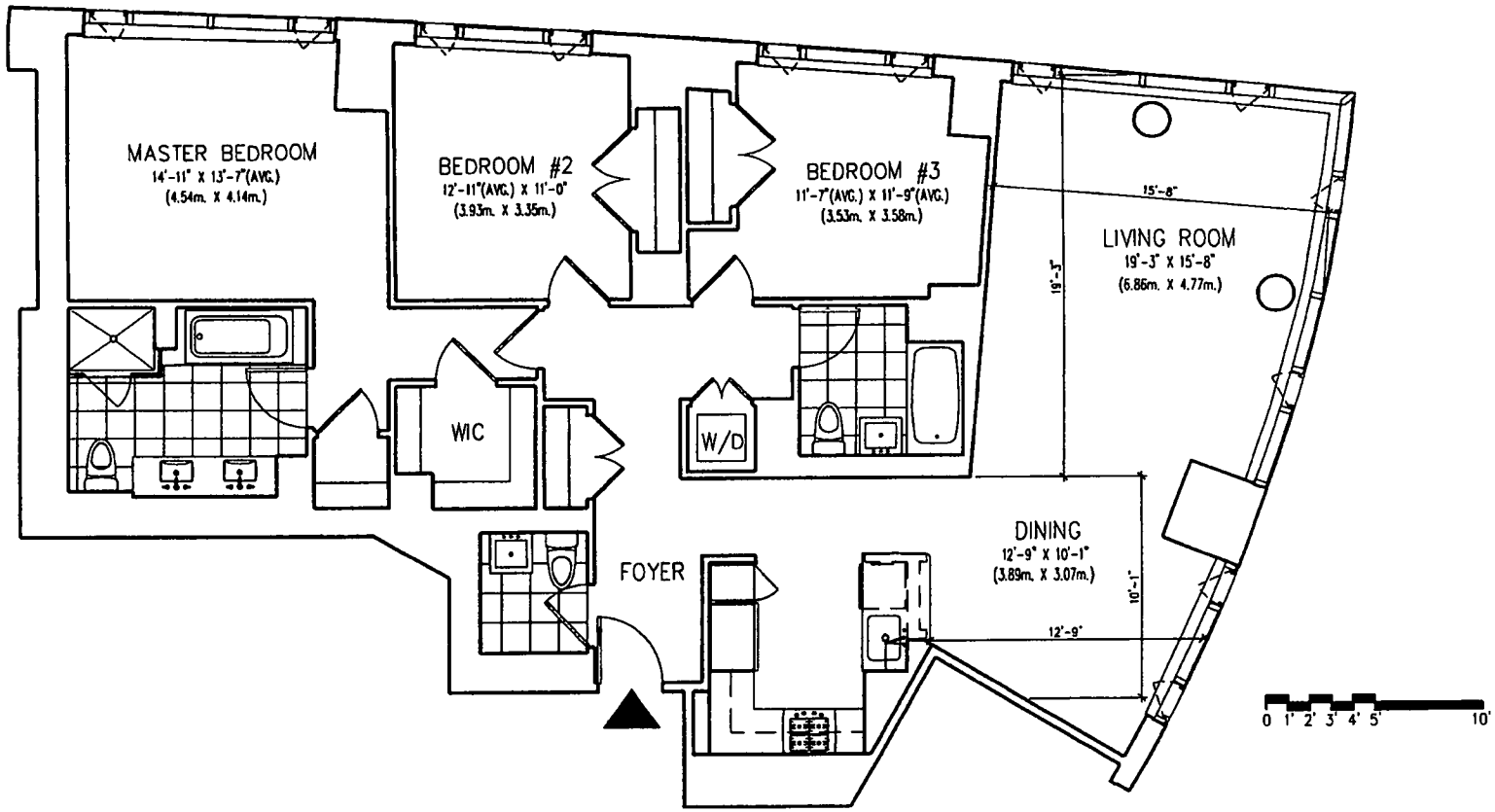
FLOOR 9-11

2 BEDROOMS
2 BATHS

1,357 S.F.
126.13 S.M.







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UNIT M - FLRS 7-11

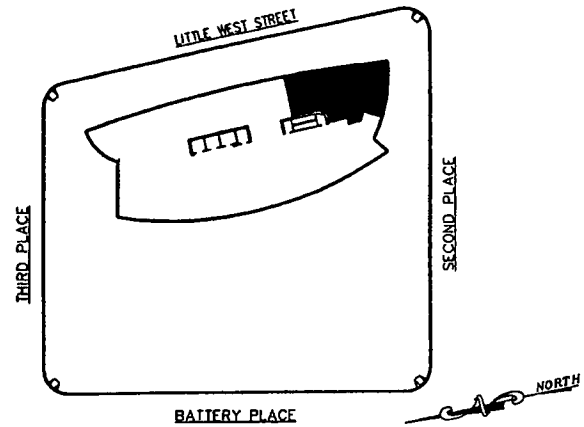
UNIT F - FLOOR 12 - 24

UNIT E - FLOOR 25 - PH1

3 BEDROOMS

2.5 BATHS

1,681 S.F., 156.25 S.M.



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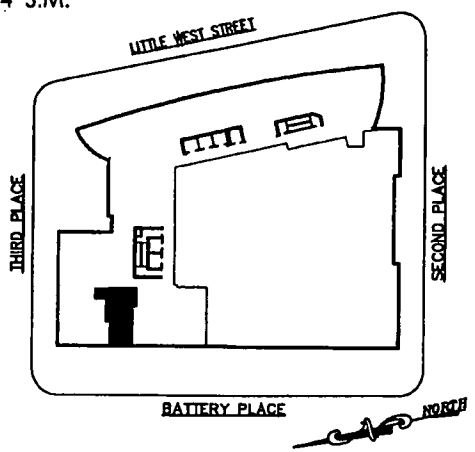
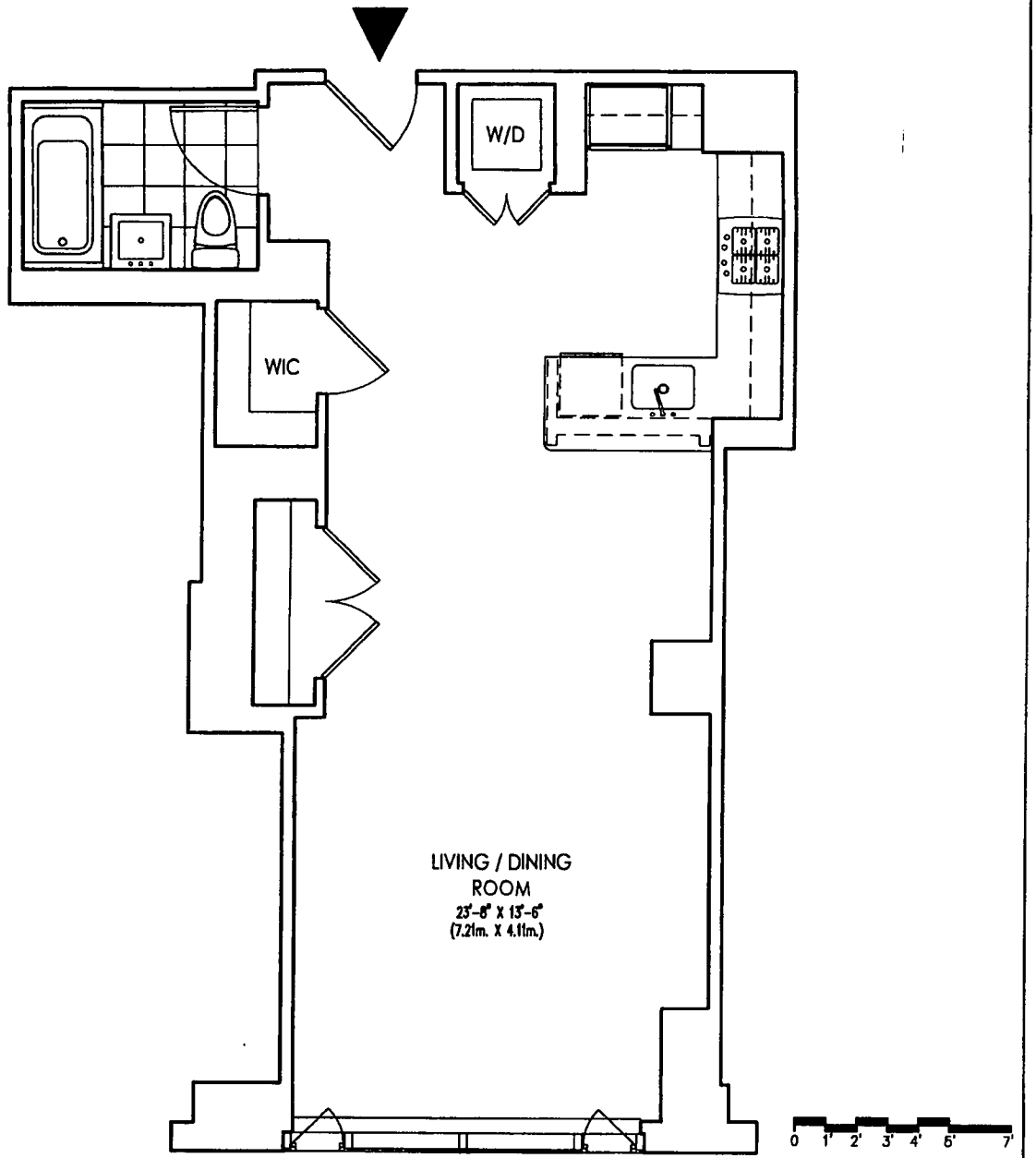
UNIT F

FLOOR 3-7
0 BEDROOM
1 BATH
605 S.F.
56.24 S.M.





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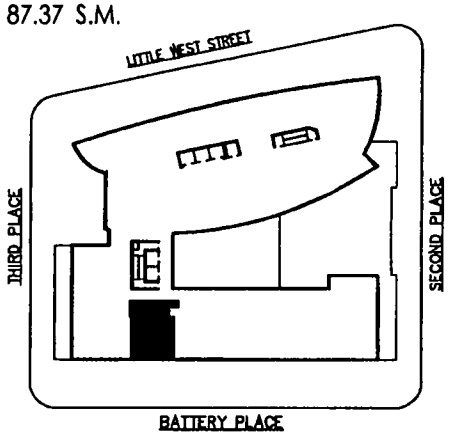
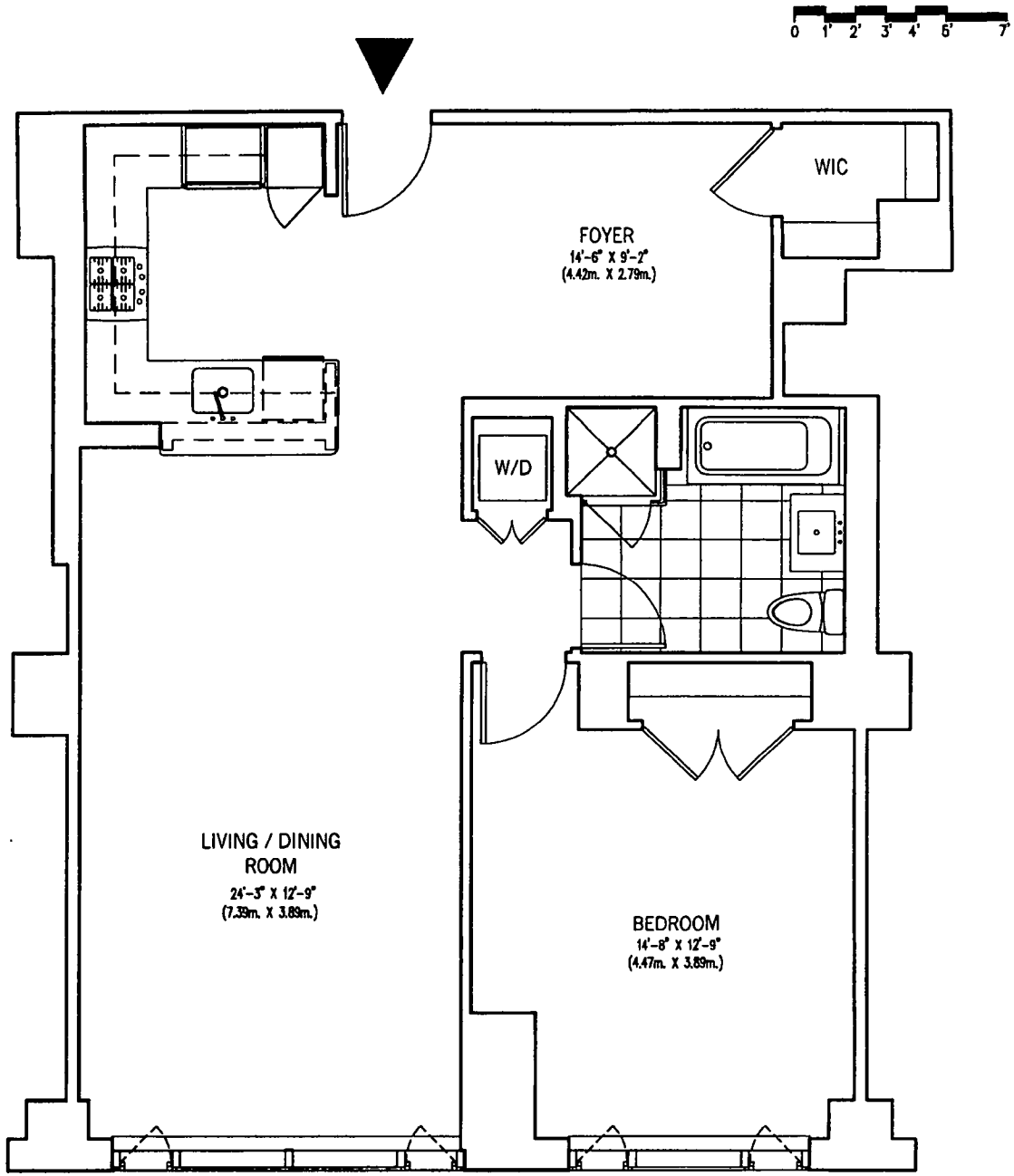
UNIT F

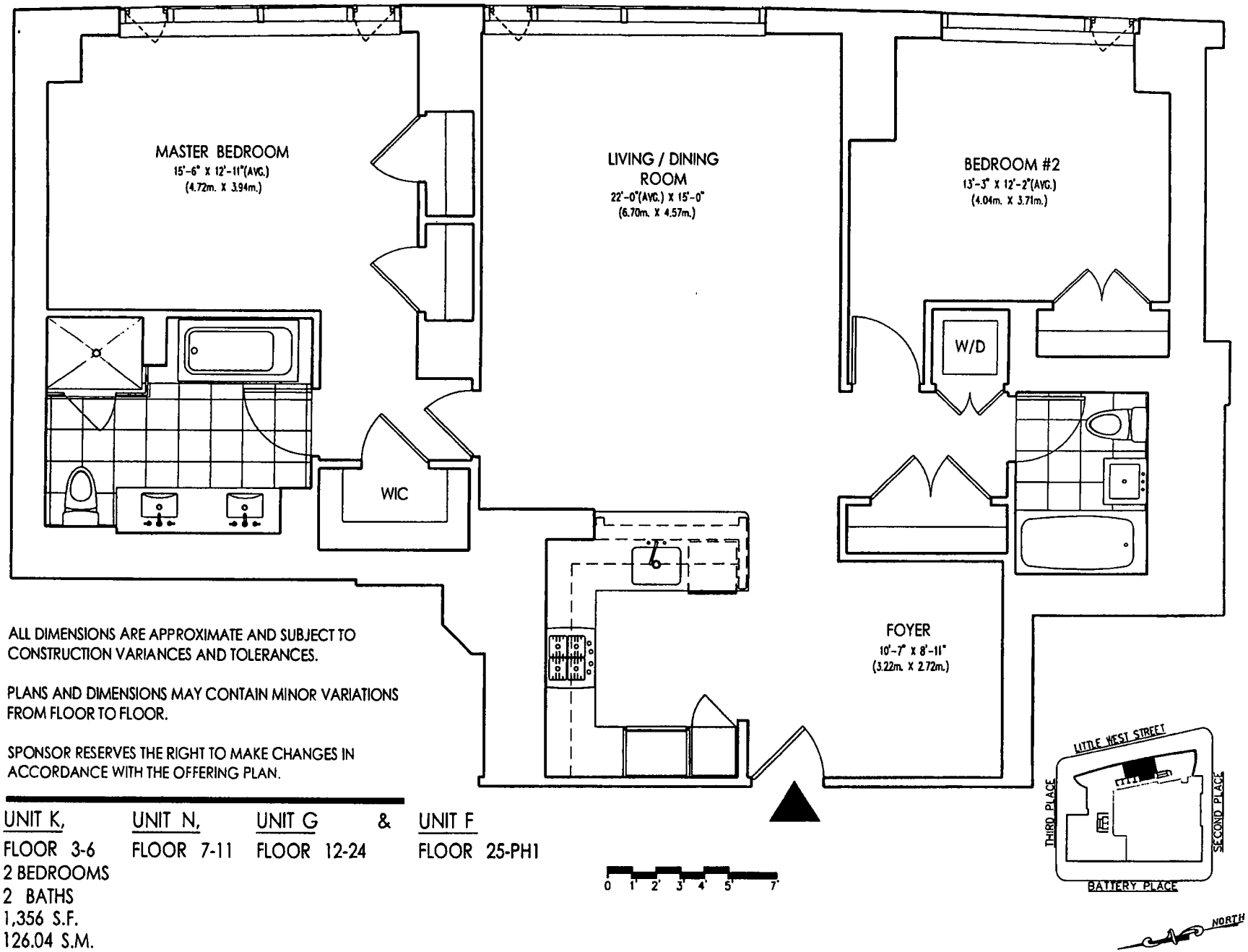
FLOOR 8-11

1 BEDROOM
1 BATH

940 S.F.
87.37 S.M.







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PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

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UNIT K,	UNIT N,	UNIT G	&	UNIT F
FLOOR 3-6	FLOOR 7-11	FLOOR 12-24		FLOOR 25-PH1

2 BEDROOMS
2 BATHS
1,356 S.F.
126.04 S.M.

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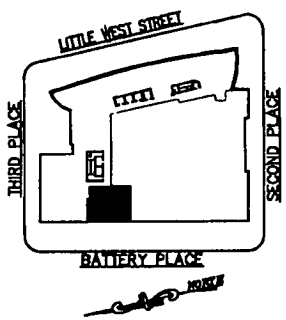
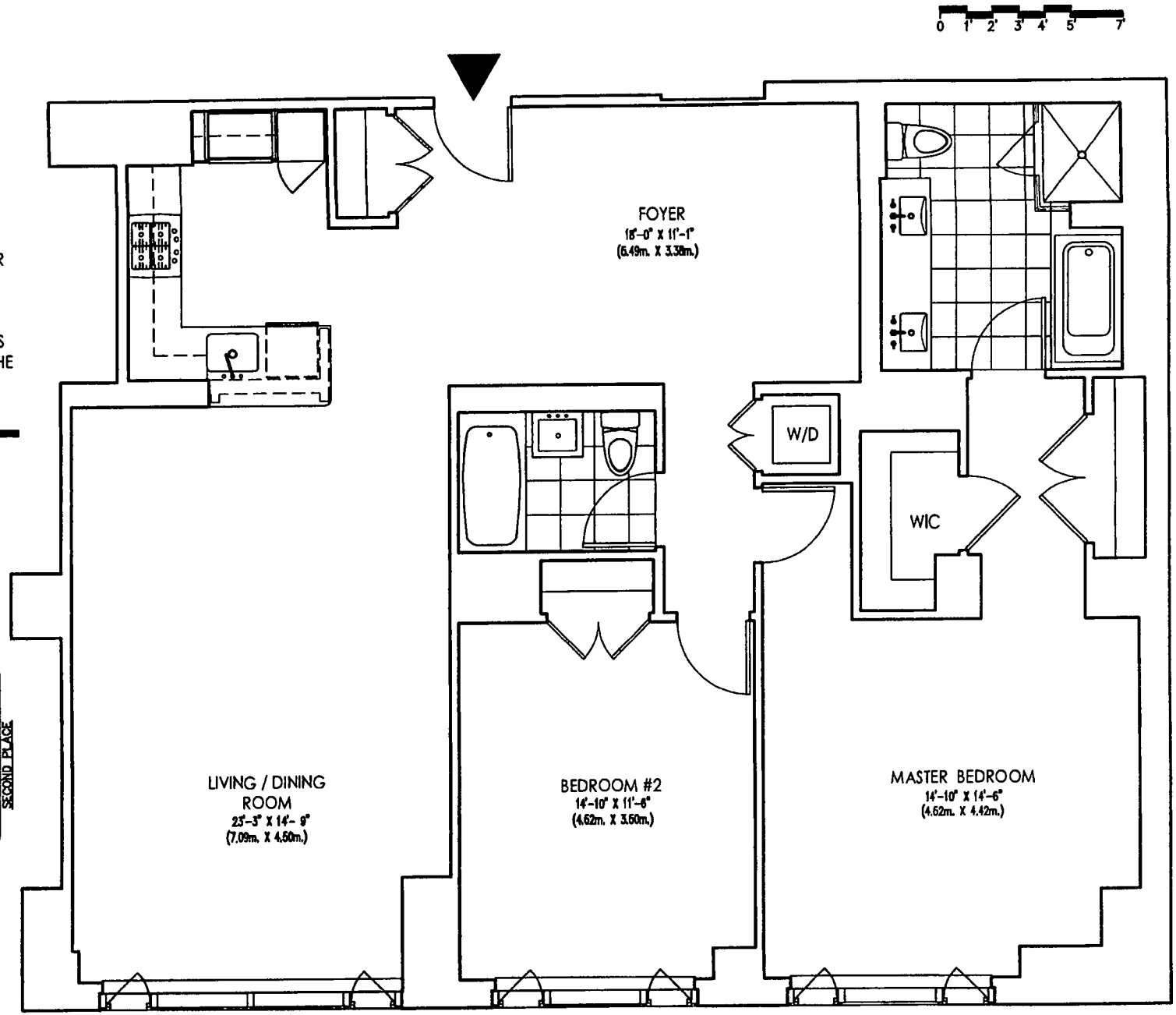
UNIT G

FLOOR 3-6
2 BEDROOMS
2 BATHS
1,491 S.F.
138.59 S.M.





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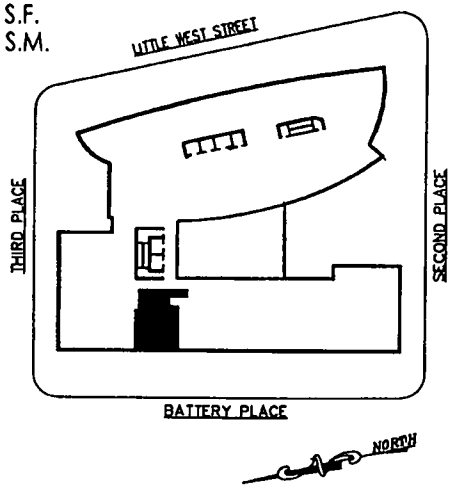
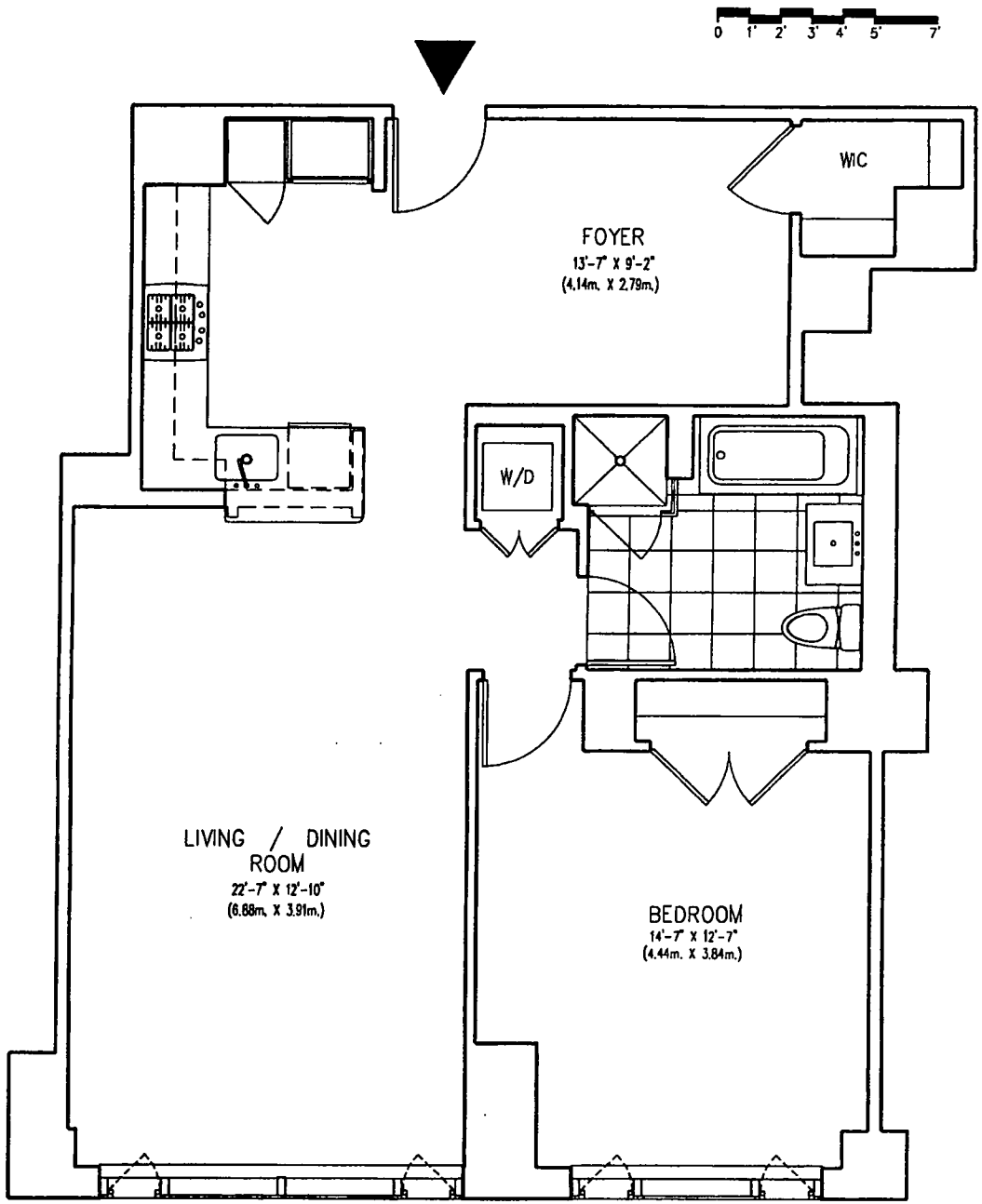
UNIT G

FLOOR 7
1 BEDROOM
1 BATH
901 S.F.
83.75 S.M.





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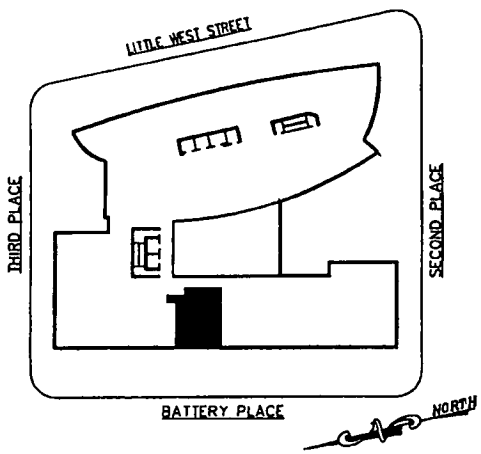
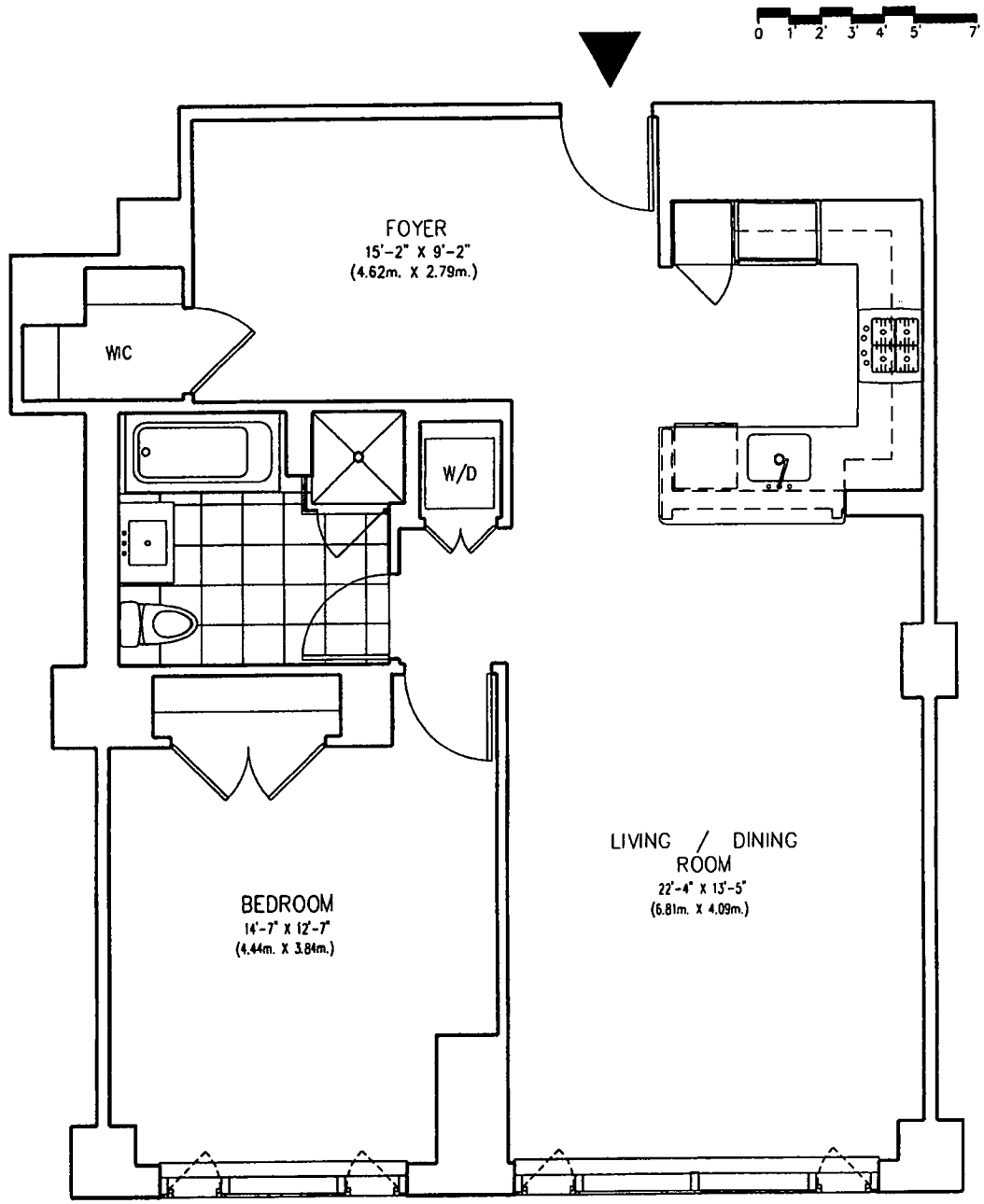
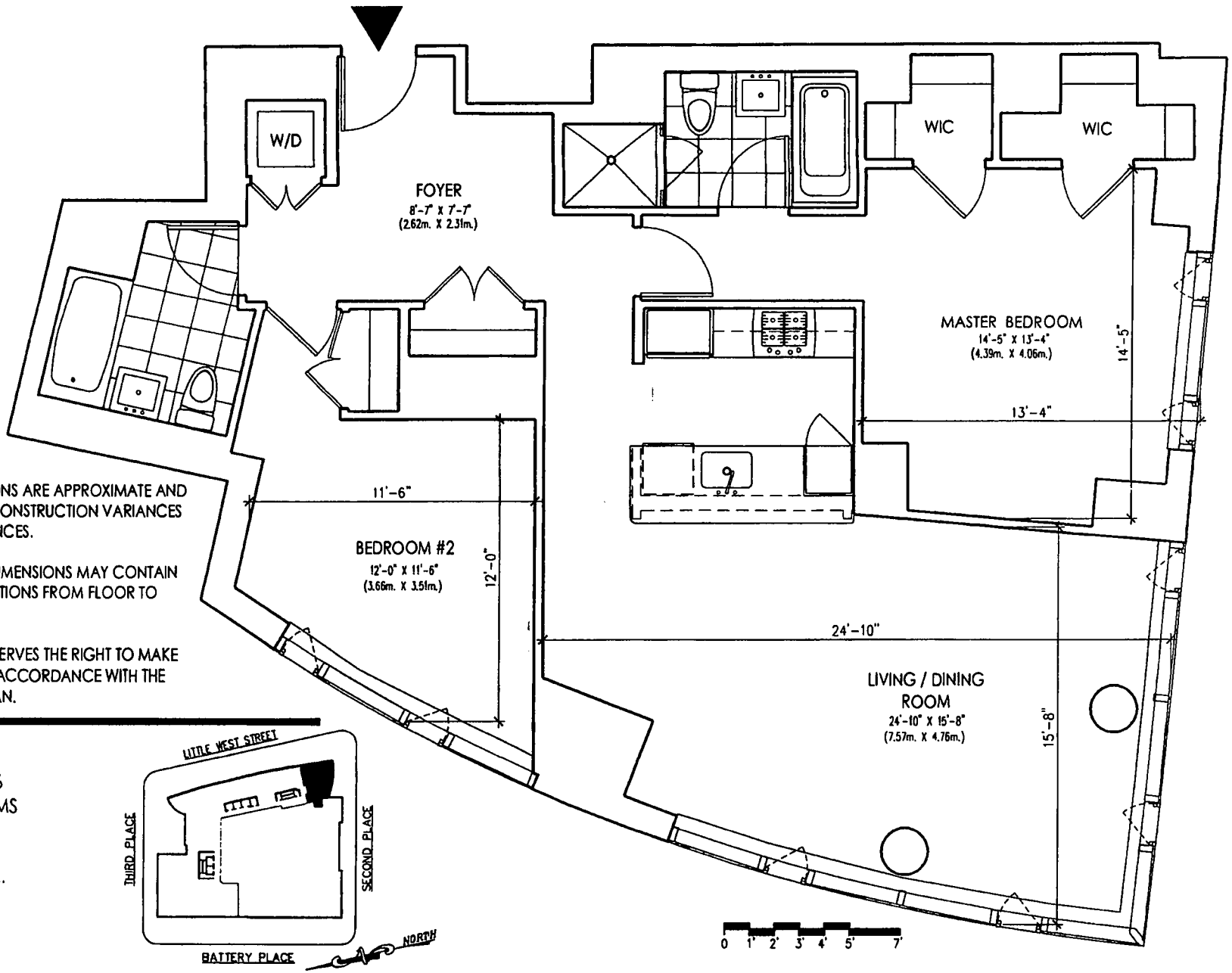
UNIT H	UNIT G
FLOOR 7 &	FLOOR 8-11
1 BEDROOM	
1 BATH	
925 S.F.	
85.98 S.M.	







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UNIT H

FLOOR 3-6
2 BEDROOMS
2 BATHS
1,235 S.F.
114.79 S.M.

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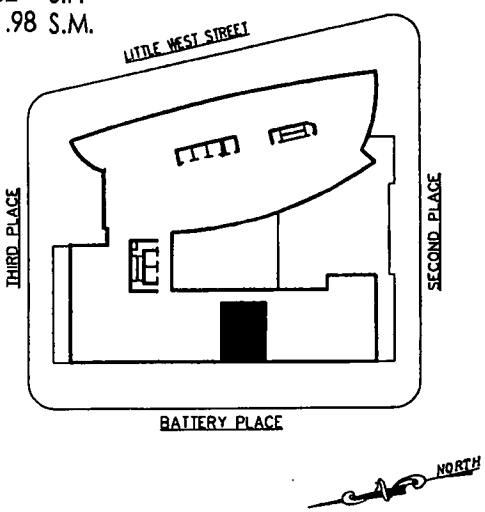
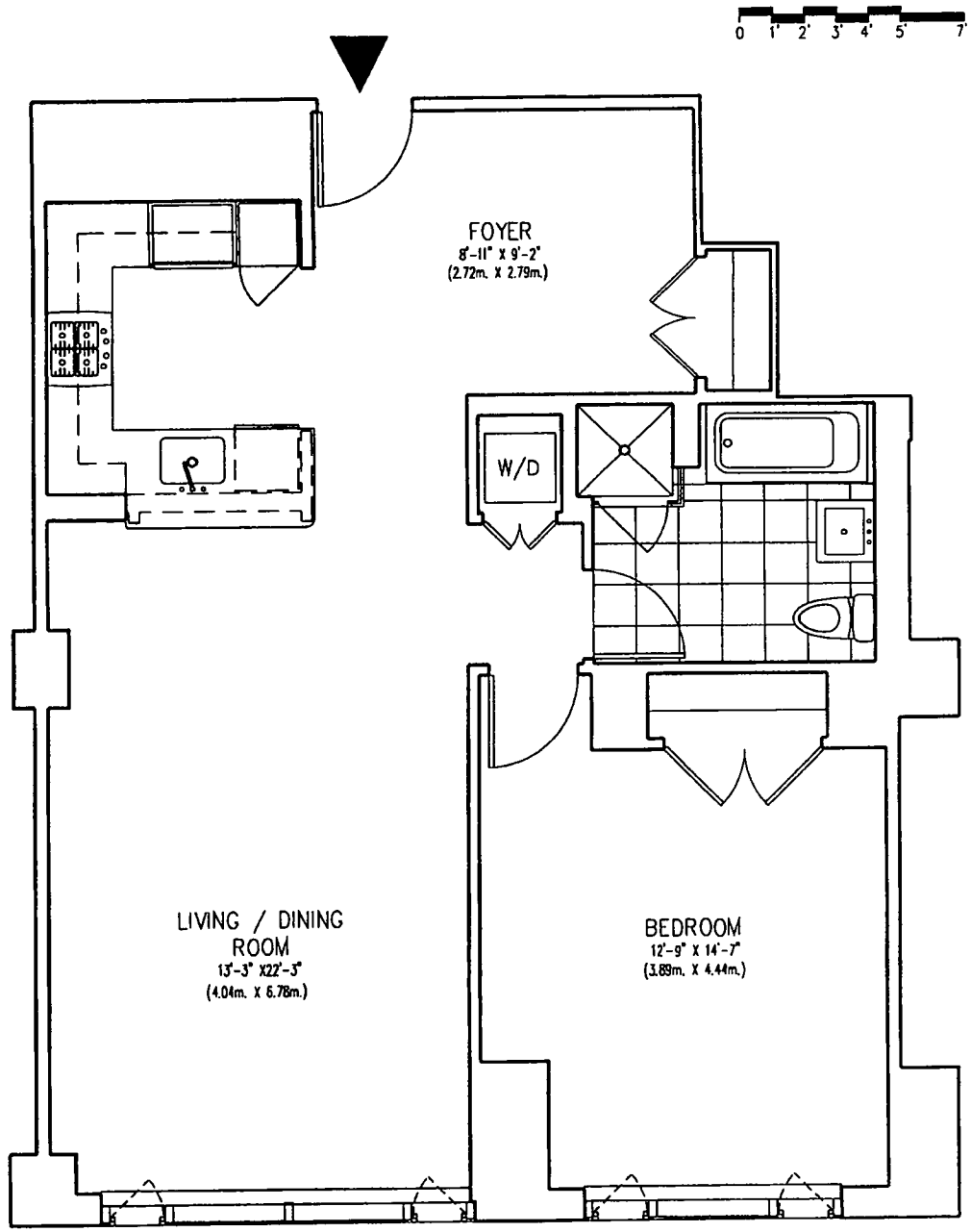
UNIT H

FLOOR 8-11
1 BEDROOM
1 BATH
882 S.F.
81.98 S.M.





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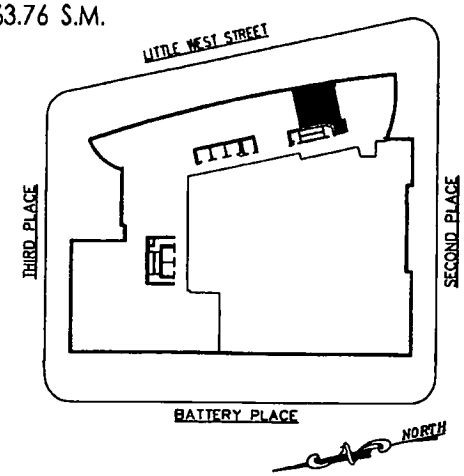
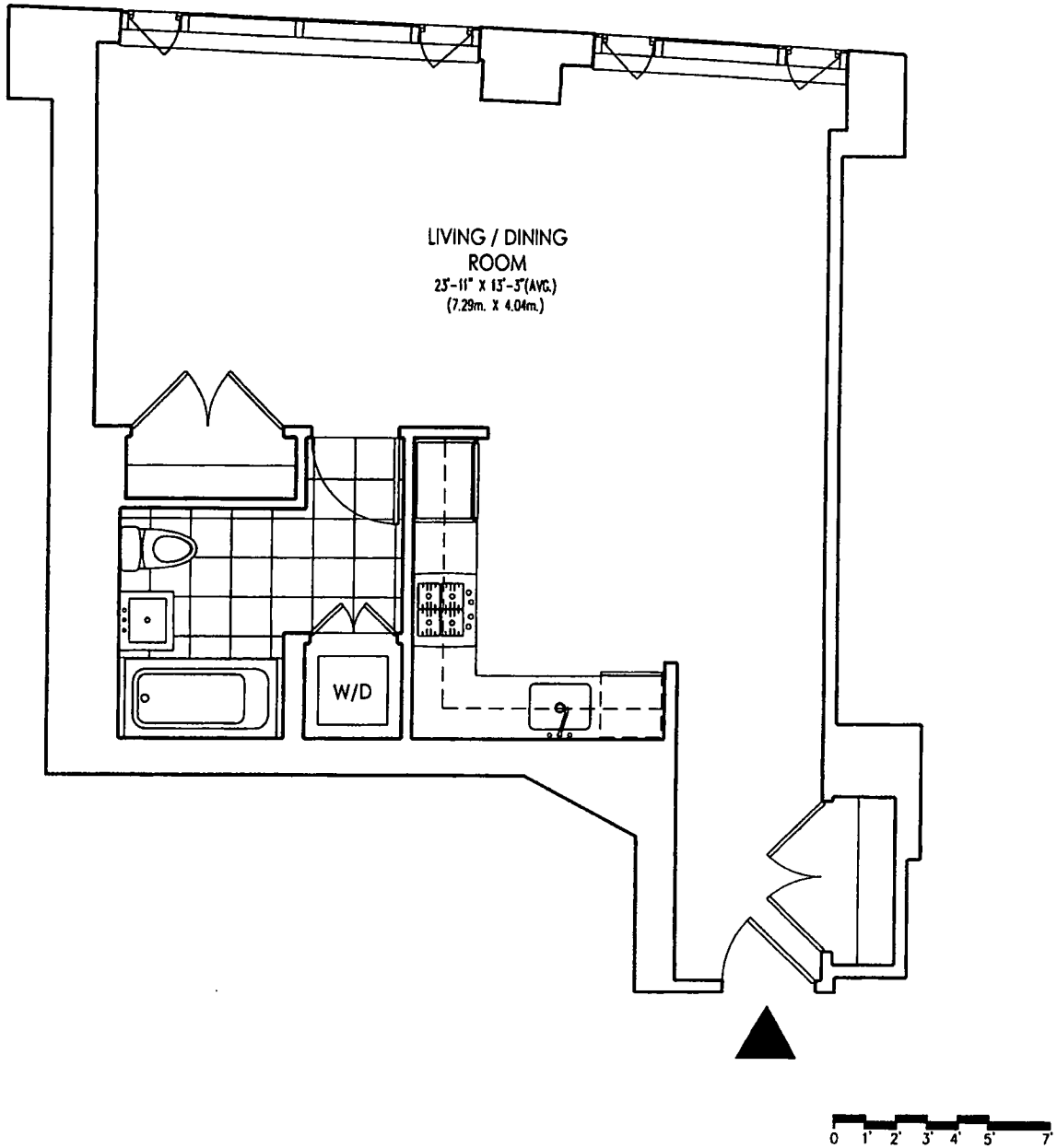
UNIT J

FLOOR 3-6
0 BEDROOM
1 BATH
686 S.F.
63.76 S.M.





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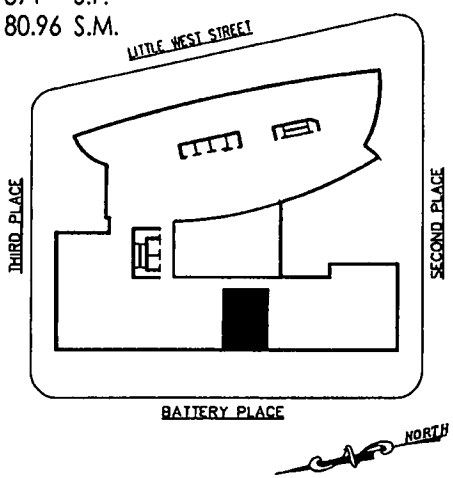
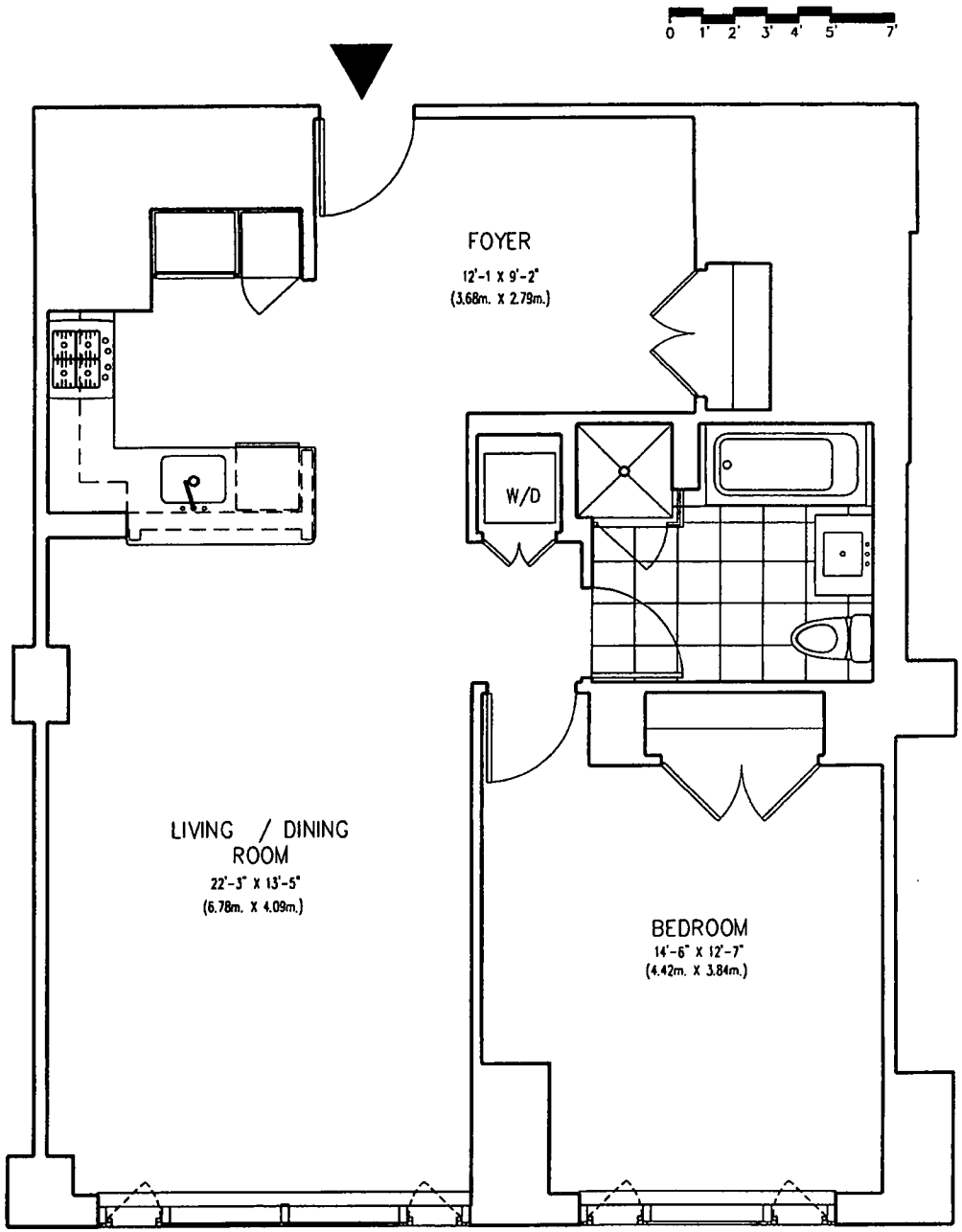
UNIT J

FLOOR 7
1 BEDROOM
1 BATH
871 S.F.
80.96 S.M.





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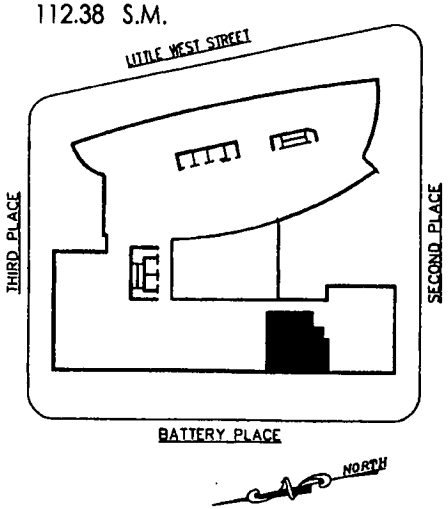
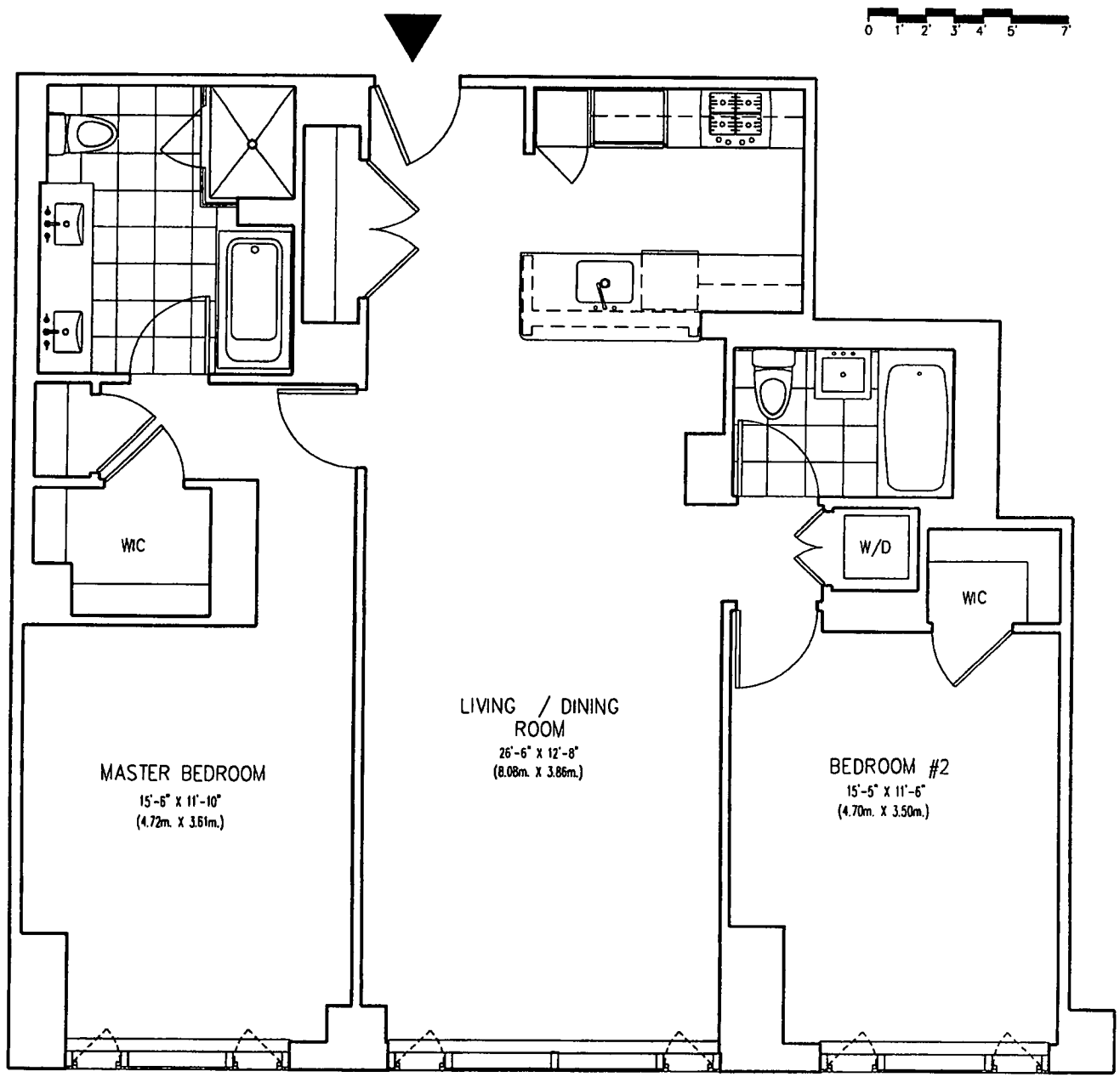
UNIT K	&	UNIT J
FLOOR 7		FLOOR 8-11

2 BEDROOMS
2 BATHS
1,209 S.F.
112.38 S.M.





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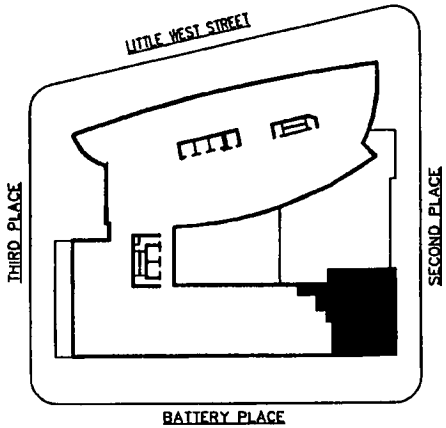
UNIT K

FLOOR 8
2 BEDROOMS
2 BATHS
1 DEN
1,601 S.F.
148.81 S.M.

TERRACE
440 S.F.
40.90 S.M.



STUDY/DEN
12'-5" X 10'-3"
(3.78m. X 3.12m.)

BEDROOM#2
15'-9" X 13'-3"
(4.80m. X 4.04m.)

UP

W/D

WIC

MASTER BEDROOM
11'-6" X 16'-1"
(3.50m. X 4.90m.)

LIVING / DINING ROOM
15'-0" X 25'-3"
(4.57m. X 7.70m.)

UP

PLANTED AREA

PLANTED AREA

TERRACE

0 1' 2' 3' 4' 5' 10'

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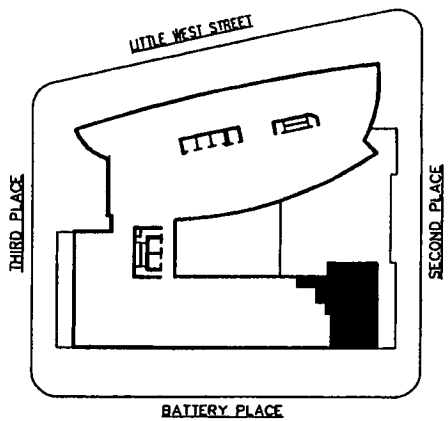
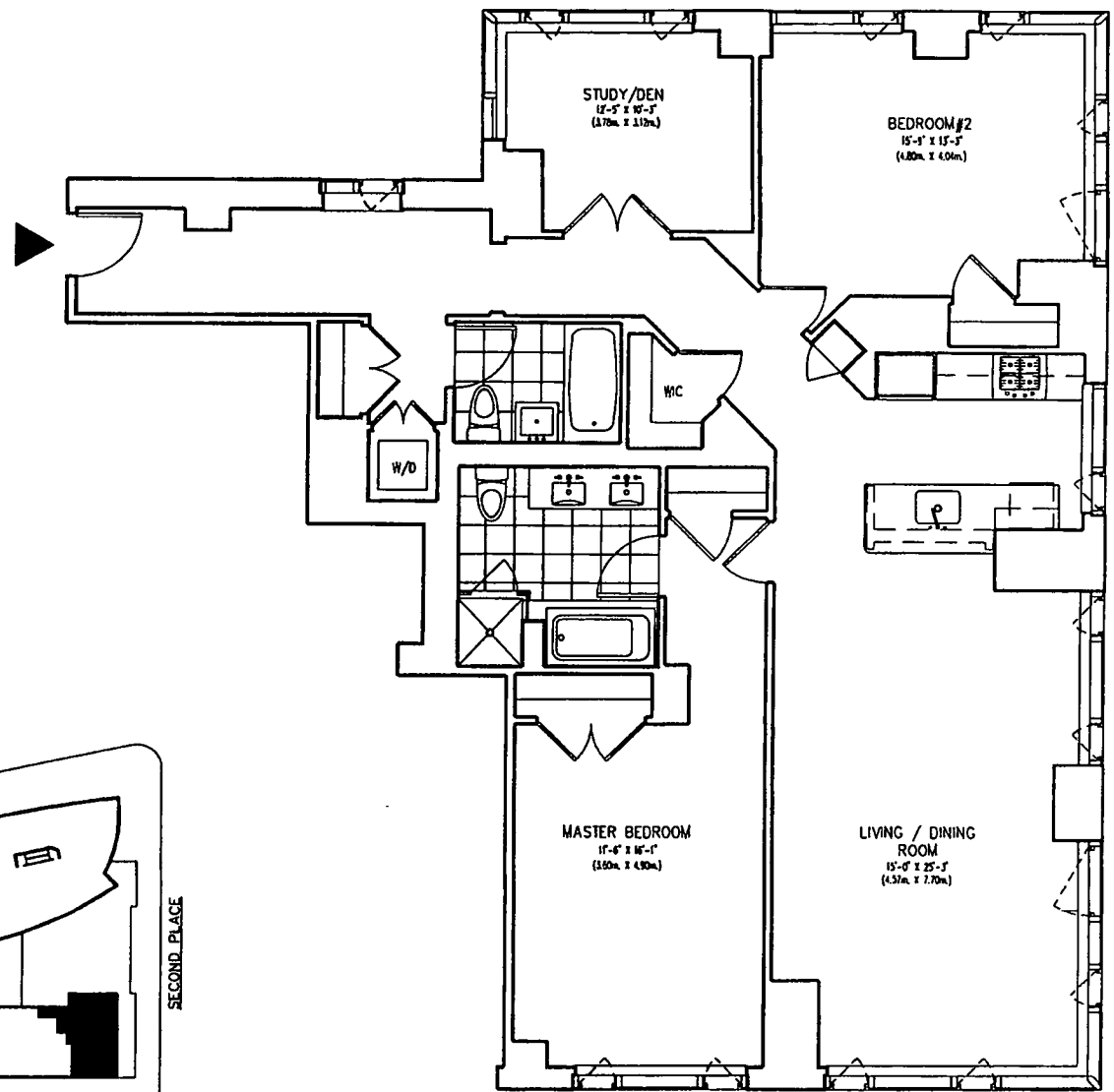
UNIT K

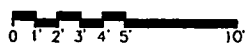
FLOOR 9-11

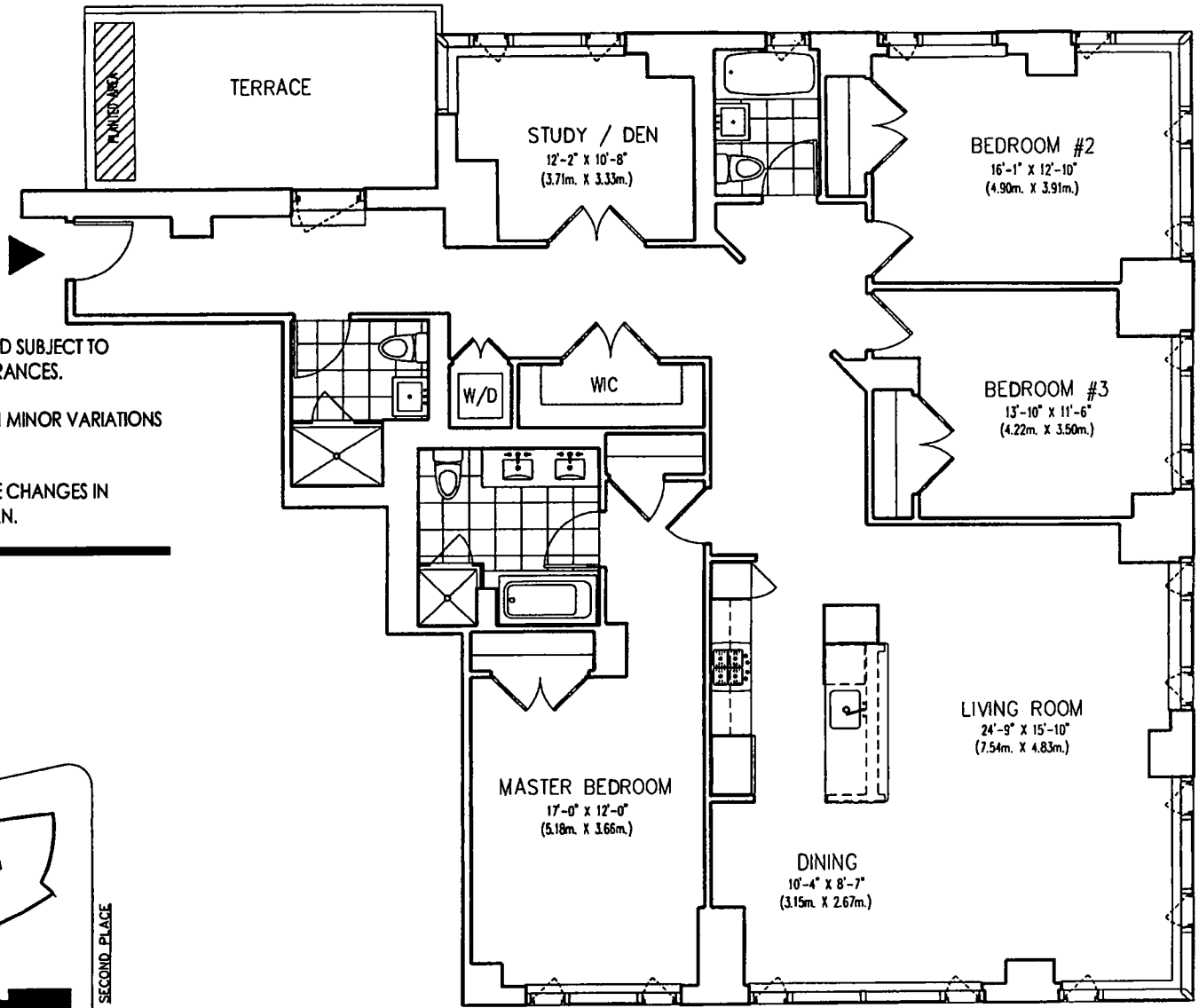
2 BEDROOMS
2 BATHS
1 DEN

1,601 S.F.
148.81 S.M.









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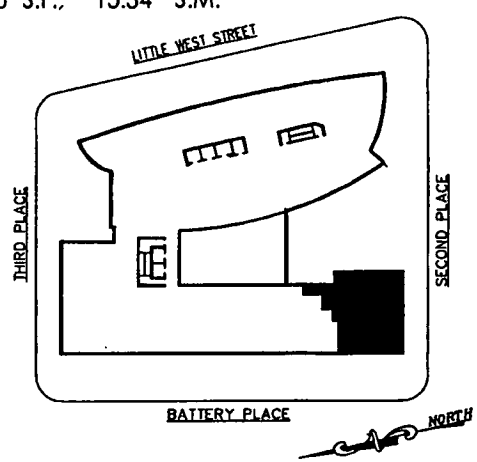
UNIT L

FLOOR 7
3 BEDROOMS
3 BATHS
2,102 S.F., 195.38 S.M.
TERRACE
165 S.F., 15.34 S.M.



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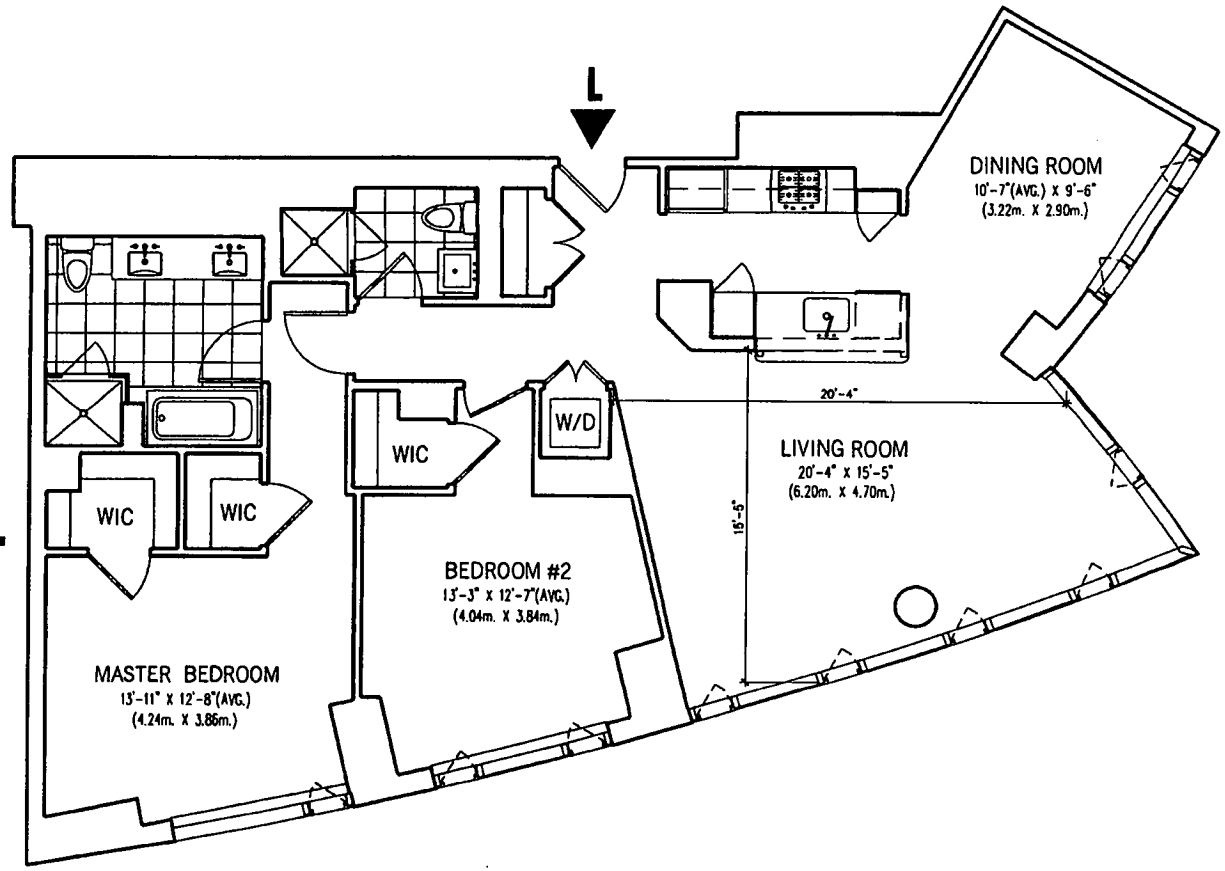
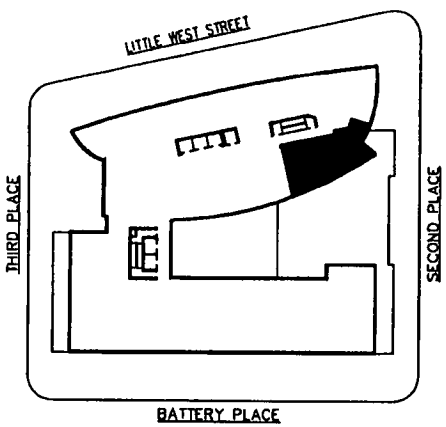
UNIT L

FLOOR 8-11
2 BEDROOMS
2 BATHS
1,359 S.F.
126.32 S.M.





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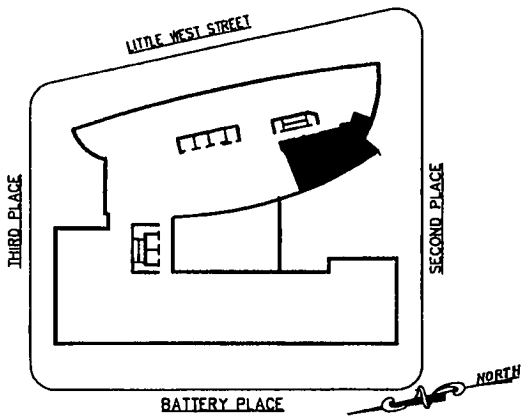
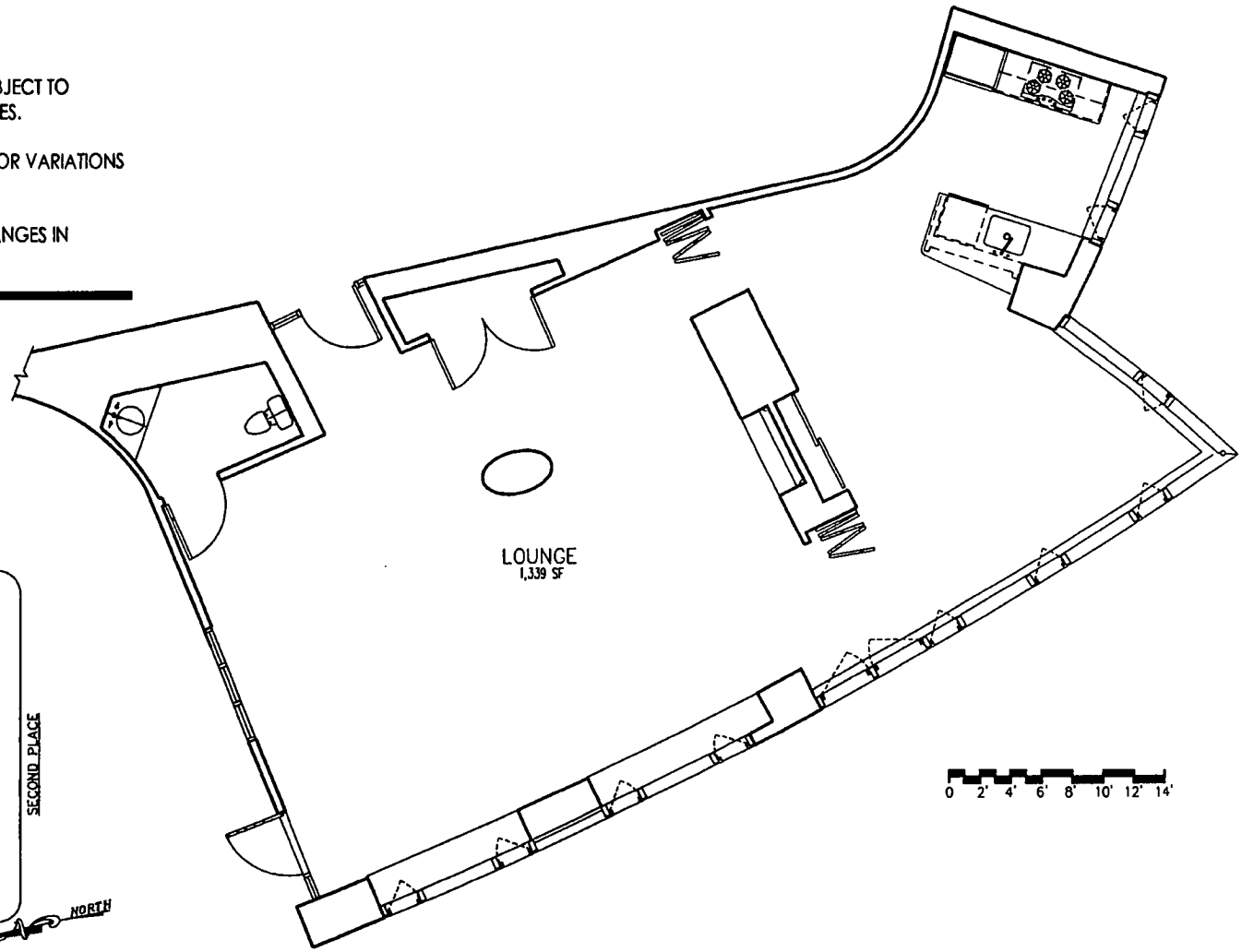
LOUNGE

FLOOR 6
1,339 S.F.
124.46 S.M.





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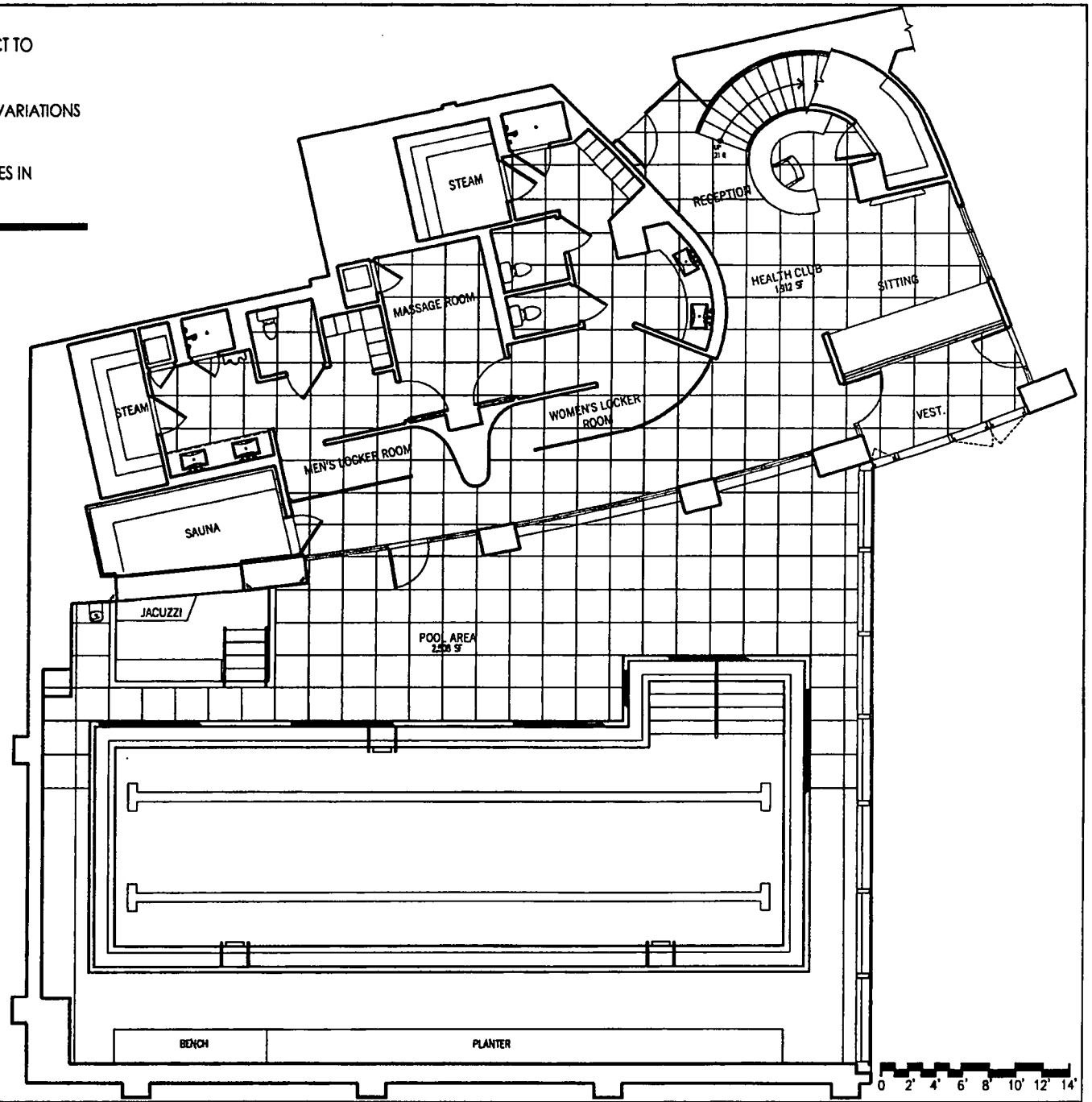
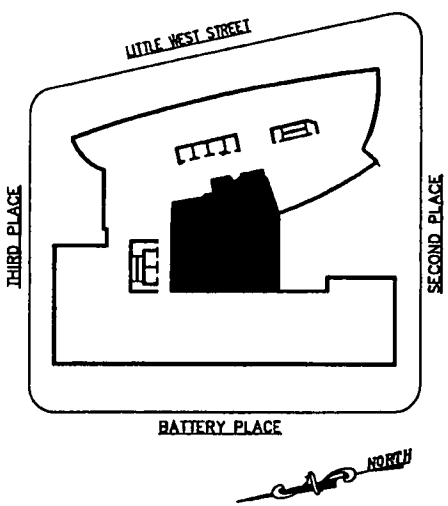
HEALTH CLUB

FLOOR 6

4,420 S.F.
410.63 S.M.





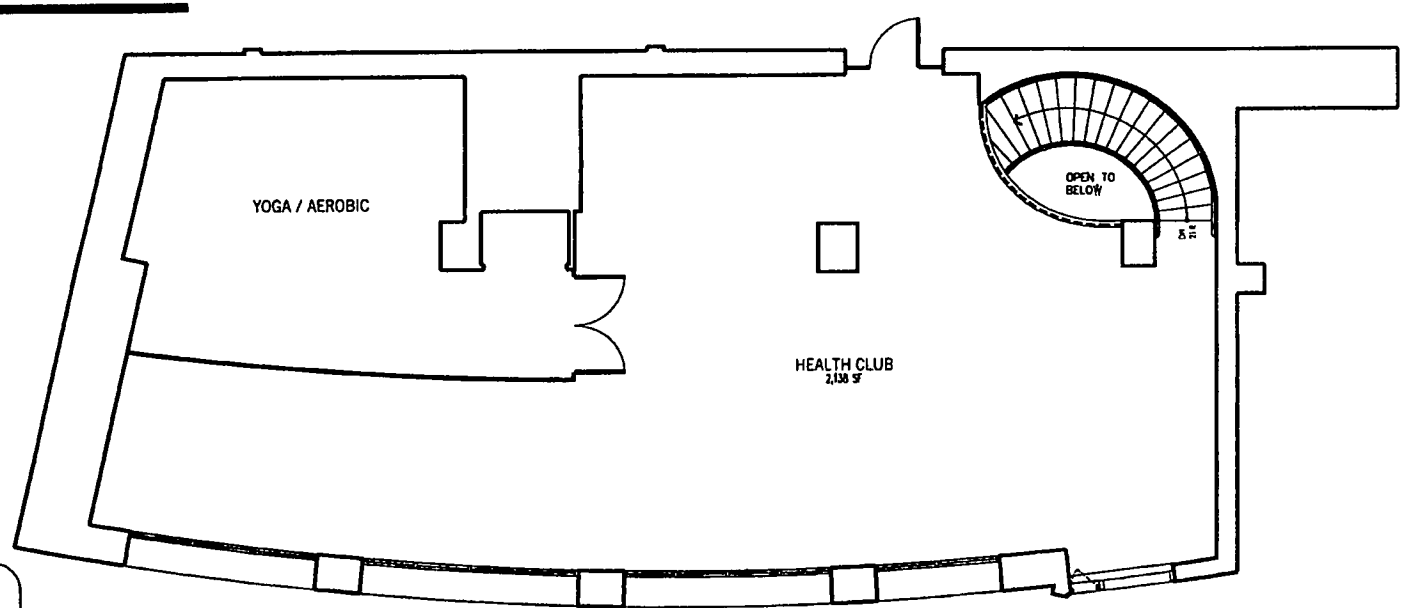
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES.

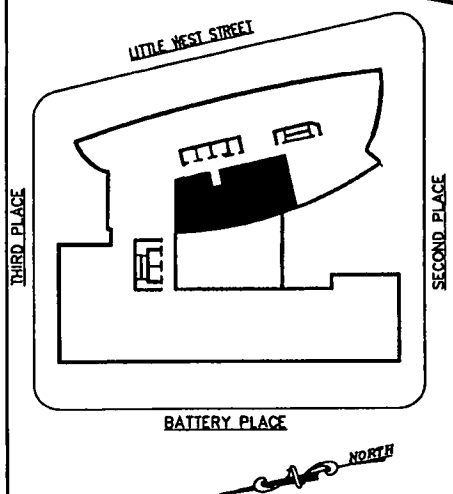
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

HEALTH CLUB

FLOOR 7
2,138 S.F.
198.73 S.M.





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ROOF PLAN

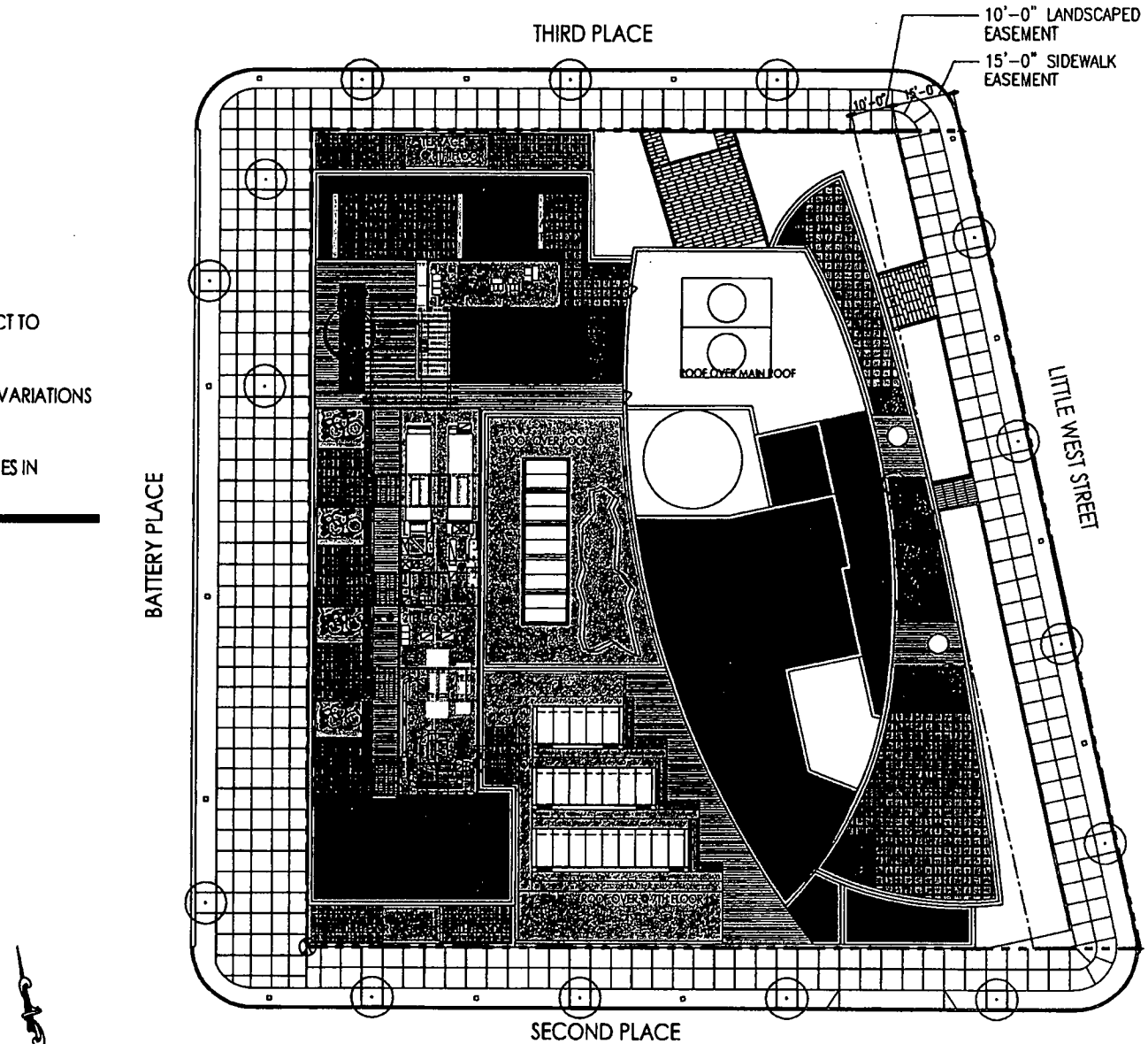

EXHIBIT "6"

CONDOMINIUM DECLARATION

DECLARATION
Establishing a Plan for Condominium Ownership
of the Premises known as
70 Little West Street
New York, New York 10280

Pursuant to Article 9-B of the Real Property
Law of the State of New York
Name
THE VISIONAIRE

Declarant
Battery Place Green, LLC
c/o Albanese Organization Inc., 1050 Franklin Avenue
Garden City, New York 11530

Date of Declaration

The land affected by the within instrument lies in
Section ____, Block 16 formerly known as Lot 35,
now known as Lots ____ - ____
on the Tax Map of the Borough of Manhattan, City of New York

Stroock & Stroock & Lavan LLP
Attorneys for Declarant
180 Maiden Lane
New York, New York 10038
(212) 806-5400

INDEX TO DECLARATION

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Exhibits

A	**Description of the Land**
B	**Description of the Units**
C	**Definitions**
D	**By-Laws**
E	**Unit Power of Attorney**
F	**Recognition Agreement**
G	**Collateral Resignation**
H	**Management Agreement Subordination Recognition and Attornment Agreement**
I	**Construction Completion Escrow Agreement**

DECLARATION
OF
THE VISIONAIRE

(Pursuant to Article 9-B of the Real Property Law
of the State of New York)

Battery Place Green, LLC, a New York limited liability company, having an office at c/o Albanese Organization, Inc., 1050 Franklin Avenue, Garden City, New York 11530 ("Declarant"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used will otherwise require.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits Declarant's leasehold interest in the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as "The Visionaire" (the "Condominium").

2.2 Attached to this Declaration and made a part hereof are the By-Laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws"). All capitalized terms which are not separately defined herein shall have the meanings given to those terms in the By-Laws.

ARTICLE 3

THE LAND

Included in the Property described in Article 2 is all Declarant's leasehold interest in that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the City, County and State of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof. Declarant is the tenant of the Land under the Lease with Battery Park City Authority ("BPCA"). The Land has an area of approximately 35;352 square feet.

ARTICLE 4

THE PROPERTY

Included in the Property described in Article 2 is a building (the "Building") consisting of five (5) commercial units, including one (1) garage unit (the "Garage Unit"), one (1) storage unit (the "Storage Unit"), two (2) retail units (the "Retail Units") and the BPCA Unit, (collectively referred to as the "Commercial Units" and individually, a "Commercial Unit") and 251 Residential Units (collectively, the "Residential Units" and individually, a "Residential Unit"). The Commercial Units and the Residential Units are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit." The Residential Units, together with the Residential Common Elements and the Residential Limited Common Elements (as hereinafter defined), are collectively referred to as the "Residential Section." The Commercial Units together with the Commercial Common Elements and the Commercial Limited Common Elements (as hereinafter defined) are collectively referred to as the "Commercial Section." The owner of a Residential Unit is herein called a "Residential Unit Owner" and all the owners of the Residential Units are herein collectively called the "Residential Unit Owners." The owner of a Commercial Unit at any time, or its designee, is herein called a "Commercial Unit Owner" and all of the owners of the Commercial Units are herein collectively called the "Commercial Unit Owners" The Residential Unit Owners and the Commercial Unit Owners are collectively referred to herein as the "Unit Owners" and individually as a "Unit Owner."

ARTICLE 5

THE BUILDING

The Building consists of one Class 1B (Non-Combustible) building, having 33 stories above grade. The Building is constructed of reinforced concrete and steel from foundation to the roof with the foundation walls constructed of reinforced concrete supported on concrete filled composite steel pipe piles. The floors in the Building are named (from bottom to top): Cellar, First Floor, Floors 3 through 12, Floors 14 through 33, Penthouse 1 and Penthouse 2, Mechanical Roof Level 1, Mechanical Roof Level 2 and Mechanical Roof Level 3, respectively. The Commercial Unit occupies portions of the Cellar through Sixth Floors. There are no floors designated as Floor 2 or Floor 13 in the Building. The Building is located within Battery Park City.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its Unit designation; (ii) tax lot number; (iii) approximate location in the Building; (iv) approximate square foot area; (v) number of rooms; and (vi) the percentage interest in the General Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by SLCE Architects, LLP and intended to be approved by the Real Property Assessment Department of The City of New York and filed in the New York County

office of the Register of The City of New York (the "City Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for the front entrance door and any other entrance doors to such Unit, all materials, appliances, furnishings, wall coverings, flooring, walls and partitions installed by the Unit Owner, Facilities (as hereinafter defined) within the Unit from the outside surface of the sheet rock walls including, without limitation, smoke detectors, all plumbing, gas and heating fixtures (including shower pans) and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans and fan coil units), heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors from the point at which such pipes, wiring, ductwork or conduits service other Units. Each Unit shall also include (i) all lighting and electrical fixtures, cabinets, including, without limitation kitchen and bathroom cabinetry, countertops, and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities affixed, attached or appurtenant to the Unit by a Unit Owner other than Declarant, to the extent located within a Unit from the panel and serving or benefiting only that Unit. Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building.

6.3 Each Commercial Unit will include all escalators, elevators, stairs, if any, and all related Facilities exclusively serving that Commercial Unit including outdoor signage panels for the Commercial Unit.

6.4 As of the date of the filing of this Declaration with the City Register's Office, leasehold title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

DIMENSIONS OF UNITS

The measurements of each Unit as set forth on Exhibit B annexed hereto are approximate and were obtained by using the method customarily used in New York City to measure condominium apartment units. The units were measured from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the

midpoint of the interior walls and partitions separating a Unit from other Units, and to the exterior side of the public corridors, stairs, elevators, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. 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 floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.

ARTICLE 8

COMMON ELEMENTS

8.1 The common elements of the Condominium (the "Common Elements") consist of the General Common Elements and the Limited Common Elements (as hereinafter defined). The General Common Elements include, but not are not limited to the Declarant's leasehold interest in the Land and all parts of the Building and improvements thereon other than the Units and the Limited Common Elements and include those rooms, areas, corridors, spaces and other parts of the Building and all Facilities therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, Maintenance or safety of the Property. The Limited Common Elements of the Condominium consist of those Common Elements that serve or benefit exclusively (a) the Residential Units or the Residential Unit Owners (in which event they are called "Residential Common Elements"), (b) one or more but not all of the Residential Units or the Residential Unit Owners (in which event they are called "Residential Limited Common Elements"), (c) the Commercial Units or the Commercial Unit Owners (in which event they are called "Commercial Common Elements"), or (d) one or more but not all of the Commercial Units or the Commercial Unit Owners (in which event they are called "Commercial Limited Common Elements"). The General Common Elements of the Condominium are appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage share of the General Common Elements. The General Common Elements are for the common use of all Unit Owners.

8.2 As used in this Declaration, the word "Facility" or "Facilities" means all equipment and facilities necessary for the operation of the Building or its systems and includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, converter, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, Siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, door, railing, coping, step, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

8.3 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the By-Laws.

8.4 The General Common Elements consist of the following:

8.4.1 The leasehold interest in the Land (as more particularly described in Exhibit A attached to this Declaration), including any sidewalks located thereon, together with all easements, rights and privileges appurtenant thereto.

8.4.2 The Fire staircase A and D including their landings and stairs from the landing on the Cellar to the First Floor and all corridors and all fire staircases, landings and stairs which are not Residential Common Elements or Residential Limited Common Elements or part of any Unit.

8.4.3 Any of the following: all foundations, footings, windows, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, (except to the extent included in Sections 8.5 or 8.6), together with those portions of the exterior walls of the Building beyond the Commercial and Residential Unit side of the glass or concealed block work or concealed structural members of those walls.

8.4.4 The rooms and Facilities located as follows: Water Treatment Facility, maintenance office, locker rooms, lavatories, water meter/pump room, fire pump room, storage/workshop room, gas meter room, electric service entry room and main telephone closet located in the Cellar; water tower, chiller plant and cooling tower located on the mechanical roofs; storm water retention tank room located on the Fourth Floor; electric switchboard room located on the Fifth Floor, and general illumination fixtures and security systems except to the extent located within a Unit; hot water mechanical and heat recovery fan room located on the Ninth and Eleventh Floors; mechanical room located on Penthouse 2; heat recovery fan room located on the mechanical roof level 3; all passages, hallways, stairs, corridors, mechanical and other rooms, areas and spaces located in the Building serving both the Residential Section and Commercial Section, which are not Residential Common Elements, Residential Limited Common Elements, Commercial Common Elements or Commercial Limited Common Elements or part of any Unit; and the micro turbine room, if any, located on the mechanical roof level.

8.4.5 All roofs and roof setbacks (except to the extent that a portion of a roof is comprised of a Residential Common Elements, Residential Limited Common Element, Commercial Common Elements or Commercial Limited Common Elements).

8.4.6 Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of all of the Commercial Section and the Residential Section and are not a part of any Unit, Residential Common Elements, Commercial Common Elements or any Limited Common Element.

8.5 The Residential Common Elements consist of the following:

8.5.1 Any of the following: all columns, girders, floor slabs and ceilings, beams, and supports, exterior walls and load bearing interior walls (including those within each

Unit exclusive of sheet rock or plaster coats or any wall coverings or decorations thereon) and interior load bearing walls from above the slab over the First Floor of the Building to the roof (except as otherwise provided in Section 8.4 or 8.6).

8.5.2 Residential electric submeters and panels, electric closets, feeders, risers and Facilities, residential gas meter and direct burial telephone cables serving exclusively the Residential Section.

8.5.3 To the extent initially offered by Declarant (exclusive of upgrades ordered or installed by the Unit Owner), bathroom and dryer exhaust ducts from the dryers located in the laundry room, corridor and Residential Unit supply air ducts, supply for domestic water and return for heating and cooling, water pressure reducing valve system, and all other Facilities in the floor and ceilings serving or benefiting exclusively the Residential Section.

8.5.4 Cable TV risers and all other Facilities located in the Property serving or benefiting exclusively the Residential Section to the extent that the same are not owned by a third party.

8.5.5 The telephone/electric closets on the Third Floor through Penthouse 2 of the Building; equipment rooms and bicycle storage room located in the Cellar and Facilities located as follows: the residential entrances, lobby, mailroom, and Children's Playroom on the First Floor of the Building; Fitness Center including pool, aerobics room, steam room, locker areas, men's and women's lavatories located on the Seventh and Eighth Floors of the Building; lounge and laundry room located on the Seventh Floor of the Building; the trash rooms and trash chutes servicing the Residential Section.

8.5.6 All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Residential Units, Residential Limited Common Elements or part of the Commercial Units, Commercial Common Elements, Commercial Limited Common Elements or General Common Elements.

8.5.7 Fire staircase A and fire staircase B and their landings and stairs from the First Floor to the roof bulkhead above the Penthouse 2 Floor; fire staircase C and its landings and stairs from the First Floor to the roof bulkhead above the Twelfth Floor; and fire staircase D and its landings and stairs from the First Floor to the 11th Floor.

8.5.8 Passenger elevators E-1 and E-2 (including their shafts, pits, machinery and appurtenant facilities) from the First Floor, Seventh Floor, Eighth Floor and Twelfth Floor to the Penthouse 2; Passenger elevators E-4 and E-5 (including their shafts, pits, machinery and appurtenant facilities) from the First Floor through the 11th Floor; passenger/service elevator E-3 (including its shaft, pits, machinery and appurtenant facilities) from the Cellar Floor through Penthouse 2 and the First Mechanical Roof Level.

8.5.9 All mechanical space and other rooms, areas and spaces located in the Building serving exclusively the Residential Units, the Residential Common Elements and the Residential Limited Common Elements and which are not General Common Elements, Commercial Common Elements, Commercial Limited Common Elements or part of any Unit; and all other 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 which are not owned by another entity such as the supplier, servicer or installer of the systems.

8.5.10 Roof Garden and Roof Terraces located on the roofs of the Building and the mechanical room and mechanical spaces and the fireplace flues servicing the Residential Units located on the Roof which are not General Common Elements.

8.5.11 All other Facilities exclusively serving the Residential Section, excluding the Residential Units, the Residential Limited Common Elements, the Commercial Common Elements, the Commercial Limited Common Elements and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section.

8.5.12 Notwithstanding anything to the contrary in this Article 8, if a Residential Common Element benefits only certain Residential Unit Owners, then the Residential Section's costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interests of all benefiting Residential Unit Owners. In addition, except as otherwise provided in Subsection 6.9.2.1 of the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Residential Common Element at their sole cost and expense.

8.6 The Residential Limited Common Elements consist of the following:

8.6.1 The Terraces to which one or more Residential Units have exclusive access as set forth in Exhibit B annexed hereto. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Residential Unit Owner having exclusive access to a Terrace, shall have the exclusive right to use such Residential Limited Common Element and shall be responsible for its normal operation, maintenance and repair at such Residential Owner's sole cost and expense.

8.6.2 That portion of equipment, fixtures or Facilities serving or benefiting one Residential Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Residential Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Residential Unit Owner who is so served or benefited by such Residential Limited Common Element shall have the exclusive right to use such Residential Limited Common Element and shall be responsible for its normal operation, maintenance and repair at such Unit Owner's sole cost and expense.

8.6.3 All other Facilities exclusively serving one or more but not all Residential Units, excluding the Residential Units, the Residential Common Elements and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all of the Residential Units.

8.7 The Commercial Common Elements consist of the following:

8.7.1 Any of the following: all columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls located within any Commercial Unit or separating a Commercial Unit from a Residential Unit or a Residential Common Element.

8.7.2 Commercial electric meter, separate cold water meter, gas meter and other utility meters (if any) serving or available for the exclusive use of the Commercial Section.

8.7.3 Ductwork, and all other HVAC and electric and similar Facilities serving or benefiting exclusively the Commercial Section.

8.7.4 Omitted Intentionally.

8.7.5 All remaining Facilities exclusively serving the Commercial Units, excluding the Commercial Units, the Commercial Limited Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of the Commercial Units.

8.7.6 Notwithstanding anything to the contrary in this Article 8, if a Commercial Common Element or a General Common Element benefits only certain Commercial Unit Owners, then the Commercial 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 Commercial Unit Owners who benefit from the Commercial Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation and Maintenance, including but not limited to the cost of staff necessary for such operation and Maintenance and repair, of any such Commercial Limited Common Element at their sole cost and expense.

8.8 The Commercial Limited Common Elements consist of the following:

8.8.1 That portion of equipment, fixtures or Facilities serving or benefiting one Commercial Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Commercial Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Commercial Unit Owner who is so served or benefited by such Commercial Limited Common Element shall have the exclusive right to use such Commercial Limited Common Element and shall be responsible for its normal operation and Maintenance at such Unit Owner's sole cost and expense.

8.8.2 All remaining Facilities exclusively serving the one or more but not all Commercial Units, excluding the Commercial Units, the Commercial Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of one or more but not all Commercial Units.

8.8.3 Notwithstanding anything to the contrary in this Article 8 or the By-Laws, if a Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial 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 Commercial Unit Owners who benefit from the Commercial Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation and Maintenance including but not limited to the cost of staff necessary for such operation and Maintenance of any such Commercial Limited Common Element at their sole cost and expense.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 Except as more particularly set forth in this Declaration or the By-Laws, Residential Units may be used for residential purposes only. Any Residential Unit may be used for professional purposes, or for any other lawful purposes, subject, however, to (1) the terms and conditions of the then existing certificate of occupancy for such Residential Unit, (2) applicable Law, (3) the use of such Residential Unit not adversely affecting the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, (4) compliance with the By-Laws and the Lease and (5) the prior written permission of the Residential Board, which permission shall in no event be granted unless the Residential Board affirmatively finds that the conditions in (1) through (3) above have been met. A home office use hereunder shall only be accessory to the residential use of the Residential Unit. No clients or business invitees shall be permitted to visit a home office and no signs shall be allowed in connection with the home office. Residential Units may only be leased in accordance with the By-Laws and the Rules and Regulations..

9.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may, without the permission of the Residential Board, (1) grant permission for the use of any Unsold Residential Unit (as defined in Exhibit C) owned by it as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for such Residential Unit or any other governmental regulations and (2) use any Unsold Residential Units owned by it as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable Law. While Unsold Residential Units are being offered for sale or lease by Declarant or its designees there will be a greater number of visitors to the Residential Section than would otherwise be the case. Declarant and the owner of any Unsold Residential Unit shall have the right, without prior notice or permission of any Board, to use the Commercial Unit, Common Elements and Unsold Residential Units on any floor of the Building as sales and rental offices and model Units for the Building and any other building in which Declarant or principals of Declarant have an interest. Neither Declarant nor its designees shall be held responsible for increased pedestrian traffic and/or wear and tear on the elevators, lobbies and other Common Elements as a result of the use thereof. Neither Declarant nor its designees and/or 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, provided that any such failure is not caused by the gross negligence of Declarant or its designees, the Managing Agent or their respective agents.

9.3 The Commercial Units may be used for any lawful purposes, including, without limitation, use as a museum, retail stores and outlets, storage, theaters, banks, restaurants, commercial and professional offices and studios.

9.4 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, each Unit must be used in accordance with the requirements of the Lease and the BPCA Requirements.

ARTICLE 10

CHANGES IN THE RESIDENTIAL SECTION

Except to the extent prohibited by Law, or as otherwise required in accordance with the Lease or the BPCA Requirements, Declarant or its designee shall have the right, without the vote or consent of any Board, other Unit Owners or the Residential Mortgage Representatives, if any, to: (a) make alterations, additions or improvements to any Unsold Residential Units; (b) change the use (subject to Section 9.2 above) or layout of, or number of rooms in, any Unsold Residential Units from time to time; (c) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, converting a Residential Unit or any portion thereof to a Residential Common Element, a Residential Limited Common Element, a Commercial Unit, a Commercial Common Element or a Commercial Limited Common Element, altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Residential Unit) which exclusively benefit an Unsold Residential Unit into such Unit; (d) designate a Unit or a Common Element as part of a newly created or expanded Residential Unit, Residential Limited Common Element, Commercial Unit, Commercial Common Element, Commercial Limited Common Element or General Common Element or designate all or part of a Residential Unit as a newly created or expanded Commercial Unit, Residential Common Element, Residential Limited Common Element, Commercial Common Element, Commercial Limited Common Element or General Common Element; and (e) if appropriate, reapportion among the Unsold Residential Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Residential Units (other than Unsold Residential Units) shall not be changed by reason thereof unless the owners of such Residential Units shall consent thereto; (ii) Declarant or its designee shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom. By written permission of the Residential Board, which permission, shall not be unreasonably withheld, any other Residential Unit Owner may be given, with respect

to his Residential Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article 10 with respect to Unsold Residential Units, including, without limitation, the right to combine, subdivide and/or otherwise reconfigure two or more adjacent Residential Units owned by such Residential Unit Owner. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Residential Unit shall be made unless there is first delivered to the Residential Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value 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. The certification referred to in the preceding sentence shall be delivered (i) at Declarant's election, by Declarant, the managing agent of the Residential Section or of the Condominium or any other person reasonably acceptable to the Residential Board in the case of any Unsold Residential Unit, and (ii) by either the managing agent of the Residential Section or of the Condominium, or any other person reasonably acceptable to the Residential Board in the case of any other Residential Unit. Declarant or the owner of any Unsold Residential Unit will have the right, without the consent of any other Unit Owner or Board to amend the Declaration and By-Laws to reflect the foregoing changes. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or the owner of any Unsold Residential Unit.

ARTICLE 11

CHANGES IN THE COMMERCIAL UNIT

Except to the extent inconsistent with Article 15 or the By-Laws or prohibited by Law, the Lease or the BPCA Requirements, Sponsor and each Commercial Unit Owner shall have the right, subject to the approval of the Commercial Board, which shall not be unreasonably withheld, but without the vote or consent of the Residential Board or Condominium Board, other Unit Owners or Residential Mortgage Representatives, if any, to: (1) decorate or make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Limited Common Elements; (2) change the layout or number of rooms in the Commercial Units from time to time; (3) change the Commercial Units, by subdividing the same, into any desired number of commercial condominium units, combining any of the Commercial Units or combining any units resulting from a subdivision, altering the boundary walls between the Commercial Units, or otherwise; (4) designate a Unit or a Common Element as part of a newly created or expanded commercial condominium unit or designate all or part of a Commercial Unit as a newly created or expanded Residential Unit, Residential Common Element, Commercial Common Element or Commercial Limited Common Element; (5) reapportion among the newly created or expanded Commercial Units and/or Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be 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, and provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Commercial Units than existed for the original Commercial Units;

and (6) change, alter or modify the facade or portion of the exterior wall appurtenant to the Commercial Units provided, however, that the percentage interest in the Common Elements of any portion of the Commercial Units owned by another Commercial Unit Owner or of any Residential Unit shall not be changed by reason thereof unless the owner of such Unit shall consent thereto, and the Commercial Unit Owner shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom.

ARTICLE 12

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium, the Residential Section or the Commercial Section.

ARTICLE 13

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

13.1 The percentage interest of each Unit in the Common Elements has been 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.

13.2 The percentage interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Residential Unit bears to the Common Interests of all Residential Units.

13.3 In accordance with Section 339-m of the Real Property Law, the allocation and apportionment of Common Expenses among the Unit Owners will not be based upon Common Interests but will be specially allocated and apportioned as more particularly described in Article 6 of the By-Laws which is incorporated herein by reference.

ARTICLE 14

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, Residential Board or Commercial Board, as the case may be, or made by Declarant or the owner of an Unsold Residential Unit, a Commercial Unit Owner in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of the Building (or any portion thereof)

or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the Maintenance of the same as long as the Building shall stand.

ARTICLE 15

NAME OF CONDOMINIUM AND BUILDING

The Condominium and the Building shall be designated and known as "The Visionaire" Declarant and Declarant's assignee shall own and control all rights and interests, including the right to apply for any state trademark and prosecute to registration any federal trademark applications, and shall be responsible for all obligations and liabilities, including those in furtherance of protecting, policing and maintaining any applicable trademark rights, which may include litigating against those whom Declarant believes may be infringing Declarant's rights in and to the name of the Condominium and Building, appurtenant to the name of the Condominium and/or the Building. Only Declarant shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Declarant shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Declarant as the sponsor of the condominium offering, together with such other information as Declarant determines in its sole discretion.

ARTICLE 16

EASEMENTS AND RIGHTS OF ACCESS

16.1 Except as set forth in this Declaration, (i) each Unit Owner will have, in common with all other Unit Owners and each Unit will be subject to, an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, such easement as will be necessary to Maintain, such Unit Owner's Unit and an easement to connect to existing utilities including, but not limited to, utilities for gas, electricity, steam and ventilation, (ii) each Residential Unit Owner will have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements and any Facilities located therein (wherever located in the Building), including, but not limited to, such easement as will be necessary to operate, Maintain as necessary, such Residential Unit Owner's Unit and (iii) each Commercial Unit Owner will have, in common with all other Commercial Unit Owners, an easement for the use of the Commercial Common Elements and those Commercial Limited Common Elements appurtenant to such Commercial Unit, if any, and any Facilities located therein (wherever located in the Building), including, but not limited to, such easement as will be necessary to operate, Maintain such Commercial Unit Owner's Unit. The Commercial Section and the Residential Section will be subject to such easements.

16.2 The Condominium Board, with respect to the General Common Elements, the Residential Board with respect to the Residential Common Elements and the Residential Limited Common Elements and the Commercial Board with respect to the Commercial Common Elements and the Commercial Limited Common Elements or their respective agents, to the extent such Boards are permitted to act by the By-Laws for such purposes, will have a right of

access to each Unit to inspect the same, to remove violations therefrom and to Maintain the Common Elements contained therein or elsewhere in the Property.

16.3 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Residential Section and the Commercial Section as the case may be, and for the use of any Common Element, to the extent necessitated by an Emergency including but not limited to an easement by the Commercial Unit Owners for Emergency access through and over the fire stairs in the Building. The Residential Section and the Commercial Section shall be subject to such easement.

16.4 The Condominium Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate and Maintain the General Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to Maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements.

16.5 The Residential Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate and Maintain the Residential Common Elements and the Residential Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Residential Units, the Residential Common Elements; or the Residential Limited Common Elements.

16.6 Each Commercial Unit Owner shall have, in common with all other Commercial Unit Owners, and each Unit shall be subject to, an easement (a) to install, utilize, operate and Maintain the Commercial Common Elements or the Commercial Limited Common Elements appurtenant to such Commercial Unit located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of any Commercial Unit, the Commercial Common Elements or the Commercial Limited Common Elements.

16.7 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

16.8 Declarant or its designee and the Commercial Unit Owner and their successors and assigns shall, to the extent in compliance with the Lease, the Design Guidelines and Law, have an easement to erect, operate and Maintain from time to time, one or more signs on the Property for the purposes of advertising (i) the sale or lease of any Unsold Residential Unit, the sale or lease of all or any portion of the Commercial Unit and (ii) the operation of any business of Declarant, a tenant, occupant, managing agent or operator of all or any portion of any Commercial Unit or of any Unsold Residential Units, as the case may be. To the extent permitted by the Lease, the Design Guidelines and Law, Declarant shall have an easement to utilize the Common Elements of the Building in connection with its sales and leasing efforts relative to the Unsold Residential Units. Declarant and the Commercial Unit Owners will have an easement and the right to change the facade of the Building and alter, replace, restore,

renovate, remodel and reconstruct the existing facade of the Building through and including the First Floor of the Building, provided that such penetration does not materially weaken the structural soundness of the Building and is otherwise in accordance with the Lease and the BPCA Requirements. Declarant and the owner of the Unsold Residential Units reserve the right to locate signs anywhere in the Condominium (including the exterior façade) for so long as Declarant owns at least one Unit.

16.9 Declarant and the Commercial Unit Owners have an easement to use the sidewalks surrounding portions of the Building for purposes permitted by Law.

16.10 Declarant or its designee and the Residential Board with respect to the Residential Section, the Commercial Board with respect to the Commercial Section and the Condominium Board with respect to the Property, shall have the right to grant such additional electric, gas, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install an air conditioning compressors or other equipment on the roof or relocate any easements in any portion of the Residential Section, the Commercial Section or the Property, as the case may be, as Declarant or its designee, the Residential Board, the Commercial Board or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and Maintenance of the Building or any portion thereof, or to complete the Building as described in the Plan or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that the Condominium Board shall not grant such additional easements within a Commercial Unit without the consent of the Commercial Unit Owner thereof and provided further that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any company providing the utilities or services and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of the aforementioned easements to in order to install, operate, Maintain and service same, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes.

16.11 Declarant and the owner of any Unsold Residential Unit, and their respective assignees and licensees shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate and Maintain satellite dishes and similar equipment on the roofs and facade of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto, other than those portions of the roof which constitute Residential Common Elements or Residential Limited Common Elements and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation or Maintenance, repair, alteration, rebuilding, restoration or replacement thereof. Declarant shall be entitled to assign, lease, license or otherwise transfer its rights with respect to the foregoing easements and the Condominium shall not be entitled to any portion of fees, compensation or other profits received by Declarant, its designees, assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes, equipment or other facilities placed

upon the roof and the facade of the Building and elsewhere on the Common Elements by Declarant, its designees, assignees, tenants, licensees or transferees and shall be the exclusive property of Declarant, its designees, assignees tenants, licensees or transferees and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto. Notwithstanding the foregoing, additional utilities or the relocation of existing utilities cannot be installed in a Commercial Unit without the consent of such Commercial Unit Owner.

16.12 Declarant and the Commercial Unit Owners have an easement over all portions of the Building to complete construction thereof and to otherwise comply with their obligations under the Plan, if any.

16.13 Any easements granted to Declarant, any Board, any Unit or any Unit Owner or other party under this Declaration and the By-Laws may be exercised by such Unit Owner's employees, agents, contractors, suppliers, utility providers, service providers, customers, guests, invitees, licensees, servants, subtenants, members, and visitors, members, tenants and/or tenant-shareholders, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by Declarant, the Unit Owner or Board, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes.

16.14 Any easements or rights of access granted hereunder will be exercised, to the extent practicable, in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes. Any Maintenance performed in accordance with the provisions of this Article 16 in or to any Commercial Unit will be performed outside normal business hours (i) if failure to do so would cause unreasonable interference with the use and occupancy of the applicable Commercial Unit, or (ii) if otherwise reasonably requested by a Commercial Unit Owner. Any additional costs and expenses incurred as a result of such work being done outside of normal business hours will be borne by the Unit Owner whose Unit was accessed. Except as otherwise expressly provided in this Declaration or in the By-Laws, entries to General Common Elements or Limited Common Elements which must be accessed through a Commercial Unit will be permitted on not less than three (3) business days' notice to the Commercial Unit Owner thereof and entries to General Common Elements or Limited Common Elements which must be accessed through a Residential Unit will be permitted on not less than one (1) business days' notice to the Residential Unit Owner thereof. Notwithstanding the foregoing, only such notice as may be practical under the circumstances will be necessary in the case of an Emergency, provided that thereafter the Boards will give notice to the affected Unit Owner as promptly as is practical under the circumstances.

ARTICLE 17

POWER OF ATTORNEY

17.1 Each Residential Unit Owner shall grant to the Condominium Board and the Residential Board an irrevocable power of attorney, coupled with an interest (annexed as Exhibit E to this Declaration or otherwise in such form and content as the Condominium Board and the

Residential Board shall determine) following due authorization (if required) from the Residential Unit Owners (a) to acquire or lease any Residential Unit, together with its Appurtenant Interests (as defined hereinafter), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired, or to sublease any Residential Unit so leased, without the necessity of further authorization by the Residential Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units, including retaining counsel and taking any other actions which the Condominium Board or Residential Board deems necessary or appropriate, (c) to execute, acknowledge and deliver any declaration or other instrument (i) as regards the Condominium Board, affecting the General Common Elements or the entire Property or (ii) as regards the Residential Board, affecting the entire Residential Section which the Condominium Board or the Residential Board, as the case may be, deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the Property or the Residential Section, respectively, or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Units or the Common Elements which the Condominium Board or the Residential Board, as the case may be, deems necessary or appropriate, (d) to perform, observe, comply with and take any action and/or execute, acknowledge and deliver any instrument which the Condominium Board deems necessary or appropriate in order to comply with the terms of the Lease and (e) to perform and observe the Condominium Covenants applicable to such Unit, including paying Proportionate Rent, applicable to such Unit Owner's Unit.

17.2 Each Commercial Unit Owner shall grant to the Commercial Board an irrevocable power of attorney, coupled with an interest (annexed as Exhibit E to this Declaration or otherwise in such form and content as the Condominium Board and the Commercial Board shall determine) following due authorization (if required) from the Commercial Unit Owners (a) to acquire or lease any Commercial Unit or portion thereof, together with its Appurtenant Commercial Interests (as hereinafter defined), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not to vote the interest appurtenant to) any Commercial Unit or portion thereof so acquired, or to sublease any Commercial Unit or portion thereof so leased, without the necessity of further authorization by the Commercial Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Commercial Units, including retaining counsel and taking any other actions which the Condominium Board or Commercial Board deems necessary or appropriate, (c) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the

Commercial Section which the Commercial Board deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the Commercial Section, (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Commercial Section or the Common Elements which the Commercial Board deems necessary or appropriate, or (iii) any easement permitting access between the Commercial Section and any property adjoining the Land, including the right to penetrate any General Common Elements located between the Commercial Section and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building, (d) to perform, observe, comply with and take any action and/or execute, acknowledge and deliver any instrument which the Condominium Board deems necessary or appropriate in order to comply with the terms of the Lease to perform and (e) to observe the Condominium Covenants applicable to such Unit, including paying Proportionate Rent, applicable to such Unit Owner's Unit.

17.3 Each Unit Owner shall grant to Declarant a power of attorney to amend the Condominium Declaration and to effectuate the rights granted to Declarant under the Declaration and By-Laws and the Plan including the power to execute the Required Documentation.

ARTICLE 18

ACQUISITION OF UNITS BY BOARDS

18.1 If (a) any Residential Unit Owner surrenders such Unit Owner's Unit, together with (i) the undivided interest in the Residential Common Elements and Residential Limited Common Elements and General Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Residential Section or the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, (b) the Residential Board, pursuant to Article 8 of the By-Laws, acquires or leases a Residential Unit or Commercial Unit, together with the Appurtenant Interests, or (c) the Residential Board purchases, at a foreclosure or other similar sale, a Residential Unit or a Commercial Unit, together with the Appurtenant Interests, then, in any such event, title to any such Residential Unit or Commercial Unit, together with the Appurtenant Interests, shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Residential Unit leased or subleased by the Residential Board or its designee shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interest in the Common Elements.

18.2 If (a) any Commercial Unit Owner surrenders such Unit Owner's Commercial Unit or any portion thereof, together with (i) the undivided interest in the Commercial Common Elements, Commercial Limited Common Elements and General Common Elements appurtenant thereto and (ii) the interest of such Unit Owner in any other Units theretofore acquired by the

Commercial Board or it designee, corporate or otherwise, on behalf of all Commercial Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Commercial Section or the Condominium (such interests in (i), (ii), and (iii) being hereinafter collectively called the "Appurtenant Commercial Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act, (b) the Commercial Board, pursuant to this Declaration and/or the By-Laws, acquires or leases all or a portion of any Commercial Unit, together with its Appurtenant Commercial Interest, or (c) the Commercial Board purchases, at a foreclosure or other similar sale, all or a portion of any Commercial Unit, together with its Appurtenant Commercial Interest, then, in any such event, title to all or any such portion of the Commercial Unit, together with its Appurtenant Commercial Interests, shall be held by the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering all or any portion of a Unit leased or subleased by the Commercial Board or its designee shall be held by the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners in proportion to their respective interests in the Common Elements.

18.3 The Residential Board shall have the authority to purchase, on behalf of all Residential Unit Owners, a Residential Unit to be used as the residence of the Resident Manager of the Building and, in such event, title to all or any such portion of the Residential Unit, together with its Appurtenant Residential Interests, shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Residential Common Elements.

ARTICLE 19

COVENANTS RUNNING WITH THE LAND

19.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such Unit Owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

19.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration 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. If any provision which 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 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.

19.3 Subject to Section 19.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land with every part thereof and interest therein under applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration 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.

ARTICLE 20

AMENDMENTS OF DECLARATION

20.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner (a) any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 66-2/3% (excluding the Common Interest attributable to the BPCA Unit) in number of Unit Owners entitled to vote and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws; (b) any provision of this Declaration benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be added to, amended, modified or deleted by vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to each Residential Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected and (c) any provision of this Declaration benefiting, protecting or otherwise affecting only the Commercial Units or the Commercial Unit Owners may be added to, amended, modified or deleted by the vote of at least 66-2/3% (excluding the Common Interest attributable to the BPCA Unit) in number of Unit Owners entitled to vote and in Common Interest of all Commercial Unit Owners taken in accordance with the provisions of the By-Laws, provided, however, that the

Common Interest appurtenant to any Commercial Units shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner, no amendment, modification, addition or deletion pursuant to the provisions of clauses (a) and (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives (as defined in the By-Laws), if any and no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives, if any. No such amendment, modification, addition or deletion shall be effective until recorded in the City Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner, any such amendment, modification, addition or deletion shall be executed by (1) the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact or (2) the Residential Board as attorney-in-fact for the Residential Unit Owners, coupled with an interest, which Residential Board is hereby authorized by such Residential Unit Owners so to act as their attorney-in-fact or (3) the Commercial Board as attorney-in-fact for the Commercial Unit Owners, coupled with an interest, which Commercial Board is hereby authorized by the Commercial Unit Owners so to act as their attorney-in-fact, as the case may be. Notwithstanding anything to the contrary set forth above, to the extent that a Commercial Unit Owner has the right under this Declaration or the By-Laws to amend the Declaration without the consent of any other Unit Owner or Board, then such Unit Owner is authorized to execute such amendment.

20.2 If the number of rooms in an Unsold Residential Unit is changed, or the use, size and/or number of Unsold Residential Units is changed (whether as a result of a subdivision or combination of Unsold Residential Units or alteration of boundary walls between Unsold Residential Units, or otherwise) and the appurtenant percentage interests of Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 10 hereof, then Declarant or its designee causing such changes shall have the right to execute, or (upon its request) to require any other Unit Owner or any Board to execute, and record in the City Register's Office and elsewhere, if required by Law, an amendment to this Declaration (together with such other documents as Declarant or its designee causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Residential Unit or in the use, size and/or number of Unsold Residential Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of any Board, the Unit Owners or the Residential Mortgage Representatives, if any. In addition, if any Residential Unit Owner other than Declarant or its designee causing such changes is given the right by the Residential Board to make the changes described in this Section 20.2 with respect to such Unit Owner's Residential Unit or Residential Units, all in accordance with Article 10 hereof, then such Residential Unit Owner shall have the right to require the Residential (or Condominium) Board to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration and other documents which are necessary or appropriate (in the reasonable judgment of the Residential (or Condominium) Board) to reflect

the changes made by the Residential Unit Owner, all without the approval of any Board, other Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.3 If (a) the number of rooms in any Commercial Unit or the size of any Commercial Unit is changed and the percentage interest in the Common Elements appurtenant to such Commercial Units belonging to the Owner causing such change is reapportioned among any newly created or expanded commercial condominium units resulting from any subdivision of the Commercial Units, any combining of the Commercial Units or of any units resulting from a subdivision, any alteration of the boundary walls between commercial condominium units, or otherwise, or (b) a Commercial Common Elements or Commercial Limited Common Elements is designated as part of a newly created or expanded commercial condominium unit or all or part of a Commercial Unit is designated as a newly created or expanded Commercial Common Elements or Commercial Limited Common Element, all in accordance with Article 11 hereof, then the Commercial Board (or the Commercial Unit Owners causing such changes) shall have the right to execute, or (upon request) to require any other Board or Unit Owner to execute, and record in the City Register's Office, and elsewhere, if required by Law, an amendment to this Declaration (together with such other documents as (the Commercial Unit Owners or) the Commercial Board deems appropriate to effectuate the same) reflecting (i) such change in the number of rooms in or size of any Commercial Unit, the subdivision of the Commercial Units into separate commercial condominium units, the combination of the Commercial Units or of any newly created or expanded commercial condominium units resulting from a subdivision, the alteration of boundary walls between commercial condominium units, or otherwise, and the reapportionment of the percentage interests in the Common Elements among such newly created or expanded commercial condominium units or (ii) such designation of a Commercial Common Element or Commercial Limited Common Element as part of a newly created or expanded commercial condominium unit or such designation of part of a Commercial Unit as a newly created or expanded Commercial Common Element or Commercial Limited Common Element, all without the approval of any Board, the Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.4 Notwithstanding anything to the contrary set forth above (i) no amendment, modification, addition or deletion of the Declaration shall be effective in any way, (a) without the prior written consent of the affected Commercial Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to modifying the permitted uses of any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner and (ii) without the prior written consent of Declarant 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 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 Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be. Amendments, modifications, additions or deletions of or to this Declaration, the By-Laws and the Rules and Regulations may be necessary,

appropriate or desirable in connection with the operation of the Commercial Units or with the subdivision, combination or alteration of the Commercial Units, or of any newly created or expanded commercial condominium units and/or the offering for sale or lease of all or any portion of the Commercial Units and in connection therewith the Commercial Board, (or, when permitted, the Commercial Unit Owners) will cause this Declaration, the By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted from and that the resulting provision thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Residential Section or the Residential Unit Owners, the Commercial Board shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion. Notwithstanding anything to the contrary set forth above, Declarant and the Commercial Unit Owners shall have the right to amend the Declaration, without the consent of any Board or any other Unit Owner, to effectuate the rights otherwise granted to Declarant and the Commercial Unit Owners under the terms of this Declaration and the By-Laws.

20.5 Notwithstanding anything to the contrary set forth above, to the extent that a Commercial Unit Owner has the right under this Declaration or the By-Laws to amend the Declaration without the consent of any other Unit Owner or Board, the Declaration and By-Laws may be amended to provide for the creation and operation of a separate section of the Condominium with its own rules of operation and its own board of managers (a "Resultant Board") elected by and representing the resultant subdivided units (the "Resultant Units") and any consents, approvals, determinations or actions required to be made by the Unit Owner so subdividing shall be made by the Resultant Board on behalf of the owners of the Resultant Units in accordance with the terms of this Declaration and the By-Laws, as so amended.

20.6 The provisions of Sections 20.1 and 20.2 and this Section 20.6 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee, and the provisions of Sections 20.1, 20.3, and 20.4 and this Section 20.6, may not be modified, amended, added to or deleted, in whole or in part, without the consent of the Commercial Board. Notwithstanding anything to the contrary set forth above, no amendment to the Declaration or the By-Laws can be made except in compliance with the terms of the Lease and this Declaration shall not be amended without the prior written consent of BPCA in any manner that does not conform to the Lease or is materially adverse to any rights, interests or obligations of the Landlord under the Lease, including, without limitation, any such amendment which would purport to (i) limit the obligations of the Condominium Board as Tenant under the Lease or the obligations of the Residential Board under the Lease; (ii) modify the obligations of Unit Owners to pay as a portion of Common Charges, the Rent due and owing under the Lease or change any payment or the priority thereof, required to be made to Landlord under the Lease or the manner in which the Condominium Board is obligated to make or maintain payments due to Landlord; (iii) change the number of Condominium Board members, the Board designating such member or the number of votes attributable to such members, or the rights of Landlord to obtain a collateral resignation from Board members and to replace such Board members; (iv) change the method of allocation of Common Charges; (v) permit any unit in the Condominium other than the Residential Units or the Commercial Unit; (vi) modify the rights of Landlord in or

to the Commercial Unit or the allocation of Common Charges thereto; or (vii) modify the rights of Landlord as regards a Unit Owner Default.

ARTICLE 21

TERMINATION OF CONDOMINIUM

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 more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent of BPCA, (b) without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives, if any, and (c) without the written consent of Declarant, until such time as Declarant and its designees have conveyed title to all Residential Units and Commercial Units, provided that in no event shall Declarant's consent be required more than five years after the First Closing. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted Residential Unit Mortgages), in the order of priority of such liens.

ARTICLE 22

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 24

CERTAIN REFERENCES

24.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25

SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by Law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or BPCA or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article 25.

ARTICLE 26

COVENANT OF FURTHER ASSURANCES

26.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.2 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within ten (10) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to perform, execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board which represents such Unit Owner, is hereby authorized as attorney-in-fact for such Unit Owner, or

other party, coupled with an interest, to perform, execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party.

26.3 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within ten (10) days after request therefor, to perform, execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to perform, execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

26.4 Notwithstanding anything to the contrary set forth herein, to the maximum extent permitted by law, Declarant specifically disclaims all implied warranties of fitness for a particular purpose, merchantability and habitability, and all other implied or express warranties of any kind or character except to the extent expressly provided in Sponsor's Limited Warranty to the Condominium Board that is set forth in the Plan. To the extent any such additional warranties are imposed by statute and cannot be disclaimed, such warranties shall apply. However, to the extent such warranties can be disclaimed by law, including implied or express warranties of any kind or character, the same are specifically disclaimed. Without limiting the generality of the foregoing, Declarant hereby disclaims any and all express or implied warranties as to design, construction, view, light quality, sound and/or odor transmission, furnishing and equipping of the Condominium, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium, to the extent applicable and to the extent that same have not expired by their terms. In no event will Declarant be liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise). Without limiting the generality of the foregoing, Declarant hereby disclaims any and all express or implied warranties as to design, construction, view, light quality, sound and/or odor transmission, furnishing and equipping of the Condominium, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium, to the extent applicable and to the extent that same have not expired by their terms. Declarant has not given and no Board has not relied on or bargained for any such warranties. In no event will Declarant be liable for incidental, indirect, punitive, consequential or other special damages (whether based on negligence, breach of contract, warranty, or otherwise).

ARTICLE 27

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee, or, with the consent of Declarant or its designee, any transferee of some or all of the then Unsold Residential Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Commercial Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors

or assigns of the Commercial Unit Owners. Subject to the foregoing, Declarant, its designee, and/or the Commercial Unit Owners, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 28

CONSENTS

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 29

LEASE AND BPCA REQUIREMENTS

Notwithstanding anything herein or in the by-laws to the contrary, no Common Charges shall be allocated, accessed or imposed upon the BPCA Unit and in the event any covenant or term of the Lease or the BPCA Requirements by their nature or effect create a requirement, obligation or limitation upon the Declarant, the Boards, the Unit Owners, or any lessee or sublessee of any of the foregoing, which is inconsistent with the requirements, limitations or obligations of this Declaration, the terms of the Lease and the BPCA Requirements shall prevail. The terms covenants and provisions of this Declaration (including the documents incorporated herein by reference or set forth in Article 30 hereof) are, and at all times shall remain, subject and subordinate to the terms, covenants, conditions and provisions of the Lease. No consent by BPCA to the terms and provisions of this Declaration, or any amendment thereto, shall be deemed a waiver or subordination of any provision of the Lease.

ARTICLE 30

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Unit Power of Attorney annexed hereto as Exhibit E; (vi) the Recognition Agreement annexed hereto as Exhibit F; (vii) the Collateral Resignation of Board Members annexed hereto as Exhibit G and (viii) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ___ day of _____, 200___.

DECLARANT:

BATTERY PLACE GREEN, LLC
By: Albanese Battery Place, LLC,
a Member

By: _____
Name: Russell Albanese
Title: Manager

(ACKNOWLEDGEMENT)

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in Battery Park City South, in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the intersection of the easterly line of Battery Place (85 feet wide) with the northerly line of Second Place (62 feet wide);

RUNNING THENCE northerly along the easterly line of Battery Place, due north a distance of 198.00 feet to a point formed by the easterly line of Battery Place and the southerly line of now or formerly Third Place;

THENCE along said southerly line of Third Place, due east a distance of 156.80 feet to a point formed by the intersection of the southerly line of Third Place and the westerly line of Little West Street;

THENCE along said westerly line of Little West Street the following three (3) courses and distances:

1) South 12 degrees 23 minutes 50 seconds east, a distance of 112.36 feet;

2) South 12 degrees 14 minutes 40 seconds east, a distance of 24.60 feet;

3) South 12 degrees 26 minutes 10 seconds east, a distance of 65.76 feet to a point, said point being formed by the intersection of said westerly line of Little West Street and the northerly line of Second Place (62 feet wide);

THENCE westerly along said northerly line of Second Place, due west a distance of 200.31 feet to the point or place of BEGINNING.

EXHIBIT "B" TO THE CONDOMINIUM DECLARATION

TO BE COMPLETED PRIOR TO RECORDATION OF CONDOMINIUM DECLARATION

THE VISIONAIRE							
Unit Designation	Tax Lot Number	Number of Bedrooms/ Bathrooms	Location (Building Facade)`	Square Footage	Residential Limited Common Element Square Footage	Common Elements to which Unit has Immediate Access	Percentage of Interest in the Common Elements
TOTAL							

436

SSL-DOCS1 1656162v15

EXHIBIT C

DEFINITIONS

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

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

"Applicable Person" refers to any natural person or persons serving on any Board in the Condominium or any partnership, limited liability company, corporation, or any other form of business or legal association or entity retained by any Board in the Condominium to perform services in the Building, including without limitation the Managing Agent and its agents and employees.

"Base Rent" shall have the meaning set forth in the Lease as same may be amended from time to time.

"Board" or "Boards" refers to any one of, or any combination of, the Residential Board, the Commercial Board or the Condominium Board, as the case may be.

"BPCA" shall mean Battery Park City Authority, d/b/a Hugh L. Carey Battery Park City Authority and its successors and assigns.

"BPCA Requirements" shall mean those requirements and obligations set forth in the Lease, the Master Lease, the Master Development Plan and the Design Guidelines, as same may be amended from time to time, and such other requirements of BPCA as may be imposed upon the Property pursuant to the terms of the Lease, the Master Lease, the Master Development Plan and the Design Guidelines.

"BPCA Unit" refers to the Commercial Unit being transferred under the terms of the Lease to Battery Park City Authority.

"Building" refers to the structure and improvements including above and below grade segments, known as 70 Little West Street, New York, New York 10280 in which the Units of the Condominium are located.

"By-Laws" refers to the By-Laws governing the operations of the Condominium, the form of which is set forth as Exhibit D of the Declaration, as same may be amended from time to time.

"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 leasehold condominium title to a Unit is conveyed to a Purchaser pursuant to a fully executed Agreement, by the delivery to

Purchaser of a Deed to the Unit upon payment by Purchaser of the balance of the purchase price and all other amounts payable by Purchaser under the Agreement.

"Commencement Date" refers to August 17, 2006.

"Commercial Board" refers to the board of managers representing the Commercial Unit Owners.

"Commercial Common Charges" refers to assessments payable to the Commercial Board by the Commercial Unit Owners (other than the Owner of the BPCA Unit) for the purpose of meeting (a) Commercial Common Expenses and (b) each Commercial Unit Owner's pro rata share of General Common Expenses, as more particularly defined in the Declaration.

"Commercial Common Elements" refers to those Common Elements, which serve or benefit exclusively the Commercial Units and/or the Commercial Unit Owners, as more particularly defined in the Declaration.

"Commercial Common Expenses" refers to the costs and expenses incurred or projected in connection with the Maintenance and operation of the Commercial Common Elements or the Commercial Limited Common Elements or in connection with any services or facilities exclusively benefiting the Commercial Section or the Commercial Unit Owners, as more particularly defined in the Declaration.

"Commercial Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Commercial Common Elements appertaining to each Commercial Unit (except the BPCA Unit) determined in accordance with the Declaration. The Commercial Common Interest is the basis of determining a Unit Owner's liability for a share of the Commercial Common Expenses.

"Commercial Limited Common Elements" refers to those Common Elements, which serve or benefit exclusively one or more but not all of the Commercial Units and/or the Commercial Unit Owners, as more particularly defined in the Declaration.

"Commercial Section" refers to all Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements, if any.

"Commercial Unit" refers to the individual Commercial Units located on the Cellar through Sixth Floor of the Building and designated as a Commercial Unit in the Declaration and Floor Plans, as same may be amended from time to time, and all such Commercial Units are collectively referred to as the "Commercial Units."

"Commercial Unit Owner" refers to any owner of a Commercial Unit and all such Owners are, collectively, referred to as "Commercial Unit Owners".

"Commercial Unit Owner Default" refers to a failure of any Commercial Unit Owner to pay the Proportionate Rent attributable to such Commercial Unit in accordance with the terms of the Lease, Declaration, By-Laws and Unit Deed.

"Common Charges" refers to the aggregate of General Common Charges and/or Residential Common Charges and/or Commercial Common Charges.

"Common Elements" refers to the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements, the Commercial Common Elements and the Commercial Limited Common Elements and excludes any item, component or part of the Property that is designated in the Declaration as part of a Unit. This definition does not apply to Sponsor's Limited Warranty and Construction Manager's Limited Warranty, each of which are set forth in the Plan, with respect to which, a separate and distinct definition is provided solely for purposes of each such Warranty.

"Common Expenses" refers to the General Common Expenses, the Commercial Common Expenses and the Residential Common Expenses.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the General Common Elements appertaining to each Unit determined in accordance with the Declaration.

"Condominium" refers to The Visionaire.

"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 9-B.

"Condominium Board" refers to the overall board of managers of the Condominium comprised of representatives of the Residential Board and of the Commercial Board.

"Condominium Covenants" refers to the terms, covenants and conditions that are required to be performed by Tenant under the Lease and the Condominium Documents. Condominium Covenants do not include the obligation of any Unit Owner after the First Closing, to pay Proportionate Rent as provided hereunder, or to complete the construction of the Building or of the Tenant's Civic Facilities or to perform any indemnification obligation in respect of construction obligations regarding the initial construction of the Building.

"Condominium Default" refers to the failure of any Board to perform or observe any of the Condominium Covenants which are the obligation of such Board to perform.

"Condominium Documents" refer to the Declaration, By-Laws, the Unit Deed and the Recognition Agreement as same may be amended from time to time.

"Declarant" refers to Battery Place Green, LLC, a New York limited liability company, and its successors and assigns.

"Declarant and/or its designee(s)," "Declarant or a designee of Declarant" or similar term refers to Declarant, any of the partners of Declarant, any affiliate of Declarant, any affiliate of any of the general or limited partners of Declarant, any officer or shareholder of a corporate partner of Declarant, or any partner of a partnership which is a partner of Declarant or any party designated in writing as a designee. As used in this paragraph, an affiliate shall be deemed to be a person or an entity who or which owns more than 50% of the legal and beneficial interest of

Declarant or of any partner, a person or an entity with respect to which either Declarant or any partner owns more than 50% of the legal and beneficial interest, or an entity as to which more than 50% of its legal and beneficial interest is owned by a person or an entity which owns more than 50% of the legal and beneficial interest of Declarant or of any partner.

"Declaration" refers to the instrument creating the Condominium, as the same may be amended from time to time.

"Default Costs" refers to any costs and expenses incurred by any Board or Landlord as the result of a Unit Owner default, including, without limitation, any tax obligations and any costs or expenses incurred in connection with any Legal Proceeding or incurred in a subsequent disposition of a Unit acquired by any Board or Landlord, or incurred otherwise in connection with the collection of Proportionate Rent (including, without limitation, reasonable attorneys' fees and disbursements) together with interest thereon at the involuntary rate. "Condominium Default Costs" mean Default Costs incurred by any Board. "Landlord Default Costs" mean Default Costs incurred by Landlord.

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

"Design Guidelines" refer to the Design Guidelines for the South Residential Neighborhood: Site 3 dated August 2004, and the Environmental Guidelines, as each may thereafter be amended, modified or supplemented in accordance with the provisions of the Lease.

"Emergency" refers to any situation where the person taking the action, in its reasonable judgment, concludes that a particular action is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unforeseen and unforeseeable suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or Property.

"Environmental Guidelines" refers to The Hugh L. Carey Battery Park City Authority Residential Environmental Guidelines dated August 2004, promulgated by BPCA, as the same may thereafter be amended, modified or supplemented in accordance with the provisions of the Lease.

"First Closing," or words of similar import, refers to the first date upon which leasehold condominium title to a 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 Department of The City of New York and filed with the City Register's Office.

"General Common Charges" refers to assessments payable to the Condominium Board by the Residential Board and the Commercial Board for the purpose of meeting General Common Expenses, as more particularly defined in the Declaration.

"General Common Elements" refers to the Land and all parts of the Building, including its foundations, roofs and supports, other than the Units, the Residential Common Elements, the

Residential Limited Common Elements, the Commercial Common Elements, and the Commercial Limited Common Elements as more particularly defined in the Declaration.

"General Common Expenses" refers to costs and expenses incurred or projected in connection with the Maintenance of the General Common Elements and the provision of services and facilities for all Unit Owners, as more particularly defined in the Declaration.

"Governmental Authority" or "Governmental Authorities" refers to the United States of America, the State of New York, New York City, BPCA and any agency, department, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, including any public or quasi-public authorities, now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

"Green Requirements" refers to the elevated standards for energy efficiency, air quality and sustainability in accordance with the Design Guidelines set forth in the Lease and the "Environmental Guidelines" dated August 2004, a copy of which is set forth as Exhibit 20 in Part II of the Plan, as each may thereafter be amended, modified or supplemented in accordance with the provisions of the Lease.

"Land" refers to the parcel of land described in Exhibit A to the Declaration.

"Landlord" refers to the landlord under the Lease which is BPCA as of the date of the Lease.

"Landlord's Condominium Costs" refers to all reasonable sums paid by Landlord and all reasonable costs and expenses incurred by Landlord, including without limitation, reasonable attorneys' fees and disbursements, in connection with its performance of any Condominium Covenant as well as any costs or expenses incurred in any replacement of a Board; including, without limitation, if a Board fails to provide insurance or to keep the same in force as required hereunder, the amount of the insurance premium or premiums not paid, the uninsured amount of any loss, damage and liability and the reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees and disbursements, suffered or incurred by reason of such failure to provide insurance; and interest on the above amounts from the respective dates of required payment to Landlord, in the case of amounts collected by such Board and payable to Landlord, or Landlord's making of each such payment or incurring of each such sum, cost, expense, loss or damage until the date of actual repayment to Landlord.

"Law or Laws" refers to laws and ordinances of any or all of the federal, state, city, county and borough governments and rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities, having jurisdiction over the Property, the Land, the Building, any Unit or any portion of any of the foregoing, any requirements or conditions of any licenses, permits, approvals or certificates issued by any of the foregoing, the direction of any public officer pursuant to law, and the requirements and conditions of any easement, covenant, restriction, condition or other encumbrance that is binding upon the Property or the applicable portion thereof, each as may be amended from time to time.

"Lease" refers to the Agreement of Lease entered into between Sponsor and BPCA for the lease of the Property and all amendments, modifications and supplements thereto.

"Legal Proceeding" refers to any suit to recover a money judgment for unpaid Common Charges (including Proportionate Rent), including without limitation, any foreclosure of a lien provided under the Condominium Act; it being understood that Legal Proceedings may be maintained without foreclosing or waiving such lien.

"Limited Common Elements" refers to those portions of the Land and the Building, designated for the use of one or more but not all Units, as more particularly defined in the Declaration.

"Maintain" or "Maintenance" refers to the maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, improvement, decorating, painting, installation, alteration, addition, reconstruction, construction, demolition, restoration and replacement as and when necessary or desirable of any portion of the Building.

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

"Master Development Plan" refers to the 1979 Master Plan for BPCA, prepared by Alexander Cooper Associates, dated October, 1979, as amended by the Second Amendment to Restated Amended Lease dated June 15, 1983 and recorded on June 20, 1983 in the Office of the City Register, New York County, in Reel 696 at Page 432, as the same may be thereafter be amended, modified or supplemented in accordance with the provisions of the Lease.

"Master Lease" refers to that certain Restated Amended Agreement of Lease, made as of June 10, 1980, between BPC Development Corporation, as landlord, and BPCA, as tenant, a Memorandum of which was recorded on June 11, 1980 in the Office of the City Register, New York County in Reel 527 at page 163, as amended by First Amendment to Restated Amended Lease dated as of June 15, 1983 and recorded on June 20, 1983 in said Register's Office in Reel 696 at page 424, Second Amendment to Restated Amended Lease dated June 15, 1983 and recorded on June 20, 1983 in said Register's Office in Reel 696 at page 432, Third Amendment to Restated Amended Lease dated as of August 15, 1986 and recorded on October 22, 1986 in said Register's Office in Reel 1133 at page 569, and Fourth Lease Amendment to Restated Amended Lease dated as of May 25, 1990 and recorded on May 30, 1990 in said Register's Office in Reel 1697 at page 302, as the same may be hereafter amended, modified or supplemented in accordance with the provisions of the Lease.

"Minimum PILOT" refers to the applicable amount set forth in the Lease for each of the first twenty-five (25) Tax Years beginning after the Commencement Date.

"Non-Residential Percentage Rent" refers to the Percentage Rent (as defined in the Lease) payable with respect to the Garage Unit, the Storage Unit and the Retail Units by the (i) Declarant as long as Declarant is the owner thereof or (ii) the Condominium Board if the Condominium Board becomes the owner of the Garage Unit, Storage Unit or a Retail Unit.

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

"Permitted Unit Mortgage" refers to a mortgage permitted to be placed upon a Unit or Units in accordance with the terms of the By-Laws.

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

"PILOT" refers to the annual sum (each such sum being hereinafter referred to as a "Payment in Lieu of Taxes" or "PILOT") payable in accordance with the Lease, for each Tax Year or portion thereof occurring during the term of the Lease, equal to the greater of: (i) actual Taxes for such Tax Year or (ii) the Minimum PILOT applicable to such Tax Year, in each case, payable in equal semi-annual installments during such Tax Year, in advance on the first day of each January and July.

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

"Plans and Specifications" refers to the plans for the construction of the Property which (to the extent required by Law) are filed with, and approved by, the New York City Department of Buildings and other municipal agencies or authorities having jurisdiction, and any specifications prepared in connection therewith, as same may be amended from time to time.

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

"Proportionate Common Interest" with respect to any Unit (other than the BPCA Unit) refers to the quotient of (i) the Common Interest attributable to such Unit, divided by (ii) the aggregate Common Interest of all Units excluding the Common Interest of the BPCA Unit.

"Proportionate Rent" with respect to any Unit refers to the sum of (i) the Base Rent multiplied by the Proportionate Common Interest of such Unit, (ii) such Unit's Proportionate Common Interest multiplied by the Civic Facilities Payment payable with respect to the Property, (iii) the PILOT under the Lease attributable to or assessed against such Unit, (iv) Landlord Default Costs attributable to or assessed against such Unit Owner and (v) Landlord's Condominium Cost to the extent required to be included in Proportionate Rent pursuant to the Lease.

"Recognition Agreement" refers to the agreement, as same may be amended from time to time, required by BPCA, to be entered into between BPCA, the Condominium Board, the Unit Owner and the holder of any mortgage secured by a Unit, to acknowledge that the lien of such mortgage is subordinate to the lien of the Condominium Board for Common Charges to the extent such Common Charges consist of Proportionate Rent and to acknowledge that the lien of a mortgage that is not a first mortgage lien is subordinate to the full amount of Common Charges.

"Rent" shall mean the total rent due under the Lease, including the Base Rent, PILOT, Non-Residential Percentage Rent, Civic Facilities Payments (as defined in the Lease) and Impositions (as defined in the Lease) and other sums due under the Lease

"Residential Board" refers to the board of managers representing the Residential Unit Owners.

"Residential Common Charges" refers to assessments payable to the Residential Board by Residential Unit Owners for the purpose of meeting (a) Residential Common Expenses and (b) each Residential Unit Owner's pro rata share of the General Common Expenses, as more particularly defined in the Declaration.

"Residential Common Elements" refers to those Common Elements, which serve or benefit exclusively the Residential Units and/or the Residential Unit Owners, as more particularly defined in the Declaration.

"Residential Common Expenses" refers to the costs and expenses incurred or projected in connection with the operation and Maintenance of the Residential Common Elements or the Residential Limited Common Elements or in connection with any services or facilities exclusively benefiting the Residential Section or the Residential Unit Owners as more particularly defined in the Declaration.

"Residential Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Residential Common Elements appertaining to each Residential Unit determined in accordance with the Declaration. The Residential Common Interest is the basis of determining a Unit Owner's liability for a share of the Residential Common Expenses.

"Residential Limited Common Elements" refers to those Common Elements, which serve or benefit exclusively one or more but not all the Residential Units and/or the Residential Unit Owners including, but not limited to the Terraces appurtenant to certain Residential Units, as more particularly defined in the Declaration.

"Residential Rules and Regulations" refers to the rules and regulations, as same may be amended from time to time, made by the Residential Board in accordance with applicable provisions of the By-Laws and attached thereto as Schedule A.

"Residential Section" refers to the Residential Units, 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 Floor Plans, as same may be amended from time to time, and all such Residential Units are collectively referred to as the "Residential Units." This definition does not apply to Sponsor's Limited Warranty set forth in the Plan, with respect to which, a separate and distinct definition is provided solely for purposes of such Warranty.

"Rules and Regulations" refers to the rules and regulations of the Condominium, as same may be amended from time to time, made in accordance with the By-Laws and attached thereto as Schedule A.

"Security Fund" refers to the fund established in accordance with the terms of the Lease to be applied in the event of a default in the payment of Proportionate Rent and to cure defaults in Condominium Covenants, as described in the Section of the Plan entitled "Summary of the Lease" under the Subsection entitled "Security Fund."

"Selling Agent" refers to The Marketing Directors, Inc, or any successor selling agent at the time in question.

"Settlement Agreement" refers to that certain Settlement Agreement, dated as of June 6, 1980, between New York City and the Urban Development Corporation, as supplemented by Letter, dated June 9, 1980, from Richard A. Kahan to Edward I. Koch, and amended by Amendment to Settlement Agreement dated as of August 15, 1986, by Agreement for Certain Payments and by Infrastructure Agreement and Consent, each dated as of June 28, 1989, by Agreement and Consent dated as of December 30, 1989, by Amendment and Agreement and Consent Pursuant to Settlement Agreement dated as of May 18, 1990, by Amendment and Agreement and Consent Pursuant to Settlement Agreement and Consent dated as of October 15, 1993, by Second Infrastructure Agreement and Consent dated as of October 25, 1993, by Amendment and Agreement and Consent Pursuant to Settlement Agreement dated as of April 10, 1995, by 1996 Agreement and Consent Pursuant to Settlement Agreement dated as of October 1, 1996, by 1998 Agreement and Consent Pursuant to Settlement Agreement dated as of May 1, 1998, by Third Infrastructure Agreement and Consent made as of January 11, 2000, by 2001 Agreement and Consent Pursuant to Settlement Agreement dated of December 27, 2001, by Site 22 Agreement and Consent made as of May 3, 2002, by 2003 Agreement, by Consent Pursuant to Settlement Agreement dated as of September 9, 2003 and by 2006 Agreement and Consent to Settlement Agreement, dated as of July 31, 2006, as the same may be thereafter amended, modified or supplemented in accordance with the provisions of the Lease.

"Sponsor" refers to Battery Place Green, LLC, a New York 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 Control Period" refers to the period during which members of the Residential Board and/or the Condominium Board elected or designated by Sponsor, constitute a majority of the members of said Boards.

"Storage Bin" refers to the metal mesh storage bins located in the Cellar which will be made available for the exclusive use of the Residential Unit Owners pursuant to Storage Bin Licenses and which constitute Residential Common Elements.

"Storage Bin License" refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Bin.

"Taxes" refers to the real property taxes assessed and levied against the Property or any part thereof pursuant to the provisions of Title 11, Chapter 2 of the Administrative Code of The City of New York, as the same may now or hereafter be amended, or any statute or ordinance in lieu thereof in whole or in part, and which either are payable or would otherwise be payable if

the Property or any part thereof were not exempt therefrom by reason of the ownership thereof by Landlord, excluding, however, such taxes that are attributable to the BPCA Unit if and only if the BPCA Unit comprises one or more separate tax lots. Notwithstanding the foregoing, subject to any governmental approvals that may be required, and subject to the payment of Minimum PILOT as required under the Lease, each Unit Owner shall be entitled to enjoy any exemption from or abatement of real property taxes that would otherwise be available pursuant to any law if the Property or the owner thereof were not exempt therefrom, other than any such exemption or abatement granted in connection with the construction of a new building.

"Tax Year" refers to each tax fiscal year of New York City.

"Tenant" refers to Sponsor until the First Closing and to the Condominium Board from and after the First Closing.

"Terrace(s)" refers to terraces and/or balconies and/or roof gardens and/or deck houses appurtenant to certain Residential Units.

"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, terrorism, war, act of the public enemy, riot, sabotage, blockade, embargo, 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 or any cause similar to any of the causes hereinabove stated; 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 either a Residential Unit or the Commercial Unit as more particularly designated in the Declaration and the Floor Plans and all such Units are collectively referred to as "Units." This definition does not apply to Sponsor's Limited Warranty and Construction Manager's Limited Warranty, each of which are set forth in the Plan, with respect to which, a separate and distinct definition is provided solely for purposes of each such Warranty.

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

"Unsold Commercial Unit" refers to any Commercial Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by (i) Sponsor, (ii) any party designated by Sponsor as a "sponsor" under the Plan, (iii) any party designated by Sponsor as the owner of an Unsold Commercial Unit, (iv) the holder of a Permitted Unit Mortgage given by a Sponsor or (v) the designee of a holder of such a Permitted Unit Mortgage.

"Unsold Residential Unit" refers to any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by (i) Sponsor, (ii) any party designated by Sponsor as a "sponsor" under the Plan, (iii) any party

designated by Sponsor as the owner of an Unsold Residential Unit, (iv) the holder of a Permitted Unit Mortgage given by a Sponsor or (v) the designee of a holder of such a Permitted Unit Mortgage.

"Unsold Unit" refers to any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee; a Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of the principals of any of them, is a member; or a Unit that is acquired, individually or collectively, by either the holder of a Permitted Unit Mortgage given by Sponsor or the designee of a holder of such a Permitted Unit Mortgage.

EXHIBIT "7"

CONDOMINIUM BY-LAWS

EXHIBIT D

BY-LAWS

OF

THE VISIONAIRE
70 LITTLE WEST STREET
NEW YORK, NEW YORK 10280

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BY-LAWS

ARTICLE 1

GENERAL

1.1 **Purpose.** The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of The Visionaire (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 35,352 square feet of land (the "Land") which forms a part of Block 16 of Section _____ the Tax Map of the Borough of Manhattan, City, County and State of New York, the building and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein including, but not limited to, "Declarant or its designee" and "Declarant or a designee of Declarant," which are not separately defined herein, shall have the meanings given to those terms in the Declaration or in Exhibit C thereto.

1.2 **Applicability of By-Laws.** These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

1.3 **Principal Office of Condominium.** The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE 2

BOARDS OF MANAGERS

2.1 **Number, Term and Qualification.**

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"), the affairs of the Residential Section shall be governed by a residential

board of managers (the "Residential Board") and the affairs of the Commercial Section shall be governed by a commercial board of managers (the "Commercial Board"). From and after the first annual meetings of Residential Unit Owners and Commercial Unit Owners as provided in Section 3.1, the Residential Board shall consist of five (5) persons elected by the Residential Unit Owners, subject to Declarant's rights under Section 3.9.3 and the Commercial Board shall consist of three (3) persons. Thereafter, the Condominium Board shall consist of five (5) persons: the four (4) members of the Residential Board and one (1) member of the Commercial Board subject to Section 2.4. The Condominium Board, the Commercial Board, and the Residential Board, are herein sometimes referred to collectively as the "Boards" and individually as a "Board." Notwithstanding anything to the contrary set forth above, no Residential Unit Owner may be elected to serve on the Residential Board or Condominium Board if any Board has perfected a lien against such Residential Unit Owner's Unit which lien has not been satisfied at the time of the election.

2.1.2 Each member of the Residential Board and of the Commercial Board except for the first Boards as provided in Section 2.4 and except as otherwise provided herein, shall be elected at the separate annual meetings of Residential Unit Owners and Commercial Unit Owners, respectively, and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members elected or designated by Declarant or its designee (a) all members of the Residential Board shall be either Residential Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies fiduciaries or any other entities which own Residential Units, Permitted Unit Mortgagees, or family members of any of the foregoing, and (b) all members of the Commercial Board shall be either a Commercial Unit Owner or officers, directors, shareholders, members, managers, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries or any other entities which may own a Commercial Unit or a managing agent for such Commercial Unit Owner or an employee thereof, Permitted Unit Mortgagees of the Commercial Units, lessees of the Commercial Units or portions thereof, or family members of any of the foregoing. Other than Board members elected or designated by Declarant or its designee, no Board member shall continue to serve after such member ceases to be qualified as set forth above. Prior to becoming a Board member, the individual so designated or elected must execute a collateral resignation, in the form annexed hereto as Exhibit "G" or other form satisfactory to BPCA to be delivered to BPCA and exercised by BPCA in accordance with the terms of the Lease and Section 2.5.3 of these By-Laws.

2.2 **Powers and Duties.**

2.2.1 The Boards shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by Law, the Declaration or these By-Laws or the Lease, may not be delegated to the Boards by the Unit Owners). Any obligations of the Tenant under the Lease shall be the obligation of the Condominium Board to perform and the Condominium Board shall have all of the powers and authorities necessary to act in accordance with the Lease. Except as otherwise

provided in the Declaration, these By-Laws or the Lease, all determinations, however, which (a) affect only the Residential Section and do not adversely affect the Commercial Section or the use of the Commercial Section for its permitted purposes, shall be made by the Residential Board or (b) affect only the Commercial Section and do not adversely affect the Residential Section or the use of Residential Units for their permitted purposes, shall be made by the Commercial Board. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Section and adversely affect the Commercial Section, or (ii) relate to the Commercial Section and adversely affect the Residential Section, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board. Any dispute between the Residential Board and the Commercial Board with respect to whether the Residential Board or the Commercial Board shall be entitled to make any determination which involve compliance under the Lease shall be resolved by the Condominium Board; all other such disputes shall be settled by Arbitration (as hereinafter defined); provided, however, that no such dispute with respect to whether the determination of one adversely affects the other shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the other party within ten (10) business days of receipt by it of notice of such determination. In addition, except as to matters involving compliance under the Lease, any dispute between the Residential Board and the Commercial Board with respect to whether any matter is entitled to be determined by the Condominium Board shall be settled by Arbitration, which Arbitration shall be determined on the basis of what is in the best interests of the Condominium. As used herein the term "Arbitration" means arbitration conducted in accordance with the provisions of Article 12 and the term "adversely affect" shall include the uses prohibited by Section 6.16.

2.2.2 Subject to the provisions of Subsection 2.2.1 and without limiting the generality thereof, the Boards shall each have all powers and duties expressly set forth elsewhere in the Declaration and the By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate each Board's obligations under the Declaration and By-Laws.

2.2.2.1 The Condominium Board shall have the authority to make determinations with respect to the following matters:

2.2.2.1(a) Operating, caring and Maintaining repairing and replacing the General Common Elements, including contracts for utilities, services and supplies.

2.2.2.1(b) Complying with the obligations of the Tenant under the Lease and with respect to the BPCA Requirements.

2.2.2.1(c) Determining the amount of General Common Charges (as hereinafter defined).

2.2.2.1(d) Employing and dismissing personnel in connection with the Maintenance and operation of the General Common Elements.

2.2.2.1(e) Adopting and amending the Rules and Regulations, as they affect the General Common Elements.

2.2.2.1(f) Making additions and improvements to, or alterations of, the General Common Elements.

2.2.2.1(g) Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.1(h) Enforcing obligations of Unit Owners, the Commercial Board and the Residential Board.

2.2.2.1(i) Levying fines against Unit Owners, the Commercial Board or the Residential Board for violations of the General Rules and Regulations (any such fines shall constitute General Common Charges payable by the Unit Owner or Board against which they are levied).

2.2.2.1(j) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.1(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves both the Residential Section and the Commercial Section or the General Common Elements, as set forth in 6.2. of these By-Laws.

2.2.2.1(l) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the General Common Elements; provided, however, that (i) the consent of at least 66-2/3% (excluding the Common Interest attributable to the BPCA Unit) of those Unit Owners entitled to vote in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $150,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

2.2.2.1(m) Bringing actions on behalf of the Unit Owners, as their interests may appear, with respect to any cause of action relating to the General Common Elements, as the Condominium Board deems advisable.

2.2.2.1(n) Organizing corporations or limited liability companies to act as designees of the Condominium Board with respect to such matters as such Board may determine.

2.2.2.1(o) Executing, acknowledging and delivering of (i) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition or construction, alteration, repair or restoration of the Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate.

2.2.2.1(p) Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.2.1(q) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Section 6.2.

2.2.2.1(r) Leasing or purchasing an apartment for use as the residence of the building superintendent, either in the Building or elsewhere (in compliance with applicable Law) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment.

2.2.2.1(s) Leasing or licensing the General Common Elements.

2.2.2.1(t) Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.1(u) Otherwise performing all of the acts to be performed by the Condominium Board in accordance with the terms of the Plan.

2.2.2.2 The Residential Board shall have the authority to make determinations with respect to the following matters:

2.2.2.2(a) Operating, caring, Maintaining, repairing and replacing the Residential Section, including leases, licenses, and contracts for utilities, services and supplies.

2.2.2.2(b) Complying with the obligations under the Lease and with respect to the BPCA Requirements.

2.2.2.2(c) Determining the amount of Residential Common Charges (as hereinafter defined), subject to the determination of the Condominium Board with respect to General Common Charges.

2.2.2.2(d) Collecting of Residential Common Charges from Residential Unit Owners.

2.2.2.2(e) Employing and dismissing personnel in connection with the maintenance and operation of the Residential Section.

2.2.2.2(f) Adopting and amending the Rules and Regulations as they affect the Residential Section.

2.2.2.2(g) Subject to Section 8.2, purchasing, leasing and otherwise acquiring in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners, Residential Units and/or Storage Bins offered for sale or lease or surrendered by their owners to the Residential Board.

2.2.2.2(h) Purchasing Residential Units at foreclosure or other similar sales, in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners.

2.2.2.2(i) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Residential Units and Storage Bins acquired by, and subleasing Residential Units and Storage Bins leased by, the Residential Board or its designee, on behalf of all Residential Unit Owners.

2.2.2.2(j) Making additions and improvements to, or alterations of, the Residential Common Elements and the Residential Limited Common Elements.

2.2.2.2(k) Making repairs to and restorations of the Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.2(l) Enforcing obligations of Residential Unit Owners and the Boards.

2.2.2.2(m) Levying fines against Residential Unit Owners for violations of the Rules and Regulations affecting the Residential Section (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owner against whom they are levied).

2.2.2.2(n) Maintaining bank accounts on behalf of the Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.2(o) Borrowing money on behalf of the Residential Section when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Residential Section or otherwise in connection with any permitted action or activity of the Residential Board; provided, however, that (i) except as provided in 8.6, the consent of at least 66-2/3% (excluding the Common Interest attributable to the BPCA Unit) in Common Interest of all Residential Unit Owners shall be required for any borrowings in excess of the aggregate amount of $150,000 (including the pro rata share of the Residential Section with respect to any borrowing made by the Condominium Board pursuant to 2.2.2.1(1)) in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit, and (iii) the Commercial Unit Owners will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Residential Board pursuant to the authority contained in this subparagraph 2.2.2.2(o) is not repaid by said Board, a Residential Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit. Notwithstanding anything to the contrary set forth herein, the consent of Unit Owners is not required in connection with the financing of the Resident Manager's Unit.

2.2.2.2(p) Bringing actions on behalf of the Residential Unit Owners, as their interests may appear, with respect to any cause of action relating to the Residential Section, as the Residential Board deems advisable.

2.2.2.2(q) Organizing corporations or limited liability companies to act as designees of the Residential Board with respect to such matters as such Board may determine, including, without limitation, in connection with the acquisition of title to or the leasing or subleasing of Residential Units by the Residential Board on behalf of Residential Unit Owners.

2.2.2.2(r) Executing, acknowledging and delivering (i) any declaration or other instrument affecting only the Residential Section which the Residential Board deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, alteration, repair, restoration or construction of the Residential Section, or (ii) any consent,

covenant, restriction, easement or declaration affecting only the Residential Section which the Residential Board deems necessary or appropriate.

2.2.2.2(s) Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced PILOT assessments with respect to Residential Units 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 Residential Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

2.2.2.2(t) Operating, Maintaining and supervising of all Residential Common Elements and Residential Limited Common Elements.

2.2.2.2(u) Purchasing or leasing, in the name of the Residential Board, space for the storage of personal property of Residential Unit Owners, and in connection therewith the promulgation of conditions, rules and regulations for the operation and supervision thereof.

2.2.2.2(v) Imposing of move in procedures, fees and charges, and transfer fees in connection with the sale or lease of a Residential Unit, provided that no such procedures, fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant.

2.2.2.2(w) Leasing or purchasing an apartment for use as the residence of the building superintendent, either in the Building or elsewhere (in compliance with applicable Law) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment, including, without limitation, entering into a mortgage to finance the acquisition of same.

2.2.2.2(x) Leasing or licensing the Residential Common Elements.

2.2.2.2(y) Reviewing and approving alterations, additions, improvements, renovations and repairs by Residential Unit Owners to their respective Units and the Common Elements and establishing rules and procedures with respect to such alterations, additions, improvements, renovations and repairs.

2.2.2.2(z) Otherwise performing all of the acts to be performed by the Residential Board in accordance with the terms of the Plan.

2.2.2.3 The Commercial Board shall be entitled to make determinations with respect to the following matters:

2.2.2.3(a) Operating, caring, maintaining, repairing and replacing the Commercial Section, including leases, licenses and contracts for utilities, services and supplies.

2.2.2.3(b) Complying with the obligations under the Lease and with respect to the BPCA Requirements.

2.2.2.3(c) Determining the amount of Commercial Common Charges, subject to the determination of the Condominium Board with respect to General Common Charges.

2.2.2.3(d) Collecting Commercial Common Charges from Commercial Unit Owners.

2.2.2.3(e) Employing and dismissing personnel in connection with the maintenance and operation of the Commercial Section.

2.2.2.3(f) Adopting and amending the Rules and Regulations as they affect the Commercial Section.

2.2.2.3(g) Selling, leasing, mortgaging and otherwise dealing with all or any portion of the Commercial Section. This 2.2.2.3(g) is not intended, except to the extent provided elsewhere to the contrary, to interfere with the ability of Commercial Unit Owners to sell, lease, mortgage, subdivide or combine portions of their individual Units.

2.2.2.3(h) Making additions and improvements to or alterations of the Commercial Common Elements or the Commercial Limited Common Elements.

2.2.2.3(i) Making repairs to and restorations of the Commercial Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.3(j) Enforcing obligations of the Commercial Unit Owners and the Boards.

2.2.2.3(k) Opening and maintaining bank accounts with respect to the Commercial Section and designating the signatories required therefor.

2.2.2.3(l) Borrowing money on behalf of the Commercial Section when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of the Commercial Section or otherwise in connection with any permitted action or activity of the Commercial Board; provided, however, that (i) the consent of at least 66-2/3% of those Commercial Unit Owners entitled to vote in Common Interest of all Commercial Unit Owners shall be required for any borrowings in excess of the aggregate amount of $75,000 (including the pro rata share of the Commercial Section with respect to any borrowing made by the Condominium Board pursuant to 2.2.2.1(l)), in any one fiscal year (regardless of

the balance of any loans outstanding from previous years), (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit, and (iii) the Residential Unit Owners will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Commercial Board pursuant to the authority contained in this subparagraph 2.2.2.3(l) is not repaid by said Board, a Commercial Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all Commercial Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Commercial Unit Owner's Unit.

2.2.2.3(m) Bringing actions on behalf of the Commercial Unit Owners, as their interests may appear, with respect to any cause of action relating to the Commercial Section, as the Commercial Board deems advisable.

2.2.2.3(n) Organizing corporations or limited liability companies to act as designees of the Commercial Section with respect to such matters as the Commercial Board may determine.

2.2.2.3(o) Executing, acknowledging and delivering (i) any declaration or other instrument affecting only the Commercial Section which the Commercial Board deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition, construction, alteration, repair or restoration of the Commercial Section, (ii) any consent, covenant, restriction, easement or declaration affecting only the Commercial Section which the Commercial Board deems necessary or appropriate, or (iii) any easement permitting access between the Commercial Section and any property adjoining the Land, including the right to penetrate any General Common Elements located between the Commercial Section and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building.

2.2.2.3(p) Purchasing, leasing and otherwise acquiring in the name of the Commercial Board or its designee, on behalf of all Commercial Unit Owners, the Commercial Units or portions thereof offered for sale or lease or surrendered by their owners to the Commercial Board.

2.2.2.3(q) Purchasing the Commercial Units or portions thereof at foreclosure or other similar sales, in the name of the Commercial Board or its designee, on behalf of all Commercial Unit Owners.

2.2.2.3(r) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) the Commercial

Units or portions thereof acquired by, and subleasing the Commercial Units or portions thereof leased by, the Commercial Board or its designee, on behalf of all Commercial Unit Owners.

2.2.2.3(s) Operating, Maintaining and supervising of all Commercial Common Elements and the Commercial Limited Common Elements.

2.2.2.3(t) Leasing or purchasing an apartment for use as the residence of the building superintendent, either in the Building or elsewhere (in compliance with applicable Law) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment.

2.2.2.3(u) Reviewing and approving alterations, additions, improvements, renovations and repairs by Commercial Unit Owners to their respective Units and the Common Elements and establishing rules and procedures with respect to such alterations, additions, improvements, renovations and repairs.

2.2.2.3(v) Licensing or leasing the Commercial Common Elements.

2.2.2.3(w) Otherwise performing all of the acts to be performed by the Commercial Board in accordance with the terms of the Plan.

2.2.3 Any act with respect to a matter determinable by any Board and deemed necessary or desirable by such Board in connection therewith shall be done or performed by such Board or shall be done on its behalf and at its direction by the agents, employees or designees of such Board.

2.2.4 For convenience of operation of the Condominium and to extent permitted under the Lease, any Board may designate another Board to act as its agent with respect to any matters the determination of which is entitled to be made by such designating party and in connection with such designation may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may require or request.

2.2.5 Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration by the Residential Board may, if required, be taken by the Residential Board in the name of the Condominium Board which shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that the party desiring to take such action shall, subject to the provisions of Section 2.15, indemnify and hold harmless the other party.

2.2.6 Notwithstanding anything to the contrary contained in these By-Laws, (a) no action which is taken or omitted to be taken by or on behalf of the Condominium Board or Residential Board or Residential Unit Owners shall be deemed to adversely affect in any way the Commercial Units or the use of the Commercial Units for its permitted purposes and thus shall not require the consent or approval of the Commercial Board pursuant to 2.2.1 unless the use of any portion of the Residential Section would result in or involve a violation of the provisions of

6.16, (b) no action which is taken or omitted to be taken by or on behalf of the Commercial Unit Owners shall be deemed to adversely affect in any way the Residential Section or the use of Residential Units for their permitted purposes and thus shall not require the consent or approval of the Residential Board pursuant to 2.2.1 unless the use of any portion of the Commercial Unit would result in or involve a violation of the provisions of 6.16, and (c) no penetration of the General Common Elements located between any Commercial Unit and any property adjoining the Land to effectuate the provisions of any easement granted by the Commercial Unit Owners under 2.2.2.3(o) shall be deemed to adversely affect in any way the Residential Section or the use of Residential Units for their permitted purposes and thus shall not require the consent or approval of the Residential Board or the Residential Unit Owners unless such penetration would materially weaken the structural soundness of the Building.

2.2.7 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or its designee shall continue to own at least one Unsold Residential Unit but in no event later than five years from the First Closing of a sale made under an Offering Plan, neither the Condominium Board nor the Residential Board may, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the General Common Elements, the Residential Common Elements or to the Residential Limited Common Elements or to any Residential Unit; (ii) increase or decrease the number, or change the kind of employees initially hired for the Residential Section of the Condominium; (iii) enter into any service or maintenance contract for work not covered in the initial projected budget for the Condominium or Residential Section or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (iv) borrow money on behalf of the Condominium or on behalf of the Residential Section; (v) 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; or (vi) exercise a right of first refusal to lease or purchase a Residential Unit; provided that Declarant's written consent is not necessary to perform any function or take any action described in items (i) through (vi) 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 or Residential Board to comply with Laws, rules or regulations of any Governmental Authority having jurisdiction over the Condominium or the requirements under the Lease.

2.3 **Managing Agents and Managers.** With respect to matters the determinations concerning which the Condominium Board is entitled to make, the Condominium Board may employ a managing agent and/or a manager at a compensation established by the Condominium Board to perform such duties and services as the Condominium Board shall authorize. The Condominium Board may delegate to such managing agent or manager other powers granted to the Condominium Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (e), (g), (h), (1), (m), (n) and (o); 2.2.2.2(b), (e), (o), (p), (q) and (r); 2.2.2.3(b), (e), (f), (l), (m) and (n). Subject to the limitations set forth in this Section 2.3, the Condominium Board and the Residential Board may by mutual agreement employ one managing agent and/or manager to jointly act on their respective behalves and the costs of which shall be a General Common Expense, provided, however, that notwithstanding anything to the contrary contained herein, any decision with respect to whether or not to so employ one managing agent or manager shall not be the subject of Arbitration.

2.4 **First Board.** The Condominium Board shall initially consist of three (3) persons, two (2) of whom will comprise the initial Residential Board and one of whom will comprise the initial Commercial Board. The foregoing members shall be deemed to have been "elected" as members of the Condominium Board for the purposes of these By-Laws. Within one (1) year after the date of the First Closing the Condominium Board will call for the first annual meetings of Residential Unit Owners and Commercial Unit Owners for the purpose of electing new Boards in accordance with the provisions of 3.1 of these By-Laws and subject to the rights of Declarant to designate certain members of the Residential Board as more particularly described in Section 3.9.3 of these By-Laws. The terms of each such member of the Residential Board and the Commercial Board shall expire annually.

2.5 **Resignation and Removal.**

2.5.1 Any Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Condominium Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Subject to the provisions of Subsection 3.9.3, any Residential Board or Commercial Board member may be removed, with or without cause, by a majority vote of Residential Unit Owners or Commercial Unit Owners, as the case may be, present in person or by proxy at a regular or special meeting of Residential Unit Owners or Commercial Unit Owners at which a quorum is present. Any Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Board members designated by Declarant or its designee may only be removed by members other than Declarant or its designees with cause and such members shall be replaced as described in Section 2.6. In addition, any member of the Condominium Board who is designated as such by Declarant or its designee, may be removed by such designating party at any time, with or without cause, and the party making such removal shall have the right to designate the replacement for such member.

2.5.2 Notwithstanding anything herein to the contrary, the Condominium Board shall be liable to BPCA for any failure of the Condominium Board to comply with the Condominium Covenants; provided, however, that no member of any Board shall have any personal liability as the result of a default by the Condominium Board in the performance of any such Condominium Covenant.

2.5.3 As a condition to any member serving on a Board, such member shall sign and deliver to BPCA a collateral resignation authorizing BPCA to remove the members of any Board failing to remedy a Condominium Default. In the event of a failure of a Board to remedy a Condominium Default, BPCA may exercise its right under the collateral resignation and remove one or more members of such Board. In furtherance thereof, BPCA will be permitted, but not obligated, to designate new members to replace the members of any Board removed as aforesaid and to perform or cause compliance with the Condominium Covenant that gave rise to such Condominium Default. Any members appointed by BPCA shall have the right to resign at any time, and, at BPCA's election, shall have terms of at least twelve (12) months from the curing of the Condominium Default which caused the removal of the original Board members.

2.6 **Vacancies.** Subject to the provisions of Section 3.9.3, any vacancy on a Board for whatever reason shall be filled by the members of a Board then in office, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Board until the next annual meeting of the Unit Owners when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these By-Laws, in the case of a vacancy on a Board, created by the resignation, removal or any other cause which results in any Board member designated by Declarant or its designee, ceasing to be a member of any such Board, Declarant or its designee, as the case may be, shall have the sole right to designate a replacement for such member.

2.7 **Organizational Meetings of the Boards.** The first meeting of the Residential Board following each annual meeting of the Residential Unit Owners shall be held immediately following such annual meeting.

2.8 **Regular Meetings of Boards.** Regular meetings of the Residential Board and Commercial Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof provided that in the case of the Residential Board, at least four such meetings shall be held during each fiscal year. Written notice of regular meetings shall be given to each member thereof, by personal delivery, mail, facsimile or e-mail, at least five business days prior to the day named for such meeting. Written notice of regular meetings of the Commercial Board shall also be given to the owner of the BPCA Unit, by personal delivery, mail, facsimile or e-mail, at least five business days prior to the day named for such meeting, and the owner of the BPCA Unit shall have the right to attend and to be heard at all such meetings.

2.9 **Special Meetings of Boards.** Special meetings of each of the Residential Board and Commercial Board may be called by the respective President or Vice President of the Residential Board or Commercial Board by giving five (5) business days prior written notice to each member of such Board by personal delivery, mail, facsimile or e-mail, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. Special meetings of each of the Residential Board and the Commercial Board shall be called in like manner and on like notice on the written request of at least two (2) members of the Residential Board or one member of the Commercial Board, respectively. Written notice of Special meetings of the Commercial Board shall also be given to the owner of the BPCA Unit, by personal delivery, mail, facsimile or e-mail, at least five business days prior to the day named for such meeting, and the owner of the BPCA Unit shall have the right to attend and to be heard at all such Special meetings.

2.10 **Meetings of Condominium Board.** Condominium Board shall be held unless otherwise required by applicable law in which event such required meetings shall be held at such time and place in the Borough of Manhattan as shall be determined by the Condominium Board, provided that written notice thereof be given to Board members by personal delivery, mail, facsimile or e-mail at least five (5) business days prior to the day named for such meeting. Special meetings of the Condominium Board may be called by the President of the Condominium Board by giving five (5) business days' prior written notice to each member of the Condominium Board by

personal delivery, mail, facsimile or email, which notice shall state the time, place (which shall be in the Borough of Manhattan) and purpose of the meeting.

2.11 **Resolutions of Boards.** The Residential Board and the Commercial Board shall each cause to be promptly delivered to the other copies of all resolutions adopted by it except to the extent (a) of matters privileged under applicable Law, (b) relating to the terms of the sale, leasing or subleasing of any Unit or portion of any Unit, other than the nature of the use thereof, and (c) relating to matters not related to the Property.

2.12 **Waiver of Notice.** Any Board member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of a Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of a Board, no notice shall be required and any business may be transacted at such meeting.

2.13 **Determinations by Board; Quorums.**

2.13.1 Except as otherwise set forth in 2.13.4, all determinations by any Board shall be made at a meeting of such Board at which a quorum thereof is present. At any Commercial, Condominium, or Residential Board meeting, a quorum shall be comprised of a majority of the members and the votes of the members of such Board shall constitute the decision of such Board. Each Board member shall have one vote.

2.13.2 When the Residential Board and the Commercial Board, with each acting in accordance with the provisions of this Article 2, have made the same determination as to any matter which is required or permitted to be determined by the Condominium Board, such determination shall constitute the determination of the Condominium Board. No meeting of the Condominium Board as such shall be necessary for any determinations made. However, in the event any meeting of any Board, a majority of the members of the such Board shall constitute a quorum for the transaction of business and a majority of the votes cast at any meeting at which a quorum is present shall constitute the decision of such Board.

2.13.3 If at any Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.13.4 Members of any Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of any Board may be taken without a meeting if all members of such Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of such Board.

2.14 **Compensation.** No member of the any Board shall receive any compensation for acting as such.

2.15 **Liability of Boards and Unit Owners.**

2.15.1 To the extent permitted by applicable law and as set forth in Section 2.5.2 of these By-Laws, no member of any Board shall have any personal liability with respect to any contract, act or omission of any Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Commercial Section, or the Residential Section (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Subject to the provisions of the Lease, every contract made by any Board or by any managing agent or manager thereof shall state or be deemed to state that it is made by such Board, managing agent or manager only as agent for all Unit Owners, Residential Unit Owners, or Commercial Unit Owners, as the case may be, that such Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium or the Residential or Commercial Section, as the case may be, shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, Residential Unit Owners, or Commercial Unit Owners, as the case may be, and, unless expressly stated to the contrary in such contract (as determined by the relevant Board in its sole and absolute discretion), to the extent permitted by applicable Law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Board on whose behalf the contract or agreement is made. No Contract made by the Condominium Board or the Commercial Board will be entered into on behalf of the BPCA Unit. Board members shall have no liability to Unit Owners except that a Board member shall be liable for such member's own bad faith or willful misconduct. All Unit Owners (other than the owner of the BPCA Unit) shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member and each Residential or Commercial Board member, as the case may be, against any liability or claim except those arising out of such member's own bad faith or willful misconduct. Any Board may contract or effect any transaction with any Board member, any Unit Owner, Declarant, Declarant's designee or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.15.2 No Board or any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, such Board or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such Board or any member thereof; or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any General or Limited Common Element.

2.16 **Fidelity Bonds.** Each Board shall obtain or ensure maintenance of fidelity bonds or insurance, in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds

or insurance shall constitute General Common Expenses, Commercial Common Expenses, or Residential Common Expenses, as the case may be.

2.17 **Committees.** Each Board may, subject to such limitations and exceptions as such Board may prescribe, appoint an Executive Committee and such other committees as such Board may deem appropriate, each to consist of as many members as such Board shall deem appropriate for the purpose of making such reports and studies as each such Board deems appropriate. Any Executive Committee of the Condominium Board shall be required to consist of at least one member of the Residential Board and one member of the Commercial Board. For so long as Declarant is entitled to designate members to the Condominium Board, any committee appointed by any such Board shall have as at least one of its members a member appointed by Declarant.

2.18 **Principal Offices of Boards.** The principal offices of the Boards shall each be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by such Boards.

2.19 **Status of Boards.** In addition to the status conferred upon each of the Boards under or pursuant to the provisions of the Condominium Act, each of the Boards shall, to the extent permitted by applicable Law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of any of the Boards pursuant to the provisions of 2.20, the provisions of this Section 2.19 shall no longer be applicable to such Board.

2.20 **Incorporation of Boards.** To the extent and in the manner provided in the Condominium Act, each of the Boards may by action of such Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that the Condominium Board so incorporates, it shall have, to the extent permitted by applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon such Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.21 **Boards as Agents of Unit Owners.** In exercising their respective powers and performing their respective duties under the Declaration and these By-Laws, each Board shall act in good faith as, and shall be, the agent of the Unit Owners such Board represents, subject to and in accordance with the provisions of the Declaration and these By-Laws.

ARTICLE 3

UNIT OWNERS

3.1 **Annual Meetings.** The first annual meeting of Commercial Unit Owners shall be called on or no more than one (1) year after the First Closing. Such meeting shall be held not

less than ten (10) days nor more than forty (40) days after such date. At such meeting, the incumbent Commercial Board shall resign and the Garage Unit Owner, the Storage Unit Owner and the Retail Unit Owners shall elect or designate the Commercial Board's three (3) members. The BPCA Unit Owner will have no right to designate a representative to the Commercial Board. However, the BPCA Unit Owner shall be provided notice with notice of the Commercial Board meetings and will be afforded an opportunity to speak at such meetings. The Commercial Board shall not adopt any procedures which affect the rights expressly granted to the BPCA Unit Owner in the Lease or this Plan. Thereafter, annual meetings of Commercial Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting. At each such annual meeting, the incumbent Commercial Board members shall resign and new Board members shall be elected or designated in accordance with Section 2.1 and as otherwise provided in these By-Laws. Within ten (10) days following each annual meeting, the Commercial Board shall elect or designate in accordance with Section 2.1 and these By-Laws one (1) representative to the Condominium Board. On or no more than one (1) year after the First Closing, the Residential Board will also call the first annual meeting of the Residential Unit Owners. Such meetings shall be held not less than ten (10) days nor more than forty (40) days after such date. At such meeting, the incumbent Residential Board shall resign and the Residential Unit Owners shall elect (in accordance with the provisions of Section 2.1 and as otherwise provided in these By-Laws, including the rights of Declarant to designate certain members to the Residential Board pursuant to Section 3.9.3 of these By-Laws) a Residential Board consisting of five (5) members. Thereafter, annual meetings of Residential Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting. At such meetings, the incumbent Board members shall resign and the members of the Residential Board shall be elected and there shall also be transacted such other business as may properly come before such meetings. Four of the members of the Residential Board shall also serve as members of the Condominium Board. No joint annual meeting of Residential Unit Owners and the Commercial Unit Owners shall be required to be held unless otherwise required by Law, in which event each such joint annual meeting shall be held on the date above specified for the annual meeting of Residential Unit Owners.

3.2 **Place of Meetings.** Meetings of all or any Unit Owners, Residential Unit Owners or Commercial Unit Owners, as the case may be, shall be held at the principal office of the Condominium or the Residential or Commercial Section, respectively, or, at such other suitable and convenient place in the Borough of Manhattan, as may be designated by the appropriate Board.

3.3 **Special Meetings.** The President of the Residential or Commercial Board shall call a special meeting of respective Unit Owners, if so directed by resolution of the respective Board or upon a petition signed and presented to the Secretary of the respective Section by not less than twenty-five percent (25%) in Common Interest of Unit Owners in such Section. The President and the Vice President of the Condominium shall call a special joint meeting of all Unit Owners if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary of the Condominium by not less than twenty-five percent (25%) in Common Interest of Residential Unit Owners or 66-2/3% in Common Interest of Commercial Unit Owners (excluding the Common Interest attributable to the BPCA Unit).

3.4 **Notice of Meetings and Actions Taken.** Notice of each annual or special meeting shall be given by the appropriate Secretary to all Unit Owners of record entitled to vote thereat and the BPCA Unit Owner in case of a Commercial Unit Owners meeting, as of the date of said notice. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, regular mail, recognized overnight courier or telegram, at least ten (10) but no more than thirty (30) business days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the appropriate Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 **Adjournment of Meetings.** If any joint or separate meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting.

3.6 **Order of Business.** The order of business at all joint or separate meetings of Unit Owners shall be as follows:

(a) Call to order;
(b) Roll call;
(c) Proof of notice of meeting;
(d) Reading of minutes of preceding meeting;
(e) Reports of officers;
(f) Reports of members of the Board;
(g) Reports of committees;
(h) Election of inspectors of election (when so required);
(i) Election of members of the Board (when so required);
(j) Unfinished business;
(k) New business; and
(l) Adjournment.

3.7 **Title to Units.** Title to Units may be taken by any individual, corporation, partnership, association, limited liability company, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 **Voting.**

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of

Residential Unit Owners or Commercial Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the appropriate Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months except a designation of a Recognized Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. No Board or its designee shall be entitled to vote the interest appurtenant to any Unit owned by such Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit.

3.8.3 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Residential Unit Owners, as a group, or the Commercial Unit Owners as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners.

3.8.4 Notwithstanding anything to the contrary set forth above, Unit Owners may vote to amend the Declaration and these By-Laws pursuant to Article 20 of the Declaration and Article 13 of these By-Laws, without a meeting, provided that such Unit Owners receive no less than thirty (30) days notification of such proposed amendment from the Condominium Board, the Residential Board or the Commercial Board as the case may be, together with a copy of the text of such proposed amendment and a proxy with respect to such vote.

3.9 **Election of Board Members; Rights of Declarant.**

3.9.1 All elections of Board members shall be determined by plurality vote.

3.9.2 When voting for members of the Residential or Commercial Board, respectively, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Section 3.8.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Residential Unit Owners, Declarant shall have the right to vote all of the Common Interests attributable to Unsold Units owned by it until Declarant has closed title to all of the Unsold Units owned by it. Declarant shall hold a majority of seats on the Residential Board and the

Condominium Board until the later to occur of (i) five (5) years from the date of the First Closing or (ii) that date upon which the votes cast at any election of Residential Board members constitute less than a majority of the votes cast for Declarant's nominees at such meeting (the "Initial Control Period"). Any vacancy created by removal of a Board member designated by Declarant, or by any other cause which results in a Board member designated by Declarant ceasing to be a member of the Board, shall be filled by a person designated by Declarant. In addition, (a) for so long as Declarant owns less than 50% of the Residential Units but more than 15% of the Unsold Residential Units Declarant shall have the right to designate at least two members of the Residential Board and (b) for so long as Declarant owns at least two of the Unsold Residential Units Declarant shall have the right to designate at least one member of the Residential Board who shall also sit on the Condominium Board. For so long as Declarant owns at least two of the Unsold Residential Units the number of members of the Residential Board may not be increased without the consent of Declarant. Within ten (10) days after the Initial Control Period, one of the Declarant designated members of the Residential Board shall resign and in such event a Residential Unit Owner meeting will be held to elect a new board member unrelated to the Declarant within thirty (30) days after the expiration of the Initial Control Period.

3.9.4 Nothing contained herein shall be deemed to limit the right of Declarant to cast its votes for individuals nominated to the Residential Board who are not nominated or designated by Declarant, which individuals, if elected, shall not be deemed Declarant nominees or designees and shall not be deemed to cause Declarant to control either the Condominium Board or the Residential Board.

3.9.5 Notwithstanding any other provision of this Section 3.9 or any other provisions of these By-Laws to the contrary, any person elected or designated to serve on any Board, prior to assuming membership on such Board, shall execute a collateral resignation in favor of BPCA, which resignation may be exercised by BPCA in the event that the Board upon which such member serves fails to cure any Condominium Default in accordance with the terms of the Lease.

3.9.6 Until Declarant has conveyed title to all Residential Units, but in no event later than five (5) years after the First Closing, the Condominium Board or the Residential Board may not take any of the following actions without Declarant's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any General Common Charges, or Residential 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 is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or the Residential Section, or (f) exercise a right of first refusal to lease or purchase a Residential Unit; provided, however, that Declarant'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 or

the Residential Board to comply with Laws of any governmental authority having jurisdiction over the Condominium.

3.10 **Majority of Unit Owners.** Except as may otherwise be provided by Law, as used in these By-Laws, the terms "Majority of Residential Unit Owners," "Majority of Commercial Unit Owners" and "Majority of Unit Owners" means either those Residential Unit Owners, Commercial Unit Owners, or Unit Owners, as the case may be, having more than fifty percent (50%) of the total authorized votes cast (in person or by proxy) at any meeting at which a quorum is present of either Residential Unit Owners, Commercial Unit Owners, or all Unit Owners, as the case may be, determined in accordance with the provisions of 3.8, who are present in person or by proxy at any meeting at which quorum is present.

3.11 **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of (a) Residential Unit Owners owning more than thirty percent (30%) of the Common Interests attributable to all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners, (b) Commercial Unit Owners (with the exception of the owner of the BPCA Unit) owning more than fifty percent (50%) of the Common Interests attributable to all Commercial Unit Owners shall constitute a quorum at all meetings of Commercial Unit Owners, and (c) Unit Owners owning more than fifty percent (50%) of the Common Interests attributable to all Units (with the exception of the owner of the BPCA Unit) shall constitute a quorum at all joint meetings of Unit Owners, except that the Commercial Board shall have the absolute right to require an adjournment of such joint meetings for not longer than thirty (30) days unless an Emergency exists.

3.12 **Majority Vote.** Except where otherwise provided by Law, the Declaration or these By-Laws, (a) at all separate meetings of Residential Unit Owners, the affirmative vote of a Majority of Residential Unit Owners shall be binding upon all Residential Unit Owners for all purposes, (b) at all separate meetings of Commercial Unit Owners, the affirmative vote of a Majority of Commercial Unit Owners (except the BPCA Unit Owner) shall be binding upon all Commercial Unit Owners for all purposes, and (c) at all joint meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

3.13 **Determination of Unit Owners.** When the Residential Unit Owners and Commercial Unit Owners, with each acting separately in accordance with the provisions of this Article 3, have made the same determination as to any matter which is required or permitted to be determined by all Unit Owners, such determination shall constitute the determination of all Unit Owners. No joint meeting of Residential Unit Owners and the Commercial Unit Owners shall be necessary for any such determination to be made by all Unit Owners. Notwithstanding anything to the contrary set forth herein as to any matter as to which the Residential Unit Owners or Commercial Unit Owners are permitted or required to act at any meeting of such Unit Owners, such action may be taken without a meeting if the requisite number of such Unit Owners, in number and Common Interest, consent in writing (by proxy or otherwise) to such action and the writing or writings are filed with the minutes of such Board.

ARTICLE 4

OFFICERS

4.1 **Designation.** The principal officers of the Condominium shall be (a) for the Residential Board, a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the members of the Residential Board, (b) for the Commercial Board, a President, Vice-President, Secretary and Treasurer thereof, all of whom shall be elected by the members of the Commercial Board, and (c) for the entire Condominium, (i) a President thereof, who shall be the same person serving as President of the Residential Section, (ii) a Vice President and Treasurer thereof, who shall be the same person serving as President of the Commercial Section, and (iii) a Secretary thereof, who shall be the same person serving as Secretary of the Residential Board. The Condominium Board, Commercial Board and the Residential Board may each appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. Any officer or director of the Residential Section may also be an officer or director of the Commercial Section and any officer or director of the Commercial Section may also be an officer or director of the Residential Section. None of the officers of the Residential Board, the Commercial Board or the Condominium Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Residential Board after the first annual meeting of Residential Unit Owners. Thereafter, the President and Vice President of the Residential Board must be members of the Residential Board.

4.2 **Election of Officers.** The officers of the Residential Board and the Commercial Board shall be elected annually by the members of the Residential Board and the Commercial Board, respectively, at the organizational meetings thereof, except that the initial officers of the Residential Board and the Commercial Board shall be elected, respectively, by the initial Residential Board members and the initial Commercial Board members and shall hold office at the pleasure of such Boards and until their successors are elected.

4.3 **Resignation and Removal of Officers.** Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board which elected such officer. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Board electing him, any officer may be removed, either 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.

4.4 **Presidents.** The President of the Condominium Board shall be the chief executive officer of the Condominium and shall preside at all joint meetings of Unit Owners and at all meetings of the Condominium Board. The President of the Residential Board shall be the chief executive officer thereof and shall preside at all meetings of the Residential Board and Residential Unit Owners. The President of the Commercial Board shall be the chief executive officer thereof and shall preside at all meetings of the Commercial Board and the Commercial Unit Owners. Each of said Presidents shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint

committees from among Unit Owners or Residential Unit Owners or Commercial Unit Owners from time to time as the President decides is appropriate to assist in the conduct of the affairs of the entire Condominium or of the Residential or Commercial Section, as the case may be.

4.5 **Vice Presidents.** Each of the Vice Presidents shall take the place of the President under whom such Vice President serves and perform the duties of the President whenever such President shall be absent or unable to act. If both the President and the Vice President of the Residential Board, the Commercial Board, or the Condominium Board are unable to act, the Board under whom such President and Vice President serves shall appoint some member of such Board to act in the place of such President and Vice President on an interim basis. Each Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President under whom such Vice President serves.

4.6 **Secretaries.** The Secretary of the Condominium shall keep the minutes of all joint meetings of Unit Owners and of the Condominium Board. The Secretary of the Residential Section shall keep the minutes of the meetings of the Residential Board and Residential Unit Owners. The Secretary of the Commercial Section shall keep the minutes of the meetings of the Commercial Board and the Commercial Unit Owners. Each of the Secretaries shall have charge of such books and papers as the Board under which such Secretary serves shall direct and shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 **Treasurers.** Each of the Treasurers shall have the care and custody of the funds and securities of the Condominium, the Commercial or the Residential Section, as the case may be, 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. Each of the Treasurers shall be responsible for the deposit of all funds and other securities in the name of the Board for which such Treasurer serves (or in the name of the managing agent appointed by such Board) in such depositories as may from time to time be designated by such Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 **Execution of Documents.** Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium or of the Residential or Commercial Section shall be executed by any officer thereof or by such other person or persons as may be designated by the applicable Board. However, any Board can, by resolution, determine that an expenditure in excess of a specified amount by said Board must be countersigned by two (2) members of said Board.

4.9 **Compensation of Officers.** Except as otherwise provided by the Board for which such officer serves, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 **Notices.** All notices required or desired to be given hereunder to any Board shall be personally delivered or sent by registered or certified mail to the office of such Boards or to such other address as such Board may designate from time to time, by notice in writing to the other Board and to all Unit Owners and to all Recognized Mortgagees, as the case may be, and if there is a managing agent of such Board, a duplicate shall be sent in like manner to such managing agent. All notices to any Residential Unit Owner or Commercial Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail to the Property address of such Residential Unit Owner or Commercial Unit Owner or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Condominium Board and the Commercial or Residential Board. All notices to Recognized Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Condominium Board, Commercial Board and the Residential Board. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 **Waiver of Service of Notice.** Whenever notice is required to be given by Law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1 **Determination of Common Expenses and Fixing of Common Charges.**

6.1.1 Except as otherwise provided herein all costs and expenses attributable to the Maintenance, repair, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements ("General Common Expenses") shall be determined by the Condominium Board as set forth below, and shall be borne by the Unit Owners. General Common Expenses shall include that portion of the Rent which constitutes Non-Residential Percentage Rent which will be payable solely by the Sponsor or the Condominium Board until such time as Sponsor or the Condominium Board no longer owns the Commercial Units in accordance with the terms of the Lease, all other items provided for in the Declaration or these By-Laws to be General Common Expenses. General Common Expenses shall also include such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Condominium Board shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to the Residential Unit Owners and the Commercial Unit Owners charges (the General Common Charges"), pro rata in accordance with the aggregate respective Common Interests of the Residential Unit Owners and Commercial Unit Owners (except as otherwise provided in the

Declaration or these By-Laws or to the extent a different method of allocation is described in Schedule B, Projected Budget for First Year of Condominium Operation), as set forth in the Plan to meet General Common Expenses. General Common Charges shall also be deemed to include any special assessment imposed by the Condominium Board on Unit Owners. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General 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 applicable provisions of the Law. Notwithstanding anything to the contrary set forth above and in accordance with Section 339-m of the Real Property Law, the Condominium Board may not modify its method of allocations and assessments or increase the number of building employees servicing the Commercial Units or categories of services, utilities or supplies provided to the Commercial Units in such a manner as would increase the Common Charges otherwise payable by the Commercial Unit Owners, without the consent of the Commercial Unit Owners.

6.1.2 Except as otherwise provided herein, all costs and expenses in connection with the repair, Maintenance, replacement, restoration and operation of and any alteration, addition or improvement to, Residential Common Elements or the Residential Limited Common Elements ("Residential Common Expenses") shall be determined exclusively by the Residential Board and shall be borne solely by the Residential Unit Owners in proportion to their respective Common Interests. Notwithstanding anything to the contrary in this Section 6.1.2, if a Residential Common Element or Residential Limited Common Element benefits only certain Residential Unit Owners, then the 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 Common Element or 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 Residential Common Element or Residential Limited Common Element at their sole cost and expense. Residential Common Expenses shall include, without limitation, such amounts as the Residential Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Common Elements or the Residential Limited Common Elements and the rental or purchase of an apartment to be used as the residence of the Building superintendent and all costs and expenses associated therewith. Residential Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Residential Common Expenses. The Residential Board shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Residential Common Charges") to meet (a) Residential Common Expenses and (b) the Residential Unit Owners' pro rata share of General Common Charges. Residential Common Charges shall also be deemed to include any special assessment imposed by the Residential Board on Residential Unit Owners. From time to time the Residential Board may increase or decrease the amount of Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Residential Common Expenses for

such fiscal year or any portion thereof. During the Condominium's initial two fiscal years but not thereafter, the Residential Board's authority shall include the right to base the amount of Residential Common Charges on actual costs and expenditures and/or to make retroactive adjustments to the amount of Residential Common Charges payable by Residential Unit Owners for any period to reflect actual operating costs for such period. In addition to basing charges on Common Interests, the Residential Board may also make allocations and assessments of 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 applicable provisions of Law. The Residential Board shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each annual budget to all Residential Unit Owners and Permitted Unit Mortgagees thereof. 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 by an amount in excess of $100,000, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners (except the BPCA Unit) by the Condominium Board in proportion to each Unit's percentage of Common Interest. Rebates, if any, attributable to Units purchased from Declarant during the first year of condominium operation will be distributed by the Condominium Board to Declarant and the Residential Unit Owner(s) in proportion to the amount of time Declarant and each Residential Unit Owner owned such Unit.

6.1.3 Except as otherwise provided herein, all costs and expenses in connection with the Maintenance and operation of, Commercial Common Elements or Commercial Limited Common Elements or in connection with any services or facilities exclusively benefiting the Commercial Section or the Commercial Unit Owners ("Commercial Common Expenses") shall be determined by the Commercial Board and shall be borne solely by the Commercial Unit Owners. Notwithstanding anything to the contrary in this Section 6.1.3, if a Commercial Common Element or Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial 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 Commercial Unit Owners who benefit from the Commercial Common Element or Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation and Maintenance, including but not limited to the cost of staff necessary for such operation and Maintenance, of any such Commercial Common Element or Commercial Limited Common Element at their sole cost and expense. Commercial Common Expenses shall also include such amounts as the Commercial Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Commercial Common Elements, and such amounts, determined by the Commercial Board as may be required for the purchase, lease or sublease by the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, of any portion of a Commercial Unit whose owner has elected to sell, lease, transfer or convey such portion of the Unit or which is to be sold at a foreclosure or other sale. Commercial Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Commercial Common Expenses. The Commercial Board shall from time to

time and at least annually prepare a budget to meet Commercial Common Expenses and shall allocate and assess to the Commercial Unit Owners (except the BPCA Unit Owner), pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Commercial Common Charges") to meet (a) Commercial Common Expenses, and (b) the Commercial Unit Owners' pro rata share of General Common Charges. Such budgets shall include such amounts for reserves as the Commercial Board deems appropriate. In addition to basing charges on Common Interests, the Commercial Board may also make allocations and assessments of Commercial Common Expenses in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law. The Commercial Board shall advise all Commercial Unit Owners promptly in writing of the amount of Commercial Common Charges payable by each of them and shall furnish copies of each budget on which such Commercial Common Charges are based to all Commercial Unit Owners at least five (5) days prior to the adoption thereof and provide a copy to Permitted Unit Mortgagees upon request therefor.

6.1.4 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Unit Owners, or forming a part of or included in any Residential or Commercial Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by (i) the Residential Board if a Residential Common Element is involved, as agent for and on behalf of the Residential Unit Owners or (ii) the Commercial Board if a Commercial Common Element is involved, as agent for an on behalf of the Commercial Unit Owners. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.5 Common Expenses shall include PILOT on the Property. Until the Units are separately assessed each Unit Owner (except for the BPCA Unit) shall pay as a part of Common Charges a percentage of the PILOT due from the Residential Section or Commercial Section allocated as follows (i) the PILOT for the Residential Unit Owners will be determined by multiplying the PILOT by 97.56% and thereafter allocating to each Residential Unit its proportionate share based upon its Residential Common Interest and (ii) the remaining 2.44% of PILOT will be allocated among Commercial Unit Owners in the same proportions as set forth in Part I of the Plan. Notwithstanding the foregoing, if the Minimum PILOT exceeds the actual Taxes which would otherwise be levied against the Property, the difference between the Minimum PILOT and aggregate Taxes will be paid by all Unit Owners (other than the BPCA) based upon the same allocations set forth in Section 6.1.5. After the Units are separately assessed each Unit Owner will pay PILOT as determined by the Governmental Authorities.

6.1.6 Subject to the provisions of Section 6.4 of these By-Laws, each Unit Owner's obligation to pay its allocable share of Rent is an obligation for the benefit of both the Condominium Board and BPCA under the Lease and the Rent shall be held by the Condominium

Board in trust for BPCA under the Lease. Unless otherwise agreed by BPCA, the first funds received as Common Charges or otherwise from a Unit Owner shall be applied to the Rent due from such Unit Owner in accordance with the terms of the Lease. Such payments shall, at the request of Landlord, be held segregated from other amounts payable to the Condominium Board and held in trust for the benefit of Landlord. The Condominium Board shall assess, as Common Charges, any Rent payable under the Lease which has been due and owing for thirty (30) days in the Lease, unless the payment thereof is provided for from other sources.

6.1.7 Notwithstanding anything to the contrary herein, no part of the net earning of the Condominium may inure (other than by acquiring, constructing, or providing management, Maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.2 **Insurance.**

6.2.1 The Condominium Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building (other than the Units and all fixtures, furniture, furnishings or other personal property contained in such Units), together with all service machinery contained therein and covering the interests of the Condominium, each of the Boards and all Unit Owners and their Recognized Residential Unit Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings and, at the election of the Condominium Board in its sole and absolute discretion, terrorism insurance), said policies shall contain a New York standard mortgagee clause in favor of each Recognized Residential Unit Mortgagee which shall provide that the loss, if any, thereunder shall be payable to the Depository, subject however, to the loss payment provisions hereinafter set forth, including without limitation, the requirements of Section 6.2.2; (b) rent insurance in an amount equal to 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, flood, subsidence, earthquake and to the extent obtainable from the United States government or any agency thereof at commercially reasonable rates, acts of terrorism and war risks; (g) elevator liability and collision insurance; (h) fidelity insurance covering all Boards and all officers, directors, managing agents and employees of the Condominium, the Residential Section, and the Commercial Section; (i) directors and officers liability insurance; and (j) such other insurance as the Condominium Board may determine or as required under the Lease. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a General Common Expense and shall be borne by the Residential Unit Owners and the Commercial Unit Owners in such proportions between them, 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 other such parties designated by the Condominium Board). If any such insurance carrier, agent, broker or other party fails to make such determination and the Residential Board and the Commercial Board fail to agree on a determination or if either disagrees with any such determination made by such insurance carrier, agent, broker or other party or if there is any other dispute under this Subsection 6.2.1, the matter shall be determined by Arbitration.

6.2.2 Adjustment of loss shall be made by the Condominium Board in accordance with the terms of the Lease. Insurance proceeds with respect to any loss shall be payable to the Board entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000, shall be payable to the Depository (as hereinafter defined) pursuant to the provisions of Section 12.5.

6.2.3 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 (10) days' prior written notice to all of the insureds, including all Unit Owners and Recognized Residential Unit Mortgagees.

6.2.4 The Condominium Board shall also be required to obtain and maintain, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as such Board may from time to time determine, covering (i) each Board, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium and Residential and Commercial Section, (ii) the Commercial Unit Owners, all officers, directors and employees thereof, and its managing agent or agents and each Residential Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Limited Common Elements, if any, appurtenant to such Unit Owner's Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Condominium Board may provide for such deductible amounts as such Board determines.

6.2.6 The Condominium Board is not required to obtain or maintain any insurance with respect to the Unit or 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 or any Limited Common Element appurtenant thereto, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property plus at least $2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof or any Limited Common Element appurtenant thereto (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage and personal property). 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. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. Policies maintained by Unit Owners pursuant to this Subsection must provide that they cannot be canceled without at least thirty (30) days prior notice to the Condominium Board.

6.2.7 The Condominium Board shall comply with the requirements and obligations of Tenant under the Lease regarding insurance coverage for the Property, including without limitation, those obligations governing the terms of all insurance policies and the applications of the proceeds thereof, and those obligations requiring the prior consent or approval of BPCA under the Lease, if any. In the event of any inconsistency between the terms of the Lease and the terms of this Section, the terms of the Lease shall govern.

6.3 **Repair or Reconstruction after Fire or Other Casualty.**

6.3.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty the Condominium Board will arrange for the prompt repair and restoration thereof and the Condominium Board or the Depository, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If only the Commercial Section (including the Commercial Common Elements or the Commercial Limited Common Elements) is destroyed or damaged by fire or other casualty and if the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Commercial Unit Owners, in proportion to their respective Common Interests, will bear the entire amount of the deficit as a Commercial Common Expense, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Section (including the Residential Units, Residential Common Elements and/or the Residential Limited Common Elements) is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Residential Common Expense or profit, respectively, and shared 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 of two 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, as the case may be, bears to the total cost of repairing all damage or destruction. However, the Commercial Board shall still have the right to make all arrangements for the prompt repair and restoration of the Commercial Units to the extent they are affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a General Common Expense or profit, respectively, as provided in 6.1.1 or shared by all Unit Owners in proportion to their Common Interests. Any surplus payable to any Unit Owner pursuant to this Section 6.3.1 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Unit Mortgages) on any such Unit in the order or priority of such liens.

6.3.2 Damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Owner of the

affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or reconstruction is the obligation of the Condominium Board as provided in Subsection 6.3.1. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment.

6.3.3 The Condominium Board shall comply with the requirements and obligations of Tenant under the Lease regarding repair or reconstruction after fire or other casualty. In the event of any inconsistency between the terms of the Lease and the terms of this Section, the terms of the Lease shall govern.

6.4 **Payment of Common Charges.**

6.4.1 The BPCA Unit will not be responsible for the payment of Common Charges to any Board. The monthly Common Charges of the Unit Owners of all other Units will include a contribution to the Condominium Board on behalf of the BPCA Unit to offset and equal any Common Charges which assessed to or would otherwise be owed by the BPCA Unit.

6.4.2 The Residential Unit Owners and the Commercial Unit Owners shall be obligated to pay to the Condominium Board the Common Charges assessed to them by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times as the Condominium Board determines. Unless otherwise determined by the Board to which they are payable, Common Charges shall be payable monthly, in advance, on the first day of each month. Common Charges shall be payable monthly, provided however, the Residential Board and the Condominium Board shall collect from the owners of the Unsold Units, that portion of the Common Charges comprised of PILOT payments when due and payable under the Lease.

6.4.3 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Unit Mortgages and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Residential or Commercial Board or the Condominium Board or their designees, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Residential or Commercial Common Charges or General Common Charges, as the case may be, thereafter accruing. A purchaser of a Unit (including a purchaser at a foreclosure sale) shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit. Notwithstanding the foregoing, to the extent permitted by Law, a purchaser of a Residential Unit at a foreclosure sale of a Recognized Residential Unit Mortgage which is a first lien upon the Residential Unit, shall not be liable for, and such Residential Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Residential Unit prior to the acquisition by said purchaser of such Residential Unit to the extent such lien represents that portion of Common Charges which do not constitute Proportionate Rent. However, in the event of a foreclosure sale of a Residential Unit

by a Recognized Residential Unit Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by Law, the Residential Board, on behalf of all Residential Unit Owners, shall have a lien on each Residential Unit for unpaid Residential Common Charges, together with interest thereon, assessed against such Unit. Except to the extent prohibited by Law, the Commercial Board, on behalf of all Commercial Unit Owners, shall have a lien on each Commercial Unit for unpaid Commercial Common Charges, together with interest thereon, assessed against such Unit. In addition, except to the extent prohibited by Law, the Condominium Board, on behalf of all Unit Owners, shall have a lien for General Common Charges unpaid to it by (i) the Residential Unit Owners, together with interest thereon, on all Residential Units, in proportion to their respective Common Interests, and (ii) the Commercial Unit Owners, together with interest thereon, on the Commercial Units, in proportion to their respective Common Interests. No Unit Owner may be exempted from liability for such Unit Owner's Common Charges by waiving use of any Common Elements or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property or the degree to which the construction in the Building shall have been complete shall not be grounds for a Unit Owner withholding or failure to pay all or any portion of the Common Charges or any other assessments.

6.4.4 The lien of a Permitted Unit Mortgage which constitutes a first mortgage lien on a Residential Unit, is subordinate to the lien of the Condominium for unpaid Common Charges, but only to the extent such Common Charges consist of Proportionate Rent due from a Residential Unit Owner. Where the Permitted Unit Mortgage is not a first mortgage lien on a Residential Unit, such Unit Mortgage shall be subordinate to the lien of the full amount of the Common Charges. No Unit Mortgage shall be valid or enforceable unless and until the holder thereof shall have executed and delivered the Recognition Agreement; provided, however, that the foregoing shall not affect the right of the holder of any note or other evidence of indebtedness payable to such holder to enforce payment of such obligation personally against any obligor thereunder to the extent the enforceability or enforcement thereof does not involve or require, or the holder elects not to pursue, foreclosing any lien in respect of such indebtedness (including any judgment lien) against any Residential Unit.

6.4.5 Notwithstanding Subsection 6.4.2, neither the seller nor the purchaser of a Residential Unit shall be liable for, nor shall the Residential Unit be conveyed subject to a lien for, any unpaid Common Charges against such Residential Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Residential Board.

6.5 **Collection of Common Charges.** Each Board shall take prompt action to collect any Common Charges due to such Board which remain unpaid for more than twenty business days after the due date for payment thereof. In the event that any Board fails to take such action, another Board in its own name, or, if necessary, in the name of the Board to which such charges are due, may take any action for the collection of such charges which the Board to which such charges are due may have taken, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

6.6 **Default in Payment of Common Charges and other Obligations.**

6.6.1 In the event any Unit Owner fails to make payment of Common Charges or Assessments when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or one (1%) percent of such amounts which remain unpaid for more than ten days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by Law) on such unpaid amounts computed from the due date, thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by any Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, each Board may establish its own alternate fees for late payments, whether such fees are more or less than the charges set forth herein. In addition a Board may suspend a Unit Owner's voting rights and privileges for failure to pay any Common Charges or Assessments due.

6.6.2 In the event that a Residential Unit Owner defaults in the payment of the Rent, including Proportionate Rent, due from such Residential Unit Owner (a "Residential Unit Owner Default"), such Unit Owner and the Boards will be subject to and BPCA will have such additional rights and remedies as may be set forth in the Lease as a result of such Residential Unit Owner Default, including, without limitation, an assignment of the right of the Boards to bring a foreclosure proceeding as provided by Law and/or in these By-Laws. Any funds received by any Board, by any Residential Unit Mortgagee or by Landlord in respect of a Residential Unit Owner Default shall be applied according to the following priority:

(1) first, to pay such Defaulting Residential Unit Owner's Proportionate Rent obligations to Landlord, together with interest thereon at the Involuntary Rate commencing on the date on which such Proportionate Rent was due, to the extent such sums were not previously paid or withdrawn from the Security Fund (the obligations described in this clause (1) are herein referred to as the "Residential Unit Obligations");

(2) second, to reimburse the Security Fund for any amounts withdrawn therefrom by Landlord in accordance with the terms of this Lease in respect of such Residential Unit Owner Default or any Landlord Condominium Costs attributable to the Residential Units;

(3) third, to satisfy any tax liens and other liens, if any, with respect to the Residential Unit or the Defaulting Residential Unit Owner as to which such Residential Unit Default has occurred, which have priority over the lien of the Condominium Board for Common Charges or the lien of any Residential Unit Mortgagee;

(4) fourth, to pay such Defaulting Residential Unit Owner's monetary obligations to the Residential Unit Mortgagee, if any, under a Residential Unit Mortgage the lien of which has first priority ahead of any other mortgage lien;

(5) fifth, to pay to Landlord the balance of any Proportionate Rent including any Landlord's Condominium Costs with respect to the Residential Unit not otherwise reimbursed, together with the interest and on the unpaid amount at the Involuntary Rate;

(6) sixth, to pay to the Condominium Board the balance of any Common Charges due and unpaid by such Defaulting Residential Unit Owner, including all Condominium Default Costs and late fees and interest;

(7) seventh, to pay such Defaulting Residential Unit Owner's monetary obligations to any Residential Unit Mortgagee under a Residential Unit Mortgage the lien of which does not have first priority ahead of all other mortgage liens; and

(8) eighth, any excess to such Defaulting Residential Unit Owner or as may otherwise be required by Law.

6.6.3 In the event that a Commercial Unit Owner defaults in the payment of the Non-Residential Percentage Rent due from such Commercial Unit Owner, BPCA will have such additional rights against such Commercial Unit Owner and the Boards as are set forth in the Lease.

6.7 **Foreclosure of Liens for Unpaid Common Charges**. In any action brought by any Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Residential Board, acting on behalf of all Residential Unit Owners, shall have the power to purchase any such Residential Unit, and the Commercial Board, acting on behalf of all Commercial Unit Owners, shall have the power to purchase any such Commercial Unit or portion thereof at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit or portion thereof (but not to vote the votes appurtenant to such Unit or portion thereof). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit. Notwithstanding anything to the contrary set forth above, the Condominium Board and the Residential Board, at the request of Declarant or any Commercial Unit Owner will enter into a recognition agreement with any tenant with which Declarant or the Commercial Unit Owner has entered into a lease for any of the Commercial Units. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Boards will agree that so long as there is no event of default under said lease, as would entitle the Declarant or any successor landlord under

the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Boards lien on a Commercial Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Commercial Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Boards, or, in case any Board takes possession of the Commercial Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if any Board or any other party succeeds to the interests of the Declarant under the lease, the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and will satisfy the obligations of the Commercial Unit Owner under the Declaration, By-Laws and Lease, and that the tenant will attorn to such Board or party as its landlord and comply with all of the obligations of the Unit Owner under the Lease, including without limitation, the obligation to pay Non-Residential Percentage Rent.

6.8 **Statement of Common Charges.** Each Board shall promptly provide the other Boards and any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to it from Unit Owners.

6.9 **Maintenance and Repairs.**

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, maintenance, repairs or replacements whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) and the entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owners (other than the BPCA Unit Owner) as a General Common Expense, (c) in or to the Residential Common Elements or the Residential Limited Common Elements shall be made by the Residential Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, (d) in or to the Commercial Common Elements or the Commercial Limited Common Elements shall be made by the Commercial Board and the cost and expense thereof shall be charged to all Commercial Unit Owners (other than the BPCA Unit Owner) as a Commercial Common Expense.

6.9.2 Each of the Boards shall maintain those portions of the Building which is the obligation of such Board to maintain, in accordance with the provision of the Lease and the BPCA Requirements.

6.9.3 Notwithstanding the provisions of Subsection 6.9.1:

6.9.3.1 In the event that any painting, decorating, Maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, (b) the Condominium Board, the entire

cost thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owners (except the BPCA Unit Owner) as a General Common Expense, (c) the Commercial Board, the entire cost thereof shall be charged to all Commercial Unit Owners (except the BPCA Unit Owner) as a Commercial Common Expense, or (d) the Residential Board, the entire cost thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.3.2 The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and no neon or colored lights may emanate therefrom and the windows may not be modified, altered or replaced without the consent of the Residential Board. All window treatments in a Residential Unit, when viewed from the outside of the window, must be white. All normal maintenance, repairs and replacements of any Terrace shall be made by the Residential Unit Owner having access to such Terrace at such Unit Owner's own cost and expense, but any structural or extraordinary repairs or replacements to such Terrace (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) shall be made by the Residential Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense. The Residential Board may require a Residential Unit Owner to remove plantings and other installations placed on Terraces or Balconies by said Residential Unit Owners if the Residential Board determines, in its reasonable discretion, that such plantings and other installations adversely affect the integrity of the roof. A Residential Unit Owner will be obligated, at such Unit Owner's sole cost and expense, to remove plantings, surface coverings and other furniture, equipment and installations from the Terrace, if requested by a Board, to facilitate access to the roofing system or other Common Elements pursuant to the Declaration or these By-Laws. No Terrace may be enclosed without the express written consent of the Residential Board. The Residential Board may establish such other rules and regulations it deems necessary to protect the Residential Common Elements and the Units and the Condominium Board shall establish such rules and regulations as it deems necessary to protect the health and safety of the occupants. Notwithstanding the foregoing, the Terraces appurtenant to certain Units, contain plantings ("Terrace Plantings") and special roof system ("Roof System") installed by the Declarant. The Terrace Plantings and Roof System are required to be maintained on the Terrace pursuant to the terms of the Lease with BPCA. Unit Owners of such Units shall be required to maintain the Terrace Plantings at the Unit Owners' sole cost and expense, however, the Residential Board will be required to maintain the Roof System. In the event a Unit Owner fails to maintain the Terrace Plantings as aforesaid, the Residential Board reserves the right to do so and charge the cost and expense thereof to such Unit Owner as a Residential Common Charge. The Terrace Plantings and Roof System have been designated as a Residential Limited Common Element and the Residential Board will have an easement to access the Terrace for the purpose of inspecting, repairing and maintaining the Terrace Plantings and Roof System on the Terrace. Additionally, the following restrictions shall apply to said Units: (i) Unit Owner shall not be permitted to locate or store any furniture and/or other fixture on any Terrace which will, in the discretion of the Residential Board, interfere with the use or operation of the Terrace Plantings and Roof System, (ii) Unit Owner's right to the use of the Terrace will be subject to the right of the Boards to regulate its use and subject to rights of access to the Terrace, (iii) Unit Owner shall be responsible for all normal maintenance, repairs and replacements to the Terrace Plantings located on the Terrace, (iv) Unit Owner may be required to

obtain the consent of the Residential Board to the installation of plantings, surface coverings and other furniture, equipment and installations on the Terrace, and may be required, in certain circumstances be required to remove same at Unit Owner's sole cost and expense.

6.9.3.3 The exterior and interior surfaces of all windows located in any Residential Unit shall be washed and cleaned from the interior side of such Unit by a licensed window cleaner approved by the Condominium Board and the cost and expense thereof shall be an expense of such Unit Owner. The exterior and interior glass surfaces of all windows located in the Commercial Units shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future Law of like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of The City of New York or any other Governmental Authority having jurisdiction over the Land or the Building. Each Unit Owner shall indemnify the Condominium Board and the other Unit Owners, and their respective agents and employees, for all losses, damages, or fines suffered by any of them as a result of a violation of the aforesaid, laws, ordinances, regulations or rules.

6.9.3.4 Any replacement of glass windows panes in any Unit because of breakage or otherwise, shall be made by the Condominium Board at the sole cost and expense of the owner of the applicable Unit, except that such cost and expense shall be paid by the Condominium Board if all or any portion thereof is covered under the insurance maintained by the Condominium Board for the Property.

6.9.3.5 No replacement, modification or alteration may be made to or of the windows (other than replacement of the window panes) without the consent of the Condominium Board.

6.9.3.6 The exterior of all front doors of Residential Units shall not be painted or decorated other than with the consent of the Residential Board. No awnings, air conditioning equipment, ventilators or other Facilities or equipment will be installed or modified in the Residential Section without prior written approval of the Condominium Board.

6.9.3.7 Any repairs or maintenance work performed with respect to the incremental fan coil units in each Residential Unit shall only be performed by a company or individual previously approved by the Residential Board.

6.9.4 Each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any Terrace, roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by (a) each Board with respect to such parts of the Building required to be Maintained by it, (b) each Unit Owners with respect to such Unit Owner's Unit and any Limited Common Elements required to

be Maintained by the Unit Owner, including, without limitation shades, venetian or other blinds, drapes, curtains or other window decorations in or in or appurtenant to such Unit Owner's Unit. Notwithstanding anything to the contrary set forth above, the Condominium Board shall not, without the consent of the Commercial Unit Owner, decrease the level of services (including, but not limited to heat and cooling) supplied to the Commercial Units as of the date of the filing of the Declaration.

6.9.5 In the event of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary service in the Building) (i) affecting the Residential Section, Commercial Section employees will assist Residential Section employees, and (ii) affecting the Commercial Section, Residential Section employees will assist Commercial Section employees and the costs thereof shall be appropriately allocated to the Section receiving the benefit of such assistance.

6.9.6 Each Unit Owner will be obligated to maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units. In the event a Unit Owner that fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

6.10 **Violations of Obligations.**

6.10.1 In the event that any Residential Unit Owner, within a reasonable time after receipt of written notice from the Residential Board, fails to perform any of its obligations with respect to the painting, decorating, Maintenance, repair or replacement of its Unit as provided in this Article 6 or of any Limited Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Residential Board may, but shall not be obligated to, perform or cause to be performed such painting, decorating, Maintenance, repair or replacement unless such Residential Unit Owner, within thirty (30) days after receiving notice of such default from the Residential Board (or sooner in the case of emergency), cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, Maintenance, repair or replacement by the Residential Board, together with 10% for overhead, plus interest thereon at the rate of 2% per month from the date on which such Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Residential Unit Owner to such Board and shall, for all purposes hereunder, constitute Common Charges payable by such Residential Unit Owner.

6.10.2 In the event that any Commercial Unit Owner fails or neglects in any way to perform any obligation with respect to the painting, decorating, maintenance, repair and replacement of such Unit Owner's portion of the Commercial Units, the Commercial Board may, but shall not be obligated to, perform or cause to be performed any such painting, decorating, maintenance, repair and replacement provided that (a) the Commercial Board gives the

Commercial Unit Owner written notice that such repair or replacement is necessary and that the Commercial Board will complete such repair or replacement in the event the Commercial Unit Owner does not promptly act or complete the repair or replacement, and (b) the Commercial Unit Owner, within five (5) days after receiving such notice, fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to commence and to thereafter prosecute to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair and replacement by the Commercial Board, together with ten percent (10%) for overhead, plus interest thereon at the rate of two percent (2%) per month from the date on which the Commercial Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by Law) shall be payable by such Commercial Unit Owner to the Commercial Board and shall, for all purposes hereunder, constitute Commercial Common Charges payable by such Commercial Unit Owner. The Commercial Board shall have the right, in the event that the Commercial Unit Owner disputes the amount of such payment or whether the Commercial Unit Owner is obligated to pay the same, to submit such dispute to Arbitration. The Commercial Unit Owner shall pay the cost of such repair or replacement only after a determination by Arbitration to the effect that (i) the repair or replacement was required to be performed by the Commercial Unit Owner, (ii) the Commercial Unit Owner failed to perform such repair or replacement, and (iii) the cost of such repair or replacement by the Commercial Board was reasonable. Any repair or replacement performed by the Commercial Board in accordance with the terms of this Subsection 6.10.2 shall be its sole responsibility with respect to the quality of such repair or replacement and the proper completion thereof. The Commercial Board shall indemnify the Commercial Unit Owner and hold it harmless from and against any claims, costs, expenses or liabilities whatsoever, including reasonable counsel fees, in any way incurred by the Commercial Unit Owner, in connection with the manner of completion of such painting, decorating, maintenance, repair and replacement by the Commercial Board of any defect described herein (but not for the existence of the condition requiring such repair or replacement).

6.10.3 Each Unit Owner must strictly comply with the provisions of the Declaration, these By-Laws, and the rules and regulations. Failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief will not be exclusive of other remedies provided by Law.

6.11 Alterations, Additions, Improvements and Repairs of Units.

6.11.1 Except as otherwise provided in the Declaration, no Residential Unit Owner shall make any alteration, addition, improvement or repair to any Unit involving structural work or which impact upon Building systems, in or to such Unit Owner's Unit without the prior written approval of the Residential Board. No Commercial Unit Owner shall make any structural alteration, addition, improvement or repair to any Unit involving structural work or impacting upon Building systems, in or to such Unit Owner's Unit without the prior written approval of the Commercial Board which shall not be unreasonably withheld. The Commercial Board or the Residential Board, as the case may be, shall have the obligation to answer any written and reasonably detailed request by their respective Unit Owners for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within 45 days after such written and reasonably detailed request is received and failure to do so

within the stipulated time shall constitute such Board's consent to the proposed addition, alteration, improvement or repair. With respect to any alteration, addition, improvement or repair, the Commercial Board or the Residential Board, as the case may be, may, prior to and as a condition of, the granting of its consent, exercise the right to reasonably approve the contractors and suppliers, performing alteration, addition, improvement or repair in any Unit and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Commercial Board or the Residential Board, as the case may be, 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. The Residential Board or the Commercial Board, as the case may be, consenting to such work may impose fees on such Unit Owner to reimburse such Board for its costs incurred in reviewing or supervising the aforesaid work and providing appropriate security with respect thereto. In addition, the Residential Board will have the right, as a condition to approving a Unit Owner's request to renovate kitchens and bathrooms, to require such Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Unit or to contribute to the Condominium, the sum necessary to enable the Condominium to perform such replacements. Notwithstanding anything to the contrary contained in this Subsection 6.11.1: (i) neither Declarant or its designee nor a mortgagee holding a mortgage secured by any of the Commercial Units in accordance with the provisions of Section 7.8 hereof, shall be required to obtain the approval of the Condominium, Residential or Commercial Board for any structural alteration, addition, improvement or repair in or to Unsold Residential Units or the Commercial Units or enter into any alteration agreement with respect thereto; and, (ii) BPCA shall not be required to obtain the approval of the Condominium, Residential or Commercial Board for any improvement or repair in or to the BPCA Unit that: (A) may be required in connection with the initial fit-out and completion of the BPCA Unit; or, (B) is limited solely to the improvement or repair of the systems that are contained within and that serve exclusively the BPCA Unit and which do not impact upon Building systems; and, (iii) BPCA shall not be required to reimburse the Condominium, Residential or Commercial Board for any costs incurred in reviewing or supervising the initial fit-out and completion of the BPCA Unit. No portion of clause (ii) of this subsection shall be construed or interpreted to authorize BPCA to make any alteration, addition, improvement or repair to the BPCA Unit involving structural work or that impacts upon Building systems without the prior written approval of the Commercial Board.

6.11.2 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all Laws, rules, ordinances and regulations of all Governmental Authorities having jurisdiction thereof. A Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold each Board and all other Unit Owners harmless from any costs or liability arising therefrom.

6.11.3 Any application to any department of The City of New York or to any other Governmental Authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the appropriate Board (if such approval is required) shall, if required by Law or such department or authority, be executed by said Board or, if required, by the Condominium Board, provided that no Board shall incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such alteration, addition,

improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant or its designee or a Commercial Unit Owner is hereby authorized on behalf of the Boards to execute the such applications, permits or other documents as may be required to undertake, perform and complete such work to the Building (including the Units and Common Elements) as Declarant is obligated or entitled to perform in accordance with the terms of the Plan or the Declaration and these By-Laws or the Lease (including, without limitation, any certificates as may be required to amend the existing certificate of occupancy to reflect a reconfiguration of the Units and/or a change in use) and to obtain such certificates of completion as may then be required by Law (collectively the "required Documentation") and, the appropriate Board, if requested by Declarant or its designee or a Commercial Unit Owner, shall execute the Required Documentation.

6.11.4 No alterations, additions, improvements or repairs made by any Residential Unit Owner shall materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent Certificate of Occupancy for other Units or the Building. Prior to the issuance of the permanent Certificate of Occupancy for the Building, any Residential Unit Owner desiring to perform such alterations, in addition to satisfying any other requirements of these By-Laws with respect to such alterations, must also notify Declarant, in writing, of the scope of the proposed alterations and satisfy other reasonable requirements of Declarant. In furtherance thereof, a Residential Unit Owner performing alterations, shall indemnify Declarant and the Boards for any cost, expense, claim or liability incurred or suffered by Declarant or any Board as a result of any violation of Law or delay in obtaining a temporary or permanent Certificate of Occupancy . In the event the alterations performed by a Residential Unit Owner do adversely affect the issuance or validity of the certificate of occupancy then upon the written request of Declarant, the Condominium Board or any other Board whose Unit Owners are affected, the 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 restore the Unit within fifteen (15) days of receipt of the written request, then the Declarant or the Board, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

6.11.5 Until such time as the initial construction of the Building is complete, including the completion of "punch list" work, no Board or Unit Owner shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing the construction of the Building on behalf of Declarant. In addition, the prosecution of the work necessary to complete initial construction of the Building, including the completion of "punch list" work by or on behalf of Declarant, shall take precedence over the prosecution of any other work at the Building.

6.12 **Alterations, Additions, Improvements or Repairs to Common Elements.** Except as otherwise provided in the Declaration or these By-Laws or the Lease, all alterations, additions, improvements or repairs in or to (i) any General Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owners (other than the BPCA Unit Owner) as a General

Common Expense (ii) in or to the Residential Common Elements shall be made by the Residential Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, (iii) in or to the Commercial Common Elements shall be made by the Commercial Board and the cost and expense thereof shall be charged to all Commercial Unit Owners (other than the BPCA Unit Owner) as a Commercial Common Expense and (iv) in and to a Unit by the Unit Owner thereof at the Unit Owner's sole cost and expense. Whenever in the judgment of the Residential Board, the Commercial Board or the Condominium Board, as the case may be, the cost of any alteration, addition, improvement or repair would exceed $100,000 in the aggregate in any calendar year (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by a Majority of Residential Unit Owners, a Majority of Commercial Unit Owners, or a Majority of Unit Owners, as the case may be, who shall be required to bear the cost and expense thereof as aforesaid and by the Residential Mortgage Representatives (as hereinafter defined), as the case may be, if any, with respect to alterations, additions, improvements or repairs made by the Residential or Commercial Board, respectively. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions, improvements or repairs costing in the aggregate $100,000 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Mortgage Representatives.

6.13 **Alterations of Certain Common Elements.**

6.13.1 In the event that pursuant to any of the provisions of these By-Laws, any consent by any Board, Mortgage Representative or Unit Owner is required as a condition precedent to any alteration, addition or improvement to any Common Element (sometimes collectively referred to in this Section 6.13 as an "Alteration"), proposed to be made by Declarant or its designee, Unit Owners or any Board (sometimes collectively referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by such Board, Mortgage Representative or Unit Owner (referred to in this Section 6.13 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within thirty (30) days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such 30-day period and the Proponent considers such objection unreasonable, then (i) in such cases where the Alteration involves an issue of compliance under the Lease, the matter shall be determined by the Condominium Board and (ii) in all other cases, the Proponent may submit to Arbitration the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Alteration to be paid by it, and (ii) that all costs and expenses for maintaining and repairing such Alteration after its completion will not be charged to Unit Owners represented by the Opposing Party as Common Expenses (b) the proposed Alteration would not materially interfere with the use and enjoyment

of the owners, tenants and occupants of those Units represented by the Opposing Party; and (c) the proposed Alteration would not materially weaken the structure of the building.

6.13.2 Nothing contained in Subsection 6.13.1 shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as such Proponent believes will meet the objections of the Opposing Party or of any arbitrator, or (b) any party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's approval.

6.13.3 A Commercial Unit Owner shall be entitled, at its sole cost and expense to make any alteration, addition, improvement or repair in or to the Commercial Common Elements or Commercial Limited Common Elements, or the exterior facade of the Building adjacent to such Unit Owner's Unit at such Unit Owner's cost and expense, with the prior written approval of the Commercial Board, which shall not be unreasonably withheld provided such work complies with the Design Guidelines and the terms of the Lease.

6.14 **Restrictions on Use of Units.**

6.14.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, each Residential Unit shall be used for residential purposes only, except as otherwise herein expressly provided. A Residential Unit may be owned by an individual, corporation, partnership, limited liability company, fiduciary, limited liability company or any other entity (including, but not limited to, the United States government and any instrumentality thereof and foreign governments and any embassy, consulate or other instrumentality thereof). A Residential Unit may only be occupied by (i) the individual Unit Owner (or members of such Unit Owner's family, guests or domestic employees), (ii) an officer, director, stockholder or employee of such corporation (or members of such Unit Owner's family, guests or domestic employees), (iii) a partner or employee of such partnership (or members of such Unit Owner's family, guests or domestic employees), (iv) the fiduciary or beneficiary of such fiduciary (or members of such Unit Owner's family, guests or domestic employees), or (v) a principal or employee of such other entity (or members of such Unit Owner's family, guests or domestic employees) as the case may be. Unless otherwise consented to by the Residential Board, occupants of a leased Residential Unit must be (a) an individual lessee (or members of such Unit Owner's family, guests or domestic employees), (b) an officer, director, stockholder or employee of a corporate lessee (or members of such Unit Owner's family, guests or domestic employees), (c) a partner or employee of a partnership lessee (or members of such Unit Owner's family, guests or domestic employees), (d) a fiduciary or beneficiary of a fiduciary lessee (or members of such Unit Owner's family, guests or domestic employees), or (e) a principal or employee of such other entity which is a lessee (or members of such Unit Owner's family, guests or domestic employees). "Members of such Unit Owner's family" or words of similar import whenever used herein shall be deemed to mean spouse, parents, parents-in-law, grandparents, brothers, sisters, children, stepchildren and grandchildren and nothing contained herein shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such family members or guests. Notwithstanding the foregoing, the Residential Board may consent to occupancy of a Residential Unit by persons other than those set forth above.

6.14.1.1 The Residential Board, may, in its discretion, grant permission for the use of a Residential Unit as a professional office or for any other purpose, provided such use (1) is permitted by Law, (2) does not violate the then existing certificate of occupancy for such Residential Unit, (3) does not adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, and (4) complies with all applicable governmental regulations. Such permission by the Residential Board shall be in writing and shall be personal to the Residential Unit Owner. Any successor in title to such Residential Unit shall be required to obtain the prior written approval of the Residential Board before using such Residential Unit as a professional office or for any other purpose.

6.14.1.2 No portion of a Residential Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this Subsection 6.14.1) may be accommodated therein.

6.14.1.3 Each Residential Unit Owner is obligated to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. The Residential Unit Owner shall ensure that all operable windows opening into the Residential Unit comply with all applicable laws relating to window guards and, if necessary, install, operate and Maintain, at the Residential Unit Owner's expense, any additional equipment required by applicable Law.

6.14.2 Notwithstanding the provisions of Subsection 6.14.1, Declarant or its designee may, without the permission of any Board, (a) grant permission for the use of any Unsold Residential Unit as a professional office or for any purpose including, without limitation, use as a long or short term rental or other use, provided such use is permitted by Law, does not violate the certificate of occupancy for such Residential Unit and the user of such Unit complies with all applicable governmental regulations and (b) use any Unsold Residential Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these By-Laws and in compliance with applicable governmental laws and regulations.

6.14.3 No Unit Owner other than the owner of the BPCA Unit in accordance with the terms of the Lease, shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an Occupant in strict compliance with applicable Law. "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, lead, asbestos and asbestos-containing materials, building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability under, any Law. Notwithstanding the foregoing, the Garage Unit Owner shall use or store Hazardous Substances as long as their use and storage is in the course of normal operations of a garage and in compliance with applicable law.

6.14.4 The Commercial Units may be used for any purpose permitted by Law. In no event may any Board adopt or enforce any rule or regulation or any amendment to the Declaration or these By-Laws which would have the effect of restricting or limiting the operation of the Commercial Units. Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, no Unit can used for any unlawful, illegal, or extra hazardous business, use or purpose or in such a manner as to constitute a nuisance of any kind (private or public) or in any manner which violates the provisions of the Lease or the BPCA Requirements. The use of the BPCA Unit in accordance with the Lease shall not be deemed to constitute a unlawful, illegal, or extra hazardous business, use or purpose or a nuisance of any kind (private or public).

6.15 **Use of Common Elements.**

6.15.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.15.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the General or Limited Common Elements other than in (a) Residential Limited Common Elements for the exclusive use of a particular Residential Unit Owner or (b) in the areas designated as storage areas, with the prior consent of the Residential Board as to the Residential Common Elements, the Commercial Board as to Commercial Common Elements or Commercial Limited Common Elements or the Condominium Board as to General Common Elements. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.15.3 Residential Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Residential Board for transporting packages, merchandise or other objects.

6.15.4 In the event that the Condominium Board erects a sidewalk bridge or other scaffolding at the Building, the Condominium Board shall give due regard to the use of the Commercial Units at the time in question and shall use best efforts to (i) minimize any disruption to the use of such Commercial Units and (ii) not restrict ingress or egress through the exterior doorways to the Commercial Units.

6.15.5 The Storage Bins may only be used in accordance with Law and only for the storage of the personal effects of the Residential Unit Owner having exclusive access to such Storage Bin and nothing can be stored in the Storage Bins which would constitute a threat to the health or safety of the Unit Owners or other occupants of the Building or otherwise create a nuisance in the Building. The Residential Board will be responsible for assigning the Storage Bins among the Residential Unit Owners. Residential Unit Owners will be responsible for all normal Maintenance to the Storage Bins; however the costs and expenses of any structural or extraordinary repairs or replacements shall be a Residential Common Expense charged to all Residential Unit Owners. The Residential Board has the authority to promulgate rules regarding use of and access to the Storage Bins.

6.15.6 Except pursuant to rules adopted by the Condominium Board, which may not be adopted or amended without the Commercial Board's consent, and the terms and provisions of the Declaration and these By-Laws, in no event shall the Condominium Board or Unit Owners impair, restrict or impede the use of the General Common Elements described in the Declaration, by the Commercial Unit Owners or anyone claiming by, through or under the Commercial Unit Owners including, but not limited to, the tenants and occupants of any portion of the Commercial Units or their respective licensees or invitees.

6.15.7 The owner of any two (2) or more Residential Units, which Units are serviced or benefited by any Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any residential hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, to the extent permitted by Law and with the consent of the Residential Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such Common Element as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made, provided such owner agrees, at its sole cost and expense, to (a) be responsible for the operation, maintenance and repair of such Common Element for so long as such owner exercises such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner ceases to exercise such exclusive right of use. The owner of any such Units which are Unsold Residential Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board. Notwithstanding the above, if an owner transfers or conveys its Residential Units to a successor owner, the transferor need not comply with (b) above provided that the transferee agrees to abide by (a) and (b) above.&&

6.16 **Other Provisions as to Use.** No nuisance shall be allowed in the Residential Section nor shall any use or practice be allowed in the Residential Section which is a source of annoyance to the residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive or unlawful use shall be made of 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 full expense of the respective Unit Owners or the Boards, whoever shall have the obligation to maintain or repair such part of the Property. Except as otherwise provided in the Declaration, the Commercial Section may be used for any lawful purpose including, without limitation, a museum, department and other retail stores, health clubs, theaters, banks, restaurants, commercial and professional offices; and no sale, lease, sublease or use of all or any portion of the Commercial Section shall be deemed to adversely affect the Residential Section.

6.17 **Right of Access.**

6.17.1 Each Residential Unit Owner grants a right of access to such Unit Owner's Unit to each of the Boards, the managing agents, managers, superintendents and/or any other person authorized by any of the foregoing. The Commercial Unit Owners, upon the same terms and conditions as set forth in Section 6.24.1, and the Residential Unit Owners grant a right of access to their respective Units to each of the Boards, the managing agents, managers,

superintendents and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any Governmental Authority against, the General or Limited Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the General or Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the General or Limited Common Elements within such Unit Owner's Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the General or Limited Common Elements, Unit or any other Unit in the Building or to correct any condition which violates the provisions of any recognized Residential Unit Mortgage covering another Unit, provided that requests for such entry are made not less than one day in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.17.2 Each Unit Owner grants a right of access to such Unit Owner's Unit, and the Boards shall grant rights of access to the General Common Elements and the respective Limited Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

6.18 **Rules and Regulations.** Annexed hereto as Schedule A and made a part hereof are rules and regulations (the "Residential Rules and Regulations") concerning the use of the Residential Common Elements and the Residential Limited Common Elements. The Residential Board may from time to time, modify, amend or add to the Residential Rules and Regulations except that a Majority of Residential Unit Owners may overrule such Board with respect to any such modification, amendment or addition. The Residential Board shall also have the authority to promulgate special rules and regulations concerning the use of storage space, if any, for the personal property of the Residential Unit Owners. The Commercial Board may adopt and from time to time, modify, amend or add to reasonable Rules and Regulations as they affect the use of the Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements, except that a Majority of Commercial Unit Owners may overrule said Board with respect to any adoption, modification, amendment or addition and provided further that the Commercial Unit Owners having exclusive access to the Commercial Limited Common Elements, may overrule said board with respect to any adoption, modification, amendment or addition affecting such Commercial Unit Owners. The Condominium Board may adopt and from time to time, modify, amend or add to the Rules and Regulations as they affect the General Common Elements, except that a Majority of Unit Owners may overrule said Board with respect to any such adoption, modification, amendment or addition. Copies of any newly adopted Rules and Regulations, or any modifications, amendments or additions thereto, shall be furnished by the Board responsible therefor to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof.

6.19 **PILOT, Water Charges and Sewer Rents.** Water and sewer services shall be supplied to and for all of the Units and the Limited Common Elements through one or more building systems by The City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector or the appropriate utility provider, the Condominium Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. The Commercial Board shall collect such charges from the Commercial Unit Owners based on separate submetering of such Units, and will remit such amount to the Condominium Board. The remaining costs for the Building will be paid by the Residential Unit Owners in proportion to such Unit Owner's respective Common Interest and included in Residential Common Charges. Until the Units are separately assessed for real estate tax purposes, the Residential and Commercial Unit Owners (other than the BPCA Unit in accordance with the terms of the Lease) shall pay their respective pro rata share of all PILOT with respect to the Property as follows; (i) the PILOT for the Residential Unit Owners will be determined by multiplying the PILOT by 97.56% and thereafter allocating to each Residential Unit its proportionate share based upon its Residential Common Interest and (ii) the remaining 2.44% of PILOT will be allocated among Commercial Unit Owners in the same proportions as set forth in Part I of the Plan. After the Units are separately assessed for taxes, the Residential Board and the Condominium Board shall collect, from the Residential Unit Owners or the Commercial Unit Owner, as the case may be, PILOT in the amount of the taxes which would otherwise have been assessed against such Units by the New York City Department of Finance. In the event of a proposed sale of any Residential Unit, the Residential Board, on request of the selling Residential Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and PILOT (so long as such Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities.

6.20 **Gas.** Gas for the Residential Section will be supplied by the utility company servicing the gas distribution system and charges therefor shall be paid by the Residential Board. The cost of gas consumed in the Residential Section will be borne by the Residential Unit Owners as a Residential Common Charge. Gas consumed in the Commercial Section will be separately metered and billed directly to each Commercial Unit Owner utilizing gas.

6.21 **Electricity.**

6.21.1 Electricity for the Building will be provided by Consolidated Edison Company or such other utility or electric service company and delivered to the Building by Consolidated Edison Company. The Residential Section will be equipped with a master electric meter with computerized sub-meters for each Residential Unit. The New York State Energy Research Development Authority may provide energy data in aggregate form to energy suppliers. The Residential Board will receive a single invoice from the electric utility provider reflecting all electricity consumption measured by the master meter, which includes individual Residential Unit usage, Residential Common Element usage, General Common Element usage and cooling tower usage. The Residential Board will pay this electricity bill to the utility company. The Residential Board shall engage an independent company (the "Billing Company") to read the submeters to coincide with the master meter reading cycle and to process separate invoices for each Residential Unit, based on the usage reflected on the submeter for that

Unit. Electric submetered rates will be based on the rate charged to the Building (including all demand rate adjustments, fuel adjustments, taxes and other charges and adjustments included in said bill), plus an administrative fee related to the maintenance of the submetering system and the preparation and issuing of submetered electric bills. To establish the monthly rate for electricity to the Residential Unit Owners for the particular month, the total monthly electricity charge for such month will be divided by the total monthly metered consumption (kWh) as measured by the Con Edison master meter. However, in no event shall electric charges exceed those currently in effect under Con Edison Service Classification 1 or such rate that may in the future be in effect for residential customers being billed directly by Con Edison. The cost for engaging the Billing Company will be borne by all Residential Unit Owners as a Residential Common Expense. Each Residential Unit Owner will receive a monthly invoice for electricity consumed in the Unit, the charges of which are equal to the average monthly rate (as described above) multiplied by the monthly consumption applicable to such Owner's Unit, plus the administration fee. Each Residential Unit Owner shall be required to pay the monthly invoice directly to the Residential Board in the same manner as Common Charges. The Residential Board will have the same rights and remedies respecting a Residential Unit Owner's failure to pay electricity charges as the Board has for non-payment of Common Charges as set forth in the By-Laws. The electricity consumed by each of the Commercial Units will be separately metered and paid for by such Unit Owner directly to the utility company providing electricity to such Unit.

6.21.2 If a Residential Unit Owner has any question or objection to electric submetered charges, such Residential Unit Owner shall direct the question or objection to the third-party billing company who will maintain all accounts of the Residential Units. The Billing Company shall be required to review any complaint and inquiry and will provide a written response to the Residential Unit Owner within thirty (30) days and, simultaneously with forwarding said response to the Unit Owner, the Billing Company shall forward a copy of said response to the Managing Agent of the Condominium. Each response shall include a history of the meter in question, including all information for the billing period that is the subject of the question or dispute, and the results of an accuracy test performed by the Billing Company (if requested by both the Residential Unit Owner and the Managing Agent). If the Residential Unit Owner is still dissatisfied, then either the Residential Unit Owner or the Billing Company can request, within thirty (30) days from the date of the Billing Company's written response, that the Managing Agent review the decision. If so requested by the Residential Unit Owner or the Billing Company, the Managing Agent shall review the decision and issue its written determination within thirty (30) days from the date of the written request for its review and determination and promptly forward and copy thereof to the Residential Unit Owner and the Billing Company. If the determination of the Managing Agent is not satisfactory to the Residential Unit Owner or the Billing Company, then either the Residential Unit Owner or the Billing Company may request that the matter be submitted to a final dispute resolution process, which may include the findings of an independent third-party expert or independent arbitrator (collectively, the "Arbiter") to be selected by the Managing Agent and who shall have an office in The City of New York. Such request shall be made by giving written notice thereof to the other party and the Managing Agent, within thirty (30) days from the date of the Managing Agent's written determination. If no such written notice is given within said thirty (30) day period, then the determination of the Managing Agent shall be final and binding upon the Residential Unit Owner and the Billing Company. The Arbiter shall prepare a written decision

within a reasonable period of time setting forth its final resolution of the dispute and shall send a copy thereof to the Residential Unit Owner, the Billing Company and the Managing Agent. The determination of the Arbiter shall be final and binding upon the Residential Unit Owner and the Billing Company. The Residential Unit Owner and the Billing Company shall share equally the costs and expenses imposed by the Arbiter and each of the Residential Unit Owner and the Billing Company shall be solely responsible for payment of all fees and expenses charged by counsel or any witnesses engaged, respectively, by the Residential Unit Owner and the Billing Company in connection with the resolution of any question or dispute. Neither the Managing Agent nor any Board shall terminate electric service to Residential Units for nonpayment of electric charges. However, nonpayment of electric charges shall constitute a default in the payment of Common Charges under these By-Laws, thereby entitling the Residential Board to exercise all available rights and remedies, provided that during the period that the Residential Unit Owner's dispute or question is pending final resolution, the Residential Board shall not commence any action or proceedings against the Residential Unit Owner with respect to the billing period involved in the question or dispute.

6.22 **Utilities Serving the General Common Elements.** Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting any General Common Element shall be (a) considered part of the expense of maintaining such General Common Element, (b) determined by the Condominium Board, and (c) charged to the Residential Unit Owners and the Commercial Unit Owners (other than the BPCA Unit in accordance with the terms of the Lease) as a General Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

6.23 **Abatement and Enjoinment of Violations by Unit Owners.**

6.23.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give Condominium Board the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Residential Unit or Commercial Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and such Board shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

6.23.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

6.23.3 In the event Condominium Board, the Residential Board, the Commercial Board and/or the Declarant (hereinafter the "Creditor Party") takes any action or brings any proceeding against a Unit Owner (hereinafter the "Defaulting Unit Owner") pursuant to the provisions of this Section, the Defaulting Unit Owner shall reimburse the Creditor Party for all

reasonable costs and charges incurred by the Creditor Party in connection therewith, including without limitation, attorneys fees, together with all reasonable out-of-pocket costs and expenses incurred by the Creditor Party, together with interest on all of the foregoing at the rate of interest of 1.5% per month (but in no event in excess of the maximum rate permitted by Law) from the date of the payment or performance of the service by the Creditor Party or due date (if otherwise provided herein), until fully paid by the Defaulting Unit Owner. The Creditor Party may bill the Defaulting Unit Owner therefor at any time. Funds expended by the Creditor Party plus interest earned thereon, as aforesaid, shall be deemed a charge assessed against the Defaulting Unit Owner's Unit and the failure to make such reimbursement shall be deemed a default in the payment of Common Charges subject to the provisions governing such defaults as set forth in the Condominium Act and the By-Laws, and the Condominium Board, upon receipt of such funds from the Defaulting Party, shall promptly reimburse the Creditor Party.

ARTICLE 7

MORTGAGES

7.1 **Notice to Boards.** A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the Residential Board in the case of a Residential Unit or the Commercial Board in the case of all or a portion of any Commercial Unit, of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with such Board together with a fully executed Recognition Agreement. The mortgage secured by a Residential Unit shall be substantially in the form of the New York Board of Title Underwriters or such other forms customarily used by lenders making loans secured by individual residential condominium units. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Unit Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the applicable Board and shall file a conformed copy of the satisfaction of mortgage with such Board. Each of such Boards shall maintain such information in a book entitled "Mortgages of Units."

7.2 **Notice of Default and Unpaid Common Charges.** Whenever so requested in writing by a Permitted Unit Mortgagee of any Unit, the Residential Board with respect to Recognized Residential Unit Mortgagee of Residential Units and the Commercial Board with respect to Recognized Commercial Unit Mortgagees of any Commercial Unit, shall promptly report to such Permitted Unit Mortgagee any default in the payment of Residential Common Charges or Commercial Common Charges, as the case may be, or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws of which such Board may have received notice. Each Board, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any Permitted Unit Mortgagee thereof.

7.3 **Performance by Permitted Unit Mortgagees.** The Residential Board, Commercial Board or Condominium Board, as the case may be, shall accept, by any Permitted Unit Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-

Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner.

7.4 **Examination of Books.** Each Unit Owner and Permitted Unit Mortgagee shall be permitted to examine the books of account of the Condominium (including, in the case of Residential or Commercial Unit Owners and Permitted Unit Mortgagees thereof, the books of account of the Residential Section or the Commercial Section, as the case may be) at reasonable times, on business days, but not more than once a month.

7.5 **Representatives of Mortgagees.**

7.5.1 In the manner more particularly set forth in Subsection 7.5.2, the holders of Permitted Unit Mortgages (as hereinafter defined) secured by Residential Units, may, at their election, designate one (1) or more (but not more than three (3)) representatives ("Residential Mortgage Representatives") who shall be empowered to act on behalf of all holders of Permitted Unit Mortgages, with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. If any Residential Mortgage Representatives are so designated and notice thereof is given to the Residential Board, the act of any such Representative (or a majority of such Representatives if more than one is so designated) shall be deemed binding upon the holders of all Permitted Unit Mortgages. As used herein the term "Permitted Unit Mortgage" means any first mortgage covering a Unit or Units, the initial holder of which is (i) Declarant or its designee (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, investment or finance company, mortgage trust or other entity which is in the business of providing loans secured by condominium units, or (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

7.5.2 Any designation of a Residential Mortgage Representative made by the holders of Institutional Residential Mortgages, constituting a majority in principal amount of all Institutional Residential Mortgages shall be binding upon the holders of all Institutional Residential Mortgages. Any such designation of any Residential Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof, and (b) notice of such subsequent designation is given to the appropriate Board. Unless otherwise required by Law, all Permitted Unit Mortgagees other than holders of an Institutional Residential Mortgage, shall have no right to participate in the selection of Residential Mortgage Representatives, but such Permitted Unit Mortgagees shall be subject to all determinations made by such Residential Mortgage Representatives pursuant to the Declaration or these By-Laws.

7.6 **Consent of Mortgagees.** Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of any Board, officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner's mortgagor.

7.7 **Compliance with Terms of Lease.** Notwithstanding anything to the contrary set forth herein, no Unit Owner shall mortgage, pledge, or encumber any Unit in violation of the terms of the Lease, and all of the terms and provisions of the Lease applicable to the mortgaging

or encumbering of any Unit shall control to the extent inconsistent with any of the terms of these By-Laws and the Declaration. A Recognized Residential Unit Mortgagee shall comply with the requirements of the Lease imposed upon a Recognized Residential Unit Mortgagee under the Lease.

7.8 **Commercial Unit Mortgagee**. The Commercial Unit Owners shall have the right to mortgage any Commercial Units in accordance with the terms of the Lease and the Boards shall be bound by the provisions of the Lease with respect thereto.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF UNITS

8.1 **Selling and Leasing.** No Residential Unit Owner, other than Declarant or its designee, may sell or lease such Unit Owner's Unit except by complying with the following provisions.

8.1.1 Any Residential Unit Owner who receives a bona fide offer to (a) purchase such Unit Owner's Residential Unit together with its appurtenant Common Interest, or (b) lease such Unit Owner's Residential Unit (such offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which the Offeree Unit Owner intends to accept, shall give notice by certified or registered mail, return receipt requested, to the Residential Board of the receipt of such Outside Offer. Said notice shall include the name and address of the Outside Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or intended occupancy date in the event of a lease) and such other information as such Board may reasonably require. The giving of such notice to the Residential Board, on behalf of all the Unit Owners represented by such Board, together with a copy of the fully executed contract of sale for such Unit, shall constitute an offer by the Offeree Unit Owner to sell such Unit Owner's Residential Unit together with its appurtenant Common Interest or to lease such Unit Owner's Residential Unit to the Residential Board, or its designee, corporate or otherwise, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Offeree Unit Owner to the Residential Board acting on behalf of all Residential Unit Owners that the Offeree Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Residential Board may reasonably request. Not later than twenty (20) days after receipt of such notice together with such information as may have been requested, the Residential Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by hand delivery or by certified or registered mail, return receipt requested, to purchase such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Unit Owners represented by the Residential Board, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

8.1.2 In the event the Residential Board shall timely elect to purchase a Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, then (a) with respect to a purchase, title shall close at the office of the attorneys for the Residential Board, in accordance with the terms of the Outside Offer, within 45 days after the giving of notice by the Residential Board of its election to accept such offer and (b) with respect to a lease, the lease, upon the terms set forth in the Outside Offer, shall be executed and deemed effective on the date the Residential Board elects to accept such offer. Notwithstanding the foregoing, in the event that the closing date with respect to a purchase or the commencement date of the term of the lease, as the case may be, set forth in the Outside Offer, shall be later than 45 days after the giving of notice by the Residential Board of its election to accept the aforesaid offer, the Residential Board shall be required to perform or cause to be performed all of the terms of the Outside Offer (except as otherwise expressly set forth in this Article 8) including, but not limited to, payment of a downpayment or advance rentals and security deposits, as the case may be, and such closing of title or the commencement of the term of the lease shall be the date set forth in the notice to the Residential Board referred to in 8.1.1 as the intended closing date or commencement date, as the case may be. If pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Board may purchase the Residential Unit and assume or take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Residential Unit together with its appurtenant Common Interest is to be sold, shall convey the same to the Residential Board, or to its designee, corporate or otherwise, on behalf of all Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed at the expense of such Offeree Unit Owner, who shall also pay all other taxes arising out of such sale. PILOT (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Board, or its designee, corporate or otherwise, as of the closing date. In the event such Residential Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board, or to its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Board, or its designee, corporate or otherwise, as tenant, covering such Residential Unit, for the rental and term contained in such Outside Offer.

8.1.3 Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

8.1.4 Any lease executed in connection with the acceptance of any Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that it may not be materially modified, amended or extended without the prior consent in writing of the Residential Board, that the tenant shall not assign such Unit Owner's interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Residential Board and that the Residential Board, if permitted by applicable Law, shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of

its obligations under such lease, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

8.1.5 Except as hereinbefore set forth, the form of any such lease executed by the Residential Board or an Outside Offeror shall be a printed, reasonably applicable form of residential lease which is generally approved by the Board which governs the Unit to be leased and is accepted in New York City, such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, and shall contain such modifications as shall be approved in writing by the Residential Board. Any lease executed by the Residential Board as tenant shall provide that the Residential Board may enter into a sublease of the premises without the consent of the landlord.

8.1.6 The foregoing restrictions of this Section 8.1 shall not apply to Unsold Residential Units (including the lease of a Residential Unit to Declarant or its designee) or the Commercial Units (or any commercial condominium units into which the Commercial Unit may hereafter be divided). Declarant or its designee, and the Commercial Unit Owners shall have the right to freely sell their respective Units, or to freely lease all or any part of the Unsold Residential Units or the Commercial Units, as the case may be, without having to first offer the same for sale or lease to any Board, subject only to such restrictions as my be set forth in the Lease or Law.

8.2 **Consent of Residential Unit Owners to Purchase or Lease of Residential Units by Residential Board.** The Residential Board shall not exercise any option hereinabove set forth to purchase or lease any Residential Unit without the prior approval of a Majority of Residential Unit Owners and subject to the right of the Declarant to veto such purchase or lease in accordance with these By-Laws. However, the Residential Board shall have the right to release or waive such option without the prior approval of a Majority of Residential Unit Owners.

8.3 **Sovereign Immunity.** Notwithstanding anything to the contrary set forth above, before any Residential Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, the Residential Board may require that the potential grantee enter into an agreement with the Residential Board, on terms acceptable to the Residential Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Residential Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment

and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Residential Board shall elect, and (iv) permits execution and enforcement of any judgment obtained by the Residential Board. The foregoing provisions do not apply to sales of Unsold Residential Units.

8.4 **No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Unit Owner's Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.4 shall permit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.5 **Release by Residential Board of Right of First Refusal.** The right of first refusal contained in 8.1 may be released or waived by the Residential Board only in the manner provided in Section 8.6. In the event the Residential Board shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit together with its appurtenant Common Interest may be sold, conveyed or leased, free and clear of the provisions of Subsections 8.1.1 and 8.1.2, provided that such sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.2.

8.6 **Certificate of Termination of Right of First Refusal.** A certificate executed by an officer of the Residential Section stating that the provisions of Subsection 8.1.1 have been met by a Residential Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Residential Board, and that as a result thereof the rights of the Residential Board thereunder have terminated (provided that any sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.2), shall be conclusive upon the Residential Board and the Residential Unit Owners in favor of all persons who rely on such certificate in good faith. The Residential Board shall furnish such certificate upon request to any Residential Unit Owner with respect to whom the provisions of Subsection 8.1.1 have, in fact, terminated.

8.7 **Financing of Purchase of Residential Units by Residential Board.** The purchase of any Residential Unit by the Residential Board or its designee, on behalf of all Residential Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Residential Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Residential Board may levy an assessment against each Residential Unit Owner in proportion to such Unit Owner's respective Common Interest, as a Common Charge, and/or the Residential Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation

of any portion of the Property other than the Unit to be purchased together with its (their) appurtenant Common Interest(s).

8.8 **Exceptions.** The provisions of Section 8.1 shall not apply with respect to any lease, sale or conveyance of any Residential Unit together with its appurtenant Common Interest by (a) the Unit Owner thereof to such Unit Owner's spouse, adult children or grandchildren, parents, grandparents, adult siblings or to any one or more of them or to any affiliate of the Unit Owner thereof, (b) Declarant or its designee, (c) the Residential Board, (d) any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or delivering a deed in lieu of such foreclosure, (e) a Recognized Residential Unit Mortgagee or such Unit Owner's nominee, who has acquired title to any Residential Unit at any foreclosure sale of such Unit Owner's Recognized Residential Unit Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit subject to, the provisions of this Article 8 or (f) by or to Landlord as a result of a foreclosure of the lien for Common Charges. In addition, the provisions of Section 8.1 shall not apply to any lease, sale or conveyance of the Commercial Units or any part thereof. The term "affiliate" shall be deemed to be an individual or entity which owns more than 50% of the beneficial interest of such Unit Owner, or an entity with respect to which such Unit Owner owns more than 50% of the legal and beneficial interest. In the event a Unit Owner is not a natural person, the provisions of Section 8.1 shall apply to any lease, sale or conveyance of the beneficial or legal ownership of such Residential Unit Owner to any party which is not an affiliate of the Residential Unit Owner.

8.9 **Gifts and Devises, etc.** Any Residential Unit Owner shall be free to convey or transfer such Unit Owner's Residential Unit by gift, or may devise such Unit Owner's Residential Unit by will or have such Unit Owner's Residential Unit pass by intestacy, without being subject to the restrictions of Section 8.1; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit shall remain subject to, the provisions of this Article 8.

8.10 **Storage Bins**. A Unit Owner may assign its Storage Bin License only to another Unit Owner. Upon conveyance of a Unit, the Residential Board will enter into a new Storage Bin License with the transferee of such Unit, in such form then required by the Residential Board. A Unit Owner may lease a Storage Bin, but only to another Unit Owner, the Residential Board or Declarant, as the case may be and only under such terms as may be required by the Residential Board. In no event may a Unit Owner retain use or rights to a Storage Bin after conveyance or transfer of such Unit Owner's Unit. In the event a Residential Unit Owner elects to terminate a Storage Bin License and does not transfer same to another Residential Unit Owner, the rights to the Storage Bin in question will devolve to the Residential Board which shall have the right to issue a new Storage Bin License to another Residential Unit Owner in its sole discretion.

8.11 **Unauthorized Sales or Leases of Residential Units.** Any purported sale or lease of a Residential Unit consummated in violation of Sections 8.1 or 8.3 shall be voidable at the election of the Residential Board and if the Residential Board shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Residential Board to institute legal proceedings to eject the purported purchaser (in case of an unauthorized sale) or to evict the

purported tenant (in case of an unauthorized leasing), in the name of the said Residential Unit Owner as the owner or landlord, as the case may be. Said Residential Unit Owner shall reimburse the Residential Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

8.12 **Charges Imposed on Sale or Lease of Residential Units.** If permitted by Law, the Residential Board shall be entitled to fix by resolution and collect, before any sale or lease of a Residential Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Residential Board, in connection with the sale or lease. Additionally, the Residential Board may, by resolution adopt a "flip" tax in connection with such sale in order to create a reserve fund which will provide reserves for the Residential Section to use in the future for capital improvements, emergency repairs and working capital. If such charge is/charges are adopted, it shall be added to, and constitute a portion of, Common Charges payable by the selling or leasing Unit Owner. The aforementioned charge shall not apply to the lease of a Residential Unit to Declarant or its designee, to the sale or lease of Unsold Residential Units by Declarant or its designee, or to the sale or lease of Unsold Residential Units by a Recognized Residential Unit Mortgagee of Declarant that acquires title to Unsold Residential Units.

8.13 **Power of Attorney.** At the time of acquiring title to a Residential Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Unit Power of Attorney required by Article 17 of the Declaration, in the form set forth as Exhibit E to the Declaration.

8.14 **Notices Concerning Residential Unit Occupancy.** Within five (5) days following acquisition of a Residential Unit or the commencement of a lease relating thereto, the new Unit Owner or lessor, as the case may be, shall notify the Managing Agent of the Unit involved, the name of the purchaser or lessee and the names of the individuals, as permitted by the By-Laws, who will be using or occupying the Unit. The individuals so designated may be changed by the purchaser or lessor, from time to time, by further notice to the Managing Agent.

8.15 **Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common.** In the event that any Unit shall be acquired by the Residential Board or the Commercial Board, or their respective designees, corporate or otherwise, on behalf of all Residential Unit Owners or all Commercial Unit Owners, as the case may be, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

8.16 **Payment of Assessments.** No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease such Unit Owner's Unit unless and until the Unit Owner shall have paid in full to the appropriate Board all unpaid Common Charges theretofore assessed by said Board against such Unit and until such Unit Owner shall have satisfied all unpaid liens against such Unit Owner's other than Permitted Unit Mortgages and satisfied the requirements relating to such conveyance, mortgage, pledge, hypothecation or lease as set forth in the Lease.

8.17 **Mortgage of Units.** Each Unit shall have the right to mortgage such Unit Owner's Unit subject to the provisions of the Lease and Articles 6 and 7 and Section 8.16, of these By-Laws.

8.18 **Lease or Purchase of Residential Unit or Other Apartment for Superintendent's/Resident Manager Residence.** The Residential Board or the Condominium Board shall have the right to lease or purchase and finance the purchase of a Residential Unit or other apartment for the resident manager's unit (whether or not in the Building) and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease, purchase or financing without the approval of a Majority of Unit Owners.

8.19 **Compliance with Terms of Lease.** Notwithstanding anything to the contrary set forth herein, any conveyance mortgage, pledge or lease of a Unit must comply with and be expressly subject to the terms of the Lease, including, without limitation, the obligation to enter into the Recognition Agreement.

ARTICLE 9

LEASE AND SECURITY FUND

9.1 **Performance of Terms, Covenants and Conditions of the Lease.**

9.1.1 Each Residential Unit Owner shall appoint the Condominium Board and the Residential Board as such Unit Owner's attorney-in-fact for the purpose of paying, performing and observing all of the terms, covenants and conditions of the Lease on the part of the Residential Unit Owner to be paid, performed and observed thereunder. Each Commercial Unit Owner shall appoint the Condominium Board as such Unit Owner's attorney-in-fact for the purpose of paying, performing and observing all of the terms, covenants and conditions of the Lease on the part of the Commercial Unit Owner to be paid, performed and observed thereunder.

9.1.1 Each Board shall be perform the obligations of such Board as may be required of the Tenant under the Lease, including without limitation, those obligations pertaining to the funding and use of the Security Fund and compliance with the maintenance and operational requirements set forth in the Environmental Guidelines.

9.1.2 Each Board, all Unit Owners and each Permitted Unit Mortgagee, respectively, waive the posting of bonds or other security by Landlord in any action to enjoin breach or threatened breach of a Condominium Covenant.

9.2 **Lease and BPCA Requirements to Control.** Notwithstanding anything herein to the contrary, in the event any covenant or term of the Lease or the BPCA Requirements by their nature or effect create a requirement, obligation or limitation upon the Declarant, the Boards, the Unit Owners, or any mortgagee, lessee or sublessee of any of the foregoing, which is different from or greater than the requirements, limitations or obligations of these By-Laws, the terms of the Lease and the BPCA Requirements shall prevail.

9.3 **Amendments to By-Laws.** Notwithstanding anything in these By-Laws to the contrary, no amendment to the By-Laws can be made except in compliance with the terms of the Lease and these By-Laws shall not be amended without the prior written consent of BPCA in any manner that does not conform to the Lease or is materially adverse to any rights, interests or obligations of the Landlord under the Lease, including, without limitation, any such amendment which would purport to (i) limit the obligations of the Condominium Board as Tenant under the Lease or the obligations of the Residential Board under the Lease or the obligations of the Commercial Board under the Lease; (ii) modify the obligations of Unit Owners to pay as a portion of Common Charges, Rent due and owing under the Lease or change any payment or the priority thereof, required to be made to Landlord under the Lease or the manner in which the Condominium Board is obligated to make or maintain payments due to Landlord; (iii) change the number of Condominium Board members, the Board designating such member or the number of votes attributable to such members, or the rights of Landlord to obtain a collateral resignation from Board members and to replace such Board members; (iv) change the method of allocation of Common Charges; (v) permit any unit in the Condominium other than the Residential Units and the Commercial Units; or (v) modify the rights of Landlord as regards a Unit Owner Default.

ARTICLE 10

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Building, the Condominium Board, subject to the provisions set forth below, will arrange, in accordance with the terms of the Lease, for the prompt repair and restoration of such part of the Building so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by the Condominium Board. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be (a) borne and shared by all Unit Owners with respect to any taking of the General Common Elements pro rata, as follows: first, to the Residential Unit Owners and the Commercial Unit Owner in accordance with their respective Common Interests; thereafter, the Condominium Board shall allocate such deficit or surplus, as the case may be, pro rata, to the Residential Unit Owners and to the Commercial Unit Owner, respectively, in accordance with their respective Common Interests; (b) borne and shared by all Residential Unit Owners with respect to any taking of the Residential Common Elements pro rata in accordance with their Common Interests; (c) borne and shared by all Residential Unit Owners having exclusive access to the Residential Limited Common Elements pro rata in accordance with their respective interest in such Residential Limited Common Interests; (d) borne and shared by all Commercial Unit Owners with respect to any taking of the Commercial Common Elements pro rata in accordance with their Common Interests, and (e) borne and shared by all Commercial Unit Owners having exclusive access to the Commercial Common Elements with respect to any taking of the Commercial Limited Common Elements pro rata in accordance with respective interest in such Commercial Limited Common Interests. Notwithstanding any provisions contained herein to the contrary, in the event that "Substantially all of the Premises" is taken or condemned as determined under the Lease, then such repair as described above, shall not be made and the net proceeds of any such award with respect thereto shall be distributed first in accordance with the terms of the Lease with the balance divided among the Unit Owners pro rata

in the same manner as is set forth in (a), (b), (c), (d) and (e) above, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units other than mortgages which are not Permitted Unit Mortgages. As used in this Article 9 the words "promptly resolve" shall mean not more than 60 days from the date of such taking.

ARTICLE 11.

RECORDS AND AUDITS

11.1 **Records.** Each Board or the managing agent for that Board, if any, shall keep detailed records of the actions of such Board, minutes of the meetings of such Board, minutes of the meetings of the Unit Owners for whom such Board serves and financial records and books of account with respect to the activities of such Board, including a listing of all receipts and expenditures. In addition, the Residential Board shall keep a separate account for each Residential Unit, which, among other things, shall contain the amount of each assessment of Common Charges made by the Residential Board against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

11.2 **Audits.** Within four (4) months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by (a) the Residential Board to all Residential Unit Owners, (b) the Commercial Board to all Commercial Unit Owners, and (c) the Condominium Board to the Residential Board and the Commercial Board, and, if so requested, to any Recognized Mortgagee, as the case may be. The cost of such report submitted by (1) the Residential Board, shall be paid by the Residential Unit Owners as a Residential Common Expense, (2) the Commercial Board, shall be paid by the Commercial Unit Owners (other than the BPCA Unit in accordance with the terms of the Lease) as a Commercial Common Expense, and (3) the Condominium Board shall be paid by the Residential Board and the Commercial Board as a General Common Expense.

11.3 **Availability of Documents.** Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 12

ARBITRATION

12.1 **General Procedure**. Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of

appellate jurisdiction located in the County of New York having jurisdiction over the matter. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any arbitration under this Article 12 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen years.

12.2 **Costs and Expenses.** The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants unless otherwise set by the arbitrator. Each disputant will also bear the fees and expenses of such Unit Owner's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute General Common Expenses.

12.3 **Agreement by Parties.** The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 12.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 13

MISCELLANEOUS

13.1 **Waiver.** No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.2 **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

13.3 **Certain References.**

13.3.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

13.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

13.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

13.4 **Severability.** Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

13.5 **Depository**. The Depository shall be a savings bank, a savings and loan association or a commercial bank or trust company which has executed and delivered a Depository Agreement and would qualify as an Institutional Lender (hereinafter defined), designated by the Condominium Board, to serve as Depository pursuant to the Lease, provided all funds held by any Depository pursuant to the Lease shall be held in a segregated, non-commingled interest bearing account or instrument held in New York City. In the event the Condominium Board shall have failed to designate a Depository within ten (10) days after request of the Landlord, Depository shall be the Institutional Lender holding the Mortgage having the highest priority (or, if such Institutional Lender declines to act as Depository, the Institutional Lender holding a Mortgage with the next highest priority which desires to act as Depository), but if there shall be no such Institutional Lender, Landlord shall have the right to designate such Depository. No Person shall serve as Depository unless and until it shall have executed and delivered to Landlord and the Condominium Board a Depository Agreement. In the event the Depository resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Depository in accordance with the terms of this Section. The Condominium Board shall pay the fees and disbursements of any Depository and such fees and disbursements shall constitute a General Common Expense. The Depository shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, and subject to the foregoing requirements, such lender shall be the Depository until its release of all Units from the lien of its mortgage.

13.6 **Successors and Assigns.** Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or, with the consent of Declarant or its designee, any transferee of some or all then Unsold Residential Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Commercial Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Commercial Unit Owners. Subject to the foregoing, Declarant, its designee, and/or the Commercial Unit Owners, as the case may be, shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

13.7 **Covenant of Further Assurances.**

13.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party

such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws 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.

13.7.2 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, and to the Board representing such Unit Owners, stating the reasons why such Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Board which represents such Unit Owner, Board or other party is hereby authorized, as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party. For purposes of this Subsection 13.7.2, the Residential Board shall be deemed to represent the Condominium Board.

13.7.3 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable, and to the Board representing such Unit Owners stating the reasons why such Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

ARTICLE 14

AMENDMENT TO BY-LAWS

14.1 **Amendments by Unit Owners.** Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, BPCA (as provided in Article 9 hereof) or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 66-2/3% (excluding the Common Interest attributable to the BPCA Unit) in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected, (b) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners 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 Residential Unit Owners taken in

accordance with the provisions of these By-Laws and (c) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Commercial Section or the Commercial Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% (excluding the Common Interest attributable to the BPCA Unit) in number and in Common Interest of all Commercial Unit Owners taken in accordance with the provisions of these By-Laws. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, Recognized Mortgagees, any Unsold Residential Units, the Commercial Section or any Commercial Unit Owner, any such amendment, modification, addition or deletion shall be executed by (1) the Residential Board, as attorney-in-fact for the Residential Unit Owners, coupled with an interest, which Residential Board is hereby authorized by such Residential Unit Owners so to act as their attorney-in-fact or (2) the Commercial Board, as attorney-in-fact for the Commercial Unit Owners, coupled with an interest, which Commercial Board is hereby authorized by such Commercial Unit Owners to act as their attorney-in-fact or (3) the Condominium Board, as attorney-in-fact for all Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Declarant or its designee, any Unsold Residential Units, the Commercial Section or the Commercial Unit Owners, (i) no amendment, modification, addition or deletion pursuant to the provisions of clause (a) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Representatives, if any, (ii) no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the respective Residential Mortgage Representatives, if any, and (iii) the provisions of this Section 14.1 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Residential Mortgage Representatives, as the case may be), eighty percent (80%) in number and in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above. Notwithstanding anything to the contrary in these by-laws, no amendment, modification, deletion or addition may be approved by the Unit Owners which would modify, limit or prohibit the usage of the BPCA Unit permitted under the terms of the Lease.

14.2 **Amendments Affecting Declarant or its Designee or the Commercial Unit Owner.** Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of the affected Commercial Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to these by-laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner, (b) without the prior written consent of Declarant 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 these 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 Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Residential Unit, as the case may

be, 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 or Commercial Unit, with respect to any amendment, modification, addition or deletion of or to these by-laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Residential Unit or Commercial Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit or Commercial Unit. Declarant and the Commercial Unit Owners shall have the right to amend the By-Laws, without the consent of any Board or any other Unit Owner, to effectuate the rights otherwise granted to Declarant and the Commercial Unit Owners under the terms of the Declaration and these By-Laws.

14.3 **Amendments Affecting Permitted Unit Mortgagees.** Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or 6.1, 6.2, 6.4.2, 6.4.3, 8.8(d) or (e), or 8.11 shall be effective as against the holder of any Recognized Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

ARTICLE 15

AMENDMENTS CONCERNING COMMERCIAL SECTION

Amendments, modifications, additions or deletions of or to the Declaration, these By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Commercial Section or the subdivision of any Commercial Unit into separate condominium units and/or the offering for sale or lease of all or any portion of the Commercial Units and it is contemplated that in connection therewith the Commercial Board will cause the Declaration, these By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Residential Section, or any Residential Unit Owners, the Commercial Board shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

ARTICLE 16

LEASE AND BPCA REQUIREMENTS

Notwithstanding anything herein to the contrary, in the event any covenant or term of the Lease or the BPCA Requirements by their nature or effect create a requirement, obligation or limitation upon the Declarant, the Boards, the Unit Owners, or any lessee or sublessee of any of the foregoing, which is inconsistent with the requirements, limitations or obligations of these By-Laws, the terms of the Lease and the BPCA Requirements shall prevail. The terms covenants and provisions of these By-Laws are, and at all times shall remain, subject and subordinate to the terms, covenants, conditions and provisions of the Lease. No consent by BPCA to the terms and

provisions of these By-Laws, or any amendment thereto, shall be deemed a waiver or subordination of any provision of the Lease.

SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.

4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.

5. Each Residential Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface of any Terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The type, size 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 Residential Board. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Residential Board. Each Residential Unit Owner shall maintain the exterior of the Unit, including but not limited to the windows and Terraces in an aesthetically pleasing manner as determined in the sole discretion of the Residential Board. The Residential Board shall have the right to establish requirements and limitations regarding the type, color and amount of furnishings that a Residential Unit Owner can place on such Unit Owner's Terrace.

6. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, which approval shall not be unreasonably withheld or delayed. Draperies, curtain or venetian blinds, if installed by a Residential Unit Owner on the windows or sliding glass doors of a Residential Unit must be so maintained at all times so the color visible from outside the such Unit will appear white.

7. No radio, television aerial, satellite, disk or similar devices shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the

Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval, except as may otherwise be provided by Law.

8. No heat, ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.

9. 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 public authorities having jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Commercial Unit. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Residential Unit without the consent of the Residential Board or the Managing Agent. In no event will a Residential Unit Owner be entitled to maintain more than two (2) pets in any Unit without the consent of the Residential Board. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section may be required to use the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying

said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

17. Water-closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Unit.

18. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

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

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Residential Board or the managing agent of the Residential Section may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the

Residential Board or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit 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 has not furnished a key to such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

22. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

23. Complaints regarding the services of the Residential Section shall be made in writing to the Residential Board or to the managing agent of the Residential Section.

24. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board, at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board, be conditional.

25. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board or the Residential Board.

26. Except for the designated Roof Terraces, as permitted under Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the Building.

27. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise, vibrations or odors to be produced upon or to emanate from their Units or any public portions of the Building.

28. No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

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

30. Nothing shall be done or kept in any Residential Unit or in the General or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General or Limited Common Elements.

31. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

32. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of the Residential Board or the managing agent of the Residential Section.

33. In the event that any Residential Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

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

35. There will be no barbecuing in the Residential Units in their Limited Common Elements (including Terraces), or the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Residential Board.

36. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

37. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.

EXHIBIT E

RESIDENTIAL UNIT POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by Battery Place Green, LLC ("Declarant") establishing a plan for condominium ownership of the premises known as The Visionaire and by the street number 70 Little West Street, New York, New York 10280 under Article 9-B of the Real Property Law of the State of New York, dated _____, 20 , and recorded in the New York County Office of the Register of The City of New York on _____, 20 , in Reel _____, page _____, or (b) in the by-laws of The Visionaire (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in The Visionaire which is (are) designated and described as Unit No. ___ in the Declaration and also designated as Tax Lot ____, in Block 16 of Section _____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board and/or the Residential Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Residential Board or Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Residential Unit Owners, to acquire or lease any Residential Unit, together with its Appurtenant Interests, from any Residential Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Residential Unit, together with its Appurtenant Interests, from any Residential Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Residential Unit Owners, to acquire any Residential Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired by them, or to sublease any Residential Unit so leased by them without the necessity of further authorization by the Residential Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) upon determination by the Residential Board, to commence, pursue, appeal, negotiate, settle and/or terminate administrative and certiorari proceedings to obtain reduced PILOT assessments with respect to Residential Units, including retaining counsel and taking any other actions in connection therewith which the Residential Board deems necessary or appropriate, and to execute, acknowledge and deliver, in the name of the undersigned, and as said undersigned's attorney-in-fact, all applications, certifications, petitions and other instruments in furtherance thereof, (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Condominium

Board, with respect to the General Common Elements and the Residential Board with respect to the Residential Section, deem necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the General Common Elements or the Residential Section as the case may be, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Residential Section which the Residential Board deems necessary or appropriate, (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate, (4) to perform, observe, comply with and take any action and/or execute, acknowledge and deliver any instrument which the Condominium Board deems necessary or appropriate in order to comply with the terms of the Lease and (5) to perform and observe the Condominium Covenants applicable to such Unit, including paying Proportionate Rent, applicable to such Unit Owner's Unit.

The acts of a majority of such persons constituting the Residential Board or the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned, do(es) hereby nominate, constitute and appoint the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Units, Commercial Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 20 .

_____

(ACKNOWLEDGMENT)

Unit _____
Title No. _____

RESIDENTIAL UNIT POWER OF ATTORNEY
FOR CONDOMINIUM UNIT

FOR

THE VISIONAIRE

After recording, please return to:

Battery Place Green, LLC
c/o Albanese Organization, Inc.
1050 Franklin Avenue, Suite 200
Garden City, New York 11530

Attn: _____

COMMERCIAL UNIT POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by Battery Place Green, LLC ("Declarant") establishing a plan for condominium ownership of the premises known as The Visionaire and by the street number 70 Little West Street, New York, New York 10016 under Article 9-B of the Real Property Law of the State of New York, dated _____, 20 , and recorded in the New York County Office of the Register of The City of New York on _____, 20 , in Reel _____, page _____, or (b) in the by-laws of The Visionaire (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in The Visionaire which is (are) designated and described as Commercial Unit No. _____ in the Declaration and also designated as Tax Lot ____, in Block 16 of Section ___ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Commercial Board and/or the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Commercial Board or in the name of their designee (corporate or otherwise), on behalf of all Commercial Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Commercial Unit Owners, to acquire or lease any Commercial Unit, together with its Appurtenant Interests, from any Commercial Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Commercial Unit, together with its Appurtenant Interests, from any Commercial Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Commercial Unit Owners, to acquire any Commercial Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Commercial Unit so acquired by them, or to sublease any Commercial Unit so leased by them without the necessity of further authorization by the Commercial Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) upon determination by the Condominium Board, to commence, pursue, appeal, negotiate, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Commercial Units, including retaining counsel and taking any other actions in connection therewith which the Condominium Board deems necessary or appropriate, and to execute, acknowledge and deliver, in the name of the undersigned, and as said undersigned's attorney-in-fact, all applications, certifications, petitions and other instruments in furtherance thereof and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Condominium Board, with respect to the General Common Elements and the Commercial Board with respect to the Commercial Section, deem necessary or appropriate to

comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition, construction, alteration, repair or restoration of the General Common Elements or the Commercial Section as the case may be (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Commercial Section which the Commercial Board deems necessary or appropriate, or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate; (4) to perform, observe, comply with and take any action and/or execute, acknowledge and deliver any instrument which the Condominium Board deems necessary or appropriate in order to comply with the terms of the Lease and (5) to perform and observe the Condominium Covenants applicable to such Unit, including paying Proportionate Rent, applicable to such Unit Owner's Unit.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned, do(es) hereby nominate, constitute and appoint the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Units, Commercial Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 20 .

_____

(ACKNOWLEDGMENT)

Unit _____
Title No. _____

COMMERCIAL UNIT POWER OF ATTORNEY
FOR CONDOMINIUM UNIT

FOR

THE VISIONAIRE

After recording, please return to:

Battery Place Green, LLC
c/o Albanese Organization, Inc.
1050 Franklin Avenue, Suite 200
Garden City, New York 11530

Attn: _____

EXHIBIT F

UNIT MORTGAGE SUBORDINATION AND RECOGNITION AGREEMENT

(Mortgagees)

AGREEMENT, dated as of _____, 20__, (this "Agreement") between THE BOARD OF MANAGERS OF _____, an unincorporated association having an address at _____ (the "Board"), BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY Battery Park City Authority, a body corporate and politic constituting a public benefit corporation of the State of New York having an office at One World Financial Center, New York, New York 10281, (together with its successors, assigns and mortgagees, "BPCA"), [UNIT OWNER], having an address at _____ ("Unit Owner") and [UNIT MORTGAGEE], having an address at _____ (together with its successors and assigns, "Mortgagee").

W I T N E S S E T H:

WHEREAS, BPCA, as ground lessor, and _____ ("Developer"), have entered into that certain Ground Lease dated as of _____, 200__, a memorandum of which dated as of _____, 200__ was recorded on _____, 200__, in Reel _____, Page ____ in the office of the City Register of The City of New York for the County of New York (such lease, as the same may be assigned, amended or restated from time to time, the "Ground Lease") pursuant to which BPCA leased to Developer that certain land described on Exhibit A hereto (the "Land"), together with the improvements to be constructed thereon;

WHEREAS, the leasehold condominium known as _____, having the street address _____ (the "Condominium") was created by that certain declaration dated _____ recorded on _____ in the office of the City Register of The City of New York for the County of New York at Reel ____, Page ____ (the "Declaration") subjecting the ground lessee's interest in the Land and the building and other improvements thereon (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York;

WHEREAS, the Condominium is subject and subordinate to the Ground Lease in all respects;

WHEREAS, the Unit Owner is the Owner of Unit ___ (the "Unit") in the Condominium, Block ____, Lot ____;

WHEREAS, Mortgagee is making [has made] a loan to the Unit Owner secured by a [first] [subordinate] mortgage lien (the "Unit Mortgage") against the Unit Owner's interest in the Unit which is being recorded simultaneously herewith in the sum of $_____;

WHEREAS, each Unit Owner is obligated to pay as part of such Unit Owner's Common Charges "Proportionate Rent" as such term is defined under the Ground Lease and the Declaration; and

WHEREAS, under the terms of the Ground Lease, the Unit Owner may not mortgage the Unit unless the Mortgagee making such loan enters into this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Subordination. Unit Owner and Mortgagee hereby agree and acknowledge that their respective interests in the Unit and the Unit Mortgage are subject to the terms of this Agreement and subject and subordinate to the Ground Lease and to the Condominium Documents.

2. Common Charges. The Board hereby represents that Common Charges for the Unit have been paid through _____. BPCA hereby represents that, to the best of its knowledge, as of the date of this Agreement there is no default in the payment of Proportionate Rent due with respect to the Unit.

3. Priority of Lien.

(a) The parties hereto expressly agree that the interest of the Unit Owner is subject and subordinate to the interest of BPCA, its successors, assigns and mortgagees, under the Ground Lease, and that the interest and rights of Mortgagee in respect of the Unit Mortgage, including the right of Mortgagee to be paid any amount due on account of the Unit Mortgage are subject and subordinate to BPCA's right to be paid Proportionate Rent, together with interest and collection and other costs set forth in the Ground Lease. To the extent that Section 339(z) of the Real Property Law has any application to Proportionate Rent to be paid by the Unit Owner, Mortgagee and the Unit Owner hereby expressly and irrevocably waive for the benefit of BPCA and the Board any rights they may have under or pursuant to said Section 339(z). Mortgagee further agrees and acknowledges that to the extent that the Unit Mortgage is not a first mortgage lien on the Unit, the lien of the Unit Mortgage is subject and subordinate to the Board's right to be paid Common Charges and to BPCA's right to receive all Rental payable under the Ground Lease allocable to the, Unit.

(b) Mortgagee hereby agrees that in the event that it shall at any time receive any funds or proceeds resulting from the foreclosure or enforcement of its lien against the Unit in violation of the priorities of right to payment set forth in Section 3(a) and Section 10 of this Agreement, Mortgagee shall hold such funds in trust for and on behalf of BPCA and shall turn such funds over to BPCA on demand.

4. Default Notices. If, in the case of a default by the Unit Owner in the payment of Common Charges (a "Unit Owner Default"), the Board issues a notice of such Unit Owner Default to the Unit Owner, then the Board shall issue a copy of such notice simultaneously to Mortgagee and to BPCA. The Board agrees for the sole benefit of BPCA that in the event of a

Unit Owner Default, the Board shall give such notice within ten (10) business days after the occurrence thereof and if the Board fails to give such notice, BPCA is permitted, but not obligated, to give such notice to the Unit Owner and the Mortgagee. In the event of a default by the Board with respect to its obligations under the Ground Lease (hereinafter a "Condominium Default") BPCA will give notice thereof to the Board, and the Board shall deliver a copy of such notice to the Mortgagee and to the Unit Owner, (it being agreed that such notice shall be effective notwithstanding any failure by the Board to so deliver copies thereof) provided that if the Condominium Default is a monetary default, BPCA shall also deliver a copy of such default notice to Mortgagee and to the Unit Owner

5. Unit Owner Default. Mortgagee shall have the right to cure a Unit Owner Default, and BPCA shall accept payments from the Mortgagee on behalf of the Unit Owner within thirty (30) days after receipt of the notice of default from the Board or BPCA. If Mortgagee fails to timely cure the Unit Owner Default and if the Board or the Mortgagee fails to institute foreclosure proceedings within ninety (90) days after the issuance of the notice of default described in Paragraph 4 of this Agreement, the Board, the Mortgagee and Unit Owner acknowledge and agree that BPCA shall have the right to institute such proceedings. If, during the pendency of any Legal Proceeding (as hereinafter defined) by BPCA, the Mortgagee remedies the Unit Owner Default, BPCA shall, at the reasonable request of such Mortgagee, discontinue such proceeding.

6. Condominium Default. In the event of a Condominium Default, the Mortgagee shall have a period of forty-five (45) days from the issuance of notice by BPCA as provided in Paragraph 4 of this Agreement, or such longer period as may be granted by BPCA in writing, in its sole discretion, to remedy or cause to be remedied such Condominium Default. In the event of a Condominium Default which cannot by its nature reasonably be cured within such forty-five (45) day period, the Board, the Unit Owners or the Mortgagee may take such actions (the "Unit Owner Action") to be commenced within such forty-five (45) day period and shall thereafter cause such Unit Owner Action, to be prosecuted diligently, continuously and in good faith to completion to cause the Condominium Default promptly thereafter to be remedied. Notwithstanding anything to the contrary set forth above, any Condominium Default will be required to be remedied within one hundred eighty (180) days after the date on which BPCA has given notice as provided in Paragraph 4 of this Agreement (or within such longer period to which BPCA may in its sole discretion consent in writing). If Unit Owner Action is required to remedy a Condominium Default, the Board, the Unit Owner or the Unit Mortgagee, as the case may be, shall notify BPCA thereof and shall keep BPCA fully and currently informed of the status of such Unit Owner Action, the nature and timing of such Unit Owner Action and each step, act or thing done in connection therewith, together with the anticipated completion date of such Unit Owner Action. BPCA acknowledges that Mortgagee is permitted but not required to cure a Condominium Default. No payment by Mortgagee or performance of any terms, conditions, covenants and agreements that are required to be performed by the Board under this Ground Lease by Mortgagee as permitted under this Agreement is intended to limit Mortgagee's rights against the Unit Owner.

7. Notices. All notices, demands or requests made pursuant to, under, or by virtue of this Agreement must be in writing and delivered to the party to whom the notice, demand or request is being made by personal delivery with receipt acknowledged or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, or by FedEx or other similar

reputable national overnight courier service, (a) if to BPCA, at One World Financial Center, New York, New York 10281, Attention: President, with a copy to General Counsel, and with an additional copy to_____;(b) if to the Board,_____, with an additional copy to_____; (c) if to Unit Owner, at _____; and (d) if to Mortgagee, at _____, with an additional copy to_____; or to such other address as any party may from time to time designate by notice given to the other parties in the manner herein provided at least fifteen (15) days prior to such address becoming effective. Every notice is deemed to have been given and served when addressed as provided in the preceding sentence, and when delivered (if delivered by hand), or three business days after the date when deposited with the United States mail, postage prepaid, in the manner aforesaid (if mailed), or one business day after the date when deposited with the courier service (except that a notice designating the name or address of a person to whom any notice, or copy thereof, must be sent is deemed to have been given when same is received).

8. Legal Proceedings. After BPCA's giving of notice as described in Paragraph 4 hereof and the expiration of the time for cure or the time for action by the Board as provided in Paragraphs 5 and 6 hereof (it being agreed that any failure by the Board to deliver to any Unit Owner any copy of a default notice shall not affect BPCA's right to exercise its rights and remedies), BPCA may exercise its rights under the Ground Lease for any Unit Owner Default or any Condominium Default that remains uncured, including, without limitation, the right to prosecute a foreclosure of any statutory lien provided under the Condominium Act, including, without limitation, the lien for Common Charges provided therein (which lien is hereby assigned by the Board to BPCA) or a suit to recover a money judgment (such proceedings are hereinafter referred to as the "Legal Proceedings") against the Unit Owner and the Unit Owner's interest in the Unit. If Mortgagee does not cure a Unit Owner Default as permitted under the Ground Lease and this Agreement, BPCA will have no obligation to Mortgagee with respect to such Unit Owner Default, except that in the event of a transfer or letting of the Unit by BPCA as a result of such Unit Owner Default, whether or not as the result of Legal Proceedings, BPCA shall recognize Mortgagee's rights as lienor as more fully described in Paragraph 10 of this Agreement.

9. Mortgagee Rights to Enforce Lien. BPCA hereby recognizes the rights of Mortgagee as a lienor against the Unit, including Mortgagee's right (a) to foreclose or otherwise enforce its lien against the Unit Owner's interest in the Unit, or to acquire such interest by assignment in lieu of foreclosure, and (b) to transfer its interest therein as provided for in the agreements between Mortgagee and the Unit Owner, subject to BPCA's rights under the Ground Lease and this Agreement, and (c) in any of such events, to have the Unit Owner's interest in the Unit transferred on the books and records of BPCA to Mortgagee's name or the name of its designee.

10. Rights to Proceeds. If BPCA prosecutes Legal Proceedings against the Unit Owner or Mortgagee succeeds to the interest of the Unit Owner in the Unit, BPCA will recognize the rights of the Mortgagee against the proceeds realized by BPCA or by Mortgagee as a result thereof, subject, however, to the priorities as described herein and in Exhibit F of the Ground Lease. Mortgagee shall indemnify BPCA against any loss, damage, claim and expense (including reasonable attorneys' fees and disbursements) which BPCA may incur or suffer by reason of any claim by the Unit Owner regarding Mortgagee's acts and BPCA's acts undertaken upon Mortgagee's request relating to this Agreement. The foregoing indemnity shall continue to apply

to the acts of Mortgagee or its designee from and after any transfer of the Unit to Mortgagee or its designee. BPCA will give Mortgagee prompt notice of any such claim and Mortgagee may contest any such claim in the name and on behalf of BPCA, but at the expense of Mortgagee. BPCA will cooperate with the Mortgagee in such defense and execute all documents and take all acts reasonably required therefor.

11. BPCA's Rights. The terms and provisions hereof are subject to all of the terms and provisions of the Ground Lease, including, without limitation, the terms and provisions of Exhibit F thereof. Except for the express accommodations to the Mortgagee as set forth herein, nothing herein shall be deemed to limit the rights and remedies of BPCA under the Ground Lease in respect of any Condominium Default or Unit Owner Default or any other default thereunder. In the event of any conflict between the terms of the Ground Lease and the terms hereof or of the Condominium Documents, the terms of the Ground Lease shall control.

12. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns, including, without limitation, any party to which Mortgagee may transfer, sell or assign its interest in the Unit Mortgage and its rights thereunder and hereunder. The failure of the Board or of the Unit Owner to execute and deliver this Agreement shall not affect the validity on or enforceability of this Agreement against any party that has executed and delivered this Agreement.

13. Further Assurances. BPCA, the Board, Unit Owner and Mortgagee shall execute and deliver such other further documents and instruments as may be necessary or reasonably requested by any party hereto to carry out and consummate the transactions contemplated by this Agreement.

14. Capitalized Terms. Capitalized terms not defined herein are used as defined in the Ground Lease, and to the extent not defined therein, in the Declaration.

15. Governing Law.

(a) This Agreement and the rights and obligations of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to agreements to be performed entirely within such state (without regard to principles of conflicts of laws). This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(b) Should any term or provision of this Agreement or the application thereof to any Person or circumstances, to any extent, be invalid or unenforceable, the parties hereby agree to modify such term or provision so that the remainder of this Agreement shall not be affected and that the balance of which shall continue to be binding upon the parties hereto with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as are

appropriate to carry out the intent of the parties as embodied herein to the maximum extent permitted by law. The parties expressly agree that this Agreement as so modified shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth herein.

[*The remainder of this page is intentionally left blank*]

* * *

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

THE BOARD OF MANAGERS OF
THE VISIONAIRE

By: _____
Name:
Title:

BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: _____
Name:
Title:

[MORTGAGEE]

By: _____
Name:
Title:

[UNIT OWNER]

By: _____
Name:
Title:

Attachments:
Acknowledgments
Exhibit A - Legal Description

(ACKNOWLEDGMENT)

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in Battery Park City South, in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly line of Second Place with the westerly line of Little West Street;

RUNNING THENCE the following four courses and distances:

1. South 12 degrees 26 minutes 10 seconds East, along said line of Little West Street, 202.76 feet to the corner formed by its intersection with the northerly line of First Place;

2. THENCE North 90 degrees 00 minutes 00 seconds West, along said northerly line of First Place, 102.40 feet to a point therein, distant South 90 degrees 00 minutes 00 seconds East, along said northerly line of First Place, 131.12 feet from the corner formed by the intersection of said northerly line of First Place with the easterly line of Battery Place;

3. THENCE North 12 degrees 26 minutes 10 seconds West, through and across the lands of Battery Park City Authority, parallel with and distant westerly 100.00 feet measured at right angles from the first course of lands herein described, 202.76 feet to a point on the aforesaid southerly line of Second Place, distant therein North 90 degrees 00 minutes 00 seconds East, 111.58 feet from the corner formed by the intersection of said easterly line of Battery Place with said southerly line of Second Place;

4. THENCE North 90 degrees 00 minutes 00 seconds East, along said southerly line of Second Place, 102.40 feet to the point and place of BEGINNING.

EXHIBIT G

COLLATERAL RESIGNATION

To: The Board of Managers of
The Visionaire
70 Little West Street
New York, New York 10280

Battery Park City Authority,
d/b/a Hugh L. Carey Battery
Park City Authority
One World Financial Center
New York, New York 10281
Attention: President

Ladies and Gentlemen:

The undersigned hereby tenders [his] [her] resignation as a member of the Condominium Board (as defined in Exhibit F attached to the Lease) of the Condominium known as The Visionaire, such resignation to be effective upon (x) the occurrence of a Condominium Default, as such term is defined in that certain Ground Lease, dated as of _____, 2006, as it may be amended from time to time (the "Lease"), between Battery Park City Authority, d/b/a Hugh L. Carey Battery Park City Authority, as landlord ("BPCA"), and the Condominium Board of _____, as successor to Battery Place Green, LLC, as tenant, which has not been timely cured by the Condominium Board or any Mortgagee or Unit Mortgagee(s) as provided in Section 7(b) of Exhibit F attached to the Lease, and (y) acceptance of such resignation by BPCA in writing.

Very truly yours,

_____
Name: _____
Address: _____
_____
Phone No.: _____
Fax No.: _____

Date: _____

EXHIBIT H

MANAGEMENT AGREEMENT SUBORDINATION
RECOGNITION AND ATTORNMENT AGREEMENT

THIS MANAGEMENT AGREEMENT SUBORDINATION RECOGNITION AND ATTORNMENT AGREEMENT (this "Agreement"), made as of this ____ day of ____, 20____, among BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York having an office at One World Financial Center, New York, New York 10281 ("Landlord"); [Tenant under the Ground Lease] having an office at [_____] ("Tenant"); and [Name of Manager], a _____ having an office at _____ ("Manager").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Ground Lease dated as of _____, 200__ between Landlord and Tenant, as successor to _____(such lease, as the same may be assigned, amended or restated from time to time, the "Ground Lease"), Tenant is the tenant of a leasehold estate of certain real property known as Site 3 located in Battery Park City, New York, New York, more particularly described on Schedule A attached hereto and made a part hereof (the "Land"), upon which is constructed a building and related improvements (the "Development"), containing residential apartments (the "Tenant's leasehold interest in the Land and the Development are collectively referred to herein as the "Premises");

WHEREAS, a Memorandum of the Ground Lease was recorded on _____ in Reel _____, page ____, in the office of the City Register of the City of New York for the County of New York;

WHEREAS, Tenant [intends to convert] [has converted] the Development to condominium ownership pursuant to the terms of the Ground Lease and desires to retain its affiliate, the Manager, to manage the components of the Development pursuant to the [describe Management Agreement], as from time to time amended, modified or supplemented (the "Management Agreement");

WHEREAS, it is a requirement of the Landlord under the Ground Lease that Tenant and Manager execute and deliver this Agreement to Landlord.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements set forth herein and for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree as follows:

1. Effectiveness. The terms and provisions of this Agreement shall be effective from and after the date hereof, and shall apply to the Management Agreement and any and all

amendments and modifications thereof entered into from time to time by Tenant or its successors and assigns with the Manager or its successors and assigns.

2. Subordination.

(a) Each of Tenant and Manager hereby covenants and agrees that the Management Agreement and Manager's rights thereunder (including, without limitation, Manager's right to receive any fees or compensation thereunder) are, and shall at all times continue to be, subject and subordinate in each and every respect to the Ground Lease, the Master Lease, the Title Matters, all mortgages and any other instruments senior to the Ground Lease and, upon the Condominium Date, to the Condominium Documents. Manager, upon written request from Landlord, shall execute and deliver any further certificate or other instrument which Landlord may reasonably request to confirm said subordination by Manager.

(b) The parties hereto hereby agree that upon the Condominium Date, the Tenant's rights and obligations under the Management Agreement shall automatically, and without the need of any action on the part of any party thereto, be transferred to and assumed by the Condominium Board, as the successor Tenant under the Ground Lease, provided that the rights of Manager thereunder shall at all time be subject and subordinate to the rights of Landlord and its successors and assigns as set forth in subsection (a) above.

3. Estoppel. Manager hereby represents and warrants to Landlord as follows, with the understanding that Landlord is relying on the truth and accuracy of the representations and warranties set forth in this Section 3:

(a) The Management Agreement is unmodified as of the date hereof and is in full force and effect and there are no other agreements between Tenant and Manager that would be binding upon any successor in interest to Tenant other than the Management Agreement.

(b) Manager has received payment in full of all fees due and currently payable to Manager under the Management Agreement.

(c) Manager is not aware of any default by either party under the Management Agreement. As of the date of this Agreement, to Manager's knowledge, Manager has no accrued cause of action, claim or right of offset under the Management Agreement or any defenses to its obligation to perform under the Management Agreement.

4. Rights of Landlord upon Default.

(a) Upon receipt by Manager of written notice from Landlord that an Event of Default has occurred and is continuing under the Ground Lease, Landlord shall have the right to exercise all rights as Tenant under the Management Agreement for so long as such Event of Default is outstanding.

(b) Notwithstanding anything to the contrary contained herein or in the Management Agreement, Landlord shall have the right at any time upon the occurrence of the Termination Event (as defined below) to terminate the Management Agreement, without cause

and without liability and immediately upon receipt of notice, by giving written notice to Manager of its election to do so.

(c) For purposes hereof, the term "Termination Event" shall mean either to occur of (x) the vote at the request of Landlord of a majority of the then Residential Unit Owners (excluding any votes held by Affiliates of the Manager) to terminate the Management Agreement after the occurrence of an Event of Default under the Ground Lease.

5. Attornment. Upon the termination of the Ground Lease, Landlord shall have the right, exercisable at any time within thirty (30) days after such termination, to require Manager to attorn to and to recognize Landlord as successor to Tenant under the Management Agreement, in which case the following provisions shall apply:

(a) Manager shall be bound to Landlord under all of the terms, covenants and conditions of the Management Agreement, or subject to the terms thereof, for the remainder of the term of the Management Agreement, with the same force and effect as if Landlord were the "Owner", under the Management Agreement. Manager shall attorn to and recognize Landlord as "Owner", as applicable, under the Management Agreement, with such attornment being effective and self-operative without the execution of any further instruments. Manager, upon written request from Landlord, shall execute and deliver any certificate or other instrument which Landlord may reasonably request to confirm such attornment by Manager. Landlord and Manager hereby waive the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give Landlord and/or Tenant any right or election to terminate or otherwise adversely affect the Management Agreement or the obligations of Tenant and Landlord thereunder by reason of any termination of the Ground Lease.

(b) Landlord shall succeed to the position, rights and obligations of "Owner", under the Management Agreement; provided however that Landlord shall not be:

(i) liable for any previous act or omission of Tenant under the Management Agreement;

(ii) responsible for any monies then owing by Tenant to the credit of Manager;

(iii) subject to any offsets, claims, counterclaims, demands or defenses which Manager may have against Tenant under the Management Agreement;

(iv) bound by any covenant in the Management Agreement to either (i) undertake or complete any construction of, in or about the Premises (or any part thereof), or in the event of a casualty or condemnation, to restore the Premises (or any part thereof); or (ii) provide any money or credit or concession, by way of an allowance to Manager or otherwise, to or for any such construction or restoration in the case of a casualty or condemnation;

(v) bound by any amendment, or modification or surrender of the Management Agreement, made after the date hereof, to which Landlord shall not have

given its consent in writing which consent shall not be unreasonably withheld or delayed with respect to immaterial amendments and/or modifications; and

(vi) personally liable for the obligations of Tenant under the Management Agreement, it being agreed that Manager shall look solely to the interest of Landlord in the Premises for satisfaction of such obligations.

(c) If Landlord succeeds to the position, rights and obligations of Tenant under the Management Agreement, Landlord shall have the right to assign its interest under the Management Agreement to a third party or parties and, effective on any such assignment, Landlord shall be released from any further liability thereunder.

In the event that Landlord shall, in its sole discretion, elect not to require Manager to attorn to and to recognize Landlord as successor to Tenant under the Management Agreement, then Landlord shall have no obligations whatsoever to Manager, under the Management Agreement or otherwise.

6. Payments to Landlord. Manager and Tenant hereby agree that, following an Event of Default (as defined in the Ground Lease) by Tenant under the Ground Lease of which Landlord has notified Manager in writing, in the event of a demand on Manager by Landlord for the payment to it of any sums due to Tenant under the Management Agreement, Manager shall, and is hereby authorized and directed by Tenant to, pay said sums directly to Landlord for so long as any such Event of Default is continuing; payment of said sums by Manager to Landlord pursuant to such demand shall constitute performance of Manager's obligations under the Management Agreement for the payment of the same to Tenant, to the extent of the payments so made. Manager shall have no obligation to investigate the validity of any such default notices.

7. Leases and Submanagement Agreements Subordinate.

(a) Any lease or sublease entered into by Manager on behalf of Tenant with respect to the Development, or any portion thereof, shall be made expressly subject and subordinate to the Ground Lease, the Title Matters, the Master Lease, all mortgages and any other instruments senior to the Ground Lease, and upon the Condominium Date, to the Condominium Documents.

(b) Any and all submanagement or other agreements entered into by Manager in connection with the Development, or any portion thereof, shall be made expressly subject and subordinate to the Management Agreement, this Agreement, the Ground Lease, the Title Matters, the Master Lease, all mortgages and any other instruments senior to the Ground Lease, and upon the Condominium Date, to the Condominium Documents. Upon termination of the Management Agreement, any parties to any such submanagement agreement shall expressly agree for the benefit of the Landlord that any such submanagement agreement shall be terminated or, at the option of the Landlord, any such submanager or agent shall attorn to the Landlord on substantially the same terms as are set forth in Section 5.

8. Conflict. In the event of any inconsistency between the terms of this Agreement and the terms of the Management Agreement, the terms of this Agreement shall control.

9. Modification. This Agreement may not be modified except by an agreement in writing signed by the parties or their respective successors in interest.

10. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

11. Notices. All notices, demands or requests made pursuant to, under, or by virtue of this Agreement must be in writing and delivered to the party to whom the notice, demand or request is being made by personal delivery with receipt acknowledged or by mailing the same by registered or certified mail, postage prepaid, return receipt requested or by Fed Ex or other similar reputable national overnight courier service: (a) if to Landlord, at One World Financial Center, New York, New York 10281, Attention: President, with a copy to General Counsel, and an additional copy to _____; (b) if to Tenant, _____, with an additional copy to _____; (c) if to Manager, _____, with an additional copy to _____; or to such other address as any party may from time to time designate by notice given to the other parties in the manner herein provided at least fifteen (15) days prior to such address becoming effective. Every notice is deemed to have been given and served when addressed as provided in the preceding sentence, and when delivered (if delivered by hand), or three business days after the date when deposited with the United States mail, postage prepaid, in the manner aforesaid (if mailed), or one business day after the date when deposited with the courier service (except that a notice designating the name or address of a person to whom any notice, or copy thereof, must be sent is deemed to have been given when same is received).

12. Miscellaneous.

(a) This Agreement and the rights and obligations of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to agreements to be performed entirely within such state (without regard to the principles of conflicts of laws).

(b) Should any term or provision of this Agreement or the application thereof to any Person or circumstances to any extent, be invalid or unenforceable, the parties hereby agree to modify such term or provision so that the remainder of this Agreement shall not be affected and that the balance of which shall continue to be binding upon the parties hereto with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as are appropriate to carry out the intent of the parties as embodied herein to the maximum extent permitted by law. The parties expressly agree that this Agreement as so modified shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such

provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth herein.

13. Signature Counterparts. This Agreement may be executed in counterparts, each of which shall deemed an original but all of which taken together shall constitute one and the same Agreement.

14. Capitalized Terms. All capitalized terms used herein which are not otherwise defined shall have the respective meanings ascribed to such terms in the Ground Lease.

15. Further Assurances. Landlord, Tenant and Manager shall execute such documents as may be necessary or reasonably requested by any party hereto to carry out and consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

Landlord:

BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: _____
Name:
Title:

Tenant:

[_____]

By: _____
Name:
Title:

Manager:

[_____]

By: _____
Name:
Title:

Attachments:
Acknowledgments
Schedule A (Legal Description)

(ACKNOWLEDGMENT)

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in Battery Park City South, in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly line of Second Place with the westerly line of Little West Street;

RUNNING THENCE the following four courses and distances:

1. South 12 degrees 26 minutes 10 seconds East, along said line of Little West Street, 202.76 feet to the corner formed by its intersection with the northerly line of First Place;

2. THENCE North 90 degrees 00 minutes 00 seconds West, along said northerly line of First Place, 102.40 feet to a point therein, distant South 90 degrees 00 minutes 00 seconds East, along said northerly line of First Place, 131.12 feet from the corner formed by the intersection of said northerly line of First Place with the easterly line of Battery Place;

3. THENCE North 12 degrees 26 minutes 10 seconds West, through and across the lands of Battery Park City Authority, parallel with and distant westerly 100.00 feet measured at right angles from the first course of lands herein described, 202.76 feet to a point on the aforesaid southerly line of Second Place, distant therein North 90 degrees 00 minutes 00 seconds East, 111.58 feet from the corner formed by the intersection of said easterly line of Battery Place with said southerly line of Second Place;

4. THENCE North 90 degrees 00 minutes 00 seconds East, along said southerly line of Second Place, 102.40 feet to the point and place of BEGINNING.

EXHIBIT I

CONSTRUCTION COMPLETION ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), dated as of the ____ day of _____ by and between ALBANESE & ALBANESE LLP ("Escrow Agent"), BATTERY PLACE GREEN, LLC ("Sponsor") and BATTERY PARK CITY AUTHORITY D/B/A HUGH L. CAREY BATTERY PARK CITY AUTHORITY ("BPCA"),

W I T N E S S E T H

WHEREAS, Sponsor is the tenant under that certain Agreement of Lease with BPCA dated as of _____, as same may be amended from time to time (the "Lease") for the premises known as Site 3 at Battery Park City, also known as _____, _____, New York, New York (the "Premises");

WHEREAS, Sponsor is the sponsor under that certain offering plan dated _____, as amended, to submit the Sponsor's leasehold interest in the Premises to a leasehold condominium regime;

WHEREAS, Sponsor has agreed, pursuant to the Lease, to deposit into escrow (the "Completion Escrow") an amount equal to the excess of (i) 125% of the estimated amount that Sponsor's Architect shall certify from time to time (in the form attached as Exhibit A hereto) will be required to complete the work to be performed at the Premises necessary to effect the Completion of the Building (as defined in the Lease) (such work is defined as the "Work"), over (ii) the amount certified by Sponsor from time to time (as of the date of the Architect's certification described in clause (i) above) to be the remaining unadvanced amount of the building loan for the construction of the Building (such excess is herein referred to as the "Completion Escrow Amount");

WHEREAS, pursuant to the Lease, Sponsor has undertaken various obligations, including, without limitation, the obligation to effect the Completion of the Building, subject to and upon the terms and conditions set forth herein, including, without limitation, the condition that the Letter of Credit (hereinafter defined) shall not be returned to Sponsor or the Escrowed Funds (as hereinafter defined) shall not be paid to Sponsor, so long as any obligations of Sponsor to complete construction under the Lease remain undischarged.

NOW, THEREFORE, the parties hereto agree as follows:

1. Appointment of Agent.

(a) Sponsor hereby appoints Escrow Agent to act as its escrow agent on the terms and conditions hereinafter set forth, and Escrow Agent accepts such appointment.

(b) Simultaneously with the execution of this Agreement, Sponsor has delivered to Escrow Agent, and Escrow Agent hereby acknowledges receipt of, a clean

irrevocable letter of credit (the "Completion Letter of Credit") drawn in favor of BPCA, in form and content acceptable to BPCA, and having a term of not less than one (1) year, payable in United States dollars upon presentation of one or more sight drafts, issued by and drawn on a recognized commercial bank or trust company which is a member of the New York Clearing House Association or which is otherwise satisfactory to BPCA. The last two sentences of Section 3(h)(iii) shall apply with respect to the Completion Letter of Credit. The initial amount of the Completion Letter of Credit shall be in an amount of not less than the Completion Escrow Amount. Except as hereinafter provided, the Completion Letter of Credit shall be replaced without decrease in amount each and every year as provided in Section 3. The failure of Sponsor to replace the Letter of Credit in accordance with Section 3 shall entitle BPCA to request that the Escrow Agent present the Letter of Credit for payment, in which event the proceeds thereof shall be held by Escrow Agent in accordance with the provisions of this Agreement. If Escrow Agent shall obtain the proceeds of the Letter of Credit, Sponsor's failure to renew the Letter of Credit shall not constitute a Default under the Lease. Notwithstanding the foregoing, provided Escrow Agent shall not have presented the Letter of Credit for payment and Sponsor shall have delivered to BPCA updated certifications by the Sponsor's Architect and Sponsor required to determine the then applicable Completion Escrow Amount, Sponsor shall have the right (no more frequently than once a month) to reduce the amount of the Letter of Credit to the Completion Escrow Amount then so determined.

(c) In the event Escrow Agent present the Letter of Credit for payment, Escrow Agent shall hold the proceeds thereof in accordance with the provisions of this Agreement (such proceeds, together with any interest earned thereon, as reduced by disbursements from time to time in accordance with the terms hereof, is hereinafter referred to as the "Escrowed Funds").

(d) Escrow Agent agrees to hold for, and on behalf of, Sponsor or, as applicable, BPCA, the Escrowed Funds and to take such actions with respect to the Escrowed Funds as are provided in Section 2 hereof.

2. Disposition of the Escrowed Funds.

(a) At any time, and from time to time, after the date that Escrow Agent shall have collected the proceeds of the Letter of Credit, subject to the provisions hereof, Escrow Agent shall release to Sponsor such portion of the Escrowed Funds authorized hereunder, upon not less than five (5) business days' written demand therefor made by Sponsor, and subject to the satisfaction of the following conditions:

(i) Sponsor shall deliver to Escrow Agent and BPCA: (A) a written request for the Escrowed Funds or the portion thereof to be disbursed, (B) a certificate from the Architect therefor (the "Architect's Certificate") in the form annexed hereto as Exhibit A (i) confirming that all Work completed through the date of such Architect's Certificate was performed in accordance with the applicable plans and specifications, and the requirements set forth in the Lease (to the extent there are plans, specifications and/or requirements for same); and (ii) certifying the estimated cost to complete that portion of the Work not yet completed as of the date of such Architect's Certificate and (C) a certificate from Sponsor confirming that the amount of the building loan for the

construction of the Building has been fully advanced to Sponsor to pay for the performance of the Work theretofore completed (the date that such building loan is fully advanced is herein referred to as the "Building Loan Full Advance Date").

(ii) The Escrowed Funds held hereunder after any disbursement shall at all times be an amount equal to or greater than 125% of the cost of the Work remaining to be performed at the Premises, as certified by the Architect in the Architect's Certificate delivered to Escrow Agent and BPCA pursuant to clause (i) (the "Minimum Escrow Amount") and no disbursement shall be made that would cause the Escrowed Funds to be less than the Minimum Escrow Amount.

(b) Not earlier than five (5) business days after receipt by Escrow Agent and BPCA of each such demand for the Escrowed Funds or any portion thereof including the certificates required under Section 2(a)(i) hereof, Escrow Agent shall deliver to Sponsor that portion of the Escrowed Funds then being requested by Sponsor, subject to compliance with the terms of this Section 2 including Section 2(c).

(c) In the event BPCA shall dispute the initial amount of the Completion Escrow Amount or any amount sought to be released by Sponsor pursuant to the terms of any Architect's Certificate submitted to Escrow Agent pursuant to of this Agreement, BPCA, within twenty (20) business days of the date hereof or the date of receipt of the disputed Architect's Certificate, may submit the matter for resolution to the architectural firm of SLCE Architects, LLP or such other reputable architectural or engineering firm designated by BPCA and subject to Sponsor's approval, which approval shall not be unreasonably withheld or delayed (the "BPCA Architect"). Except as provided below, nothing contained herein shall restrict the right of the Escrow Agent to disburse the Escrowed Funds requested in accordance with Section 2(a)(i) hereof. If after the Building Loan Full Advance Date the BPCA Architect determines that the Escrowed Funds held by Escrow Agent are less than the Minimum Escrow Amount, Sponsor, within five (5) business days after notification of such determination, shall deposit the shortfall into the Escrow Account, and, following such notification, until such deposit is made no further disbursement from the Escrow Funds shall be made pursuant to Sections 2(a) and 2(b).

(d) In the event that the Sponsor shall fail timely to effect Completion of the Building as provided in the Lease, Escrow Agent shall collect the proceeds of the Letter of Credit in accordance with the provisions of Section 3 if not theretofore collected and shall disburse the same and any remaining Escrowed Funds to BPCA or to any third parties as directed by BPCA, to cover the costs and expenses incurred by BPCA, as reasonably documented, to effect Completion of the Building in accordance with the terms and provisions of the Lease (including, without limitation, any of BPCA's legal, architectural and other costs and expenses) and upon receipt of a certificate by an engineer or architect designated by BPCA, in the form annexed hereto as Exhibit A, (i) certifying the estimated cost to complete the remaining Work and (ii) confirming that the Escrowed Funds remaining in the escrow hereunder after such disbursement are at least equal to 125% of the estimated cost to complete the Work. Notwithstanding the foregoing, the Escrowed Funds shall at all times after the Building Loan Full Advance Date be in an amount equal to or greater than 125% of the cost of the Work remaining to be performed at the Premises, as certified by the Architect in the most recent Architect's Certificate delivered to Escrow Agent.

(e) Notwithstanding anything to the contrary set forth herein, upon completion of the Work, as certified by the Architect, the Letter of Credit and any remaining Escrowed Funds shall be released from escrow by Escrow Agent to Sponsor.

(f) Sponsor and Escrow Agent hereby expressly acknowledge and agree:

(i) that BPCA has had no role whatsoever in the calculation or other determination of the Completion Escrow Amount, and does not have, and shall never have, any obligations to any person or entity whatsoever relating to the adequacy of the Completion Escrow Amount or the performance of the acts secured by the Letter of Credit and the Escrowed Amount, the provisions of this Agreement pertaining to BPCA being intended by all parties to relate only to BPCA's interest pursuant to the Lease in the availability of funds to complete the Work;

(ii) that the establishment of the Completion Escrow is a material condition of BPCA consenting to the first conveyance of a condominium unit at the Premises; and

(iii) that the acknowledgments and agreement contained in this subsection (f) shall not in any way expand the obligations or limit the rights of BPCA under the Lease or otherwise modify the Lease.

(g) Nothing in this Section 2 shall have any effect whatsoever upon Escrow Agent's rights, duties and obligations under Section 4.

(h) Sponsor and Escrow Agent hereby expressly agree that this Agreement shall not be modified, amended or terminated without BPCA's express written consent except as expressly provided herein.

3. Letter of Credit.

(a) Letter of Credit. In addition to the provisions of Section 1, the Completion Letter of Credit delivered by Sponsor to BPCA shall also comply with the provisions of this Section 3 (the Completion Letter of Credit and any Replacement Letter of Credit (hereinafter defined) being herein called the "Letter of Credit").

(b) Presentment of Sight Draft(s) Under Letter of Credit. If Sponsor (i) fails to perform any of Sponsor's obligations under this Section 3 in strict compliance with the requirements of this Section 3 or violates any prohibition contained in this Section 3 or (ii) BPCA has the right to draw upon the Escrowed Funds in whole or in part in accordance with the provisions of Section 2(d), then BPCA shall have the right (in addition to all other rights and remedies provided in this Agreement and the Lease and without BPCA's exercise of such right being deemed a waiver or a cure of Sponsor's failure to perform), without notice to Sponsor, to request that Escrow Agent present for immediate payment sight draft(s) in any amount BPCA elects up to the full amount then available under such Letter of Credit and Escrow Agent shall apply the proceeds thereof in the manner provided in Section 2. Any proceeds not so applied shall be held by Escrow Agent in accordance with the provisions of this Agreement. Escrow Agent's obligations with respect to the presentment of the Letter of Credit, the return of the

Letter of Credit or any proceeds thereof shall be governed by the applicable provisions of this Agreement.

(c) Purpose of Letter of Credit. Sponsor acknowledges that the purpose of the Letter of Credit is to provide sure and certain security for BPCA and that BPCA has accepted the Letter of Credit for that purpose, in place of a cash deposit in the same amount, with the understanding that the Letter of Credit is to be the functional equivalent of a cash deposit. To further assure that the Letter of Credit achieves its intended purpose, the parties agree as set forth below. Sponsor acknowledges that the waivers in this Section 3 constitute a material portion of the inducement to BPCA to accept the Letter of Credit under the terms and conditions of this Section 3, and that BPCA has agreed to accept the Letter of Credit in reliance on Sponsor's waivers in this Section 3. Any breach by Sponsor of the provisions of this Section 3 shall constitute an Event of Default under the Lease.

(d) Waiver of Certain Relief. Sponsor unconditionally and irrevocably waives (and as an independent covenant hereunder, covenants not to assert) any right to claim or obtain any of the following relief in connection with the Letter of Credit:

(i) A temporary restraining order, temporary injunction, permanent injunction, or other order that would prevent, restrain or restrict the presentment of sight drafts drawn under any Letter of Credit or the honoring or payment of sight draft(s) by the issuer of the Letter of Credit (the "Issuer"); or

(ii) Any attachment, garnishment, or levy in any manner upon either the proceeds of any Letter of Credit or the obligations of the Issuer (either before or after the presentment to the Issuer of sight drafts drawn under such Letter of Credit) based on any theory whatever.

(e) Remedy for Improper Drafts. Sponsor's sole remedy in connection with the improper presentment or payment of sight drafts drawn under any Letter of Credit shall be the right to obtain from BPCA a refund of the amount of any sight draft(s) that were improperly presented or the proceeds of which were misapplied, together with interest at the Involuntary Rate and reasonable attorneys' fees, provided that at the time of such refund, Escrow Agent shall have disbursed the Escrowed Funds to BPCA and Sponsor shall have reinstated such Letter of Credit or provided a Replacement Letter of Credit if and as then required under the applicable provisions of this Agreement. Sponsor acknowledges that the presentment of sight drafts drawn under any Letter of Credit, or the Issuer's payment of sight drafts drawn under such Letter of Credit, could not under any circumstances cause Sponsor injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy therefor. In the event Sponsor shall be entitled to a refund as aforesaid and BPCA shall fail to make such payment within ten (10) days after demand, Sponsor shall have the right to deduct the amount thereof together with interest thereon at the Involuntary Rate from the next installment(s) of Base Rent, Percentage Rent and Civic Facilities Payment due under the Lease.

(f) Notices to Issuer. Sponsor shall not request or instruct the Issuer of any Letter of Credit to refrain from paying sight draft(s) drawn under such Letter of Credit.

(g) Assignment. If either BPCA or Sponsor desires to assign its rights and obligations under the Lease in compliance with the provisions of the Lease, then the parties to the Lease shall, at the assignor's request, cooperate so that concurrently with the effectiveness of such assignment, Sponsor shall deliver to Escrow Agent a Replacement Letter of Credit as described in Section 3(h) or an appropriate amendment to such Letter of Credit, in either case identifying as Applicant and Beneficiary the appropriate parties after the assignment becomes effective. The assignor or assignee shall pay the Issuer's fees for issuing such Replacement Letter of Credit or amendment.

(h) Replacement of Letter of Credit. Sponsor shall replace any Letter of Credit with a replacement letter of credit (the "Replacement Letter of Credit") within ten (10) days after the date on which the Issuer delivers any notice purporting to terminate or to decline to renew such Letter of Credit, or expressing any intention to do either of the foregoing. Simultaneously with the delivery by Sponsor to Escrow Agent of a Replacement Letter of Credit complying with the provisions of this Agreement, Escrow Agent shall deliver in accordance with Sponsor's reasonable instructions such Letter of Credit being replaced, provided that at such time no sight draft(s) under such Letter of Credit are outstanding and unpaid. Except as otherwise specifically provided in this Agreement, any Replacement Letter of Credit shall be upon the same terms and conditions as the Letter of Credit replaced, but in any event:

(i) Amount. The amount of each Replacement Letter of Credit shall equal or exceed the amount of such Letter of Credit at the time of replacement, except if a lesser amount is permitted under this Agreement at the time of replacement.

(ii) Dates. The date of the Replacement Letter of Credit shall be its date of issuance. The expiry date of the Replacement Letter of Credit shall be exactly one year later than the expiry date of the Letter of Credit being replaced.

(iii) Issuer. Each Replacement Letter of Credit shall be issued or confirmed, within the meaning of New York Uniform Commercial Code Section 5-102, in its entire amount, by a bank reasonably satisfactory to BPCA or that is a member of the New York Clearing House Association and has assets in excess of $7,500,000,000 and a net worth in excess of $300,000,000. The office for presentment of sight drafts specified in the Replacement Letter of Credit shall be located at a specified street address within the Borough of Manhattan, City of New York or outside the Borough of Manhattan (the "Outside Office") provided that the Issuer agrees, pursuant to the express terms of the Letter of Credit, to accept presentment of sight drafts by facsimile transmission to the Outside Office (and without any requirement that the original sight draft or Letter of Credit be presented or otherwise delivered). If the Issuer so agrees to accept sight drafts by facsimile transmission, then Sponsor shall not be required to cause the Letter of Credit to be confirmed solely on account of the Issuer's office for presentment being located outside of the Borough of Manhattan.

4. Concerning Escrow Agent.

(a) It is expressly understood that Escrow Agent acts hereunder as an accommodation to Sponsor and as a depository only and is not responsible or liable in any

manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form of execution of such instruments or for the identity, authority or right of any person executing or depositing the same or for the terms and conditions of any instrument pursuant to which Escrow Agent or the parties may act.

(b) Escrow Agent shall not have any duties or responsibilities except those set forth herein and shall not incur any liability in acting in accordance with the provisions hereof in reliance upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so.

(c) The duties of Escrow Agent hereunder shall be purely ministerial in nature. Escrow Agent shall not be liable to the other parties hereto, for any action taken or omitted by it or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, Sponsor hereby agrees to indemnify, save and hold Escrow Agent harmless of, from and against any and all loss, damage, claims, liabilities, judgments, and other cost and expense of every kind and nature which may be incurred by Escrow Agent by reason of its acceptance of and its performance under this Agreement (including, without limitation, either attorneys' fees paid to retained attorneys or amounts representing the fair value of legal services rendered to itself). Escrow Agent may act or refrain from acting in respect of any matter referred to herein in reliance upon and with the advice of counsel which may be selected by it, including a member of its firm, and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrow Agent shall be automatically released from all responsibility and liability under this Agreement upon Escrow Agent's delivery, disbursement or deposit of the Letter of Credit or the Escrowed Funds, as the case may be, in accordance with the provisions of this Agreement, except for matters arising hereunder prior to such delivery or deposit.

(e) Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. Escrow Agent may act in reliance upon any instrument or signature reasonably believed by it to be genuine and may assume that any person purporting to give notice or receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. If for any reason there shall be any dispute or uncertainty concerning any action to be taken hereunder, Escrow Agent in the case of dispute, shall take no action, and in the case of uncertainty, shall have the right to take no action until it shall have received written instructions concurred to by BPCA and Sponsor or until directed by a court of competent jurisdiction in the State of New York or by a Federal Court in the State of New York, whereupon Escrow Agent shall take such action in accordance with such instructions or such order.

(f) Escrow Agent (and any successor escrow agent) may at any time resign as such by delivering the Letter of Credit or the Escrowed Funds, as the case may be, not yet delivered to Sponsor to any successor escrow agent jointly designated by the parties hereto in writing, or by depositing the proceeds of the Letter of Credit or the Escrowed Funds, as the case may be, in accordance with appropriate procedures, with any appropriate court of competent jurisdiction in the State of New York, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent will take effect on the earlier of (i) the appointment of a successor or (ii) the day which is 30 days after the date of delivery of its written notice of resignation to the other parties hereto. If at that time Escrow Agent has not received a designation of a successor escrow agent, Escrow Agent's sole responsibility after that time shall be to safekeep the Letter of Credit or the Escrowed Funds, as the case may be, not yet disbursed to Sponsor until receipt of a designation of successor escrow agent or a joint written disposition instruction by the other parties hereto or a final and nonappealable order of an appropriate court of competent jurisdiction in the State of New York.

(g) Escrow Agent shall hold the Escrowed Funds in such commercial paper investments or in such other standard passbook savings accounts, U.S. Government securities, or certificates of deposit, as Escrow Agent may choose. Escrow Agent shall not have any duty to maximize the rate of interest.

(h) Nothing contained in this Agreement shall prevent Escrow Agent from complying with (i) any federal, state or local law, (ii) any order of a court of competent jurisdiction or (iii) the terms of any stay imposed in a bankruptcy or insolvency proceeding or otherwise.

(i) Escrow Agent or any member of its firm, shall be permitted to act as counsel for Sponsor in any dispute between Sponsor and BPCA whether or not Escrow Agent is in possession of the Letter of Credit or the Escrowed Funds and continues to act as Escrow Agent under this Agreement.

5. Termination.

This Agreement shall automatically terminate upon the delivery or disbursement by Escrow Agent of the Letter of Credit or the Escrowed Funds, as the case may be, in accordance with the terms hereof.

6. Notices.

(a) Whenever it is provided in this Agreement that a notice, demand, request, consent, approval or other communication shall or may be given to or served upon any party hereto, and whenever such party shall desire to give or serve upon another any notice, demand, request, consent, approval or other communication with respect hereto or the Premises, each such notice, demand, requests consent, approval or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall be effective for any purpose if given or served as follows:

(i) If to Sponsor, by personal delivery with receipt acknowledged or by mailing the same to Sponsor by registered or certified mail, postage prepaid, return receipt requested by FedEx or other similar reputable national overnight courier service, addressed to Sponsor c/o Albanese Organization, Inc., 1050 Franklin Avenue, Suite 200, Garden City, New York 11530, Attn: Christopher V. Albanese, Executive Vice President, with an additional copy to Albanese & Albanese, LLP, 1050 Franklin Avenue, Suite 500, Garden City, New York 11530, Attn: Arthur L. Colozzi, Esq., or to such other address(es) and attorneys as Sponsor may from time to time designate by notice given to BPCA and/or Escrow Agent as provided herein,

(ii) if to BPCA, by personal delivery with receipt acknowledged or by mailing the same to BPCA by registered or certified mail, postage prepaid, return receipt requested, or by FedEx or other similar reputable national overnight courier service addressed to BPCA at One World Financial Center, New York, New York 10281, Attn: President (with a copy, given in the manner provided above, addressed to the attention of BPCA's General Counsel, at the address set forth above or at such other address as BPCA may from time to time designate by notice to Tenant as aforesaid) with an additional copy to _____, Attn: _____, or to such other address(es) and attorneys as BPCA may from time to time designate by notice given to Sponsor and/or Escrow Agent as provided herein, and

(iii) if to Escrow Agent, by personal delivery with receipt acknowledged or by mailing the same to Escrow Agent by registered or certified mail, postage prepaid, return receipt requested, or by FedEx or other similar reputable national overnight courier service, addressed to Albanese & Albanese, LLP, 1050 Franklin Avenue, Suite 500, Garden City, New York 11530, Attn: Arthur L. Colozzi, Esq., or to such other address(es) and attorneys as Escrow Agent may from time to time designate by notice given to BPCA and/or Sponsor as provided herein.

(b) Every notice, demand, request, consent, approval or other communication hereunder shall be deemed to have been given, or served when delivered, or if mailed, three (3) Business Days after the date that the same shall have been deposited in the United States mails, postage prepaid, in the manner aforesaid (except that a notice designating the name or address of a person to whom any notice or other communication, or copy thereof, shall be sent shall be deemed to have been given when same is received). Any notice sent by Sponsor to BPCA may be sent by Sponsor's agent or attorneys. Notwithstanding the foregoing, any notice given to Escrow Agent shall be effective only upon actual receipt thereof.

7. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease; notwithstanding the foregoing, it is expressly understood and agreed by the parties hereto that all references to the Lease are for the convenience of Sponsor, and that Escrow Agent shall have no obligation or duties with respect thereto.

8. GOVERNING LAW.

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 ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.

9. Successors.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, provided, however, that this Agreement may not be assigned by any party without the prior consent of the other party, which consent shall not be unreasonably withheld.

10. Entire Agreement.

This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

11. Amendments.

Except as expressly provided in this Agreement, no amendment, modification, termination, cancellation or rescission to this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

12. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, taken together, shall be considered one and the same agreement.

13. Severability.

If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

IN WITNESS WHEREOF, the parties have executed and delivered this Escrow Agreement as of the date and year first above written.

ESCROW AGENT:

ALBANESE & ALBANESE LLP

By: _____
Name:
Title:

SPONSOR:

BATTERY PLACE GREEN,LLC
By: Albanese Battery Place, LLC
a Member

By: _____
Name:
Title:

BATTERY PARK CITY AUTHORITY d/b/a
Hugh L. Carey Battery Park City Authority

By: _____
Name:
Title:

EXHIBIT "8"

CERTIFICATION OF SPONSOR AND PRINCIPALS

CERTIFICATION OF SPONSOR AND PRINCIPALS

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

Re: Condominium Offering Plan
The Visionaire
70 Little West Street
New York, New York

Gentlemen:

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 I/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:

Battery Place Green, LLC
By: Albanese Battery Place, LLC, a member

By: _____
Name: Russell C. Albanese
Title: Manager

Sworn to before me this
30 day of Oct., 2006.

Joanne E. McFarland
Notary Public

SPONSOR'S PRINCIPALS:

Sworn to before me this
30 day of Oct., 2006.

Joanne E. McFarland
Notary Public

_____
Russell C. Albanese

Sworn to before me this
30 day of Oct., 2006.

Joanne E. McFarland
Notary Public

_____
Christopher V. Albanese

JOANNE E. MCFARLAND
Notary Public State of New York
No 01MC6119763
Qualified in Nassau County
Term Expires December 6, 2008

Sworn to before me this
27th day of October, 2006.

Notary Public

Dwight Ian Arnesen

CATHERINE ARNETT
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2008

EXHIBIT "9"

CERTIFICATION OF SPONSOR'S ARCHITECT

SLCE*Architects*

CERTIFICATION OF SPONSOR'S ARCHITECT
PURSUANT TO SECTION 20.4(c) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS
AMENDED

841 Broadway
New York, NY 10003
212 979 8400 telephone
212 979 8387 telefax
info@slcearch.com

Peter Claman, AIA
Enzo DePol, AIA
Saky Yakas, AIA
James Davidson, AIA
Luigi Russo, AIA
Robert Laudenschlager, AIA

November 2, 2006

New York State Department of Law
120 Broadway
New York, NY 10271
Attn: Investment Protection Bureau

Re: The Visionaire

The undersigned, a licensed architect in the State of New York, hereby certifies as follows:

The sponsor of the condominium offering plan for the captioned property (the "Property") retained our firm to prepare a report describing the construction of the Property (the "Report"). We have examined the building plans and specifications, dated as of July 14, 2006, that were prepared by SLCE Architects, LLP that were submitted on July 26, 2006 to the Department of Buildings and prepared the Report, dated as of November 2, 2006, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

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 whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire Property as it will exist upon completion of the construction, provided the construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of the construction, provided that the construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

(vi) does not contain any promise or representation as to the future which is beyond reasonable 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 our compensation for preparing this 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 guarantee or warranty of the physical condition of the Property.

SLCE Architects, LLP

By: _____
Name: Enzo DePol, AIA
Title: Partner

REGISTERED ARCHITECT ENZO DePOL No. 019047 STATE OF NEW YORK

Sworn to before me this
2nd day of November, 2006

_____
Notary Public

ELAINE M. BROWN
Notary Public, State of New York
No. 01BR6109247
Qualified in New York County
Commission Expires April 26, 2008

EXHIBIT "10"

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

6 East 43rd Street • New York, NY 10017 • Tel: 212-682-7373 • Fax: 212-682-5441

EXPERT'S CERTIFICATION REGARDING ADEQUACY OF BUDGET

November 1, 2006

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

Re: The Visionaire

Gentlemen:

The Sponsor of the Condominium Offering Plan of the above captioned property retained our firm to prepare Schedule B and review Schedule B-1 (collectively referred to as the "Schedules" containing projections of income and expenses of the Condominium for the first year of operation. Our experience in this field includes the management of over 100 cooperatives and/or condominiums, throughout Manhattan and Queens, and we have been in business for over twenty-five years.

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 Schedules.

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

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

We certify that the Schedules:

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

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

(iii) do not omit any material fact;

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

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

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

(vii) do not contain any representation or statement which is false, where we; (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the 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.

Cooper Square Realty, Inc.

By:

Marc Kotler

Sworn to before me this

2 day of November, 2006

Notary Public

CLAUDIA LYNN DAVIS
Notary Public, State of New York
No. 02DA6136056
Qualified in Kings County
Commission Expires Oct. 31, 2009

EXHIBIT "11"

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER

6 East 43rd Street • New York, NY 10017 • Tel: 212-682-7373 • Fax: 212-682-5441

EXPERT'S CERTIFICATION REGARDING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER

November 1, 2006

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

Re: The Visionaire

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to prepare Schedule B, which includes projections of common charges payable by the owner of the Non-Commercial Units. Our experience in this field includes the management of over 100 cooperatives and/or condominiums, throughout Manhattan and Queens, and we have been in business for over twenty-five years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Commercial Units listed in Schedule B.

We have reviewed Schedule B as it impacts upon the Commercial Units and investigated the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owner of the Commercial Units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such Commercial Units for the projected first year of condominium operation, and that the allocation of common charges attributable to such Commercial Units 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 Units:

(i) set forth in detail the projected common charges for the Commercial Units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the Non-Residential Units;

(iii) do not omit any material fact;

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

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

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

(vii) do not contain any representation or statement which is false, where we; (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Commercial Units for the 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.

Cooper Square Realty, Inc.

By:

Marc Kotler

Sworn to before me this

2 day of November, 2006

Notary Public

CLAUDIA LYNN DAVIS
Notary Public, State of New York
No. 02DA6136056
Qualified in Kings County
Commission Expires Oct. 31, 2009

EXHIBIT "12"

ESCROW AGREEMENT FOR OFFERING PLAN

ESCROW AGREEMENT

AGREEMENT made as of this 30th day of October, 2006, between Battery Place Green, LLC ("Sponsor") as Sponsor of the Plan (defined below) and Albanese & Albanese LLP ("Escrow Agent") as escrow agent.

WHEREAS, Sponsor is the Sponsor of an offering plan for premises known as The Visionaire Condominium, 70 Little West Street, New York, New York (the "Plan"); and

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

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,

WHEREAS, the parties hereto entered into an Escrow Agreement, dated as of September 7, 2006 (the "Prior Agreement"), and they desire to replace the Prior Agreement with this Agreement in order to substitute JPMorgan Chase Bank, N.A., and M&T Bank in place of two other banks designated in the Prior 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.

1. Escrow Agent has established a master escrow account at each of following banks (each, a "Master Escrow Account") for the purpose of holding deposits, down payments, advances or payments (collectively, "Deposits") made by purchasers or subscribers (collectively, "Purchasers") pursuant to the Plan:

(i) HSBC Bank USA, at its branch located at 147 Seventh Street, Garden City, New York 11530, Account No. [redacted].

(ii) North Fork Bank, at its branch located at 330 Old Country Road, Mineola, New York 11501, Account No. [redacted].

(iii) The First National Bank of Long Island, at its branch located at 1050 Franklin Avenue, Garden City, New York 11530, Account No. [redacted]

(iv) JPMorgan Chase Bank, N.A., at its branch located at 106 Seventh Street, Garden City, New York 11530, Account No. [redacted] and,

(v) M&T Bank at its branch located at 845 Franklin Avenue Garden City,

New York 11530, Account No. [redacted]

The name of each Master Escrow Account is "Albanese & Albanese LLP, The Visionaire Escrow Account."

Each of the foregoing banks is referred to as a "Depository.

2. All Deposits will be placed initially in the non-interest bearing checking account portion of the applicable Master Escrow Account established at the Depository in which the applicable Purchaser's Deposit has been deposited. Promptly following Escrow Agent's receipt from each Purchaser of either a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, the Deposit tendered by such Purchaser will be transferred from the non-interest bearing checking portion of the applicable Master Escrow Account to an individual interest bearing sub-escrow savings account in the name of such Purchaser. When the Deposit is released in accordance with the terms of this Agreement and the Plan, 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.

3. Partners or attorneys employed by Escrow Agent are the sole signatories on the Master Escrow Account established at each Depository.

4. The Master Escrow Accounts are not IOLA accounts established pursuant to Judiciary Law Section 497.

5. All interest will be paid or credited to Purchaser at such time as: (i) there is a closing of title under the agreement made between Sponsor and the respective Purchaser pursuant to the Plan (the "Contract of Sale"); or, (ii) Purchaser is entitled to a return of the Deposit. All interest will be paid to Sponsor only if Purchaser defaults under the Contract of Sale.

B. DEPOSITS INTO THE ESCROW ACCOUNT.

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 a Master Escrow Account. All instruments to be deposited into a Master Escrow Account shall be made payable directly to the order of "Albanese & Albanese LLP as Escrow Agent." Endorsed instruments will not be accepted. Any instrument payable other than as required hereby and that cannot be deposited into the applicable 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. Notwithstanding anything to the contrary contained in this Agreement, no portion of this Agreement shall be construed to require that rent or other sums payable under any lease or

other occupancy agreement made between Sponsor and a tenant who is a Purchaser or who may be a potential purchaser, be deposited into a Master Escrow Account.

2. Within ten (10) business days after tender of the Deposit submitted with the Contract of Sale, Escrow Agent shall notify the Purchaser that the funds have been deposited in a Master Escrow Account and said notice shall also indicate the Depository in which said Master Escrow is maintained, provide the account number, and disclose the initial interest rate then payable by the Depository with respect to the individual interest bearing sub-escrow savings accounts. 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.

1. Escrow Agent shall not release the Deposit of a defaulting Purchaser until after consummation of the Plan as defined by the Attorney General's Regulations. Consummation of the Plan does not relieve Sponsor of its fiduciary obligations pursuant to GBL Section 352-h.

2. Escrow Agent shall continue to hold the Deposit in escrow until otherwise directed in (i) a writing signed by both Sponsor and Purchaser or (ii) a determination of the Attorney General or (iii) 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. 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: (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan, or (ii) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

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.

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.

D. RECORDKEEPING.

1. Escrow Agent shall maintain all records concerning each Master Escrow Account for seven years after release of the funds.

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

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.

E. GENERAL OBLIGATIONS OF ESCROW AGENT.

1. Escrow Agent shall maintain each Master Escrow Account under its direct supervision and control.

2. A fiduciary relationship shall exist between Escrow Agent and Purchasers, and Escrow Agent acknowledges its fiduciary obligations.

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.

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. Escrow Agent may rely upon any document or instrument 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 Escrow Agent shall have no liability or responsibility with respect to the form, execution or validity thereof and may assume that the party or parties that signed the applicable document or instrument has been duly authorized to do so.

6. Escrow Agent may consult with legal counsel selected by it including any member of or attorney employed by, associated with, or, of counsel to, Escrow Agent, and the advice of such counsel shall be full and complete authorization and protection to Escrow Agent in respect of any action taken, omitted or refrained from by Escrow Agent hereunder in accordance with the advice of such counsel.

F. RESPONSIBILITIES OF SPONSOR.

1. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver all Deposits received by them prior to the closing of an individual transaction, to an attorney designated by and 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.

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.

3. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or Form W-8BEN, as applicable, from each Purchaser and deliver such form to Escrow Agent together with the Deposit and Contract of Sale.

G. TERMINATION OF AGREEMENT.

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

(a) Written notice given by Sponsor to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor Escrow Agent; or

(b) The resignation of Escrow Agent upon giving notice to Sponsor of its desire to so resign. Such resignation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor Escrow Agent with respect to Deposits held in each Master Escrow Account on the date of such resignation; or

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

2. Sponsor shall cause the amendment pursuant to subdivisions (a) and (b) above to be submitted for filing to the Department of Law within five (5) business days following the date of the notice referred to in subdivision (a) or the date of Escrow Agent's notice of resignation referred to in subdivision (b), as the case may be. Sponsor shall deliver a copy of the amendment to Escrow Agent simultaneously with delivering a copy thereof to the Department of Law and Sponsor shall deliver to Escrow Agent a copy of the letter from the Department of Law accepting said amendment for filing within three (3) business days after the receipt thereof by Sponsor or the successor to Escrow Agent.

3. Upon termination of the duties of Escrow Agent as described in paragraph G(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, assigns and legal representatives.

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 and disbursements incurred by Escrow Agent in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposits. Sponsor shall not be charged with any administrative costs for maintenance of the Master Escrow Accounts. Escrow Agent's fees and disbursements shall not be paid by Sponsor from any Deposit, any interest accruing thereon, or deducted from any 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 reasonable attorneys' fees either paid to retained attorneys or representing the applicable hourly billing rates in effect from time to time for any member of or attorney employed by, associated with, or, of counsel to, Escrow Agent 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.

N. PRIOR AGREEMENT.

This Agreement supersedes and replaces the Prior Agreement and the Prior Agreement shall not have any further force or effect.

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

ESCROW AGENT:
ALBANESE & ALBANESE LLP

By:_____
Name: Gary R. Steinberg
Title: Partner

SPONSOR:

BATTERY PLACE GREEN, LLC
BY: ALBANESE BATTERY PLACE, LLC, A Member

By:_____
Name: Christopher C. Albanese
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-8BEN
CERTIFICATE OF FOREIGN STATUS OF BENEFICIAL OWNER FOR UNITED STATES TAX WITHHOLDING

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: _____
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 not been declared effective.
      [ ] has been declared effective. Approximate date:
   (c) If effective, the plan
      [ ] has closed or the first unit has closed. Approximate date:
      [ ] has not closed.
      [ ] don't know.
   (d) Down payments are secured by
      [ ] escrow account.
      [ ] bonds.
      [ ] letter of credit.

13. Contract information:
    (a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)
    (b) Date on which subscription or Agreement was signed: _____
    (c) Date(s) of down payment(s): _____
    (d) Total amount of down payment(s): _____
    (e) Names and addresses of subscribers or purchasers affected by this application:

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

15. I am contemporaneously sending a copy of this application to the following persons:

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home): _____ (Business) _____

Mailing Address: _____

EXHIBIT "16"

RPL §339-kk

§ 3. The real property law is amended by adding a new section 339-kk to read as follows:
§ 339-KK. RENTS. (A) FOR THE PURPOSES OF THIS SECTION, "NON-OCCUPYING OWNER" SHALL MEAN A UNIT OWNER IN A CONDOMINIUM ASSOCIATION WHO DOES NOT OCCUPY THE DWELLING UNIT.
(B) IF A NON-OCCUPYING OWNER RENTS ANY DWELLING UNIT TO A RENTAL TENANT AND THEN FAILS TO MAKE PAYMENTS DUE FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES FOR SUCH UNIT WITHIN SIXTY DAYS OF THE EXPIRATION OF ANY GRACE PERIOD AFTER THEY ARE DUE, UPON NOTICE IN ACCORDANCE WITH SUBDIVISION (C) OF THIS SECTION, ALL RENTAL PAYMENTS FROM THE TENANT SHALL BE DIRECTLY PAYABLE TO THE CONDOMINIUM ASSOCIATION.
(C) IF THE COMMON CHARGES, ASSESSMENTS OR LATE FEES DUE FOR ANY UNIT HAVE NOT BEEN PAID IN FULL, WITHIN SIXTY DAYS AFTER THE EXPIRATION OF ANY GRACE PERIOD OF THE EARLIEST DUE DATE, THE BOARD OF MANAGERS SHALL PROVIDE WRITTEN NOTICE TO THE TENANT AND THE NON-OCCUPYING OWNER PROVIDING THAT, COMMENCING IMMEDIATELY AND UNTIL SUCH TIME AS ALL PAYMENTS FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES ARE MADE CURRENT, ALL RENTAL PAYMENTS DUE SUBSEQUENT TO THE ISSUANCE OF SUCH NOTICE ARE TO BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION AT THE ADDRESS LISTED ON THE NOTICE. WHERE A MAJORITY OF THE BOARD OF MANAGERS HAS BEEN ELECTED BY AND FROM AMONG THE UNIT OWNERS WHO ARE IN OCCUPANCY, THE BOARD MAY ELECT NOT TO REQUIRE THAT RENTAL PAYMENTS BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION. AT SUCH TIME AS PAYMENTS FOR COMMON CHARGES, ASSESSMENTS AND LATE FEES FROM THE NON-OCCUPYING OWNER ARE ONE AGAIN CURRENT, NOTICE OF SUCH FACT SHALL BE GIVEN WITHIN THREE BUSINESS DAYS TO THE RENTAL TENANT AND NON-OCCUPYING OWNER. THEREAFTER ALL RENTAL PAYMENTS SHALL BE MADE PAYABLE TO THE NON-OCCUPYING OWNER OR A DESIGNATED AGENT. A NON-OCCUPYING OWNER WHO DISPUTES THE ASSOCIATION'S CLAIM TO RENTAL PAYMENTS PURSUANT TO THIS SECTION SHALL BE ENTITLED TO PRESENT FACTS SUPPORTING SUCH OWNER'S POSITION AT THE NEXT SCHEDULED MEETING OF THE BOARD OF MANAGERS, WHICH MUST BE HELD WITHIN THIRTY DAYS OF THE DATE THAT SUCH BOARD RECEIVES NOTICE THAT SUCH OWNER SEEKS TO DISPUTE SUCH CLAIM.
(D) NOTHING IN THIS SECTION SHALL LIMIT ANY RIGHTS OF UNIT OWNERS OR OF THE BOARD OF MANAGERS EXISTING UNDER ANY OTHER LAW OR AGREEMENT.
(E) PAYMENT BY A RENTAL TENANT TO THE CONDOMINIUM ASSOCIATION MADE IN CONNECTION WITH THIS SECTION SHALL RELIEVE THAT RENTAL TENANT FROM THE OBLIGATION TO PAY SUCH RENT TO THE NON-OCCUPYING OWNER AND SHALL BE AN ABSOLUTE DEFENSE IN ANY NON-PAYMENT PROCEEDING COMMENCED BY SUCH NON-OCCUPYING OWNER AGAINST SUCH TENANT FOR SUCH RENT.

§ 4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

§ 5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

CHAP. 422

The Legislature of the STATE OF NEW YORK SS:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
TEMPORARY PRESIDENT OF THE SENATE

SHELDON SILVER
SPEAKER OF THE ASSEMBLY

EXHIBIT "17"

SPECIMEN TITLE POLICY

ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth
A LANDAMERICA COMPANY

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER

[redacted]

SPECIMEN POLICY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest: Wm. Chadwick Perrine
Secretary

By: Janet A. Alpert
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

   (i) to timely record the instrument of transfer; or

   (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the laod.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does oot include any property beyond the lines of the area described or referred to in Schedule A, nor any right , title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothiog herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinioo of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertaio the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company , the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine , inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a)To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses in[illegible] the insured claimant w[illegible]ch were authorized by the Company up [illegible] time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue aoy litigation.

Conditions and Stipulations Continued Inside Cover

ALTA OWNER'S POLICY

SCHEDULE A

Title No.: LSI-NY- Policy No.: SPECIMEN POLICY

Amount of Insurance: $_____

Date of Policy: _____

1. Name of Insured:

   _____

2. The estate or interest in the land described herein and which is covered by this policy is:

   LEASEHOLD CONDOMINIUM UNIT

3. Title to the estate or interest in the land is vested in:

   Leasehold Condominium Unit Deed from Battery Place Green, LLC to _____, dated _____ and recorded on _____ under CRFN_____.

4. The land referred to in this policy is described as follows:

   SEE SCHEDULE A - ATTACHED HEREWITH

Countersigned: _____

Authorized Officer or Agent

ALTA OWNER'S POLICY

SCHEDULE B

Title No.: LSI-NY- Policy No. : **SPECIMEN POLICY**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs , attorney's fees or expenses) which arise by reason of:

1. Covenants, conditions, easements, leases, agreements of record as follows:

   a) Terms, covenants and conditions of Mapping Agreement made between BPC Development Corporation, Battery Park City Authority and The City of New York dated as of 4/23/1982 and recorded on 10/27/1982 in Reel 646, page 700, as amended by Agreement made between Battery Park City Authority and The City of New York, dated as of 9/1/1987 and recorded 9/12/1988 in Reel 1463, page 634.
   Policy insures that the terms covenants and provisions of the Mapping Agreement and Agreement as referenced hereto will not interfere with the erection and maintenance of the proposed improvements described in the Agreement of Lease insured hereunder and that said Agreement of Lease will not be terminated or defeated by reason thereof.

   b) Easements, Terms, Covenants, Conditions and Agreements of Declaration of Easements made among BPC Development Corporation, Battery Park City Authority and The City of New York, dated 5/18/1982 and recorded on 10/15/1982 in Reel 644, page 480.

   c) Terms, covenants, conditions and provisions of Declaration of Covenants and Restrictions made by Battery Park City Authority dated 3/15/1984 and recorded on 3/21/1984 in Reel 776, page 360.

   d) Terms, covenants and conditions in connection with Option to Purchase granted to the City of New York as set forth in Agreement between New York State Urban Development Corporation, BPC Development Corporation, Battery Park City Authority and the City of New York, dated as of 6/6/1980 and recorded on 6/11/1980 in Reel 527 page 153 as amended by Amendment to Option to Purchase made between Battery Park City Authority and The City of New York, dated as of 8/15/1986 and recorded on 10/22/1986 in Reel 1133, page 582, as further amended by Second Amendment to Option to Purchase made between Battery Park City Authority and The City of New York, dated as of 5/18/1990 and recorded 5/30/1990 in Reel 1697, page 294; With regard to the same: Terms, covenants, conditions and provisions of unrecorded Settlement Agreement made between The City of New York and New York State Urban Development Corporation dated as of 6/6/1980 as amended by unrecorded amendment to Settlement Agreement dated 8/15/1986.
   Policy insures that the same will not interfere with the erection and maintenance of the proposed improvements described in the Agreement of Lease, and that the Agreement of Lease between Battery Park City Authority as Landlord and the insured as Tenant will not be defeated by reason thereof.

   e) Terms, covenants and conditions of Restated Amended Agreement of Lease made by and between BPC Development Corporation, as Landlord, and Battery Park City Authority, as Tenant, dated 6/10/1980, as referenced in Memorandum of Restated Amended Agreement of Lease dated as of 6/10/1980 and recorded 6/11/1980 in Reel 527 page 163, which amends, restates and supersedes the Agreement of Lease made by and between The City of New York, as Lessor, and Battery Park City Authority, as Lessee, dated as of 11/24/1969 and recorded 12/26/1969 in Reel 161, page 1, as amended, restated and superseded. (the "Master Lease")

ALTA OWNER'S POLICY

With regard thereto:

1) First Amendment to Restated Amended Agreement of Lease made by and between Battery Park City Authority, as Landlord, and Battery Park City Authority, as Tenant, dated as of 6/15/1983 and recorded 6/20/1983 in Reel 696 page 424.
2) Second Amendment to Restated Amended Agreement of Lease made by and between Battery Park City Authority, as Landlord, and Battery Park City Authority, as Tenant, dated 6/15/1983 and recorded 6/20/1983 in Reel 696, page 432.
3) Third Amendment to Restated Amended Agreement of Lease made by and between Battery Park City Authority, as Landlord, and Battery Park City Authority, as Tenant, dated as of 8/15/1986 and recorded on 10/22/1986 in Reel 1133, page 569.
4) Fourth Amendment to Restated Amended Agreement of Lease made by and between Battery Park City Authority, as Landlord, and Battery Park City Authority, as Tenant, dated as of 5/25/1990 and recorded 5/30/1990 in Reel 1697, page 302.

f) Terms and conditions as set forth in a Distinctive Sidewalk Improvement Maintenance Agreement made by Battery Park City Authority dated 8/27/1990 and recorded 9/17/1990 in Reel 1729, page 389.
With regard thereto:

1) Modification to Distinctive Street Improvement Maintenance Declaration made by Battery Park City Authority dated 7/23/1992 and recorded 7/28/1992 in Reel 1891, Page 1349.

g) Terms and conditions of Memorandum of Lease between Battery Park City Authority and the City of New York, dated 6/30/1991 and recorded 8/2/1991 in Reel 1802, page 198.

h) Terms, covenants and conditions of an Unrecorded Memorandum of Understanding made by and among (1) the Governor of the State of New York, (2) the Mayor of the City of New York and (3) the President and Chief Executive Officer of the New York State Urban Development Corporation and the Battery Park City Authority dated 11/8/79, as referenced in Amendment to Option to Purchase recorded in Reel 1133 page 582.
With regard thereto:

1) Unrecorded Assignment and Assumption Agreement made by and between New York State Urban Development Corporation and BPC Development Corporation, as assignor, and Battery Park City Authority, as assignee, dated 8/12/86, as referenced in amendment to Option to Purchase recorded in Reel 1133 page 582.

2) Unrecorded 1986 Supplemental Memorandum made by and among (1) the Governor of the State of New York, (2) the Mayor of the City of New York and (3) Battery Park City Authority, dated 8/15/86, as referenced in Amendment to Option to Purchase recorded in Reel 1133 page 582.

Policy insures that the same will not interfere with the erection and maintenance of the proposed improvements described in the Agreement of Lease, and that the Agreement of Lease between Battery Park City Authority as Landlord and the insured as Tenant will not be terminated or defeated by reason thereof.

2. Any state of facts, which an accurate Survey of the building and the unit would show, but policy insures that any encroachments by the Insured Unit on any adjoining Unit or on common areas may remain undisturbed as long as it shall stand.

3. Terms, Covenants and conditions set forth in the Declaration of Condominium and By-Laws dated_____ and recorded on _____ under CRFN_____, but policy insures against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9B of the Real Property Law.

ALTA OWNER'S POLICY

Commonwealth Land Title Insurance Co.

Title No: **LSI-NY-**
Policy No: **SPECIMEN POLICY**

Schedule A Description

The Condominium Unit (the "Unit") in the Building known as The Visionaire, located at and known as and by street number, 70 Little West Street in New York, New York, designated and described as Unit No.____ in the Declaration establishing a plan for condominium ownership of said Building and the land upon which it is situate under Article 9-B of the Real Property Law of the State of New York, dated _____ and recorded _____ in the Office of the Register of the City of New York, County of New York under CRFN _____, said Unit also being designated as Tax Lot ____ in Block 16 of Section 1 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the said Building, certified by _____, on_____ and filed in the Real Property Assessment Department of the City of New York on _____as Condominium Plan No. _____ and also filed in the City Register's Office on _____ as Condominium Map No. _____.

Together with an undivided _____ percent interest in Common Elements of the Condominium as described in the Declaration.

The land upon which the Building containing the Unit is situate is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at the intersection of the easterly line of Battery Place (85 feet wide) with the northerly line of Second Place (62 feet wide);

RUNNING THENCE northerly along the easterly line of Battery Place, due north a distance of 198.00 feet to a point formed by the easterly line of Battery Place and the southerly line of now or formerly Third Place;

THENCE along said southerly line of Third Place, due east a distance of 156.80 feet to a point formed by the intersection of the southerly line of Third Place and the westerly line of Little West Street;

THENCE along said westerly line of Little West Street the following three (3) courses and distances:

1) South 12 degrees 23 minutes 50 seconds east, a distance of 112.36 feet;
2) South 12 degrees 14 minutes 40 seconds east, a distance of 24.60 feet;
3) South 12 degrees 26 minutes 10 seconds east, a distance of 65.76 feet to a point, said point being formed by the intersection of said westerly line of Little West Street and the northerly line of Second Place (62 feet wide);

THENCE westerly along said northerly line of Second Place, due west a distance of 200.31 feet to the point or place of BEGINNING.

ALTA OWNER'S POLICY
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth
A LANDAMERICA COMPANY

STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)

Attached to and made a part of Policy No.: **SPECIMEN POLICY**

1. The following is added to the insuring provisions on the face page of this policy:

   "5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:

   "(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."

Nothing herein contained shall be construed as extending or changing the effective date of the policy unless otherwise expressly stated.

This endorsement, when countersigned below by a validating signatory, is made a part of the policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Endorsement to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Dated:

By: Janet A. Alpert
President

Countersigned:

Attest: Wm. Chadwick Persina
Secretary

By: _____
Authorized Office or Agent

ORIGINAL

CONDITIONS AND STIPULATIONS
(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay tha loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

Form B 1190-3

OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/92)

Issued by

Commonwealth Land Title Insurance Company

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Commonwealth

LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
www.landam.com

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Commonwealth Land Title Insurance Company
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with Commonwealth Land Title Insurance Company, and look forward to meeting your future title insurance needs.

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Commonwealth

EXHIBIT "18"

ALTERATION AGREEMENT

ALTERATION AGREEMENT

THIS AGREEMENT made as of this _____ day of _____, _____ by and between The Board of Managers of The Visionaire (the "Board") having an address of 70 Little West Street, New York, New York 10280, Battery Place Green, LLC ("Sponsor"), having an address c/o Albanese Organization, Inc. 1050 Franklin Avenue, Garden City, New York 11530 and _____ (the "Unit Owner") having an address of 70 Little West Street, New York, New York, 10280 (the "Property").

W I T N E S S E T H:

WHEREAS, pursuant to a declaration dated _____ (the "Declaration"), Sponsor submitted the Property to a condominium regime known as The Visionaire (the "Condominium").

WHEREAS, pursuant to the Declaration and the by-laws of the Condominium (the "By-Laws"), Unit Owner has requested permission to install equipment and/or make alterations in Unit ____ (the "Unit") in the building situated on the Property (the "Building"); and

WHEREAS, at least until such time as Sponsor obtains the permanent Certificate of Occupancy for the Building, Sponsor's employees, agents, contractors, subcontractors and suppliers or any of their employees (collectively "Sponsor's Contractors") will be performing work in or delivering material to the Building.

WHEREAS, the Declaration and By-Laws provide that no equipment shall be installed and no alterations shall be made in the Unit without the consent of the Board; and

WHEREAS, Unit Owner desires to obtain such consent;

NOW, THEREFORE, the parties agree as follows:

1. **Unit Owner's Submissions**. Together with this Agreement, Unit Owner is delivering to the Sponsor and the Board:

   a. detailed plans, drawings and specifications for the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Sponsor and/or the Board, have been prepared by a licensed architect or engineer. Such plans, drawings and specifications include a room by room list of the equipment to be installed and the alterations to be made.

   b. a check in the sum of $_____ payable to the Board for the security deposit required to be posted by Unit Owner as provided for in Section 13 of this Agreement (and/or such alternate form of security as may be required by the Board).

c. a check in the sum of $_____ payable to The Marketing Directors, Inc., managing agent for the Building (the "Managing Agent"), as a processing fee in connection with this Agreement.

2. **Review of Plans, Drawings and Specification**. The plans, drawings and specifications submitted by Unit Owner shall be subject to review and approval by Sponsor and/or the Board, in their sole discretion, and may be subject to review and approval by Sponsor's and/or the Board's architect or engineer (collectively the "Designated Engineer"), in the sole discretion of Sponsor or the Board, and Unit Owner shall make such changes in and to such plans, drawings and specifications as Sponsor, the Board or the Designated Engineer shall require in order to obtain such approval, including, without limitation, such changes as may be required to minimize noise or vibrations to surrounding portions of the Building. The term "Plans" as used in this Agreement shall refer to the plans, drawings and specifications as approved in writing by the Sponsor and/or the Board and the Designated Engineer and the term "Work" shall refer to the work called for by the Plans or any other work performed by or on behalf of Unit Owner. After approval by the Sponsor and/or Board and the Designated Engineer, the Plans shall not be modified without the approval of the Sponsor and/or the Board and the Designated Engineer. Notwithstanding any approval of the Plans by the Sponsor and/or Board or the Designated Engineer, Unit Owner shall be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building, and for compliance with applicable laws and codes.

The execution of this Agreement by the Sponsor and the Board does not constitute consent to the work called for by the plans, drawings and specifications submitted by Unit Owner, and the Sponsor and the Board retains all of its rights under this Agreement and the By-Laws to withhold consent. Only written approval of such plans, drawings and specifications, as provided for above, shall constitute the Sponsor's and Board's consent to the Work called for by the Plans, and any such consent shall be subject to the terms of this Agreement.

3. **Pre-Conditions to Commencement of Work by Unit Owner**. Unit Owner shall not commence the Work unless and until all of the following has occurred:

a. The Sponsor and the Board and the Designated Engineer, as same may be required, shall have approved in writing the plans, drawings and specifications submitted by Unit Owner, and Unit Owner shall have received a copy of such approvals.

b. Unit Owner shall have submitted to Sponsor and the Board (i) a designation of the general contractor or construction manager (collectively the "General Contractor") which will be principally responsible for the Work, which designation shall authorize the General Contractor to submit the information more particularly described on the letter annexed hereto as set forth on Exhibit A annexed hereto (the Contractor's Instructions"), (ii) complete copies of all agreements entered into with the General Contractor and all other such contractors, subcontractors and suppliers pertaining to the Work (collectively the

"Subcontractors"), (iii) other than the communications required to be made by the General Contractor in accordance with the terms of the Contractor's Instructions, the name of the party solely authorized to communicate with Sponsor, the Board and the Managing Agent (the "Owner's Representative") (e.g. Unit Owner, General Contractor, Unit Owner's architect) and (iv) telephone numbers for the Owner, the General Contractor and the Unit Owner's Representative, if different from the foregoing. Prior to the commencement of the work, the General Contractor and the Subcontractors shall have been approved in writing by the Board. Notwithstanding the foregoing, prior to the issuance of a permanent Certificate of Occupancy for the Building, Sponsor may require that Work relating to the structural electrical, mechanical, plumbing, sprinkler or HVAC systems of the Building (collectively the "Building Systems") be performed by contractors designated by Sponsor. After the issuance of a permanent Certificate of Occupancy for the Building, the Board may require that Work relating to the Building Systems be performed by contractors designated by the Board.

c. Unit Owner shall have made all required filings with, and received all required permits, approvals, licenses and consents from, all governmental agencies having jurisdiction over the Work (collectively the "Governmental Authorities") including, but not limited to, the New York City Buildings Department, the New York City Fire Department and the Landmarks Preservation Commission, and Unit Owner shall have furnished copies of all such filings, permits, approvals, licenses and consents to Sponsor and to the Board. The determination of the Designated Engineer as to the need for any such filing, permit, approval, license or consent shall be conclusive. As a prerequisite to its approval of the Plans and Specifications, Sponsor and/or the Board may require Unit Owner to furnish a letter from Unit Owner's licensed architect or engineer, certifying that the electrical loads required as a result of the Work, will not adversely affect the Building's electrical service and certifying to such other matters as Sponsor and the Board may require. Sponsor may require that Unit Owner utilize a filing representative or expediter designated by Sponsor to file the Plans and Specifications with the Governmental Authorities.

d. Unit Owner shall have caused each of its contractors to furnish to the Board the insurance policies described on Exhibit B attached hereto or certificates thereof. Such policies (i) shall name the Condominium, the Board, the Board's officers and directors, the Designated Engineer, the Managing Agent, Sponsor and the other Unit Owners, as parties insured, (ii) shall be issued by companies reasonably acceptable to the Board and (iii) shall provide that they may not be cancelled or terminated without at least ten (10) days prior written notice to the Board. Unit Owner shall cause all such insurance policies to be kept in full force and effect until the completion of the Work. In the event that such insurance lapses prior to the completion of the Work, Sponsor and/or the Board will have the right to suspend the Work until Sponsor and/or the Board receives evidence of appropriate insurance and approves such insurance. Sponsor and/or the Board reserves the right to revise the parameters and scope of the insurance requirements

from time to time. Unit Owner and the General Contractor shall be advised, writing, of any such changes.

e. If requested, the Unit Owner's architect or engineer shall have provided to the Board evidence of professional liability insurance in amounts reasonably acceptable to the Board.

f. The Unit Owner's architect or engineer shall have prepared and submitted to the Sponsor and the Board a schedule of all Work to be performed by the General Contractor and each Subcontractor, setting forth the number of weeks and days of the various trades, the anticipated number of workmen involved and affirming that the work can be completed within the time allotted under Paragraph 5d hereof.

g. The General Contractor will be required to attend a start-up meeting approximately two (2) weeks prior to the commencement of the Work. At this meeting the General Contractor will be introduced to Sponsor and other members of the project team. The agenda for the meeting will include a review of the requirements of this Agreement and the General Contractor's construction plan as well as collection of payment to Sponsor of any charges or deposits due hereunder.

4. **Unit Owner to Give Notice Prior to Commencement of Work**. Prior to commencing the Work, the Owner's Representative shall give at least five (5) days' prior written notice to the Designated Engineer, the superintendent of the Building and the Managing Agent of the date on which the Work will commence and the estimated duration of the Work.

5. **Performance of the Work**.

a. **In General**. Unit Owner shall perform the Work strictly in accordance with the Plans in a first-class, workmanlike manner in keeping with the standards of the Building and shall not perform any Work not called for by the Plans. All materials shall be new and of high quality. In performing the Work, Unit Owner shall comply with (i) all applicable laws and codes, (ii) the requirements of all insurance policies covering the Work, the Unit or the Building, (iii) this Agreement, (iv) the By-Laws, (v) the Rules and Regulations of the Condominium, (vi) the requirements of Sponsor and the Board and (vii) any directions given by the Managing Agent, the Designated Engineer or the superintendent of the Building. The Work will not compromise the energy efficiency or increase the energy consumption of the Building, change the number of zoning rooms located within the Unit or materially delay the issuance of a permanent Certificate of Occupancy for the Building without the consent of Sponsor prior to the issuance of the permanent Certificate of Occupancy or the consent of the Board, after the issuance of the permanent Certificate of Occupancy .

b. **Work Hours and Noise**. Unit Owner shall perform the Work diligently and in a manner so as not to disturb other residents of the Building. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of ___ a.m. and ____ p.m.; provided however, that any noisy work which may disturb other residents shall not be performed before ___ a.m. The Work shall not be performed on weekends or holidays. Sponsor, until there are no remaining Unsold Units, and thereafter the Board, shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

c. **Licensing and Labor Harmony**. The General Contractor and the Subcontractors, if any, shall be duly licensed to the extent required by applicable law and Unit Owner shall cause its General Contractor and the Subcontractors, to employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. Unit Owner, the General Contractor and the Subcontractors, expressly acknowledge that Sponsor's contractors and subcontractors will be engaged at the Property to finish construction of the Building (other than the Unit) (the "Sponsor's Work") and Unit Owner, the General Contractor and the Subcontractors agree (i) that the Sponsor's Work shall have priority over the Work and (ii) Unit Owner, the General Contractor and the Subcontractors must coordinate the Work with Sponsor so that no disruption of the Sponsor Work occurs. In the event such disruption occurs, Sponsor reserves the right to immediately close Unit Owner's job site. During all periods of construction, the General Contractor shall conduct or cause to be conducted all labor practices and relations with employees and subcontractors in such a manner as to avoid all strikes, picketing and boycotts of, on or about the Building. The General Contractor further agrees that if during the period of construction any of its employees or employees of its subcontractors strike, or if picket lines or boycotts or other visible activities objectionable to Sponsor are conducted or carried out by or against Sponsor, its contractors or subcontractors or any of their respective employees, on or about the Building or otherwise involving Sponsor, the General Contractor shall (or Sponsor may, but shall not be obligated so to do) immediately close Unit Owner's job site and remove or cause to be removed all personnel therefrom until the dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Sponsor's satisfaction.

d. **Required Completion Date**. Unit Owner shall cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed on or before the date (the "Required Completion Date") which is ___ days (excluding weekends and holidays) after the commencement of the Work. If the Work (other than decorative work as aforesaid) shall not be completed on or before the Required Completion Date, Unit Owner shall pay to the Board, as liquidated damages on account of late completion, the sum of $_____ per day (excluding weekends and holidays) until the Work is completed. The determination of whether the Work is completed shall be made by the Sponsor until such time as there are no longer any Unsold Units and thereafter by the Board, and such determination shall be conclusive. The work shall diligently

proceed to completion in compliance with all plans and specifications and in conformity with all permits and licenses of any governmental authority. All time limitations set forth in this paragraph shall be subject to extension for delays caused by or attributable to acts of God, unusual weather conditions or strikes not attributable to Unit Owner or Unit Owner's General Contractor or Subcontractors or other agents bad faith, no to exceed forty-five (45) calendar days. Notwithstanding the foregoing, if, within six (6) months prior to the expiration of the temporary Certificate of Occupancy , the Board or Sponsor, in their sole discretion, determines that the progression of the Work is such that there is a potential to delay or otherwise hinder the issuance of the permanent Certificate of Occupancy for the Building, the Board or Sponsor, as the case may be, undertake to perform, at Unit Owner's sole cost and expense, those items of work necessary to be completed for the issuance of the permanent Certificate of Occupancy .

e. **Evidence of Completion**. Upon completion of the Work, Unit Owner shall obtain and deliver to Sponsor and the Board (i) a certificate from the architect or engineer who prepared the Plans certifying that the Work has been completed in accordance with all applicable laws and codes and the Plans, and (ii) all required final governmental signoffs and approvals, including if Sponsor or the Board shall require, an amended Certificate of Occupancy and a certificate from the Board of Fire Underwriters. The determination of the Sponsor, until such time as there are no longer any Unsold Units and thereafter the Board, as to whether the Work has been completed and/or the need for an amended Certificate of Occupancy and/or any other applicable governmental signoffs and approvals shall be conclusive.

f. **Security Personnel**. The Board shall have the right, at the sole cost and expense of the Unit Owner, to install or engage or require the Unit Owner to install or engage, security systems or personnel to ensure the safety and well being of persons and property in the Condominium.

g. **"As-Built" Drawings**. Upon completion of the Work, the Unit Owner shall provide the Board with an "as-built" set of drawings for the Unit.

h. **Confidentiality**. Any and all knowledge, information, data, materials, trade secrets and work product regarding the Building, obtained, produced, generated or otherwise acquired by Unit Owner or the General Contractor or their agents, employees and Subcontractors shall be confidential.

6. **Inspection and Correction of the Work**. Sponsor and the Board shall have the right from time to time to inspect or observe the Work and to ensure compliance with the terms of this Agreement, and for this purpose Unit Owner shall provide access to the Unit to Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person Sponsor or the Board may authorize. The General Contractor shall be required to conduct a walkthrough with Sponsor and/or the Board for the purpose of observing the construction of the demising wall and perimeter wall assemblies. After the installation of all framing, insulation and vapor barriers, General Contractor shall notify Sponsor and the Board and schedule a walkthrough to observe such portion of the Work.

The General Contractor may not proceed with installation of gypsum board until written approval of Sponsor and the Board is received. Unit Owner shall promptly make all corrections required by Sponsor or the Board in order to conform to the Plans and the other requirements of this Agreement. If Sponsor or the Board so requires, such corrections shall include the removal and replacement of non-conforming work. Sponsor's or the Board's failure to inspect shall not be considered a waiver of Unit Owner's obligation to comply with this Agreement. If Unit Owner or the General Contractor observes or otherwise becomes aware that the Work or any of their contract documents are at variance with each other or applicable laws, statutes, ordinances, building codes and regulations in any respect or otherwise are inconsistent, the General Contractor shall promptly notify Sponsor and the Board. If, in the sole judgment of Sponsor or the Board, an Emergency exists with respect to the Work, which in Sponsor's or Board's opinion requires immediate corrective action, then Sponsor may, without notice to Unit Owner's Contractor, perform such corrective work or cause it to be performed by others. In such case, any costs (including general conditions and fees) arising from such corrective work will be borne by Unit Owner and/or General Contractor.

7. **Damage or Adverse Effect Caused by the Work**. Unit Owner shall be responsible for any damage to or any other adverse effect upon the Unit or the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, Sponsor and/or the Board may (a) require Unit Owner, at its expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at Unit Owner's expense.

Unit Owner acknowledges that the performance of the Work shall in no event cause any environmental hazards in the Units or the Common Elements (including, without limitation, any environmental hazards such as mold or other bacterial contamination) and that the Unit Owner is obligated at all times (both during and after the performance of the Work) to maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units. In the event a Unit Owner fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

Without limiting the generality of the foregoing, Unit Owner specifically acknowledges that this Section 7 shall be applicable to any damage to the carpeting, wallcoverings or other finishes in the Building's hallways, elevators and other common areas (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged).

If the Managing Agent advises Unit Owner of any damage which, in the Managing Agent's opinion, was caused by the Work, Unit Owner shall promptly submit a claim to Unit Owner's insurance carrier and to Unit Owner's contractor for submission to its insurance carrier, and Unit Owner agrees to use all reasonable efforts, and to cause its

contractor to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this paragraph shall not limit Unit Owner's liability under this Section 7.

8. **Indemnification and Release by Unit Owner**. Unit Owner shall indemnify and hold harmless Sponsor and Sponsor's principals, employees, agents, the Board, the Board's officers, directors and Unit Owners, the Designated Engineer, the Managing Agent, and the other Unit Owners and residents of the Building (the "Indemnified Persons") against any loss, cost, claim, damage (including damage to persons or property) or expense arising out of or related to the Work or any act or omission of Unit Owner, the General Contractor or any Subcontractors, architects, engineers or consultants, including reasonable attorneys fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon. Unit Owner releases the Board, the Sponsor, the Managing Agent and the agents and employees of the foregoing from any from any liability for damage to the portions of the Unit affected by the Work. Notwithstanding anything to the contrary contained in the By-Laws, the Unit Owner accepts sole responsibility for the work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Unit affected by the Work, and acknowledges that such responsibility shall pass to the Unit Owner's successor-in-interest in the Unit. Unit Owner shall also be responsible to deliver to the Board a written agreement in the form of Exhibit C hereto in which Unit Owner's General Contractors agree that they will not make claims for damage within the perils of the insurance referred to in this Agreement and will defend, indemnify and hold harmless the Board, the Board's officers, directors, Sponsor, unit owners, agents, partners, servants, employees, tenants, guests, licensees, invitees and their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners (collectively, the "Indemnitees"), against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the Work unless such injury or loss of life or loss or damage to property was caused by the willful misconduct or gross negligence of the Indemnitee.

Unit Owner hereby acknowledges that it is a condition of this Agreement that no Work may be performed by, or on behalf of Unit Owner until Sponsor, in its sole discretion, determines that the commencement of the Work will not interfere with Sponsor's Work and Sponsor notifies Unit Owner of said determination in writing. At Closing, Unit Owner has accepted the Unit from Sponsor in its "as is" condition, except as may otherwise be provided in accordance with Sponsor's Limited Warranty and the Construction Manager's Limited Warranty, each of which are more specifically described in Sponsor's Offering Plan for the Condominium. Upon commencement of the Work, Unit Owner releases Sponsor and the Board from any and all obligation to perform any additional work in the Unit, including, without limitation, weather tightness of windows, exterior walls or roofs, and work of a "punch list" nature, except such additional work as Sponsor may be obligated to perform in accordance with Sponsor's Limited Warranty. In furtherance thereof, Unit Owner expressly agrees to release and forever discharge Sponsor and its successor and/or assigns and the Board, from all manner of actions, causes of action, suits, debts, dues, sums of money, damages, claims and demands

whatsoever in law or equity, which Unit Owner, its successors and assigns ever had, now have, or may have, now or hereafter upon or by reason of any matter arising from or out of the Work to the Unit.

9. **Unit Owner to Bear All Costs Associated with Work**. Unit Owner shall be responsible for all costs incurred by Unit Owner, Sponsor or the Board in connection with the Work or this Agreement, including, without limitation, the fees and disbursements of any attorney, architect, engineer, consultant or security personnel retained by the Board, the Sponsor or the Unit Owner in connection with the Work or this Agreement. Without limiting the generality of the foregoing, Unit Owner specifically agrees to reimburse Sponsor and/or the Board for all charges of the Designated Engineer for the review of the plans, drawings and specifications submitted for inspection of the Work or otherwise related to the Work or this Agreement. Waivers of the right to lien or otherwise encumber the Building shall be obtained from the General Contractor and all Subcontractors. However, if for any reason whatsoever, any lien is filed for work done, or material alleged to have been furnished in connection with the Work, Unit Owner shall at its sole expense cause such lien to be bonded or otherwise discharged within twenty (20) days after learning of the existence of such lien. If Unit Owner fails to do so or otherwise defaults hereunder, the Board may pay or bond such lien and otherwise exercise all rights and remedies reserved to it in this Agreement and the By-Laws as and for a default thereunder.

10. **Additional Requirements**.

a. **No Change in Building Heating or Air-Conditioning**. Unit Owner recognizes that there will be no change in the operation of the Building's heating system or air-conditioning system to facilitate the functioning of any heating or air-conditioning units which Unit Owner may be installing other than stoppages approved by Sponsor or the Board in order to facilitate and enable Unit Owner to hook-up to the Building's heating and air conditioning systems and or sprinkler system. The General Contractor shall submit to Sponsor a plan and anticipated schedule of any required shut downs, drain downs, etc., of the Building's existing systems prior to the commencement of their work. Failure to submit this plan shall cause the General Contractor to be accountable for all extra costs associated with delays to reschedule shut downs, drain downs, etc., should they occur.

No utility interruption will be permitted without written approval from Sponsor and/or the Board. General Contractor is required to give Sponsor and/or the Board at least seventy-two (72) hours notice before any Building or utility service interruption which affects occupied and unoccupied areas. Each request for such interruption will indicate estimated downtime.

Sponsor and or the Board will schedule the appropriate personnel to perform all drain downs and recharging of building systems. The cost of all services provided by the appropriate personnel shall be paid in advance to Sponsor prior to the commencement of any work. The minimum charge for each and every drain down and recharge will be [$500.00].

b. **Prohibited Construction Methods**. Unit Owner shall not interfere with the Building's intercom, gas, electric, heating, air-conditioning or plumbing system, sprinkler system or any other Building system or service. Unit Owner shall not penetrate any exterior Building wall, attach fasteners in any manner to the exterior building facade or use any pneumatic or power tool such as hammers or other tools which cause excessive vibrations, except with the consent of Sponsor or the Board. Flammable materials are not to be stored within the Building. They must be used and removed the same day.

c. **Accessibility of Valves**. Unit Owner shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then Sponsor or the Board may (i) require Unit Owner, at its expense, promptly to remove such enclosure and/or (ii) remove such enclosure at Unit Owner's expense.

d. **Use of Public and Common Areas During Work**. Unit Owner shall not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris. Electrical and other utility receptacles in the Common Areas may not be utilized to perform any work or power any equipment employed in connection with the Work. Unit Owner shall cause its contractor to cover with construction paper the floor of any back hall to be used in connection with the Work and shall also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wallcoverings or other finishes in the Building's hallways, elevators and other common areas. Only the service elevators may be utilized by for the delivery of materials or supplies.

e. Parking. Parking in front of the Building or in its driveways is strictly prohibited. General Contractor must enter the Building through the designated construction entrance only. No other means of entry shall be permitted. The General Contractor will be expected to check in at the location to be designated by Sponsor or the Board and obtain the required authorization to enter the Building in compliance with the procedures and requirements of Sponsor and the Board. In the event that employees, agents or Subcontractors of General Contractor are in the Building without proper authorization, such individuals will be asked to leave.

f. Safety Precautions. Unit Owner shall maintain functioning fire extinguishers and smoke alarms in the Unit throughout the prosecution of the Work. Unit Owner shall insure that the Work does not block access to any fire exits in the Building. Unit Owner shall install smoke detectors within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York. If a child 10 years old or under lives in the Unit, Unit Owner shall install window guards pursuant to Section 131.15 of the New York City Health Code.

Hard hats must be worn by all construction personnel at all times. Only work shoes or shoes with leather soles will be permitted in the Building. No personnel wearing gym shoes or soft rubber shoes will be allowed into the Building.

The General Contractor shall abide by all other written safety policies or directives established by Sponsor or the Board. The General Contractor is required to establish a written safety program for its operations, as well as the operations of any of its Subcontractors. Such safety program shall be available at the job site for inspection by Sponsor and the Board. Any accidents or injuries that occur on the construction site, no matter how minor, must be reported to Sponsor and the Board within twenty four (24) hours of the occurrence. If an accident or injury occurs due to the existence of a dangerous condition, the General Contractor shall take immediate steps to secure the area in order to protect others from further injury.

g. Unit Owner to Control Refuse, Dirt, Dust. Unit Owner shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and shall place all materials and rubbish in barrels or bags before removing the same from the Unit. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Unit and taken out of the Building at Unit Owner's expense and removal of trash containers shall be scheduled for after 3:30 p.m. unless otherwise directed by the Board, but in no event shall such removal interfere with regularly scheduled building operations. Unit Owner acknowledges and agrees that the trash chute may not be used for such removal and recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Unit Owner shall not permit any dumpster or garbage container to be left outside of the Unit without the written consent of Sponsor or the Board. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits. In the event that Sponsor determines that it is reasonably necessary, Sponsor shall have the option to coordinate and perform trash removal from a central location on individual floors and, in that event, General Contractor will be responsible for its share of the cost thereof, which shall be billed on a regular basis.

h. Installations by Unit Owner. Unit Owner agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by Sponsor or the Board for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of Unit Owner.

i. Deliveries to the Property. Under no circumstances will deliveries be allowed to the Building unless General Contractor has secured the prior written consent of the Sponsor, or the Board, at such time as Sponsor has secured a permanent Certificate of Occupancy for the Building. In addition, all materials must be delivered to the area of the Building as designated by the Board to the Unit Owner.

The General Contractor must be at the Property at the scheduled time of delivery. The delivery vehicle will be allowed to remain at the Property for the time allotted by the prior written consent. No materials will be accepted or unloaded by any

person other then those associated with the General Contractor. Under no circumstances can materials be stored for any length of time at the Property. Delivery vehicles will not be allowed at any time to park, stand, stage, load or unload on any of the streets or alleys adjoining the Building.

If the General Contractor fails to appear at the Property and/or completely unload the delivery within the allotted time, the delivery truck driver will be instructed to leave the Property and the General Contractor will be responsible for any re-delivery charges. Sponsor reserves the right to amend and revise the delivery procedures at any time and from time to time.

j. **Use of Elevators**. The access to and use of the elevator for the delivery of supplies and materials must be requested no less than forty-eight (48) hours in advance of the time that such access and use is required. The request must indicate the period of time that the elevators will be "booked." Unit Owner will be responsible for all costs associated with the operation of the elevator and/or hoisting charges for the period requested. The allocation of elevator "time" shall be made by the Managing Agent, in its discretion, subject to the availability of elevators, but in no event shall such access and use interfere with regularly scheduled building operations.

k. **On-Site Supervision**. The General Contractor shall maintain supervisory personnel on-site at all times when the General Contractor has work in progress on-site. Such personnel shall be (i) fully empowered to coordinate and direct the work of its forces and subcontractors, (ii) trained as safety officers and (iii) in numbers sufficient to properly supervise all work.

l. **Adjacent Premises**. The Board may require that Unit Owner give not less than fourteen (14) days' written notice, setting forth the date the Unit Owner plans to commence the Work and the duration of the Work, to residents in the Units that are adjacent to, above and below the Unit (the "Adjacent Premises") in the form of Exhibit "D" hereto, a copy of which shall be delivered to the Managing Agent or such other form then adopted by the Board.

11. **Unit Owner to Comply with Laws, etc**. Unit Owner shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, casualty or other insurance policies carried by Unit Owner or for Unit Owner's benefit. Unit Owner shall comply with all federal, state and local laws, rules and regulations pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material.

12. **Maintenance and Repair of the Work**. Notwithstanding anything to the contrary contained in the By-Laws, Unit Owner shall be responsible for the maintenance, repair and replacement of the Work and any portions of the Unit affected by the Work, and for all costs incurred by Sponsor or the Board or Unit Owner in connection therewith. Furthermore, Unit Owner releases the Board, the Managing Agent, Sponsor, Sponsor's

agents and employees and the Board's agents and employees from any liability for damage to the Work or any portion of the Unit affected by the Work however arising.

13. **Unit Owner's Security Deposit**. As security for the faithful performance and observance by Unit Owner of the terms and conditions of this Agreement, Unit Owner has deposited the sum indicated in Section l(b) with the Board and/or provided payment and performance bonds and maintenance bonds in an amount established by the Board. Unit Owner agrees that the Board may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Board under this Agreement as determined in the discretion of the Board. If the deposit is diminished by one-half of the original amount, Unit Owner shall replenish it to the full amount within three (3) days after written demand. Unit Owner's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle Sponsor or the Board to stop the Work, and/or exercise any remedies it has hereunder. If Unit Owner shall comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to Unit Owner after completion of the Work. The Board's release of the security deposit shall not constitute acceptance of the Work by Sponsor or the Board, or a waiver of any of Sponsor's or the Board's rights under this Agreement. Any sums due to the Board under this Agreement and not recovered by application of the security deposit shall be deemed obligations chargeable and collectable as additional common charges to the Unit due by Unit Owner to the Board pursuant to the By-Laws.

14. **Security; Construction Locks**. It shall be the General Contractor's responsibility to safeguard its own materials, tools and equipment at all times and to bear the risk of loss and/or damage thereto, and General Contractor hereby waives any claims against any property damage insurance coverage of the Building, Sponsor or the Board. Construction locks will be required and must be provided by the General Contractor. One key to the Unit must be provided to Sponsor and/or the Board for access to the Unit.

15. **Miscellaneous**. This Agreement represents the only agreements between Sponsor, the Board and Unit Owner relative to the subject matter hereto. Sponsor and the Board reserve the right to update and amend the requirements governing the Work from time to time. Any changes will be provided to Unit Owner and General Contractor and General Contractor will be required to acknowledge receipt of such update(s). This Agreement may not be changed orally. None of Sponsor, the Board, Manager or Managing Agent or any of their principals, agents, employees, contractors or subcontractors, will be responsible for failure or inefficient performance of Building Services to the Unit resulting from the Work. Unit Owner acknowledges that it has not relied upon any representations, warranties, architect's plans or statements of any nature whatsoever, whether written or oral, made by Sponsor, Sponsor's selling agent, the Managing Agent, or otherwise, including, without limitation, any representations, warranties, architect's plans, statements or estimates relating to the cost, feasibility, safety or compliance with all legal requirements pertaining to the Work, it being understood that approval of the Plans by Sponsor or the Board is not an express or implied warranty as to any such matter. This Agreement shall be binding on legal representatives, successors and

authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement. SPONSOR, THE BOARD, UNIT OWNER AND GENERAL CONTRACTOR WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT.

16. **Notices, Assignment**. Any notice, request, consent or other communication hereunder shall be in writing and sent by registered mail or certified mail, to Unit Owner at the address given at the beginning of this Agreement and to Sponsor and Board at the respective address given at the beginning of this Agreement, with a copy, in each case to Albanese & Albanese LLP, 1050 Franklin Avenue, Garden City, New York 11530, Attn: Gary R. Steinberg, Esq., or to such other address as either party may hereafter designate to the other in writing. The date of 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. If, at any time, Unit Owner shall require the consent or approval of Sponsor or the Board to any proposed action hereunder, Unit Owner shall make a written request therefor, requesting such consent or approval. In no event whatsoever may Unit Owner rely on any consents, approvals, communications, statements or notices given by any person (including, without limitation, the Managing Agent or the superintendent of the Building or any representative of either) who is not a member of Sponsor, or the Board or which are not in writing. This Agreement may not be assigned by Unit Owner.

17. **Amendment to Condominium Documents**. If the Work involves the combination or subdivision of a Unit or Units, upon completion of the Work and upon receipt of all applicable certifications and approvals, the Board agrees to amend the Declaration of the Condominium ("Declaration") and the Condominium Floor Plans ("Floor Plans") to reflect the modifications to the Unit. Unit Owner agrees to provide the Board with all information and execute all documentation required to amend the aforesaid documents and to pay all costs incurred by the Board or otherwise associated with the amendment of the Declaration and Floor Plans.

18 **Assumption by Purchaser**. The Unit Owner (a) shall advise the person or persons to whom it transfers the Unit ("Purchaser") of the Work undertaken by the Unit Owner pursuant to this Agreement; (b) shall provide copies of the Plans and this Agreement to the Purchaser; and (c) shall cause the Purchaser to execute and deliver to the Condominium Board an agreement substantially in the form of Exhibit C hereto pursuant to which the Purchaser shall assume all of the obligations of Unit Owner under this Agreement, including the obligation under this Section with respect to any transfer of the Unit by the Purchaser.

The Unit Owner hereby waives any claim against the Condominium Board on account of (a) the Condominium Board advising a potential Purchaser of the provisions of this Agreement, including this Section and/or (b) refusing to accept the sales package with respect to its waiver of its right of first refusal unless and until such potential Purchaser shall execute and deliver to the Condominium Board an agreement in the form of Exhibit C hereto.

19. **Unit Owner's Breach and Board's and Sponsor's Remedies**. Any breach by Unit Owner of any of the provisions of this Agreement shall constitute a breach of the Declaration and By-Laws and shall entitle the Board to exercise all of the rights and remedies therein provided. In addition, the Board shall also have the right (a) to suspend the Work and prevent workers from entering the Unit for any purpose other than to remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to complete or remove all or any part of such Work and restore the Unit to its condition prior to the commencement of the Work at Unit Owner's sole cost and expense, and/or (d) to exercise any of the rights and remedies provided for herein. The remedies provided for herein and in the By-Laws shall not be exclusive and the Board shall also be entitled to exercise any of the remedies provided by applicable law.

The Board and Unit Owner acknowledge that Sponsor is the Sponsor of the offering plan for the Property, pursuant to which Sponsor has certain obligations to complete the Building and that a breach by Unit Owner of any of the provisions of this Agreement could adversely affect Sponsor's ability to perform its obligations. Accordingly the Board hereby assigns to Sponsor all of the rights of the Board pursuant to the Declaration and the By-Laws as may asserted with respect to the Work and this Agreement until such time as Sponsor has obtained a permanent Certificate of Occupancy for the Building. Until such time as Sponsor has obtained a permanent Certificate of Occupancy for the Building, the Board shall not consent to any request hereunder which would have the effect of delaying or interfering with or increasing the cost to perform the Sponsor's Work.

Notwithstanding anything to the contrary set forth herein, to the extent notices or documents are required to be delivered to Sponsor or the consent or approval of Sponsor is required hereunder, such delivery, consent or approval shall not be required after such time as Sponsor no longer owns any Unsold Units in the Building. Sponsor, in its sole discretion, may waive its right, in writing, to receive notices or give approvals or consents hereunder.

IN WITNESS WHEREOF, Unit Owner, Sponsor and the Board have executed this Agreement.

THE BOARD OF MANAGERS
OF THE VISIONAIRE

By: _____
Name:
Title:

_____
UNIT OWNER

BATTERY PLACE GREEN, LLC
By: ALBANESE BATTERY PLACE, LLC,
a member

By:_____
Name: Russell Albanese
Title: Manager

EXHIBIT A

Date

The Board of Managers
The Visionaire
c/o _____

_____
New York, New York _____

Re: Unit ___ (the "Unit")
_____ (the "Unit Owner")
The Visionaire (the "Condominium")
70 Little West Street
New York, New York 10280 (the "Property")

Gentlemen:

The undersigned acknowledges being the general contractor for the Work to be performed in the referenced Unit ("Contractor") pursuant to the Plans, as such terms are defined in the alteration agreement (the "Alteration Agreement") entered into between The Board of Managers of the Condominium (the "Board"), the above referenced Unit Owner and Battery Place Green, LLC ("Sponsor") Contractor acknowledges that it has received a copy of the Alteration Agreement (including. without limitation, the Contractor's Instructions annexed thereto), the Declaration, By-Laws and Rules and Regulations of the Condominium (collectively the "Requirements") and has reviewed the Requirements, understands them and will in all cases abide by all of the terms, conditions and requirements contained herein while completing the Work at the Building on behalf of Unit Owner. Contractor will be responsible for conveying these Requirements to any of its employees, suppliers and subcontractors who will be bound by these Requirements. Contractor will incorporate by reference the terms hereof into any contract or agreement with any Subcontractor employed by or retained by Contractor in connection with the Work and will deliver copies of all such subcontracts to the Board and/or Sponsor upon request. In all cases, Contractor will be solely responsible for the compliance of its employees, suppliers and subcontractors with the Requirements.

Contractor agrees that it will not make any claim against, or seek to recover against the Board, the Board's officers, directors, Sponsor, other unit owners, servants, agents, partners, guests, licensees, invitees, tenants or employees or any of their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners of the foregoing (collectively, the "Indemnitees") for any damage to persons or property by the perils within the scope of the policies described in the Alteration Agreement, unless the loss or damage is due to the gross negligence or willful misconduct of the Indemnitees. Contractor further agrees to defend, indemnify and hold harmless the Indemnitees against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in anyway relating to the performance of the Work, unless such injury or loss of life or loss or damage to property is caused by the gross negligence or willful misconduct of the Indemnitees.

Contractor agrees:

(A) Prior to the commencement of the Work, Contractor shall have submitted to the Board a list containing the names of all contractors, subcontractors and suppliers (collectively the "Subcontractors') which will be performing the Work or providing materials and supplies with respect thereto. Such list (the "Subcontractor's List") must be updated within forty-eight (48) hours after any additional Subcontractors are engaged or retained. The General Contractor must submit notification to the Managing Agent (each a "Notice") containing the name of any Subcontractor requiring access to the Property in furtherance of the Work, no less than forty-eight (48) hours in advance of the time that such access is required. The Notice shall include (a) the list of the individuals employed by the Subcontractor (the "Subcontractor's Employees") and (b) the period of time that the Subcontractor seeks to "book" the elevators to bring the Subcontractor's Employees and materials and supplies to the Unit. No Subcontractor will be permitted access to the Building unless the name of such Subcontractor is on the Subcontractor's list and a copy of the subcontract for such Subcontractor has been provided to the Board. The General Contractor acknowledges that the allocation of elevator "time" shall be made by the Managing Agent, in its discretion, subject to the availability of elevators.

(B) Each Subcontractor's Employee identified in the Notice will be given an access pass. Such pass must be worn by the Subcontractor's Employees whenever they are in the Building and must be returned at the end of each work day. All persons gaining access to the work site must wear hard hats and such other safety gear as may be required by Sponsor or the Board.

(C) The party to whom communications are required to be made hereunder and under the Alteration Agreement, including, without limitation, the submission of the Subcontractor's List and the Notices is _____. The Managing Agent reserves the right to change the aforementioned individual upon written notice to the General Contractor and Unit Owner.

Any terms not otherwise defined in this letter will have the meaning ascribed thereto in the Alteration Agreement. By execution of this letter below, the General Contractor hereby acknowledges and agrees to the foregoing and agrees to comply with those provisions of the Alteration Agreement which are the obligation of the General Contractor to perform.

[GENERAL CONTRACTOR]

By: _____

Name:

Title:

EXHIBIT B

Each of Unit Owner's contractors shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Board, licensed to do business in the State of New York, and all such policies shall name the Board, the Board's officers, directors and Unit Owners, the Designated Engineer, Sponsor and the Managing Agent as additional named insureds. No diminution of limits of insurance will be permitted.

(i) **WORKER'S COMPENSATION** as required by law together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.

(ii) **COMMERCIAL GENERAL LIABILITY** including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Section 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B(l) is to be deleted). The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Board's consent.

$1,000,000 BODILY INJURY & PROPERTY DAMAGE[1]*
(combined single limit)

(iii) **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles:

$1,000,000 BODILY INJURY & PROPERTY DAMAGE
(combined single limit)

[1] Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

(iv) **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE** If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

$3,000,000 COMBINED[2]*
(combined single limit)

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Board showing that such insurance is in full force and the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Board. The Contractor shall promptly furnish the Board with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Board shall have the right, at its option, at any time:

(a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or

(b) to take out and maintain the said insurance for and in the name of the Board, the Contractor or Unit Owner and, in such a case, Unit Owner agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Board to take out and maintain such insurance for and in the name of the Board, the Contractor or Unit Owner.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve Unit Owner from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

> This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.
>
> Nothing in this Exhibit B shall constitute a waiver of or limitation of any other rights or remedies the Board may have for consequential damages or otherwise.

---

[2] Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

EXHIBIT C

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the owner of Unit ____ in the building known as The Visionaire and located at 70 Little West Street, New York, New York 10280; and

WHEREAS, a prior owner of the Unit and the Condominium Board entered into an Alteration Agreement dated _____, ____ ("Alteration Agreement"), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring the Unit shall assume the obligations of the Unit Owner under the Agreement and (2) authorizes the Condominium Board not to accept the sales package in connection with its waiver of its right of first refusal unless and until such person assumes the obligations of the Unit Owner under the Agreement,

NOW, THEREFORE, in order to induce the Condominium Board to accept the sales package and waive its right of first refusal, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Unit Owner thereunder (including the provisions of Section 18 thereof pertain to future transfers).

Henceforth, the term "Unit Owner" as used in the Alterations Agreement shall include the undersigned. Any breach of this Assumption of Alterations Agreement or of the Alterations Agreement shall constitute a breach of the By-Laws of the Condominium. This Assumption of Alteration Agreement shall be binding on the undersigned and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, New York
Date: _____

_____

_____

State of New York }
} ss.:
County of New York }

On this _____ day of _____, _____ before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

_____
Notary Public

EXHIBIT D

TO: [Addressed to the Unit Owners
or residents of the units
adjacent to, above and below,
the Unit Owner's unit]

DEAR _____:

In accordance with the Alteration Agreement between me and the Board of Managers (the "Board") of the _____ (the "Condominium") covering the alterations to be performed in unit ___, you are advised as follows:

1. Alterations will be performed in unit ___ commencing on or about _____. The alteration agreement with the Board permits me an aggregate of ___ days to complete the alterations.

2. I hereby agree to indemnify you for any damage whatsoever to your unit caused by the alterations performed in my apartment as determined by the Condominium's architect. I agree to pay the reasonable cost of repair of such damage. At your option, such repair may be performed, at my expense, by contractors of your choice or by my contractors.

3. In order to take advantage of the foregoing indemnification, you must permit my designated representatives to inspect your apartment prior to the commencement of my alterations. Please call me at _____ to arrange the inspection. You must also permit my designated representative to inspect any damage you claim my alterations have caused.

Very truly yours,

_____
Unit Owner

Unit No.: _____

Date: _____

EXHIBIT "19"

MANAGEMENT AGREEMENT

THIS AGREEMENT, made as of the __ day of _____, 2006, between **THE VISIONAIRE**, a condominium organized and existing under the laws of the State of New York, having its principal office at 70 Little West Street, New York, New York, (the "Owner"), and **COOPER SQUARE REALTY, INC.**, a corporation organized and existing under the laws of the State of New York, having its principal office at 6 East 43rd Street, New York, New York 10017, (the "Agent").

WITNESSETH

In consideration of the terms, conditions, and covenants hereinafter set forth, the parties hereto mutually agree with each other as follows:

FIRST: (a) Owner hereby appoints Agent, and Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the building (the "Building") located at 70 Little West Street, in the County of New York, State of New York, and consisting of approximately 252 residential units (the "Residential Units"), and approximately 4 retail/commercial units (the "Commercial Units," and the Residential Units and the Commercial Units are collectively referred to as the "Units"), together with the land on which it is erected.

(b) Agent understands that Owner is a condominium association providing accommodations principally for residential use by owners of the Residential Units (the "Residential Unit Owners") and for commercial and retail use by the owners of the Commercial Units (the "Commercial Unit Owners," and the Residential Unit Owners and the Commercial Unit Owners are collectively referred to as the "Unit Owners"), and Agent agrees, notwithstanding the authority given to Agent in this Agreement, to confer fully and freely with Owner in the performance of its duties as herein set forth. Owner has advised Agent that the affairs of the Residential Unit Owners shall be directed by the Residential Board; the affairs of the Commercial Unit Owners by the Commercial Board, and the affairs of Owner, in general by the Condominium Board (sometimes hereinafter collectively referred to as the "Boards"). Agent agrees to use its best efforts to keep itself informed on housing policies relative to condominium ownership and to encourage whenever possible the principles of cooperative effort among the Unit Owners.

SECOND: In order to facilitate efficient operation, Owner shall inform Agent with regard to standards to be kept and furnish Agent with (i) declaration of condominium and by-laws of Owner (the "corporate documents"), (ii) a set of current community or house rules of Owner (the "house rules"); and (iii) a complete set of the plans and specifications for the Building to the extent available. With the aid of these documents and inspection made by competent personnel, Agent will inform itself with respect to the layout, construction, location, character, plan and operation of the lighting, heating, plumbing, and ventilating systems, as well as elevators and other mechanical equipment. Copies of guarantees and warranties in force at the time of the execution of this

Agreement shall be furnished to Agent, and any additional guarantees and warranties shall be provided to Agent promptly after receipt by Owner.

THIRD: Agent shall hire, in its own name, all managerial personnel for the efficient discharge of the duties of Agent hereunder, including, but not limited to, the District Manager and Property Manager, as hereinafter described. Compensation for the services of such employees shall be the responsibility of Agent. Agent represents that the District Manager, who has primary responsibility for the management of the Building and the oversight of the Property Manager shall be Marc Kotler and that Agent shall not initiate a change of such person without Owner's prior written consent, provided, however, that Agent shall change such person at Owner's request. Agent shall also provide a Property Manager responsible for the day to day operations of the Building and reporting to the District Manager. Agent shall not initiate a change of such person without Owner's prior written consent. At any time after the commencement of this Agreement, if requested by Owner, Agent will, within forty-five days after receipt of such request, replace the Property Manager with another member of Agent's staff.

FOURTH: Agent shall perform the following services with due diligence and care:

(a) Provide routine supervision of all persons necessary to be employed in order to properly maintain and operate the Building, including, without limitation, the superintendent and such handymen, porters and doorman/concierge as may be appropriate (the "building services employees"), who, in each instance shall be Owner's and not Agent's employees, and any and all decisions as to hiring, firing and disciplinary actions and terms and conditions of employment of the building services employees shall be made by Owner with such consultation with Agent as Owner deems appropriate. Agent shall promptly implement all decisions of Owner. It is expressly understood and agreed that all building services employees are in the employ of Owner, solely and not in the employ of Agent and that Agent is in no way liable to such building services employees for their wages or compensation or to Owner, or others, for any act or omission on the part of such building services employees.

(b) Through the use of Owner's building services employees and independent contractors retained on behalf of Owner, cause the Building to be maintained in such condition as may be deemed advisable by Owner, including interior and exterior cleaning, and cause repairs and alterations of the Building to be made including, but not limited to, electrical, plumbing, steam fitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in this Agreement or in any corporate documents or other agreement with any Unit Owner or other tenant. Ordinary repairs or alterations involving an expenditure of over $2,500 for any one item shall be made only with the approval of Owner, but emergency repairs, i.e., those immediately necessary for the preservation of the Building or for the safety of the Unit Owners, the occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building, may be made by Agent

irrespective of the cost thereof, without the prior approval of Owner, after consultation, to the extent feasible considering the nature of the emergency, with the president, vice president or treasurer of Owner (in the order given). Agent shall notify Owner of any emergency repairs promptly after such emergency. If Owner undertakes any capital improvement, major repair or extensive reconstruction or rehabilitation of the Building (a "Major Project"), Agent shall be responsible for seeing that the work is done with as little interference or interruption of Building services as possible, and shall be responsible for seeing that all reasonable precautions are taken to preserve and protect the Building and the property of the Unit Owners and the occupants of the Building. In addition, if the cost of a Major Project is in excess of $100,000, Agent shall not be required to perform supervisory or project management responsibilities for such Major Project except under the provisions of a separate instrument setting forth Agent's obligations and compensation relating thereto.

(c) Recommend and, with the approval of Owner, cause all such acts and things to be done in or about the Building as shall be necessary or desirable to comply with any laws, statutes, ordinances, rules, orders or violations affecting the Building, as a result of any action by any federal, state, or municipal authority having jurisdiction there over, or any order of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body (collectively, the "laws"), except that if failure promptly to comply with the laws would or might expose Owner or Agent to liability, Agent may cause such order or violation to be complied with without prior approval of Owner, after consultation to the extent feasible considering the nature of the potential liability, with the president, vice-president or treasurer of Owner (in the order given). Agent shall notify Owner promptly after receipt of any order or violation of the laws, as aforesaid. Owner shall be responsible for the cost of complying with any order that may be issued in respect of the Building.

Notwithstanding anything contained in this Agreement to the contrary, Owner hereby acknowledges that in no event shall Agent be liable for the failure of Owner, the Unit Owners and occupants of the Building to comply with the laws, the corporate documents, or the house rules. Notwithstanding anything to the contrary contained herein, Agent does not have the authority to provide and shall not be responsible for providing legal advice to Owner regarding the interpretation or application of the laws, corporate documents or house rules.

(d) Enter into contracts on behalf of Owner for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, security services, vermin extermination, other essential services, or such of them as shall be advisable, but any such contract having a term longer than one (1) year or requiring annual payments in excess of $2,500 must be authorized by an officer of Owner.

(e) On behalf of Owner, purchase all supplies as shall be necessary to properly maintain and operate the Building; make all such contracts and purchases either in Owner's

name or Agent's; and credit to Owner any discounts or commissions (other than insurance commissions) obtained for purchases or otherwise.

(f) Advise Owner, in conjunction with an insurance broker, with respect to proper insurance coverage for Owner, the Building, the building services employees and occupants of the Building; if requested by Owner, cause to be effected and/or maintained, in such amounts and through such carriers as Owner shall designate or approve, fire, rent, plate glass, boiler, water damage, liability, workers' compensation, disability and any other insurance Owner may elect to carry; and to cooperate with any independent insurance broker or consultant that Owner may designate or approve and engage for the purpose of effecting insurance and protecting its interests with respect thereto.

(g) Check all bills received for services, work, and supplies ordered in connection with maintaining and operating the Building; pay or cause to be paid all such bills, as well as payroll, payroll taxes, union dues, ground rent (if any), mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, utilities, insurance premiums, monthly contracted charges, corporate income taxes and governmental charges assessed against Owner or the Building as and when the same shall become due and payable, provided that Owner's operating account has sufficient funds to meet such obligations.

(h) Bill or cause to be billed, Unit Owners for common charges or other charges; use commercially reasonable efforts to collect such common charges and other charges; and, when and if directed by Owner, at Owner's sole cost and expense, engage an attorney, approved by Owner, to (i) serve notice upon Unit Owners, tenants or sub-tenants to quit and surrender space occupied by them (ii) sue for common charges, rent and other charges, which may at any time be or become due to Owner from any Unit Owners, tenant or sub-tenant in respect of space in the Building, and (iii) institute such other appropriate proceedings to recover possession of such space. For services rendered by Agent as a witness or expert witness on behalf of Owner and at Owner's request, or if subpoenaed in person by any litigant, in any arbitration, discovery proceeding (deposition) or court proceeding, by reason of Agent's role as Managing Agent of the Building (a "court appearance"), Agent shall be entitled to a fee of $85.00 per hour for each hour expended by a representative of Agent in a court appearance. In connection with any court proceeding or arbitration, or in response to any subpoena, Agent shall be entitled to a fee of $85.00 per hour expended in document production in excess of four (4) hours for any one proceeding.

Agent agrees to collect, deposit, maintain and disburse security deposits in accordance with the terms of each lease or security agreement. To the extent any such security deposits are required to be placed in an interest bearing account, Agent shall arrange for deposit in such an account and for such interest to be paid to tenants. Agent shall comply, with all applicable state or local laws concerning the responsibility for security deposits and interest, if any.

(i) Consider and, when reasonable, attend to complaints of the Unit Owners and lawful tenants and occupants. Agent shall keep a log of all material complaints. If Agent shall deem any such complaint unreasonable, it shall advise Owner of the complaint and the reason for its opinion that the complaint is unreasonable.

(j) Agent shall not be entitled to any brokerage commissions from Owner, and Owner shall not be liable to Agent, for the sale of any Unit owned by a Unit Owner and sold by such Unit Owner or for the lease of any Unit by such Unit Owner unless such Unit Owner shall directly engage the services of Agent as broker. Agent may notify the Unit Owners of its willingness to act as broker on their behalf.

(k) Cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to employment of Building employees and maintenance and operation of the Building required by any federal, state or municipal authority. Agent, at Owner's expense, shall arrange for the preparation and filing of payroll and payroll related forms with a third-party payroll service company.

(l) Not later than the fifteenth day of each month, render or cause to be rendered regular monthly statements, supported by disbursement vouchers, to Owner, detailing the amounts collected during the previous month and disbursements made on behalf of and for the account of Owner, but only one such copy need be supported by disbursement vouchers. A copy of each such monthly statement shall be sent by Agent to the President and Treasurer of Owner.

(m) Set up and keep in good order a separate, accurate income and operating expense statement (other than books of account maintained by Owner's accountants) and maintain orderly files containing rent records, insurance policies, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Building or the operation thereof. In the event that Owner notifies Agent of any error in bookkeeping, billing or payment of expenses, Agent shall use its best efforts to correct such error immediately.

(n) Cooperate with Owner's accountants in performing the annual audit of the books of account of Owner, including the annual report of the operations of Owner for the year then ended. A copy of each such annual report after receipt from accountant shall be sent by Agent to each Unit Owner.

(o) Cooperate with Owner's accountants in their preparation and filing on behalf of Owner of federal, state, city and any other income and other tax returns required by any governmental authority.

(p) Assist each of the Residential Board, the Commercial Board and the Condominium Board in preparing an operating budget prior to end of each fiscal year of Owner, setting forth the anticipated income and expenses for Owner for the ensuing year. Agent shall deliver its proposed draft of such budget(s) along with a comparison of said budget to the income and expenses of the preceding and current years, and any required explanations with respect thereto no later than two months prior to the end of each fiscal year of Owner.

(q) If requested by a Board, arrange a suitable place at its offices for meetings of such Boards and a suitable place for annual meetings of Unit Owners; and send notices to directors and Unit Owners, prepare agendas for, and cause the Building Manager or other senior executive to be a representative of its organization to attend, the annual meeting of the Unit Owners and meetings of the Boards. Agent shall maintain a record of the minutes of such meetings, which shall be prepared by a representative of Owner unless Agent is specifically authorized to do so. Only if requested by Owner or a Board, cause an administrative assistant to attend a board meeting if detailed transcription of minutes is requested. Agent shall provide administrative assistance as reasonably needed to keep attendance and count proxies and ballots at the annual meeting and any special meeting of Unit Owners. Owner shall reimburse Agent at the rate of $100 per meeting plus transportation costs for each administrative assistant who attends such meetings..

(r) Prepare, type, and send out all letters and reports as the Boards may request. In addition, at Owner's request and expense, Agent shall coordinate the production and distribution of periodic newsletters to the Unit Owners. An affiliate of Agent is available to prepare and produce newsletters with Owner's advance approval. Owner shall reimburse Agent for its direct expenses for all photocopies, postage, courier and messenger costs, and long distance telephone costs.

(s) [Intentionally Left Blank]

(t) If requested by Owner, coordinate and assist in the processing and negotiation of insurance claims for losses sustained by Owner to the Building. Such services shall be performed at no additional fee to Owner. Agent shall not settle any insurance claim without the consent of Owner.

(u) If requested by Owner, act as Owner's mortgage broker to procure a new mortgage, refinance an existing mortgage or obtain unsecured financing for Owner. For any such loan procured through the efforts of Agent, Owner shall pay Agent, upon the closing of the mortgage or loan, a loan coordination fee equal to one percent (1%) of the principal amount of the mortgage or loan except if the loan is a refinancing of a mortgage with an existing mortgagee or lender, Owner shall pay Agent upon such refinancing a loan coordination fee equal to one-half of one percent (1/2%) of the principal amount of the loan.

In the event Agent is not requested to serve as Owner's mortgage broker on any mortgage, loan, or refinance, Agent shall cooperate in its role as managing agent, making all relevant documents and information available to any party authorized by Owner to act on its behalf in obtaining and negotiating such mortgage, loan or refinance. For Agent's services in preparing and coordinating such information, Owner shall pay Agent a loan coordination fee at a rate of $85.00 per hour. This preparation fee shall not be payable if Agent earns a commission in connection with the mortgage, loan or refinance.

(v) Accept applications and references from all prospective Residential Unit Owners, tenants of Residential Unit Owners whose transfer is subject to the right of first refusal by Owner, obtain credit reports relating to such prospective Residential Unit Owners and tenants of Residential Unit Owners; obtain from Residential Unit Owners proposing to sell their Residential Units ("Apartment Sale") such record searches as Owner may require, and submit same to Owner; including the preparation of all necessary documents required for approval and the scheduling of interviews, if any. Agent shall cooperate with Owner's counsel when required. Agent is authorized to utilize an outside service to assist in processing these applications.

Coordinate through the building services employees at the Building the scheduling of the moving in and out of Unit Owners, tenants and subtenants so that there will be a minimum of disturbance to the operation of the Building and of inconvenience to other Unit Owners, tenants or sub-tenants.

Accept applications from Residential Unit Owners for approval to perform alterations to their Residential Units, including (i) obtaining copies of the plans for the alterations; (ii) if directed by Owner, and at the expense of the Residential Unit Owner, engage an architect, engineer or other professional (including if approved by Owner, an affiliate of Agent), to review the plans on behalf of Owner, provide recommendations on feasibility of such plans, and supervise the work for conformance to the approved plans; (iii) obtain a signed alteration agreement on a form approved by Owner; and (iv) after consent by Owner to an alteration, coordinate the work through the building services employees at the building so that there will be minimum disturbance to the operation of the Building and minimum inconvenience to other Unit Owners, tenants or sub-tenants. Agent may charge Residential Unit Owners for processing such requests a fee in the amount of $300.00 for regular alterations and $1,000.00 for major alterations. For the purposes of this Agreement a major alteration shall be any alteration that requires the Residential Unit Owner obtain a building permit prior to commencing the work in the Residential Unit.

(w) Cooperate with Owner's tax certiorari attorneys with respect to (i) ascertaining the tentative assessed valuations of the land on which the Building is located and the assessment of the Building, (ii) notifying Owner of such assessments, and (iii) the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the City of New York. If Owner shall not have any regular attorneys, Agent shall retain special counsel (at

Owner's expense and upon Owner's approval) to prepare such application (with Agent's cooperation) and to institute tax certiorari proceedings.

(x) Generally, do all things reasonably deemed necessary or desirable by the Board of Managers of Owner for the proper management of the Building. However, in the event other services are required that are not generally within the scope of the services enumerated in paragraphs FOURTH (a) through FOURTH (w) above (e.g. without limitation, compliance with a new administrative or filing requirement), Agent shall be entitled to additional compensation from Owner for performing such services, as Owner and Agent shall mutually agree.

(y) Agent shall have the authority, subject to Owner's prior approval, to prepare and secure signs to the Building with Agent's name thereon.

(z) Agent has developed a proprietary communications program, CooperSquare Connect, to facilitate its providing the management services described in this Agreement. Certain of these services are fundamental to the services provided by Agent ("basic level"), and shall be utilized by Agent in its discretion in the management of the Building. Certain additional services are available to Owner, at Owner's option ("enhanced level") and in accordance with the provisions of Article Seventh (g). It is expressly understood by Owner that CooperSquare Connect is the property of Agent and may not be copied, duplicated or otherwise initiated without the express written consent of Agent. Upon the expiration or termination of this Agreement, Agent shall turn over to Owner all the data contained in the CooperSquare Connect program, but Owner shall have no right to use of such program. Agent makes no representation regarding the usability of such data after termination.

FIFTH: Everything done by Agent under and in accordance with the provisions of this Agreement shall be done as the agent of Owner, and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of Owner, excluding the cost of Agent's employees and overhead (which includes Agent's own insurance expense and the maintenance of Agent's proprietary systems). Disbursements such as postage, messenger, photocopying, courier, record storage and retrieval costs or overnight delivery expenses will be reimbursed to Agent by Owner. Any payments to be made by Agent hereunder shall be made out of such sums as are available in the special account of Owner described in Paragraph SIXTH, or as may be provided to Agent by Owner. Agent shall not be obliged to make any advance to or for the account of Owner or to pay any sum, except out of funds held or provided as aforesaid, nor shall Agent be obliged to incur any liability or obligation for the account of Owner without assurance that the necessary funds for the discharge thereof will be provided. The Board shall reimburse Agent promptly for any moneys which Agent may elect to advance for the account of Owner, including but not limited to, its direct expenses for all photocopies, postage, courier and messenger costs, and long distance telephone costs. Nothing herein contained, however, shall be construed to obligate Agent to make any such advances.

SIXTH: Agent shall establish and maintain, in a manner to indicate the custodial nature thereof, a separate bank account as agent of Owner solely for the deposit of the moneys of Owner, with authority to draw thereon for any payments to be made by Agent to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of Agent's fee. Agent shall not commingle Owner's funds with either funds of any other owner or Agent's own funds. Agent shall consult with Owner to determine where surplus moneys are to be deposited or invested.

SEVENTH: Compensation which Agent shall be entitled to receive for services performed under this Agreement shall be as follows:

Year 1	$125,000
Year 2	$130,000
Year 3	$135,000

Such fees shall be payable in equal monthly installments, in advance, on the first day of each month. If Agent is called upon to perform any extraordinary services not customarily a part of the usual services performed by a managing agent, it is agreed by the parties hereto that Agent shall receive an additional fee therefor in an amount to be agreed upon between the parties, but in each instance, where Agent is to receive an additional fee, Agent shall give Owner prior written notice thereof.

Agent shall be entitled to the following additional fees:

(a) For the processing of purchase or lease applications whose transfer is subject to the right of first refusal by Owner, Agent may charge Residential Unit Owners who make application to lease their Residential Unit or to transfer their Residential Unit, or the applicants, a processing fee in the sum of $700.00, which fee may be increased to cover the costs of additional or special credit reports in the event they are required and photocopy costs, if any. In addition, Agent shall send a representative to the closing on the sale of each Residential Unit to deliver Owner's waiver of its right of first refusal and any other documents required to be delivered and to ensure prompt and proper documentation of the transfer and the payment of any outstanding charges. Agent may charge the Residential Unit Owner an additional fee of $250.00 for this service.

(b) If requested by a Residential Unit Owner, for the coordination and assistance with financing or refinancing of residential mortgages, Agent may charge Residential Unit Owners who finance or refinance their Residential Unit or purchasers obtaining financing on acquisition, a fee in the sum of $300.00, which fee may be increased if the mortgagee requires extensive documentation regarding the Building and/or its finances.

(c) For the processing of lease renewals, Agent may charge Residential Unit Owners who make application to renew or extend leases with the same tenant, a processing fee in the sum of $300.00.

(d) For other services related to the transfer of Residential Units, Agent shall be entitled to charge Residential Unit Owners reasonable fees in accordance with Agent's standard transfer fee schedule, which fees shall be subject to Owner's approval, not to be unreasonably withheld or delayed.

(e) For the preparation, distribution and processing of required forms and filings; Owner shall pay Agent the following fees:

(1)	Window Guard Notification	$6.00 per apartment
(2)	Fire Safety Plan	$11.00 per apartment
(3)	Lead Paint Notification	$12.00 per apartment
(4)	Tax Abatement Credits	$4.50 per apartment

THE FEES SET FORTH IN THIS ARTICLE SEVENTH (E) SHALL BE WAIVED FOR THE THREE YEAR TERM OF THIS AGREEMENT.

(f) [Intentionally Left Blank].

(g) For the use of CooperSquare Connect, there shall be no fee charged to Owner for the basic level during the term of this Agreement. There shall be no fee charged to Owner for any of the operating costs related to any enhanced level of CooperSquare Connect that Owner elects to utilize during the first year of the term of this Agreement. Thereafter, Owner shall pay such fees for the enhanced level as Agent establishes for owners of properties managed by Agent. Any implementation or set-up charges for the enhanced level shall be mutually agreed upon in advance. Owner may elect not to continue to use the enhanced level of services.

(h) The fees described in paragraphs (a) through (d) of this Article Seventh shall not apply to any sales or leases entered into by the sponsor of the offering plan for The Visionaire, to any sales or leases of any Commercial Unit or to any sales or leases that are not subject to a right of first refusal.

EIGHTH: (a) Agent shall be liable to Owner for any loss or damage caused by Agent's own negligence or failure to comply with its obligations hereunder.

(b) Owner will indemnify and hold Agent and its affiliates, their respective shareholders, directors, officers, partners, employees, representatives, assigns and agents (the "Indemnified Parties") harmless from (i) any loss, claims, demands, liability, damages, injunctive relief, fines, penalties, costs and expenses, statutory or otherwise (including reasonable attorneys' fees), hereinafter collectively called "claims" sustained or incurred for injury to any person or property in, about and in connection with the Building, from any cause whatsoever, unless such injury shall be caused by Agent's, its officers, agents or employees' own gross negligence or willful misconduct in performing its obligations hereunder, (ii) any claims for all acts properly performed by Agent pursuant to this Agreement or to the instructions of Owner, (iii) any claims arising out of, resulting from, or being in any way connected with any liens filed by or on behalf of any architects, contractors, engineers, or others against the Building, Owner, the Boards, or the Indemnified Parties, (iv) any claims that may arise based on Agent's status as Managing Agent (as that term is used in any laws) of the Building, (v) any claims for any act or omission of an employee of Owner; provided, in each of the foregoing instances, that Agent promptly advises Owner of its receipt of information concerning any such claim, but the failure to so notify Owner shall not relieve Owner of its obligations hereunder except to the extent such failure to notify prejudices Owner.

Owner shall reimburse Agent upon demand for any moneys which Agent is required to pay out for any reason whatsoever, either in connection with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Agent, or Owner and Agent jointly or severally, affecting or due to the condition or use of the Building, or acts or omissions of Agent or employees of Owner or Agent, or arising out of or based upon any law, regulation, requirement, contract or award relating to the hours of employment, working conditions, wages and/or compensation of employees or former employees of Owner, or otherwise; and to defend promptly and diligently, at Owner's sole expense, any claim, action or proceeding brought against Agent, or Agent and Owner jointly or severally arising out of or connected with any of the foregoing, and to hold harmless and fully indemnify Agent from any judgment, loss or settlement on account thereof.

Owner will carry (i) general and umbrella liability insurance with limits of not less than $25,000,000 per occurrence and in the aggregate, (ii) crime insurance with limits of not less than $100,000, which policy shall contain a managing agent's rider, and (iii) workers' compensation and employer's liability insurance. To the extent obtainable, each such insurance policy will include Agent as an additional insured and Owner will deliver a copy of such policies to Agent or certificates evidencing the same. Notwithstanding anything to the contrary contained herein, the Indemnified Parties shall not be liable to Owner for any matter which is covered by any of the foregoing insurance policies.

(c) Agent will indemnify and hold Owner its managers, officers, employees, representatives, assigns and agents, and the Unit Owners (the "Owner Indemnified Parties") harmless from any claims arising solely from Agent's or its officers, directors or

employees willful misconduct or gross negligence in performing its obligations under this Agreement; provided that in each instance, Owner promptly notifies Agent of its receipt of information concerning such claim, but the failure to so notify Agent shall not relieve Agent of its obligations hereunder except to the extent such failure to notify prejudices Agent.

In the event Agent is obligated to indemnify Owner Indemnified parties under this paragraph (c) of Article Eighth, Agent shall reimburse Owner upon demand for any moneys which Owner is required to pay out for any reason whatsoever, either in connection with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Owner, or Owner and Agent jointly or severally, and to defend promptly and diligently, at Agent's sole expense, any claim, action or proceeding brought against Owner, or Owner and Agent jointly or severally and to hold harmless and fully indemnify Owner from any judgment, loss or settlement on account thereof.

(d) It is expressly understood and agreed that the foregoing provisions of this article shall survive the termination of this Agreement, but this shall not be construed to mean that Owner's or Agent's liability does not survive as to other provisions of this Agreement.

NINTH: Owner recognizes that Agent is engaged in the specialized and competitive property management business, and Agent invests time and money in the training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce. Accordingly, Owner agrees to refrain from hiring, directly or indirectly, any person(s) who is or was employed by Agent during the term of this Agreement and for one year following the termination of this Agreement without first obtaining written permission of Agent.

TENTH: This Agreement shall become effective as of _____, 200_ and shall continue in full force and effect until _____, 200_ (the "Initial Term"). Thereafter, it shall automatically renew for one (1) year periods until terminated as hereinafter provided. Notwithstanding anything contained herein to the contrary, this Agreement may be terminated at the option of either party at the end of any calendar month upon not less than sixty (60) days' previous notice in writing from one party to the other. Upon termination, the parties shall account to each other with respect to all uncompleted business, and Agent shall promptly deliver to Owner all books and records and other instruments relating to the Building and Owner that may be in the possession of Agent. Agent is committed to following the guidelines on the transition of management promulgated by The Real Estate Board of New York, Inc.

ELEVENTH: This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York.

TWELFTH: Use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders.

THIRTEENTH: The failure of either party at any time to require performance by the other party of a provision hereunder shall in no way affect the right of that party to enforce the same, or to enforce any of the other provisions in this Agreement; nor shall the waiver by either party of the breach of any provision, hereof, be taken or held to be a waiver of any subsequent breach of any such provision or as a waiver of the provision itself.

FOURTEENTH: If any of the provisions of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part has been served and deleted.

FIFTEENTH: This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

SIXTEENTH: This Agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

SEVENTEENTH: Agent has been delegated significant authority and discretion in the operation of the Building under this Agreement. In order to effectively exercise its duties and to assure the confidence and trust of Owner, Agent is disclosing to Owner certain information about the operations and relationships of Agent relevant to this Agreement.

(a) Agent is a part of a full service real estate organization providing a multitude of services to owners such as Owner and to others in the real estate industry. Specifically, Agent is a subsidiary of FirstService Corporation ("FSRV"), a publicly traded company, which also has subsidiaries and affiliated companies involved in real estate services including, but not limited to, FirstService Financial Corporation ("FFI"). Agent has three subsidiaries that are in the real estate services industry, Cooper Square Project Management, Inc. ("CSPM"), Cooper Square Realty Sales & Leasing Corp. ("CSRSLC") and MR Cooper Ltd ("MRC"). Collectively, the companies referred to herein, and any companies that may be formed by any of the foregoing companies are hereinafter called "Affiliates".

(b) As described in Article Fourth (b), Agent is not obligated to provide supervisory or project management services on Major Projects. In the event that Owner engages in a Major Project, Agent may cause CSPM to provide a proposal to Owner to provide such supervisory or project management services to Owner pursuant to a separate agreement directly between Owner and CSPM. In addition, CSPM may offer to perform services on behalf of Owner in reviewing plans

submitted by Unit Owners to alter their Units as described in Article Fourth (v). Owner is under no obligation to utilize CSPM for such services

(c) MRC is a licensed insurance broker in the state of New York, and it assists Agent in the performance of its duties related to insurance requirements of Owner as described in Article Fourth (f). MRC participates in the commissions received from the placement of insurance with many insurance brokers, and it may receive commissions on the placement of insurance for Owner. Nothing contained in this provision shall be deemed to limit Owner's absolute right to designate any insurance broker to place its insurance.

(d) CSRSLC specializes in the sale and leasing of residential apartments such as the Units in the Building. It is Agent's experience that by working closely with Agent, the CSRSLC sales and leasing agents are well qualified to perform real estate brokerage services in Agent's managed buildings. CSRSLC may be utilized in fulfilling Agent's duties under Article Fourth (j). In addition, from time to time, CSRSLC may notify the Unit Owners of its willingness to act as broker on their behalf in the sale or lease of their Units in the Building. Agent shall not be entitled to any brokerage commissions from Owner, and Owner shall not be liable to Agent for such commissions, for the sale of any Unit owned by a Unit Owner or for the lease of any Unit by a Unit Owner.

(e) FFI has an agreement with the nationally recognized payroll service ADP to provide the payroll related services described in Article Fourth (k), and Agent has elected to engage FFI/ADP to perform such services. The cost of such services to Owners of properties managed by Agent will be at least ten (10%) less than the costs charged to similarly situated employers for the same services by ADP.

(f) FFI has arranged with several banks and/or other financial institutions ("Cooperating Banks"), including Northfork Bank and Firstrust Bank, to provide services ("Financial Services") to owners of properties managed by Agent, including but not limited to, (i) a lockbox for the collection of the payments by Unit Owners, tenants and others, (ii) maintaining the Operating Account of Owner, and (iii) investment accounts for the deposit of surplus funds of Owner. FFI may receive compensation from the Cooperating Banks related to the Financial Services.

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

OWNER:

THE VISIONAIRE

By:_____

AGENT:

COOPER SQUARE REALTY, INC.

By:_____

David Kuperberg, President

mydocs/managmentagreements/formagreements/The Visionaire 05.24.06

EXHIBIT "20"

BPCA ENVIRONMENTAL GUIDELINES

BATTERY PARK CITY

SOUTH RESIDENTIAL NEIGHBORHOOD: SITE 3

HUGH L. CAREY
BATTERY PARK CITY AUTHORITY

George E. Pataki
Governor, State of New York

Timothy S. Carey
President & Chief Executive Officer

James F. Gill
Chairman

Charles J. Urstadt
Vice Chairman

David B. Cornstein
Member

August 2004

ENVIRONMENTAL GUIDELINES

The original Hugh L. Carey Battery Park City Authority Residential Environmental Guidelines were written in 1999 and published in January 2000. They were sponsored by the Hugh L. Carey Battery Park City Authority, the New York State Energy Research and Development Authority, and the Carrier Corporation. They were written by Fox & Fowle Architects, Flack + Kurtz, Green October, the Rocky Mountain Institute, the Carrier Corporation, Barney Skanska USA, the Hugh L. Carey Battery Park City Authority, and the New York State Energy Research and Development Authority.

The current version incorporates what we have learned from *The Solaire*, the first building developed under these guidelines, and is a response to the evolving technology, philosophy, and feasibility of green development.

The revised guidelines were a result of the efforts of the following professionals:

Robert Fox Architect
Robert Fox Jr., AIA
Daniel Berry
Ethan Lu

Flack + Kurtz
Alan Traugott

Green October
Asher Derman, PhD

Steven Winter Associates
Adrian Tuluca

Sustainable Energy Partnerships
Adam W. Hinge

Camroden Associates
Terry Brennan

Fox & Fowle Architects
Projjal Dutta

Hugh L. Carey Battery Park City Authority
Timothy S. Carey
Kevin Finnegan
Stephanie Gelb, AIA
Susan Kaplan
Peter McCourt, AIA
Antony Woo

Albanese Organization
Russell Albanese
George Aridas
Jack Becker
Martin Dettling

Mission Statement

The purpose of these guidelines is to establish a process for the creation of environmentally responsible residential buildings that are appreciably ahead of current standards and practices for development. The residential buildings created by this effort will become the model for healthy, ecologically responsible environments where occupants collectively enjoy the benefits of living in a "green" community.

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Sustainable Design
Sustainable design is "meeting the needs of the present without compromising the ability of future generations to meet their own needs." In most instances, this is a "common sense" approach to development that prevents further depletion of natural resources, air pollution, and global warming. This approach decreases dependency on non-renewable resources while improving opportunities for more efficient and economical alternatives that are self-sustaining. Selecting proper materials in conjunction with providing increased mechanical ventilation and a filtered fresh air system creates healthier living environments.

Market Strategy
The following guidelines adhere to the most current thinking with respect to sustainable design strategies and are a vehicle for the development of residential buildings that are both environmentally and financially rewarding. The guidelines have been tailored specifically for the Hugh L. Carey Battery Park City Authority (HLCBPCA), an established leader in urban development. The guidelines respond to increased public awareness of environmental conservation and increased demand for healthier, high quality living environments. Incorporating sustainable principles in the development of the residential buildings serves to enhance the current marketing strategies that continue to make Battery Park City a successful endeavor.

Total System Approach
A "total system approach" is the backbone of the guidelines and the best approach to achieving the desired result in a cost effective manner over a building's lifetime. Therefore, the guidelines are grouped into five major categories – each comprised of requirements that share a common environmental goal. One of the financial goals of a total system approach is to minimize the impact on initial costs (construction costs) by offsetting increases from some requirements with decreases from others. For example, the cost of improving the performance of the exterior envelope of the building may be offset by a reduction in the size and subsequent cost of mechanical equipment.

LEED
In creating the Residential Environmental Guidelines, the Hugh L. Carey Battery Park City Authority is indebted to the USGBC for its development of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, which has provided a national standard for "green building" practices.

Introduction

Execution
Successful execution of the guidelines depends on developers, design professionals, and contractors beginning their dialogue at the earliest stages of design to ensure the proper and cost effective realization of sustainable solutions. These guidelines do not represent a complete resource, but rather a framework of concepts that may be interpreted and refined by the individual design teams to achieve the desired result. While some of the requirements are prescriptive, most are deliberately goal-oriented to provide for creative solutions that do not conflict with rapidly changing technologies nor evolving policies, regulations, and building codes.

Funding Sources
Various organizations offer financial incentives to foster green buildings and sustainable energy sources, most notably the New York State Green Building Tax Credit and the New York State Energy and Research Development Authority. For more information, please refer to the List of Resources.

1.0 Energy Efficiency

General Provisions

Intent:
Improve whole building energy performance, reduce operating costs, and reduce the environmental impact associated with energy consumption. Maximize energy efficiency and use available technologies to evaluate energy performance throughout the design process. Maximize opportunities for on-site power generation from high efficiency cogeneration plants and renewable sources. Purchase "green power" from energy providers whenever possible.

Assumptions:
Buildings will be designed to exceed the requirements of the 2002 Energy Conservation Construction Code of New York State (ECCCNYS).

An integrated architectural/engineering design approach to the whole building is required to meet the goals set for energy efficiency.

1.0 Energy Efficiency (cont.)

1.1 Maximize Energy Efficiency

Intent:
Increase energy performance, reduce operating costs, and reduce the environmental impact associated with energy consumption.

Requirements:

1.0 Energy Efficiency (cont.)

.1 Increase energy efficiency by 25% over the 2002 ECCCNYS, measured in terms of energy costs.

.2 "Right-size" mechanical equipment for each apartment according to apartment size, layout, location within building, occupancy needs, and DOE-2.1E model data (see § 1.2.1).

.3 Provide motion sensors in stairwells, corridors, mechanical rooms (where operationally feasible), garages, and storage rooms to reduce lighting loads.

.4 In all apartments, provide a "master switch," located adjacent to the front door, that controls all ambient lighting and switched outlets. Clearly identify outlets connected to the master switch.

.5 The minimum standard for all windows and exterior glazing will be double-glazed units with Low-E glass (U-factor of 0.33 or less and solar heat-gain coefficient of 0.37 or less) in windows with thermal breaks and insulated spacers.

.6 Consider providing a double layer of insulation, backer rods, and caulking at top of masonry walls and wall/slab junctions.

.7 Optimize insulation of cavity wall construction. Consider installing rigid insulation against CMU surface and limiting infiltration through walls by providing an exterior air/water barrier applied to the winter/cold surface of the CMU.

.8 Conduct continuity tests for air, thermal, and water barriers.

.9 Use only "Energy Star" or equivalent equipment, appliances, lighting, and fixtures (refer to www.energystar.gov and www.aceee.org for latest list of energy-efficient appliances).

.10 In all apartments, provide only natural gas cook tops, ovens, and ranges in lieu of electric.

.11 Provide thermal energy recovery systems to use residual building heat (i.e., from cooling tower, exhaust air vents, absorption chiller, etc.).

.12 Design the building's electrical distribution system to allow for maximum utilization of electric demand reduction and demand response technologies and strategies. Install interval metering technology integrated with the BMS system.

1.0 Energy Efficiency (cont.)

1.1 Maximize Energy Efficiency

Technologies/Strategies:

- Use high performance glazing to minimize solar heat gain coefficients, retain high visible light transmittance, and maximize insulating qualities.
- Use window treatments (solar shades, curtains, brise-soleils, light-shelves, etc.) to maximize natural light and minimize heat gain.
- Use energy efficient heating and cooling mechanical systems, such as condensing boilers, absorption chillers, individual water-cooled heat pumps with EEMs (Energy Efficient Measures) that are 10-15% more efficient than those required by code, and cooling to ground or cooling towers with wetbulb reset control and variable speed drives on fans.
- Strongly consider variable-speed drives (VSDs) for all fans, pumps, and motors to increase energy efficiency.

Cost Implications:

- By "right-sizing" the mechanical equipment serving the apartments and the base building, there should be some initial cost savings in equipment, piping, and wiring. This savings can be used for higher quality exterior envelope components, more efficient lighting, and advanced controls.
- Substantial energy savings.
- Decrease in life-cycle and operating costs.

1.0 Energy Efficiency (cont.)

1.2 Modeling for Energy Performance

Intent:
Use the DOE-2.1E computer model as an important interactive design tool to forecast energy performance, reduce operating costs, subsequently reduce the environmental impact associated with energy consumption, and to help "right-size" mechanical systems.

Requirements:

.1 The developer shall prepare the initial DOE-2.1E energy model based on HLCBPCA's list of base case assumptions to establish a standard for the project. The developer's engineering consultant will utilize this model as the design progresses to assess the energy efficiency of the building and evaluate systems and design alternatives at appropriate milestones (DD, CD).

.2 In the first Annual Building Report (see § 4.4.3, Submittals), the developer shall provide a section comparing the energy performance data projected by the DOE-2.1E model during the design phase with actual building performance data collected after reaching 90% occupancy.

.3 The developer shall install dedicated meters to provide data sufficient to evaluate individual EEMs and specialized building systems (i.e., HVAC, lighting, central plant, and green cogeneration equipment), as well as overall building performance. (Exact number of metering points and specific EEMs metered to be agreed upon with HLCPBCA; for additional guidelines regarding performance reports, see § 4.4.3).

Technologies/Strategies:

- Utilize computer modeling to facilitate an interactive process by which the developer, architect, engineer, and contractor team can adequately explore opportunities for energy conservation.

Cost Implications:

- Substantial energy savings.
- Potential increase in professional fees.

1.0 Energy Efficiency (cont.)

1.3 Renewable Energy & Green Power Sources

Intent:
Employ the use of on-site, non-polluting, green, and source-renewable technologies to reduce pollutants in the atmosphere, reduce operating costs, and reduce the environmental impact associated with energy consumption. Purchase power from energy providers that utilize water, wind, solar, and fuel cell sources to generate power.

The future goal would be to ultimately generate 100% of the electrical energy on-site.

Requirements:

.1 Use best efforts to incorporate microturbines, fuel cell and/or bio fuel cogeneration equipment. If proven unfeasible, allocate approximately 600 SF clear, with a minimum height of ±12'-0", for future incorporation. Plan for a readily accessible pathway to heating and electrical systems and for possible use of water byproducts (steam or hot water).

.2 Provide on-site renewable energy generation systems such as building integrated photovoltaics (BIPVs), and/or wind power that contribute a minimum of 5% rated output of the base building electrical demand load.

.3 Specify adaptable equipment that can accept multiple fuel sources when available (i.e. bio fuels versus natural gas).

.4 Use best efforts to purchase a portion of the building's power from energy providers that utilize water, wind, solar, and/or fuel cell sources to generate power.

Technologies/Strategies:

- Green energy technology is advancing rapidly. By providing space and infrastructure (natural gas supply, electrical connection to switchgear room) it will be possible to utilize this technology at a later date without increased cost.
- Where appropriate, strongly consider using BIPVs in locations that are highly visible to the public. Use best efforts to incorporate other renewable energy technologies (e.g., wind-turbines).
- Negotiate power agreements with local providers.

1.0 Energy Efficiency (cont.)

1.3 Renewable Energy & Green Power Sources

Cost Implications:

- Increase to initial costs with long-term payback.
- It is expected that in the near future, fuel cells will be able to produce electricity at approximately 25-30% of today's cost.
- Possible increase in central-source rates due to reduced usage.

2.0 Enhanced Indoor Environment Quality (IEQ)

General Provisions

Intent:
Employ architectural and HVAC design strategies that will provide a superior overall indoor environment that supports the health and well-being of occupants.

Assumptions:
The ideal building solution will integrate architecture and engineering to create healthy environments that engender increased comfort and productivity. Tenants will be encouraged, by means of developer-prepared documentation and instruction, to participate and strengthen the goal of achieving enhanced indoor environment quality.

2.0 Enhanced Indoor Environment Quality (IEQ) (cont.)

2.1 Indoor Air Quality (IAQ)

Intent:
Provide an interior environment whose air quality is superior to that of the exterior environment.

Requirements:

.1 Use ASHRAE 62-2001 as the reference standard for indoor air quality performance.

.2 Per apartment, provide 150 CFM (cubic feet per minute) per kitchen and 50 CFM per bathroom of ducted outside fresh air by means of mechanical ventilation. For example, a one-bedroom apartment with 1½ baths shall be provided with (150 Kitchen + 50 Bath + 50 Bath) 250 CFM of filtered fresh air.

- .a Provide a dedicated (24 hours-a-day/7 days-a-week) central outside air system, individually ducted to each apartment, that delivers tempered air (min. 68° F, humidified) air during heating conditions and cooled (max. 76° F, dehumidified) air during cooling conditions.
- .b Provide ventilation supply air within each apartment that maintains negative pressurization balance relative to the corridor.
- .c Provide ventilation supply air to corridors as per applicable codes, with no exhaust, to maintain positive pressurization relative to apartments and thus prevent odor and smoke migration from apartments to corridors.

.3 Provide a filtering system with a Minimum Efficiency Reporting Value (MERV) of at least 13 for exterior air and a MERV of at least 10 for interior recirculation units.

.4 Establish parameters to address air infiltration (i.e., substantial reduction or managed intake and circulation).

.5 Provide dedicated ventilation systems for maintenance areas associated with chemical use, paint storage, or other potentially harmful pollutants.

.6 Provide mechanical exhaust for all kitchens.

.7 Provide mechanical exhaust to the outside for all dryers, unless ductless condensing dryers are used.

.8 Duct all exhaust (toilet, kitchen, laundry) with full sheet metal linings.

.9 Provide walk-off grilles or mats at the interior of all building entrances to capture potential contaminants and dirt, and to decrease maintenance requirements.

.10 Prohibit the use of thru-wall heating/cooling systems.

2.0 Enhanced Indoor Environment Quality (IEQ) (cont.)

2.1 Indoor Air Quality (IAQ)

.11 Provide humidity stabilization throughout the year to all occupied building spaces. Provide a benchmark 68° F 30% RH in winter and 76° F 50% RH in summer. Humidification during heating periods may be suspended when ambient conditions fall below ASHRAE 99% design conditions (i.e., below 15° F in NYC).

Technologies/Strategies:

- Provide a thermally comfortable environment with humidity levels that are responsive to the local climate conditions and reduce health related issues for occupants.
- Advise tenants of the exterior air quality to reduce the potential introduction of pollutants from unfiltered air.
- Locate the building's outside air intakes away from loading areas, building exhaust fans, cooling towers, and other sources of contamination.
- Locate building maintenance areas away from residential floors and provide ducted exhaust to the roof.
- Use best practices for interior pest management (see § 2.5).
- Ensure proper and periodic monitoring of hazardous chemicals (VOCs, solvents, etc.) and particulate levels during regular building operation (see § 4.3.2).

Cost Implications:

- Increase in initial costs to HVAC systems.

2.0 Enhanced Indoor Environment Quality (IEQ) (cont.)

2.2 Low-Emitting Materials

Intent:
Specify materials and finishes (including flooring and furniture) that contain no known carcinogens, have low levels of volatile organic compounds (VOCs), and are non-toxic and chemically inert to reduce the amount of indoor air contaminants that are odorous, irritating, and unhealthy to occupants.

Requirements:

.1 "Products applied in the field" (see Glossary definition) shall meet the VOC and chemical component limits of Green Seal (www.greenseal.org) requirements or (if no certification criteria is available through Green Seal) the levels set forth in the *South Coast Air Quality Management District Rule #1168* (www.aqmd.gov/rules/html/r1168.html) and the *Bay Area Air Quality Management District Regulation 8, Rule 51* (www.baaqmd.gov/dst/regs/rg0851.pdf).

.2 Carpet systems installed by the developer must meet or exceed the Carpet & Rug Institute Green Label Indoor Air Quality Test Program.

.3 Prohibit the use of added urea-formaldehyde in composite and wood-based products.

Technologies/Strategies:

- Select only products and adhesive compounds with VOC levels that comply with the requirements of this section, thus providing a health benefit to construction workers and tenants.
- Strongly discourage the use of products with environmentally disruptive life-cycles and encourage their substitution with safer, less disruptive products.

Cost Implications:

- No, or nominal, increase in cost. Most major manufacturers of paints, adhesives, carpets, and rugs have product lines which meet the requirements of this section.
- Some items, especially wood products, may add to initial cost.

2.0 Enhanced Indoor Environment Quality (IEQ) (cont.)

2.3 Controllability of Systems

Intent:
Increase occupant and operator control of HVAC and natural ventilation systems to support optimum health and comfort within the building.

Requirements:

.1 Provide all apartments with programmable controls for HVAC systems based on a 7-day/4-period cycle.

.2 Provide computerized Building Management Systems (BMS) or equivalent controls for base building operation and monitoring.

Technologies/Strategies:

- Programmable controls will allow occupants to save energy by regulating air-conditioning/heating times of operation and temperature settings.
- Consider installing wall-mounted thermostats/controls, instead of HVAC-mounted units, to better represent room temperature and minimize exposure to factors that may have and undesirable effect, such as direct solar radiation.
- Consider thermostats that may be accessed remotely via phone or Internet.

Cost Implications:

- Increased initial costs for electronic HVAC controls.

2.0 Enhanced Indoor Environment Quality (IEQ) (cont.)

2.4 Lighting & Daylighting

Intent:
Implement design strategies to maximize access to daylight and outdoor views in a glare-free way to improve IEQ for building occupants.

Requirements:

.1 In all apartments, increase natural light in habitable rooms by 30% over NYC Building Code requirements.

.2 Maintain a minimum floor-to-ceiling height in habitable rooms of 8'-6".

Technologies/Strategies:

- Increase minimum size of habitable rooms.
- Increase floor-to-ceiling heights and decrease distance of habitable spaces from windows.
- Design ground floor elevator lobbies to be visible from the street.
- Maximize window size as appropriate and consider incorporating light-shelves into windows to increase the amount of natural light in interior spaces.

Cost Implications:

- Increased initial costs.
- Decreased operating costs.

2.0 Enhanced Indoor Environment Quality (IEQ) (cont.)

2.5 Indoor Pest Control

Intent:
Pests (such as cockroaches, mice, and rats) and their excrement may be a source for asthma, allergies, and other health concerns for building occupants. In addition, the use of toxic chemicals to rid buildings of these pests can have an adverse affect on Indoor Environmental Quality. Rather than relying on extermination practices, responsible pest management relies primarily on the proper and thorough sealing of passages, feeding areas, and breeding grounds that enable vermin to reproduce and move throughout a building.

Requirements:

.1 The developer shall prepare and implement an Integrated Pest Management Plan (IPMP) that abides by the requirements outlined in this section and § 2.1 (IAQ).

.2 Properly seal, caulk, and repair points of entry, habitation, and breeding areas to mitigate against pest occurrences within the building. Use metal sheeting or mesh whenever possible.

.3 In all apartment kitchens, provide an in-sink garbage disposal unit that is compatible with the building's water reclamation system.

Technologies/Strategies:

- Properly seal all penetrations (i.e. around water pipes, steam risers, electrical conduits, etc.) with copper mesh, metal sheeting, or concrete. Use caulking and plaster only as a last resort.
- Properly assemble trash chute sections so that garbage bags do not catch and rip on their way down.
- Encourage tenants to properly seal and bag garbage in the Tenant Guide.
- Caulk every joint within and between cabinets, over exposed screw heads, and within the cabinet structure. Properly seal cracks and joints at tile floor/wall joints and cavities, baseboard/wall interfaces, and window frame/wall interfaces.
- Provide properly fitting door sweeps at all exterior doors and hallway doors – undercut exterior doors with less than ¼ inch clearance and provide vinyl or brush sweeps.
- Cover all ventilation portals with insect mesh (metal window screen) and ¼ inch wire mesh (hardware cloth). Ensure easy access to portals and frequent cleaning.
- Encourage prompt repair of leaky faucets, condensation on pipes, or other unwanted sources of water.
- Use boric acid powder for insect control (as opposed to using other toxic chemicals) in the base building; recommend same to tenants and include in Tenant Guide.

2.0 Enhanced Indoor Environment Quality (IEQ) (cont.)

2.5 Indoor Pest Control

- Refer to the following sources when preparing the Integrated Pest Management Plan:
  - .a IPM Institute of North America, Inc. (http://www.ipminstitute.org)
  - .b EPA's Region 9 IPM in Schools guidelines (http://www.epa.gov/pesticides/ipm/index.htm)
  - .c Beyond Pesticides
  - .d (http://beyondpesticides.org/main.html)
  - .e *Common Sense Pest Control* (see Publications in List of Resources)
  - .f *Ecology and Management of Food Industry Pests* (see Publications in List of Resources)

Cost Implications:

- None at this time.

2.0 Enhanced Indoor Environment Quality (IEQ) (cont.)

2.6 Construction IAQ Management

Intent:
Prevent indoor air quality problems stemming from the construction/renovation process in order to help sustain the health and well-being of construction workers and building occupants.

Requirement:

.1 Develop and implement an Indoor Air Quality (IAQ) Management Plan for the construction and pre-occupancy phases of the building that meets or exceeds the recommended *Design Approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.* The plan shall require the following:

- .a Protection of stored on-site or installed absorptive materials from moisture damage, pests, and other forms of contamination.
- .b Protection of all ductwork during construction and replacement of all filtration media immediately prior to occupancy (see § 2.1.4).
- .c Monitoring of IAQ during construction as per SMACNA criteria outlined above.
- .d Implementation of site sanitation and pest-management to be enforced from pre-construction through the end of construction.

Technologies/Strategies:

- Adopt an IAQ Management Plan to protect the HVAC system during construction, control pollutant sources, and interrupt contamination pathways.
- Sequence the installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile, and gypsum wall board.
- Follow appropriate protocols for waste disposal and storage during construction.

Cost Implications:

- Increased initial costs to HVAC systems.
- Decreased operating costs.
- Decreased emergency spending to resolve unexpected problems.

3.0 Conserving Materials & Resources

General Provisions

Intent:
Reduce waste, preserve natural resources and minimize the environmental impact from materials, extraction, manufacturing, and transport. Protect the environment from biodiversity loss, air quality impacts, and further depletion by seeking out rapidly renewable resources and eliminating the use of chlorofluorocarbons (CFCs).

Assumptions:
An integrated architectural approach will be required for the design of the base building and the tenant interiors. Tenants will be encouraged by developer-prepared documentation and instructional sessions to comply with the goals of this section and meet the HLCBPCA mandate to protect the environment and improve the health and well-being of building occupants.

3.0 Conserving Materials & Resources (cont.)

3.1 Storage & Collection of Recyclables

Intent:
Facilitate the reduction of waste and the diversion of materials congruent with markets for recycling within the community that otherwise would be hauled and dumped into landfills.

Requirements:

.1 On each residential floor, provide a centralized and easily accessible "Trash & Recycling" room dedicated to the collection, separation, and temporary storage of conventional trash, paper, cardboard, glass, plastics, and metals.

.2 Trash & Recycling rooms shall contain either separate waste and recycling disposal chutes, or sorting bins for recycled materials to be managed by the building's recycling plan.

.3 Centralized trash/recycling holding areas (with min. dimensions of 5'x5' and min. volume of 2.9 CF/dwelling unit) will be ventilated, sealed to pests (see § 2.5.2), and maintained within the building for residential and all other building uses. At ground and/or basement levels, these areas shall have convenient access to designated collection points at street.

Technologies/Strategies:

- The easier it is to recycle, the more people will participate.

Cost Implications:

- Increased space for trash/recycling operations.
- Reduced waste disposal costs.
- Potential for income from recycling.

3.0 Conserving Materials & Resources (cont.)

3.2 Construction Waste & Resource Reuse

Intent:
Reduce the amount of construction waste and conserve energy and resources through the recycling and reuse of existing building materials.

Requirements:

.1 Before construction commences, develop a Waste Management Plan to be implemented during construction that will divert and recycle a minimum of 75% of waste material by weight.

.2 The developer will maintain and submit a Waste Management Log accounting for recycled, diverted, and reused material quantities by weight.

Technologies/Strategies:

- Identify licensed haulers and processors of recyclables.
- Identify opportunities to integrate salvaged materials into the building design.
- Whenever on-site reuse is not possible, recycle cardboard, metals, concrete, brick, asphalt, clean dimensional wood, plastic, glass, gypsum board, carpet, ceiling tile, etc.
- Designate a specific area on the construction site for recycling and track recycling efforts throughout the construction process.
- Evaluate the cost-effectiveness of recycling rigid insulation, engineered wood products, and other materials.
- Require contractors to reuse pallets or return them to providers during construction.

Cost Implications:

- Potential income generation/decrease in material costs.
- Increased cost of construction management (overseer).

3.0 Conserving Materials & Resources (cont.)

3.3 Recycled Content

Intent:
Reduce the use of raw materials by replacing them with recycled materials or materials with recycled content.

Requirement:

.1 Use materials with recycled content such that the recycled content constitutes at least 10% of the total value of the materials in the project. The value of the recycled content portion of a material or furnishing shall be determined by dividing the weight of recycled content in the item by the total weight of all material in the item, then multiplying the resulting percentage by the total dollar value of the item. Mechanical and electrical components shall not be included in this calculation. Recycled content materials shall be defined in accordance with the Federal Trade Commission Document, *Guides for the Use of Environmental Marketing Claims, 16 CFR 260.7 (e)* available at (www.ftc.gov/bcp/grnrule/guides980427.thm).

Technologies/Strategies:

- Use of recycled materials or materials with recycled content will reduce the burden on already over-harvested building products.

Cost Implications:

- None at this time.

3.0 Conserving Materials & Resources (cont.)

3.4 Local/Regional Materials

Intent:
Reduce the impact of building materials transport and support the local economy.

Requirement:

.1 Use a minimum of 50% of all building materials (based on cost) that are manufactured, extracted, harvested, and/or recovered within a 500-mile (air) radius of the project site.

Technologies/Strategies:

- Strengthening a local supply chain will reduce costs and transportation-related pollution while contributing to local building technology and infrastructure.
- Credit may be given by HLCBPCA for creative use of rail or water transportation as an alternative.

Cost Implications:

- None at this time.

3.5 Renewable & Rapidly Renewable Materials

Intent:
Reduce the use of finite raw materials by replacing them with rapidly renewable materials.

Requirement:

3.0 Conserving Materials & Resources (cont.)

.1 Use best efforts to specify products made with renewable or rapidly renewable materials.

Technologies/Strategies:

- Rather than using oak or mahogany flooring, which frequently originate from non-sustainable sources, consider using bamboo, cork, or recycled composite materials as alternatives for the same purpose.

Cost Implications:

- Increase in costs for certain materials.

3.6 CFC Elimination

Intent:
Reduce ozone depletion by prohibiting the use of CFC-based refrigerants in HVAC systems, as well as solvents, insulation materials, or other building components that contain CFCs or use them during production. Ensure support of early compliance with the Montreal Protocol.

Requirements:

.1 Prohibit use of CFC-based equipment.
.2 Avoid the use of insulation materials that utilize chlorine-based gases in their production process.

3.0 Conserving Materials & Resources (cont.)

Technologies/Strategies:

- Zero-tolerance for CFCs and CFC-based equipment.

Cost Implications:

- Reduced energy efficiency.

3.7 Alternative Transportation

Intent:
Limit contributions to pollution and the use of non-renewable energy sources for transportation by encouraging the use of bicycles, hybrid-powered, and shared vehicles.

Requirements:

.1 Provide enclosed bicycle storage at no additional charge to the tenant for a minimum of 0.5 bicycles per apartment.

.2 Provide preferred parking spots for 5% of the total parking capacity for hybrid, electric, and/or shared vehicles.

Technologies/Strategies:

- If bicycle storage is available and easily accessible, residents will be more likely to own and use bicycles for recreational and commuting needs.
- When bicycle storage is not adequately provided and bicycles are stored in inappropriate places, there is an increase in maintenance expenses and a negative effect on the quality of the indoor environment.

Cost Implications:

- Cost of storage space.
- Decrease in maintenance costs.
- Increased longevity of building finishes.

3.8 Certified Wood

Intent:
Encourage responsible forest management to protect and prolong forest habitats and wood species.

Requirements:

.1 For all wood-based building components installed by the developer, use a minimum of 35% wood-based materials and products certified in accordance with guidelines and criteria decreed by the Forest Stewardship Council (FSC), the Forest Stewardship Program (FSP), the Sustainable Forestry Initiative (FSI), or Green Tag Forestry. Components include, but are not limited to, flooring, finishes, furnishings, and non-rented temporary construction applications (concrete form-work need not be incorporated into this calculation).

.2 Encourage tenants, by incorporation of appropriate literature into the Tenant Guide, to utilize wood and wood products certified by the above-mentioned organizations.

Technologies/Strategies:

- Incorporate the requirements of the Forest Stewardship Guidelines in the building construction specifications and general conditions.

Cost Implications:

- Increase in wood costs.

3.9 Low-Pollution Fuels

Intent:

Decrease the amount of SO_x, CO, and other pollutants that are released into the atmosphere from construction vehicles.

Requirements:

.1 Use ultra-low sulfur diesel fuel or compressed natural gas (CNG) for all construction vehicles with a carrying capacity in excess of 5 tons and for all portable generators.

.2 Ensure that diesel-based construction vehicles with a carrying capacity in excess of 5 tons and, whenever possible, any other diesel-based construction equipment (i.e., generators), are equipped with high performance engines and catalyzed diesel particulate filters.

Technologies/Strategies:

- Incorporate the above requirement in construction specifications and general conditions.

Cost Implications:

- Potential for slight increase in fuel costs.

3.0 Conserving Materials & Resources (cont.)

Submittals (Cont.)

SUBMISSION REQUIREMENTS	
Section	**Requirement**
.1.2 Modeling for Energy Performance	
1.2.1 Provide initial DOE-2.1E energy model	• Submit an initial DOE-2.1E model prior to beginning the design process. • Using base case assumptions developed by the HLCBPCA, submit results of DOE-2.1E model analysis at the end of Schematic Design, Design Development, and Construction Documents. Place special emphasis on base case and provide description of any assumptions made beyond those of the HLCBPCA and how they vary from NYC and NYS codes.
1.2.2 Provide comparative energy analysis in Annual Building Report	• Submit a data comparison between the DOE-2.1E results projected during the design process and actual building performance data collected after reaching 90% occupancy. Include in the first Annual Building Report (see § 4.4.3, Submittals).
1.2.3 Install dedicated meters	• Submit Metering Equipment Schedule, plan layout, and schematics.
1.3 Renewable Energy & Green Power Sources	• Submit copy of contract with Green Power provider or memorandum delineating efforts made..
1.3.1 Green energy equipment incorporation and feasibility studies	• If incorporating green energy sources, submit Equipment Schedule, load calculations, and specifications. Otherwise, submit documentation of the analysis performed to determine the feasibility of installing cogeneration equipment. Include technical literature and narrative of efforts pursued. • Submit layout and elevations showing space allocation
1.3.2 Provide renewable energy generation systems	• Submit elevation layout, schematics, and load calculations. If PVs are used, submit additional drawings describing layout of PVs on façade/bulkhead.

SUBMISSION REQUIREMENTS	
Section	**Requirement**

4.0 Education, Operations & Maintenance

General Provisions

Intent:
Provide proper construction, maintenance, and controls to ensure that building systems operate as designed in order to achieve and maintain high energy performance and IEQ standards. Provide information to tenants and maintenance personnel to educate them on green building features and their role in maintaining a more sustainable environment.

Assumptions:
Tenants, construction personnel, and building management staff will be encouraged, by means of developer-prepared documentation and instructional sessions, to comply with the goals of this section and meet the HLCBPCA mandate to protect the environment, save energy, and improve the health and well-being of building occupants.

4.0 Education, Operations & Maintenance (cont.)

4.1 Education

Intent:
Proper training and educational resources will ensure that construction and maintenance staff understand green building practices. Keeping tenants well informed about the building's features and their role with regards to its performance will help them save energy and improve their health and well-being.

Requirements:

.1 The developer shall develop and maintain a comprehensive Tenant Guide and make it available to tenants at lease signing and on-line for continuous updating. The Guide will:
- Describe design features and systems utilized in the apartments.
- Provide a list of efficient lighting fixtures, dimming controls, and lamps (compact fluorescents).
- Provide a list of recommended Energy Star appliances with high EER ratings.
- Provide information on parking and bicycle storage.
- Provide proper maintenance practices.
- Outline general protocols regarding pest management practices.
- Outline emergency procedures.
- Provide criteria for the proper selection and use of cleaning products.
- Provide recommendations for the selection of furnishings, carpeting, paints, and sustainable wood products (see § 3.8.1).
- Provide guidelines for recycling and waste disposal.

.2 The developer shall provide "green construction practices" training to key on-site construction management and personnel.

.3 The building operations manager and other key staff responsible for operating building systems shall attend a minimum five day training course on building systems operation.

.4 In the lobby area, a bulletin board or web screen (minimum 2'x3') shall be prominently located for posting energy/environmental education information, including yearly (and, if possible, monthly) building energy performance reports comparing to benchmarks/peers. This information shall also be displayed on-line.

Technologies/Strategies:
- Use Internet communication technologies to monitor systems and inform tenants about the building's features and protocols.

4.0 Education, Operations & Maintenance (cont.)

4.1 Education

- The HLCBPCA strongly encourages all staff responsible for the maintenance and operation of equipment and systems in the building to attend the Northeast Energy Partnership's (NEEC) Building Operations & Maintenance Certification (BOC) Program (http://www.neep.org/boc/index.html). The BOC course provides competency-based training and certification for building operators designed to improve the energy efficiency of commercial and large residential buildings. Operators earn certification by attending training sessions and completing project assignments in their facilities. The certification provides a credential for their professional development while offering employers a way to identify skilled operators.

Cost Implications:

- Increased initial costs to HVAC system.
- Minimal cost to perform Air Quality Profile.
- Decrease in occupant complaints.

4.2 Commissioning

Intent:
Test and calibrate building systems to be certain they can be operated as designed in order to achieve and maintain energy performance and IEQ requirements. Typically, fans, pumps, motors, and other equipment are installed that do not meet design specifications. The result is inferior performance, reduced IAQ and increased energy consumption.

Requirements:

.1 Engage a commissioning team that does not include individuals directly responsible for project design or construction management. This team shall include a commissioning authority independent of the design team (the Independent Commissioning Authority, or ICA) who shall conduct a review of the design prior to the Construction Documents phase, including review of the design intent and the basis of design documentation.

.2 Develop and utilize a Commissioning Plan for all operating equipment, including HVAC equipment and systems including base building heating, cooling, and ventilation systems, apartment HVAC systems, heat recovery, building management system (BMS), plumbing systems including waste water reclamation system and storm water systems, electrical systems including lighting controls and occupancy sensors, photovoltaics, supply and exhaust air, and any other green system or equipment.

.3 Incorporate commissioning requirements into the construction documents.

.4 The ICA shall:

- .a Conduct a review of the construction documents near completion of the construction document development and prior to issuing the contract documents for bidding.
- .b Review the contractor submittals relative to systems being commissioned and verify installation, functional performance, training, operation, and maintenance documentation.
- .c Complete and provide the developer with a Commissioning Report, including a single manual that contains the information required for re-commissioning building systems.
- .d Review building operation with O&M staff, including a plan for resolution of outstanding commissioning-related issues within one year after construction completion or 90% rent-up date.

4.0 Education, Operations & Maintenance (cont.)

4.2 Commissioning

Technologies/Strategies:

- Introduce standards and design strategies early in the design process.
- Incorporate and clearly state design intentions and requirements in the project construction documents.
- Tie contractor final payments to documented system performance.
- Engage the ICA early in the design stage.

Cost Implications:

- Increase in professional fees.
- Substantial energy savings.
- Decrease in life-cycle and operating costs.
- Increase in equipment costs (Energy Management System).
- Decrease in change orders.
- Decrease in project delays.
- Decrease in equipment callback.

4.3 Building Systems Monitoring

Intent:
Design and specify equipment to be installed in the base building and individual apartment systems to provide feedback for comparison, management, and optimization of actual vs. estimated energy performance and Indoor Environment Quality.

Requirements:

.1 Install and maintain a permanent monitoring system or equivalent regular testing protocol that tracks IEQ, measures energy performance of the base building systems and total building energy consumption, and allows operators to make adjustments to maintain targets to be set by the HLCBPCA.

.2 Submit an air quality testing protocol. Provide an Air Quality Profile, prepared by a licensed engineer or certified industrial hygienist, for a sample of 10% of evenly distributed units at time of initial occupancy that meets the following criteria:
- < 50 ppb of Formaldehyde
- < 200 $\mu g/m^3$ total Volatile Organic Compounds

.3 The developer shall ensure that at least 10% of the yearly apartment turnover receives an Air Quality Profile as outlined in § 4.3.2. No apartment shall turn over more than once without receiving an Air Quality Profile.

Technologies/Strategies:
- Use Internet communication technologies to monitor building systems.

Cost Implications:
- Increased initial costs to HVAC system.
- Minimal cost to perform Air Quality Profile.
- Decrease in occupant complaints.

4.0 Education, Operations & Maintenance (cont.)

4.4 Maintenance Accountability

Intent:
Provide for maintenance and operational continuity by establishing an ownership system that guarantees accountability for maintaining performance standards.

Requirements:

.1 The developer shall prepare and submit a Maintenance Manual to the HLCBPCA for review, which will be made available to all maintenance staff for all long- and short-term maintenance of the building, prior to the first TCO. This Manual will be used as research data for future building standards and will also serve as a valuable resource for building design teams on future development projects. The Maintenance Manual shall:

- Provide descriptions, details, and schedules of installed building services, plants, systems, and controls.
- Provide specific manuals and additional manufacturer's literature, model numbers, methods of operation, and maintenance practices (including preventive maintenance) for installed building equipment, plants, systems, and controls.
- Provide details on the various metering systems and mechanisms that collectively enable energy consumption to be monitored and controlled.
- Outline best practices for maintenance and housekeeping.
- Outline best practices for pest management and mold prevention/control.
- Incorporate material substitutions and method variations.
- Compile field data, contractor's affidavits, and construction log information.
- Include a complete As-Built Drawing Set.

.2 Persons responsible for maintaining building systems, including the expected building superintendent and boiler/chiller plant operators from other buildings in the developer's portfolio, should participate in project team meetings that involve the design, selection, and commissioning of all building systems and equipment.

.3 The developer shall prepare an Annual Building Performance Report, including actual energy consumption with comparisons to benchmarks, and any changes to O&M arrangements/procedures or major energy consuming equipment. (Specific systems metered and Report structure to be determined by the developer and BPCA on a case-by-case basis. See § 1.2.3).

4.4 Maintenance Accountability

Technologies/Strategies:

- Maintain rigorous standards for the upkeep of building equipment and infrastructure, interior and exterior finishes, public spaces, and structural systems.
- Educate maintenance personnel.

Cost Implications:

- Decreased maintenance labor costs.
- Increased product life.

5.0 Water Conservation & Site Management

General Provisions

Intent:
Minimize water consumption by simultaneously reducing the inflow of city-supplied potable water and the outflow of waste water. Conserve potable water by reducing demands for landscaping, irrigation, and other non-potable uses.

Assumptions:
Projects developed in Battery Park City are responding to land-use and water consumption concerns by incorporating high efficiency water management technologies into new buildings, and by participating in a conscious and managed plan for sustainable landscaping practices (i.e., use of native and adaptive plantings, organic maintenance practices, etc.) and irrigation systems.

5.1 Storm Water Management

Intent:
Minimize the impact of storm water on New York City's sewer system and minimize the use of potable water for maintenance and landscaping purposes by treating and recycling water on-site.

Requirements:

5.0 Water Conservation & Site Management (cont.)

.1 Provide for 100% (avg. 2 in. rain/ week) of all roof and setback rain water to be collected either through roof garden capture or for maintenance and landscape irrigation by providing on-site storage, treatment, and infrastructure.

.2 Adopt Best Management Practices (BMP, as published by the Office of Wastewater, Environmental Protection Agency (EPA) and available at (www.epa.gov/owm/mtb/runoff.pdf) for harvesting rain water and using it on-site.

.3 Provide clearly labeled "Reclaimed Water" taps at the exterior of the building for building maintenance, sidewalk washing, and landscaping needs (reclaimed water shall be appropriately filtered and treated for these and other types of uses).

.4 Design a site-specific Sediment and Erosion Control Plan that conforms to the *United States Environmental Protection Agency (EPA) Document No. EPA 832/R-92-005 (September 1992), Storm Water Management for Construction Activities, Chapter 3*, or local erosion and sedimentation control standards and codes (whichever is more stringent). The plan shall meet the following objectives:

.a Prevent loss of soil during construction by storm water runoff and/or wind erosion, including protecting topsoil by stockpiling for reuse.

.b Prevent sedimentation of storm sewer or receiving streams and/or air pollution with dust and particulate matter.

Technologies/Strategies:

- By collecting and reusing rain water on site and runoff during construction, less water will be consumed and less waste water will need to be treated.
- Enforce conservation methods.

Cost Implications:

- Increased initial costs to plumbing infrastructure.
- Savings on water and sewage costs.

5.1 Storm Water Management

- Future water cost avoidance.
- Decreased demand on city infrastructure.
- Water available during drought conditions.

5.0 Water Conservation & Site Management (cont.)

5.2 Water Use Reduction

Intent:
Minimize the use of potable water by reducing water needs.

Requirements:

5.0 Water Conservation & Site Management (cont.)

.1 Install fixtures that in aggregate use 10% less water than the water usage requirements in the *Energy Policy Act of 1992*.

.2 Specify low water volume/conserving fixtures, toilets, dishwashers, and only front-loading laundry facilities with a maximum of 20 gallons per use (see www.aceee.org for an updated list of recommended appliances).

.3 Utilize drip irrigation systems (if applicable).

Technologies/Strategies:

- Horizontal axis or "front loading" clothes washers are more efficient than conventional top loading machines.
- Install timers on irrigation systems.
- Consider individual apartment water metering.
- In non-apartment uses, consider installing waterless urinals.

Cost Implications:

- Nominal increase in initial costs.
- Savings on water and sewage costs.
- Savings on water heating and pumping.
- Increased energy savings (pumping).

5.0 Water Conservation & Site Management (cont.)

5.3 Innovative Water Technologies

Intent:
Minimize the impact on New York City's sewer system and reduce the use of potable water by treating and reclaiming water from lavatories, toilets, showers, sinks, laundry, and dishwashing facilities.

Requirements:

.1 Treat all waste water and reuse to maximum extent possible with an on-site Reclaimed Water Treatment System.

.2 Use ecology-based treatment processes (i.e., ultrafiltration), as opposed to a chemical treatment system, for reclaimed water treatment.

.3 Use reclaimed water for sewage conveyance, toilet flushing, cooling tower make-up, irrigation, and building management uses (in all cases, if applicable and properly treated). Provide clearly labeled "Reclaimed Water" taps wherever treated water is made available to tenants and/or staff.

Technologies/Strategies:

- Provide appropriate water recovery, treatment, and delivery infrastructure.

Cost Implications:

- Increased initial costs to plumbing infrastructure.
- Savings on water and sewage costs.
- Decreased demand on infrastructure.
- Water available during drought conditions.

5.0 Water Conservation & Site Management (cont.)

5.4 Water Efficient & Responsible Landscaping Practices

Intent:
Minimize the use of potable water for building and grounds maintenance, and avoid using pesticides, herbicides, or fertilizers that may pollute the environment.

Requirements:

.1 Specify 100% of plantings to be those that require low amounts of water and are pest- and disease-resistant. Plant material subject to review by the Hugh L. Carey Battery Park City Parks Conservancy (HLCBPCPC).

.2 Use proper topsoil medium that allows for the implementation of organic maintenance practices (i.e., non-toxic pesticides, herbicides, and fertilizers) as per HLCBPCPC requirements.

Technologies/Strategies:

- Employ sustainable landscape development practices by selecting only plantings suitable to the microclimate that require minimal water and maintenance, and using topsoils able to support organic fertilization and integrated pest management practices as per HLCBPCPC requirements.

Cost Implications:

- No initial cost implications.
- Decrease in maintenance and operating costs.
- Future water cost avoidance.
- Extended life of plantings.

5.5 Landscape and Roof Design to Reduce "Heat Islands"

Intent:
Minimize contribution to "heat islands" and reduce the amount of heat gain/loss through the roof(s).

Requirements:

.1 75% of all open roof area (remaining area not used for mechanical equipment or skylights) to be planted as a "green" roof garden.
.2 Remaining roof areas to use light-colored/high-albedo materials with a reflectance value of at least 0.3.
.3 Provide street trees as per HLCBPCA requirements.

Technologies/Strategies:

- Provide vegetated surfaces such as green roofs and/or grass paving systems that are water efficient.
- Provide trees to shade exposed surfaces.

Cost Implications:

- Increased initial cost to structure, drainage, and waterproofing systems.
- Reduced energy consumption due to reduced heat gains/losses.
- Potential for longer roof life due to diminished wear from thermal expansion and contraction.

5.6 Light Pollution Reduction

Intent:
Eliminate light trespass from the building and site, improve night sky access and reduce development impact on noctumal environments.

Requirements:

5.0 Water Conservation & Site Management (cont.)

.1 Meet or provide lower light levels and uniformity ratios than those recommended by the Illuminating Engineering Society of North America (IESNA) *Recommended Practice Manual: Lighting for Exterior Environments (RP-33-99)*.

.2 Design exterior lighting such that all exterior luminanaires with more than 1000 initial lamp lumens are shielded and all luminaires with more than 3500 initial lamp lumens meet the Full Cutoff IESNA Classification.

.3 The maximum candela value of all interior lighting shall fall within the building (not out through windows) and the maximum candela value of all exterior lighting shall fall within the property.

.4 Any luminaire within a distance of 2.5 times its mounting height from the property boundary shall have shielding such that no light from that luminaire crosses the property boundary.

Technologies/Strategies:

- Adopt site lighting criteria to maintain safe light levels while avoiding off-site lighting and night sky pollution.
- Consider using daylight sensors to regulate developer-installed outdoor luminaires as an energy-conserving strategy.
- Minimize site lighting where possible and configure the site lighting using a computer model.
- Technologies to reduce light pollution include full cutoff luminaires, low-reflectance surfaces and low-angle spotlights.

Cost Implications:

- No, or nominal, initial cost implication. Requirements can be incorporated into design.
- Decreased running costs, both in energy and replacement costs, as this requirement essentially eliminates extravagant external lighting of the building.

Submittals

Cost Analysis

The developer will be required to prepare and submit a cost analysis of all green features during Schematic Design, Design Development, Construction Documents, and upon building completion or buy-out. Format shall be as per the Residential Environmental Guidelines Independent Cost Impact Study of 2003, prepared by Skanska USA Building Inc.

Submittal Requirements

The following schedule is a summary of the guidelines' requirements with specific compliance submissions for each requirement. The developer shall assemble this information into a complete, single resource to be submitted following project completion, and submit (3) copies of a progress submission as part of the Schematic Design, Design Development, Construction Documents, and As-Built submissions to the Battery Park City Authority as follows:

- Bound 8½ x 11 formats (11 x 17 fan fold inserts acceptable).
- Include a table of contents and a list of all applicable team participants and consultants.
- Each of the five environmental categories from the guidelines will be a separate section (i.e., Energy Efficiency).
- Within each of these sections, the requirements are to be referenced by section number (i.e., §1.3.2).
- For each requirement, include a narrative that describes the developer's actions and strategies for compliance with the guidelines followed by the requested information from the compliance requirements. The Schematic Design submission must include the DOE-2.1E analysis, but may only include the written narratives for all other requirements.
- Required "guides" (Tenant Guide and Maintenance Manual) are to be separately bound and included as appendix items. Guides will only be required for the As-Built or final submission.
- The final version of both the As-Built submission and the Maintenance Manual shall be submitted in an electronic format (i.e., CD-ROM; CAD and text file formats to be determined) and as a hard copy.
- Statement of any requested variation from guidelines, along with back-up and substantiation, where necessary.
- Presentation of Green Strategies at each design phase, when construction is 50% complete, and upon substantial completion of construction.
- Separate request for any variance from the Green Guidelines if any, with justification and back-up information.
- Complete submittals to USGBC for LEED certification.

Submittals (Cont.)

The intent is to demonstrate compliance with these guidelines. Therefore, for each and every submission, a written narrative must be included for each requirement. The Maintenance Manual must be 100% complete at the end of the Construction Documents phase.

Submittals (Cont.)

The HLCBPCA will review all submissions in a prompt and timely manner. Furthermore, the HLCBPCA will maintain field personnel to observe construction methods and technologies and to verify that construction is proceeding in accordance with the official documents.

SUBMISSION REQUIREMENTS	
Section	**Requirement**
1.0 Energy Efficiency	
1.1 Maximize Energy Efficiency	
1.1.1 Increase energy efficiency by 25%	• Confirmation of 25% overall energy efficiency after project is completed with on-site measurement (see § 4.3.1). Include in Annual Building Performance Report (see § 4.4.3).
1.1.2 Right-size equipment	• Submit, in concert with the ICA, an Equipment Schedule with plan layouts and design calculations.
1.1.3 Provide motion sensors	• Submit Motion Sensor Schedule, plan layouts highlighting motion sensor/PIR switches, and schematics.
1.1.4 Provide master switches and identify outlets	• Submit Master Switch Schedule, typical apartment schematics, and details.
1.1.5 Use high-performance glazing	• Submit Glass and Window Schedules along with design specifications.

Submittals (Cont.)

SUBMISSION REQUIREMENTS	
Section	**Requirement**
1.1.6 Consider providing double insulation, backer rods, and caulking at key junctures	• Submit two-dimensional sections (where two elements of the enclosure meet) and three-dimensional sections (where three or more elements of the enclosure meet) through wall/slab junctions and masonry walls. Show continuity of rain water control materials (water impermeable materials or air gaps), continuity of thermal barrier, and continuity of air barrier. • Submit photographs of a representative sample of the above-mentioned wall conditions during construction to demonstrate that design sections were followed properly.
1.1.7 Optimize insulation of cavity wall construction	• Submit photographs of a representative sample of the above-mentioned wall conditions during construction to demonstrate that design sections were followed properly.
1.1.8 Conduct continuity tests for air, thermal, and water barriers	• Submit Test Results certifying the continuity of air, thermal, and water barriers.
1.1.9 Use only Energy-Star or equivalent equipment, appliances, lighting, and fixtures	• Submit Schedules that include energy efficiency ratings for the Energy Star equipment, appliances, lighting, and fixtures to be installed in the base building. • Submit typical plan(s) indicating use of Energy Star equipment.
1.1.10 Provide only natural gas cook tops, ovens, and ranges	• Submit Equipment Schedule.
1.1.11 Provide thermal energy recovery systems	• Submit Equipment Schedule and schematics showing heat recovery systems as part of building ventilation.
1.1.12 Design the building's electrical distribution system for maximum utilization of electric demand reduction.	• Submit Equipment Schedule, schematics and description of demand reduction measures.

Submittals (Cont.)

1.3.3 Specify adaptable equipment	• Submit Equipment Schedule and schematics.
1.3.4 Use best efforts to purchase renewable energy from power providers	• Submit a Power Agreement with affidavit(s) from energy provider(s) or letter describing efforts prior to the beginning of construction.
2.0 Enhanced Indoor Environment Quality (IEQ)	
2.1 Indoor Air Quality (IAQ)	
2.1.1 Use ASHRAE-62-2001 as IAQ performance standard	• See below.
2.1.2.a Central outside air system requirements	• Submit analysis, performed by the ICA or a certified third party, confirming target air temperature and humidification rates upon reaching 50% and 100% occupancy.
2.1.2.b Ventilation in apartments	• Submit Equipment Schedule, schematics, and design calculations. • Submit analysis, performed by the ICA or a certified third party, confirming negative pressurization of apartments relative to corridors (see Submittals, § 2.1.2).
2.1.2.c Ventilation in corridors	• Submit Equipment Schedule, schematics, and design calculations. • Submit analysis, performed by the ICA or a certified third party, confirming positive pressurization of corridors relative to apartments (see Submittals, § 2.1.2).

SUBMISSION REQUIREMENTS

Section	Requirement
2.1.3 Filtering system characteristics	• Submit Filtering Equipment Schedule and design calculations. Include maintenance schedule in Maintenance Manual. • Submit analysis, performed by the ICA or a certified third party, confirming benchmark filtering values throughout building (see § 4.3.2, Submittals).

Submittals (Cont.)

2.1.4 Air infiltration parameters	• Submit proposed Air Infiltration Parameters to the HLCBPCA for review and approval during the Design Development phase
2.1.5 Ventilation systems for maintenance areas	• Submit schematics and plan layout.
2.1.6 Provide mechanical exhaust for all kitchens	• Submit schematics and design calculations.
2.1.7 Provide mechanical exhaust for all dryers	• Submit schematics and design calculations.
2.1.8 Duct all exhaust with full sheet metal linings	• Submit specifications.
2.1.9 Provide walk-off grilles or mats at building entrances	• Submit plan layout and details.
2.1.10 Prohibit thru-wall heating and cooling systems	• Submit plan layout and details.
2.1.11 Provide humidity stabilization throughout the year	• Submit Equipment Schedule, schematics, and design calculations. • With As-Built submittals, provide testing results for representative units showing that the required conditions can be met year-round.
2.2 Low-Emitting Materials	

SUBMISSION REQUIREMENTS	
Section	**Requirement**
2.2.1 Requirements for "products applied in the field"	• Submit a Schedule of Products Applied in the Field stipulating compliance with the VOC/chemical component limits outlined in § 2.2.1. • Submit backup certification confirming compliance of each material to requirement during construction.
2.2.2 Requirements for carpeting	• Submit a Carpeting Schedule and backup confirming compliance with requirement.
2.2.3 Prohibit the use of added urea-formaldehyde in wood	• Submit a Wood Products Schedule (see Submittals, § 3.8.1). Submit backup certification confirming

Submittals (Cont.)

products	materials' compliance with requirement during construction.
2.3 Controllability of Systems	
2.3.1 Provide programmable HVAC controls	• Submit Equipment Schedule, plan layout, and specifications. • Include instructions for programming and operating HVAC controls in the Tenant Guide (see § 4.1.1).
2.3.2 Provide computerized base building BMS systems or equivalent controls	• Submit Equipment Schedule and specifications. Include in Maintenance Manual (see § 4.4.1).
2.4 Lighting & Daylighting	
2.4.1 Increase natural light in habitable rooms by 30% over NYC code	• Submit design calculations, plan layout, elevations, sections, and comparison to NYC code.
2.4.2 Maintain minimum floor-to ceiling heights of 8'-6"	• Submit plan layouts, elevations, and sections that include any areas being considered for heights inferior to 8'-6".
2.5 Indoor Pest Control	

SUBMISSION REQUIREMENTS

Section	Requirement
2.5.1 Prepare and implement an Integrated Pest Management Plan	• Submit an Integrated Pest Management Plan prior to beginning construction including all design measures to be incorporated into the building. • Submit logs and post-occupancy report confirming implementation of IPMP.
2.5.2 Properly seal, caulk, and repair points of entry, habitation, and breeding areas to mitigate against pest occurrences	• Submit specifications and details.
2.5.3 Provide in-sink garbage disposal units	• Submit specifications and details.

Submittals (Cont.)

2.6 Construction IAQ Management	
2.6.1 Develop and implement an Indoor Air Quality Management Plan	• Submit proof of compliance with IAQ requirements outlined in § 2.6.1. • Submit an IAQ Management Plan during the Construction Documents phase.
2.6.1.a Protect absorptive materials on-site	• Submit plan layouts.
2.6.1.b Protect ductwork during construction	• Submit log of filtration media replaced.
2.6.1.c Monitor IAQ during construction	• Submit monitoring logs showing IAQ data on a mutually agreeable basis.
2.6.2.d Implement pest management and sanitation procedures during construction	• Prepare a pest-management plan to be implemented during the pre-construction and construction phases. Follow the guidelines stipulated in the DDC's *High Performance Building Guidelines, Appendix H*, 1999 (http://www.ci.nyc.ny.us/html/ddc/home.html).

SUBMISSION REQUIREMENTS

Section	Requirement
3.0 Conserving Materials & Resources	
3.1 Storage & Collection of Recyclables	
3.1.1 Provide centralized and accessible "Trash & Recycling" rooms	• Submit plan layout, area calculations, and specifications.
3.1.2 Trash & Recycling Rooms	• Submit plan layout and specifications. • Submit maintenance procedures.
3.1.3 Centralized trash & recycling holding areas	• Submit plan layout, area calculation, details and specifications.
3.2 Construction Waste & Resource Reuse	
3.2.1 Develop a Waste	• Submit Waste Management Plan during the Design

Submittals (Cont.)

Management Plan	Development phase for review and approval. Tabulate total waste material, quantities diverted, and the means by which diverted.
3.2.2 Maintain and submit a Waste Management Log	• Submit Waste Management Log Reports and affidavits from contractor stipulating compliance with the Waste Management Plan. Reports shall be submitted during construction on a regular and mutually agreeable basis. • Submit a calculated fractional percentage based on weight of recycled diverted materials divided by weight of total diverted materials.
3.3 Recycled Content	
3.3.1 Use materials with recycled content	• Submit a Recycled Materials Log (at Construction Documents phase and upon completion of installation) as per the current USGBC's LEED matrix and formulas tracking content in the building. Submit all pertinent certifications of compliance during construction. • Submit calculated fractional percentages of recycled material during design and as installed during construction. • Submit a Memorandum delineating efforts made.

SUBMISSION REQUIREMENTS

Section	Requirement
3.4 Local/Regional Materials	
3.4.1 Use a minimum of 50% local/regional materials	• Submit a Building Materials Provenance Schedule (at Construction Documents phase and upon completion of installation) as per the current USGBC's LEED matrix and formulas tracking provenance of all materials in the building. Submit all pertinent certifications of compliance during construction. • Submit calculated fractional percentages of recycled material during design and as installed during construction. • Submit a Memorandum delineating efforts made.
3.5 Renewable & Rapidly Renewable Materials	

Submittals (Cont.)

3.5.1 Use best efforts to specify products with renewable or rapidly renewable materials	• Submit a Memorandum delineating efforts made. • Submit certification of renewable/rapidly renewable materials used during construction.
3.6 CFC Elimination	
3.6.1 Prohibit use of CFCs and CFC-based equipment	• Submit an HVAC Equipment Schedule confirming compliance with the HLCBPCA's CFC policy.
3.6.2 Avoid materials Manufactured with CFCs	• Submit specifications and confirmation (MSDS or otherwise) from manufacturer during construction.
3.7 Alternative Transportation	
3.7.1 Bicycle storage	• Submit plan layout/configuration and equipment for bicycle storage space at the Design Development and Construction Document phases. Include information about bicycle storage in Tenant Guide (see § 4.1.1).
3.7.2 Preferred parking	• Submit plan layout and copy of pertinent sections of agreement with parking provider. Include information about preferred parking spots in Tenant Guide (see § 4.1.1).

SUBMISSION REQUIREMENTS

Section	Requirement
3.8 Certified Wood	•
3.8.1 Use certified wood products	• Submit Wood Products Schedule and certification.
3.8.2 Encourage tenants to use certified wood products	• Include sustainable wood product information in Tenant Guide (see § 4.1.1).
3.9 Low-Pollution Fuels	
3.9.1 Use low-pollution fuels	• Submit specifications and estimate of fuel to be used during Construction Documents phase. • Submit affidavits certifying the use of low-pollution vehicles

Submittals (Cont.)

	and fuels during construction.
3.9.2 Use low-pollution diesel equipment	• Submit specifications and/or manufacturer's data during the Construction Documents phase. • Submit estimate/log of vehicles, portable generators, and other equipment used.
4.0 Education, Operations & Maintenance	
4.1 Education	
4.1.1 Tenant Guide	• Submit outline during Construction Documents phase. • Submit a comprehensive Tenant Guide before the first TCO. Provide Guide to tenants at lease signing in hard-copy form and as an on-line resource.
4.1.2 Provide "green construction practices" and training to construction personnel	• Submit curriculum of training, confirmation of trained attendees, and dates of training.
4.1.3 Provide O&M training to building operations manager and key staff	• Submit curriculum of training, confirmation of trained attendees, and dates of training.

SUBMISSION REQUIREMENTS

Section	Requirement
4.1.4 Provide bulletin board or web screen in lobby area	• Submit plan layout/elevation showing location and size. • With As-Built submittals, include copies of material initially posted in the bulletin board/web screen.
4.2 Commissioning	
4.2.1 Engage an Independent Commissioning Authority	• Submit roster of team members and credentials prior to the Construction Documents phase.
4.2.2 Develop and utilize a Commissioning Plan	• Submit a Commissioning Plan prior to the Construction Documents phase.

Submittals (Cont.)

4.2.3 Incorporate commissioning requirements into construction documents	• Submit specifications, highlighting commissioning requirements.
4.2.4 ICA Report	• Submit ICA report.
4.2.4.a Conduct a construction document review	• Submit an Initial Commissioning Report upon construction document review, and a Final Commissioning Report before issuance of contract documents.
4.2.4.b Review contractor submittals relative to systems being commissioned	• Submit Commissioning Report documenting review of contractor submittals.
4.2.4.c Provide developer with a complete commissioning report	• Submit final Commissioning Report.
4.2.4.d Review building operation with O&M staff	• Submit ICA report of building operation staffing plan.

SUBMISSION REQUIREMENTS	
Section	**Requirement**
4.3 Building Systems Monitoring	
4.3.1 Install and maintain a permanent BMS or equivalent	• Submit Building Monitoring Equipment Schedule and schematics prior to construction.
4.3.2 Submit an air quality testing protocol	• Submit an Air Quality Profile at the time of initial occupancy and prior to occupancy by incoming tenants during apartment turnover, as outlined in § 4.3.2. • Declare and summarize the installation, operational design, and controls/zones for any and all permanently installed monitoring systems. Include in Maintenance Manual.
4.3.3 Ensure timely provision of Air Quality Profiles	• Provide required Air Quality Profiles no later than one month after apartment turnover.
4.4 Maintenance Accountability	

Submittals (Cont.)

4.4.1 Prepare and submit a Maintenance Manual	• Submit outline during the Construction Documents phase. • Submit a finalized Maintenance Manual prior to the first TCO.
4.4.3 Prepare an Annual Building Performance Report	• Submit, by February 1 of each year after reaching 90% occupancy, an Annual Building Performance Report to tenants and the HLCBPCA. Specific requirements, metered systems, and format of Report to be determined by the developer and HLCBPCA during construction.
5.0 Water Conservation & Site Management	
5.1 Storm Water Management	
5.1.1 Rain water collection parameters	• Submit plan layout, design calculations, and schematics for necessary infrastructure.

Submittals (Cont.)

SUBMISSION REQUIREMENTS	
Section	**Requirement**
5.1.2 Adopt EPA Best Management Practices for waste water	• Submit memorandum during the Construction Documents phase describing BMP for harvesting rain water and using reclaimed water collected on-site, as well as schematics of measures incorporated.
5.1.3 Provide "Reclaimed Water" taps at building exterior	• Submit plan layout and specifications.
5.1.4 Design a site-specific Sediment and Erosion Control Plan	• Submit Sediment and Erosion Control Plan during the Construction Documents phase and certification of conformance during construction.
5.1.4.a Prevent erosion and runoff during construction	• See Submittals, § 5.1.4.
5.1.4.b Prevent storm sewer sedimentation during construction	• See Submittals, § 5.1.4.
5.2 Water Use Reduction	
5.2.1 Install water-conserving fixtures	• Submit Plumbing Schedule, design calculations, and specifications during the Construction Documents phase.
5.2.2 Specify low water volume/conserving equipment	• Submit Equipment Schedule, Plumbing Fixture Schedule, design calculations, and specifications during the Construction Documents phase.
5.2.3 Utilize drip irrigation systems	• Submit plan layout and specifications during the Construction Documents phase.
5.3 Innovative Water Technologies	
5.3.1 Treat and reuse waste water with a Reclaimed Water Treatment System	• Submit design calculations and assumptions, system design schematics, plan layout, and description of system.

Submittals (Cont.)

SUBMISSION REQUIREMENTS	
Section	**Requirement**
5.3.2 Use ecology-based treatment processes for reclaimed water	• See above.
5.3.3 Use reclaimed water for sewage conveyance, toilet flushing, cooling tower make-up, irrigation, and building management uses	• Submit design layout and system schematics.
5.4 Water Efficient & Responsible Landscaping Practices	
5.4.1 Specify only HLCBPCPC - approved plantings	• Submit landscaping plans, specifications, and plant lists to the HLCBPCPC during the Design Development phase for review and approval.
5.4.2 Specify only HLCBPCPC-approved topsoils	• Submit topsoil specifications and maintenance plans to the HLCBPCPC during the Design Development phase for review and approval.
5.5 Landscape and Roof Design to Reduce "Heat Islands"	
5.5.1 Designate 75% of all roof area(s) as "green" roof gardens	• Submit roof landscaping plans, elevations, and calculations during the Design Development phase.
5.5.2 Use high-albedo materials on open roof areas	• Submit plan layout and specifications.
5.5.3 Provide street trees as per HLCBPCA requirements	• See Submittals, § 5.4.1.
5.6 Light Pollution Reduction	•
5.6.1 Meet IESNA light levels and uniformity ratios	• Submit Exterior Lighting Plan, specifications, calculations, and narrative demonstrating compliance with the IESNA Standard.

SUBMISSION REQUIREMENTS

Submittals (Cont.)

Section	Requirement
5.6.2 Design exterior lighting as per IESNA standards	• Submit plan layout, specifications, and calculations.
5.6.3 Regulate candela value of interior lighting	• Submit plan layout, specifications, and calculations.
5.6.4 Provide shielding for designated lighting	• Submit plan layout, specifications, and calculations.

Funding Sources

New York State Green Building Tax Credit

New York State Department of Taxation and Finance
(tax related questions)
Business Tax Hotline:
1-800-972-1233
General Tax Information Hotline:
1-800-225–5829

New York State Energy Research and Development Authority
(building-related questions)
Craig Kneeland, Project Manager
(518) 862-1090, ext. 3311
e-mail: cek@nyserda.org

New York State Department of Environmental Conservation
(all other questions)
James Austin, Assistant Commissioner
Phone: (518) 485-8437
e-mail: jdaustin@gw.dec.state.ny.us

[http://www.dec.state.ny.us/]

New York State Energy and Research Development Authority
For more information about NYSERDA's building programs, contact:

NYSERDA
Technical Communications Unit
Corporate Plaza West
286 Washington Avenue Extension
Albany, New York 12203-6399
Phone: (518) 862-1090, ext. 3250

[http://www.nyserda.org/]

United States Department of Energy
For more information about USDOE building programs, contact:

United States Department of Energy
Dru Crawley
1000 Independence Ave. SW
Washington, DC. 20585
Phone: (202) 586-2344
Fax: (202) 586-1628
e-mail: drury.crawley@ee.doe.gov
[http://www.doe.gov/]

Glossary

The following is a partial glossary of terms from the City of New York Department of Design And Construction's (DDC) *High Performance Building Guidelines.*

Albedo: The ratio of reflected light to the total amount falling on a surface. A high Albedo indicates high reflectance properties.

Building Commissioning: A systematic process beginning in the design phase, lasting at least one year after construction, and including the preparation of operating staff of ensuring, through documented verification, that all building systems perform interactively according to the documented design intent and the developer's operational needs.

Chlorofluorocarbons (CFCs): CFCs are a family of chemicals used in refrigeration, air conditioning, packaging, insulation, or as solvents and aerosol propellants. Because CFCs are not destroyed in the lower atmosphere, they drift into the upper atmosphere where their chlorine molecules destroy the earth's protective ozone layer.

Cogeneration Plants: Energy plants able to convert waste heat from electricity generation into steam, which is then used to produce chilled water or additional electricity.

DOE-2.1E Energy Modeling: A computer model that analyzes a building's energy related features in order to project energy consumption.

Fuel Cell: A technology that uses an electromagnetic process to convert natural gas into electrical power. Fuel cell power is cleaner than grid-connected power sources. In addition, hot water is produced as a byproduct that can be utilized as a thermal resource for the building.

Blackwater: Waste water from toilets and kitchen sinks that contains organic materials.

Hydrochlorofluorocarbons (HCFCs): HCFCs are generally less detrimental to depletion of stratospheric ozone than related chlorofluorocarbons. HCFCs are generally used to replace CFCs where mandates require CFCs to be eliminated. A total ban on CFCs and HCFCs is scheduled effective 2030.

Integrated Pest Management: A coordinated approach to pest control that is intended to prevent unacceptable levels of pests by the most cost-effective means with the least possible hazard to building occupants, workers, and the environment.

Glossary (cont.)

Life-Cycle Cost: The amortized annual cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

Low-E Glass: "Low-E" (low-emissivity) glass reflects heat, not light, and therefore keeps spaces warmer in the winter and cooler in the summer.

Operations & Maintenance: Operations refer to how equipment or systems are run (e.g., when a system should be turned on, temperature ranges, set points for boiler pressures and temperatures, thermostat set points, etc.). Maintenance refers to servicing or repair of equipment and systems. "Preventive maintenance" performed on a periodic basis to ensure optimum life and performance is designed to prevent breakdown and unanticipated loss of production or performance.. "Corrective" or "unscheduled" maintenance refers to repairs on a system to bring it back "on-line." "Predictive" maintenance is performed on equipment monitored for signs of wear or degradation (e.g., through thermography, oil analysis, vibration analysis, and maintenance history evaluation).

Photovoltaic Panels (PVs): PV devices use silicone semiconductor material to directly convert sunlight into electricity. Power is produced when sunlight strikes the semiconductor material and creates an electric current.

Products Applied in the Field: All adhesives, sealants (used as "filler" as opposed to a "coating"), paints, solvents, finishes, coatings, flooring and fabrics installed by the developer in the interior and exterior of the building.

Rapidly-Renewable Resources: Building materials and products made from plants that are typically harvested within a ten year cycle or shorter.

Recycling: The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

Renewable Energy: Energy resources such as wind power or solar energy that can keep producing indefinitely without being depleted.

Shading Coefficient: The ratio of solar heat gain through a

Glossary (cont.)

specific type of glass that is relative to the solar heat gain through an 18" (3 mm) pane of clear glass under identical conditions. As the shading coefficient decreases, heat gain is reduced, which enhances the performance of a product.

Urban Heat Island Effect: The additional heating of air over a city as the result of the replacement of vegetated surfaces with those composed of asphalt, concrete, rooftops, and other man-made materials. These materials store much of the sun's energy, producing a dome of elevated air temperatures up to 10°F greater over city compared to air temperatures over adjacent rural areas. Light colored rooftops and lighter colored pavement can help to dissipate heat by reflecting sunlight, and tree planting can further help modify the city's temperature through shading and evapotranspiration.

U-Factor: A measure of heat gain or heat loss through glass due to the differences between indoor and outdoor air temperatures.

Volatile Organic Compounds: VOCs are chemicals that contain carbon molecules and are volatile enough to evaporate from materials' surfaces into indoor air at normal room temperatures (a process otherwise referred to as off-gassing). Examples of building materials that may contain VOCs include, but are not limited to: solvents, paints, adhesives, carpeting, and particleboard. Signs and symptoms of VOC exposure may include eye and upper respiratory system irritation, nasal congestion, headache, and dizziness.

List of Resources

Publications:

American Institute of Architects. *AIA Environmental Resource Guide*. New York: McGraw-Hill, 1995.

Barnett, Dianna Lopez and Browning, William. *Primer on Sustainable Building*. Rocky Mountain Institute, 1995.

Battery Park City Authority and Lerner, Ralph. *Battery Park City: Design Guidelines for The North Residential Neighborhood*. 1994.

Flack + Kurtz. *Queens West Report*. 1995.

Gorham, Richard J. *Ecology and Management of Food-Industry Pests*. Virginia: Association of Official Analytical Chemists, 1991.

Hays, Steve et al. *Indoor Air Quality: Solutions and Strategies*. New York: McGraw-Hill, 1995.

Johnson, Tim. *Low-E Glazing Design Guide*. Boston: Butterworth, 1991.

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Olgyay, Victor. *Design With Climate*. Princeton: Princeton University Press, 1973.

Olkowski, Helga et al. *Common Sense Pest Control*. Connecticut: The Taunton Press, 1991.

Rocky Mountain Institute. *Green Development: Integrating Ecology And Real Estate*. New York: John Wiley & Sons, Inc., 1998.

State of New York. *Energy Conservation Construction Code of New York State*. 2002.

State of New York. *Multiple Dwelling Law of New York State*. 1988.

The City of New York and The Department of Buildings. *New York City Building Code*. 1999.

The City of New York and The City Planning Commission. *New York City Zoning Resolution*. 1999.

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The City of New York Department of Design and Construction. *High Performance Building Guidelines.* 1999.

Tuluca, Adrian (Steven Winter Associates, Inc.). *Energy Efficient Design and Construction for Commercial Buildings.* New York: McGraw-Hill, 1997.

US Green Building Council. *Leadership in Energy and Environmental Design Green Building Rating System, Version 2.1(LEED™).* 2002.

US Green Building Council and US Department of Energy. *Sustainable Building Technical Manual.* 1996.

Watson, Donald and Labs, Kenneth. *Climatic Building Design.* New York: McGraw-Hill, 1983.

List of Resources (cont.)

Web Sites:

American Council for an Energy-Efficient Economy
http://www.aceee.org/

National Coalition Against the Misuse of Pesticides
http://www.beyondpesticides.org/main.html

Energy Efficiency and Renewable Energy Network (EREN)
http://www.eren.doe.gov/

Energy Star Program (U.S. EPA)
http://www.energystar.gov/

Environmental Building News
http://www.ebuild.com/

Environmental Defense Fund
http://www.edf.org/

Forest Stewardship Council
http://www.fscus.org/

Green Tag Forestry
http://www.woodlandowners.org/greentag/greentag.asp

Integrated Pest Management Institute of North America
http://www.ipminstitute.org/

Iris Communications – Resource for Environmental Design Index
http://www.oikos.com/

National Resources Defense Council
http://www.nrdc.org/

New York State Energy and Research Development Authority
http://www.nyserda.org/

Northeast Energy Efficiency Partnerships
http://www.neep.org/

Rocky Mountain Institute
http://www.rmi.org/

Scientific Certification Systems
http://www.scs1.com/

Southface Energy Institute
http://www.southface.org/

List of Resources (cont.)

US Department of Energy
http://www.doe.gov/

US Environmental Protection Agency
http://www.epa.gov/

US Green Building Council
http://www.usgbc.org/

USDA Forest Stewardship Program
http://www.fs.fed.us/spf/coop/programs/loa/fsp.shtml

Introduction:

The Hugh L. Carey Battery Park City Authority Residential Environmental Guidelines - Version 4 December 2003 (Residential Guidelines) forms the basis of this comparative analysis. Every Guideline that specifies or requires the project to pertain to a given standard is compared against the closest equivalents in the Leadership for Energy and Environmental Design Version 2.1 (LEED V2.1) of November 2002 and against the current draft of the New York State Green Buildings Tax Credit (NYSGBTC). Consequently, this comparsion does not cover either LEED or NYSGBTC comprehensively. The order reflects the arrangement of points within the Residential Guidelines, not in LEED or NYSGBTC. For the purposes of mainting an accurate tally of LEED points that a building built using these Guidelines will get, this comparison table, at the head of each relevant section, indicates points from that section that would accrue by default, e.g. Alternative Transportation (proximity to public transportation) point in Section 5.

BPC BPCA Requirement/relevant text A No.	LEED	New York State Green Building Tax Credit Equivalence	Comments
Energy Efficiency:			
1.1 Increase energy performance, reduce operating costs, and reduce the environmental impact associated with energy consumption.	Energy Prerequisite 2: Design the building to comply with ASHRAE/ESNA Standard 90.1-1999 (without amendments) or the local energy code, whichever is more stringent.		
.1 Increase energy efficiency by 25% over the 2002 ECCCNYS, measured in terms of energy costs.	Energy Credit 1: Reduce design energy cost compared to the energy cost budget for energy systems regulated by ASHRAE/ESNA Standard 90.1-1999 (without amendments) as demonstrated by a whole building simulation using the Energy Cost Budget Method described in Section 11 of the Standard. New Bldg / Existing Bldg / Pts 5% / 5% / 1 20% / 10% / 2 25% / 15% / 3 30% / 20% / 4 35% / 25% / 5 40% / 30% / 6 45% / 35% / 7 50% / 40% / 8 55% / 45% / 9		

BPC No.	BPCA Requirement/relevant text	LEED		New York State Green Building Tax Credit Equivalence	Comments
		LEED Equivalence	LEED		
		Regulated energy systems include HVAC (heating, cooling, fans and pumps), service hot water and interior lighting. Non-regulated systems include plug loads, exterior lighting, garage ventilation and elevators (vertical transportation). Two methods may be used to separate energy consumption for regulated systems. The energy consumption for each fuel may be prorated according to the fraction of energy used by regulated and non-regulated energy. Alternatively, separate meters (accounting) may be created in the energy simulation program for regulated and non-regulated energy uses. If an analysis has been made comparing the proposed design to local energy standards and a defensible equivalency (at minimum) to ASHRAE/IESNA Standard 90.1-1989 has been established, then the comparison against the local code may be used in lieu of the ASHRAE Standard. Project teams are encouraged to apply for innovation credits if the energy consumption of non-regulated systems is also reduced.			
.2	"Right-size" mechanical equipment for each apartment according to apartment size, layout, location within building, occupancy needs and DOE2.1-E model data (see 1.2.1).				No direct LEED points. Will contribute to overall reduction of building energy consumption.
.3	Provide motion sensors in stairwells, corridors, mechanical rooms (where operationally feasible) garages and storage rooms to reduce lighting loads.				As above.
.4	In all apartments, provide a "master switch," located adjacent to the front door, that controls all ambient lighting and switched outlets. Clearly identify outlets connected to the master switch.				

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BPC, BPCA Requirement/relevant text A No.	LEED LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
.5 The minimum standard for all windows and exterior glazing will be double-glazed units with Low-E glass (U-factor of 0.33 or less and solar heat-gain coefficient of 0.37 or less) in windows with thermal breaks and insulated spacers.				No direct LEED points. Will contribute to overall reduction of building energy consumption.
.6 Consider providing a double layer of insulation, backer rods and caulking at top of masonry walls and wall/slab junctions.				
.7 Optimize insulation of cavity wall construction. Consider installing rigid insulation against CMU surface and limiting infiltration through walls by providing an exterior air/water barrier applied to the winter/cold surface of the CMU.				No direct LEED points. Will contribute to overall reduction of building energy consumption.
.8 Conduct continuity tests for air, thermal and water barriers.				As above.
.9 User "Energy Star" or equivalent equipment, appliances, lighting and fixtures (refer to www.energystar.gov and www.aceee.org for latest list of energy-efficient appliances).	Innovation Credit 1: To provide design teams and projects the opportunity to be awarded points for exceptional performance above requirements set by the LEED Green Buildings System and/or innovative performance in Green Building categories not specifically addressed by the LEED Green Building Rating System			LEED discriminates between "regulated" and "unregulated" systesm with plug-loads falling the latter category. It encourages innovation points to be sought for plug-load reduction.
.10 In all apartments, provide only natural gas cook-tops, ovens, and ranges in lieu of electric.				Using natural gas for these functions results, typically, in more efficient utilization of the thermal capacity of the hydrocarbon.
.11 Provide thermal energy recovery systems to use residual building heat (i.e. from cooling tower, exhaust air vents, absorbtion chiller etc.).				No direct LEED points. Will contribute to overall reduction of building energy consumption.
1.2 Use DOE-2 or similar computer models as an important interactive design tool to forecast energy performance, reduce operating costs, subsequently reduce the environmental impact associated with energy consumption, and to help "right-size" mechanical systems.	Technology / Strategy: Design the building envelope and building systems to maximize energy performance. Use a computer simulation model to assess the energy performance and identify the most cost-effective energy efficiency measures. Quantify energy performance as compared to a baseline building.			LEED suggests the use of computer simulation as potential technology / strategy in the optimize energy use point.

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BPC, BPCA Requirement/relevant text A No.	LEED LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
.1 The developer shall prepare the initial DOE2.1-E energy model based on HLBPCA's list of base case assumptions to establish as standard for the project. The developer's engineering consultant will utilize this DOE-2 model and add data as the design progresses to assess the energy efficiency of the building and evaluate systems and design alternatives at appropriate milestones (DD, CD).			638.7(c)(3): Acceptable Computer Programs. 638.7(c)(3)(i): Compliance with the energy use standards must be demostrated using DOE-2.1E computer program, specifically, an version from V86 through V110 inclusively, or an equivalent computer program. A computer program is considered equivalent if either of conditions ('a') or ('b') below are met: 638.7(c)(3)(i)(a): The DOE-2.1E computer program, any version from V86 through V110 inclusively, has been modified without altering its computational algorithms. The following are acceptable modifications:	No direct LEED points. Will contribute to overall reduction of building energy consumption.
.2 In the first Annual Building Report (see 4.4.3, submittals), the developer shall provide a section comparing the energy performance data projected by the DOE2.1-E model during the design phase with the actual building performance data collected after reaching 90% occupancy.				As above.
.3 The developer shall install dedicated meters to provide data sufficient to evaluate the performance of EEMs (Energy-Efficient Measures) and specialized building systems (i.e. HVAC, lighting, central plant, and green cogeneration equipment), as well as overall building performance. (Exact number of EEMs metered to be agreed upon with HLCBPCA; for additional guidelines regarding performance reports, see 4.4.3).				As above.
1.3 Employ the use of on-site, non-polluting, source-renewable technologies to reduce pollutants in the atmosphere, reduce operating costs, and reduce the environmental impact associated with energy consumption. Purchase power from energy providers that utilize water, wind, solar and fuel-cell sources to generate power. The future goal would be to ultimately generate 100% of the electrical energy on-site.				

BPC BPCA Requirement/relevant text A No.	LEED LEED Equivalence	New York State Green Building Tax Credit Equivalence	Comments
.1 Use best efforts to incorporate micro-turbines, fuel cell and/or bio fuel cogeneration equipment. If proven unfeasible, allocate approximately 600 SF clear, with a minimum height of 12', for future incorporation. Plan for a readily accessible pathway to heating and electrical systems and for possible use of water byproducts (steam or hot water).		638.7(n): Alternate Energy Sources 638.7(n)(1): Standards: 638.7(n)(1)(I): The fuel-cell and/or photovoltaic modules must constitute building-integrated and non-building integrated photo-voltaic modules and fuel cells. They must be installed to serve the base building or tenant space. To qualify they must have the capability to monitor their AC output and be validated upon installation, and annually thereafter, to ensure that such systems meet their design specifications.	
.2 Provide on-site renewable energy generation systems such as building integrated photovoltaics (BIPVs) and/or wind power that contribute a minimum of 5% of the base building electrical demand load.	Energy Credit 2.1: Supply at least 5% of the building's total energy use (at expressed as a fraction of thermal energy cost) through the use of on-site renewable energy systems.	638.7(n)(1)(II): The fuel-cell and/or photovoltaic module must remain in service for the period of the eligibility certificate.	NB: There is a divergence of language between LEED and the Residential Guidelines on this point - total energy use v base building electrical load.
.3 Specify adaptable equipment that can accept multiple fuel sources (i.e. bio fuels versus natural gas).			
.4 Use best efforts to purchase a portion of the building's power from energy providers that utilize water, wind, solar and/or fuel cell sources to generate power.			LEED points, if any will depend on the final power supply contract negotiated by the building, since the Residential Guidelines only ask for best-efforts.
	SUBTOTAL		

Enhanced Indoor Environmental Quality:

2.1 Provide an interior environment superior to the exterior environment. .1 .1 Use ASHRAE 62-2001 as the reference standard for indoor air quality performance.	EQ Prerequisite 1 - Meet the minimum requirements of voluntary consensus standard ASHRAE 62-1989-1990 Ventilation for Acceptable Indoor Air Quality and approved Addenda.		

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BPC No.	BPCA Requirement/relevant text	LEED	LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
	.2 Per apartment, provide 150 CFM (cubic feet per minute) per kitchen and 50 CFM per bathroom of ducted outside fresh air by means of mechanical ventilation. For example, a one-bedroom apartment with 1½ baths is provided with (150 Kitchen + 50 Bath + 50 Bath) 250 CFM of filtered fresh air. a. Provide a dedicated (24 hours-a-day/ 7 days-a-week) central outside air system, individually ducted to each apartment, will provide tempered (68° F, humidified) air during heating conditions and cooled (76° F, dehumidified) air during cooling conditions. b. Provide ventilation supply air within each apartment that maintains negative pressurization balance relative to the corridor. c. Provide ventilation supply air to corridors as per applicable codes, with no exhaust, to maintain positive pressurization relative to apartments and thus prevent odor and smoke migration from apartments to corridors. .3 Provide a filtering system with a Minimum Efficiency Reporting Value (MERV) of at least 13 for exterior air and a MERV of at least 10 for interior recirculation units. .4 Establish perameters to address air-infiltration (i.e. substantial reduction or managed intake and					

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BPC BPCA Requirement/relevant text A No.	LEED LEED Equivalence	New York State Green Building Tax Credit Equivalence	Comments
.5 Provide dedicated ventilation systems for maintenance areas associated with chemical use, paint storage, or other potentially harmful pollutants.	LEED IEQ Credit 5: Design to minimize pollutant cross-contamination of regularly occupied areas: Employ permanent entryway systems (grills, grates, etc.) to capture dirt, particulates, etc. from entering the building at a high volume entryways. Where chemical use occurs (including housekeeping areas and copying/printing rooms), provide segregated areas with deck-to-deck partitions with separate outside exhaust at a rate of at least 0.50 cubic feet per minute per square foot, no air re-circulation and maintaining a negative pressure of at least 7 PA (0.03 inches of water gauge). Provide drains plumbed for appropriate disposal of liquid waste in spaces where water and chemical concentrate mixing occurs.		Both Residential Guidelines 2.1.5 and 2.1.9 address LEED EQ Credit 5.
.6 Provide mechanical exhaust for all kitchens. .7 Provide mechanical exhaust to the outside for all dryers, unless ductless condenser dryers are used. .8 All exhaust (toilet, kitchen, laundry) must be ducted with full sheet metal linings. .9 Provide walk-off grilles or mats at the interior of all building entrances to capture potential contaminants and dirt, and to decrease maintenance requirements. .10 Prohibit the use of thru-wall heating/cooling systems. .11 Provide humidity stabilization throughout the year to all occupied building spaces. Provide a benchmark 66° F 30% RH in winter and 76° F 50% RH in summer. Humidification during heating periods maybe suspended when ambient conditions fall below ASHRAE 99% design conditions (i.e. below 15F in NYC).			See LEED IEQ Credit 5.

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BPC BPCA Requirement/relevant text A No.	LEED LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
2.2 Specify materials and finishes (including flooring and furniture) that contain no known carcinogens, have low levels of volatile organic compounds (VOCs), and are non-toxic and chemically inert to reduce the amount of indoor air contaminants that are odorous, irritating, and unhealthy to occupants.				
.1 "Products applied in the field" (see Glossary definition) shall meet the VOC and chemical component limits of Green Seal (www.greenseal.org) requirements or (if no certification criteria is available through Green Seal) the levels set forth in the South Coast Air Quality Management District Rule # 1168 (www.aqmd.gov/rules/r1188.html) and the Bay Area Air Quality Management District Regulation 8, Rule 51 (www.baaqmd.gov/dst/regs/rg0851.pdf)	EQ Credit 4.1: The VOC content of adhesives and sealants used must be less than the current VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168 AND all sealants used as fillers must meet or exceed the requirements of the Bay Area Air Quality Management District Regulation 8, Rule 51. EQ Credit 4.2: VOC emissions from paints and coatings must not exceed the VOC and chemical component limits of Green Seal's Standard GS-11 requirements. EQ Credit 4.3: Carpet systems must meet or exceed the requirements of the Carpet and Rug Institute's Green Label Indoor Air Quality Test Program.			
.2 Prohibit added urea-formaldehyde in composite and wood-based products.	EQ Credit 4.4: Composite wood and agrifiber products must contain no added urea-formaldehyde resins.			
2.3 Increase occupant and operator control of HVAC and natural ventilation systems to support optimum health and comfort within the building.	EQ Credit 6.1: Provide at least an average of one operable window and one lighting control zone per 200 square feet for a regularly occupied areas within 15 feet of the perimeter wall.			

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BPC No.	BPCA Requirement/relevant text	LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
	.1 Provide all apartments with programmable controls for HVAC systems based on a 7-day/4-period cycle.	EQ Credit 6.2 Provide controls for each individual for airflow, temperature and lighting for at least 50% of the occupants in non-perimeter regularly occupied areas.			
	.2 Provide computerized Building Management Systems (BMS) or equivalent for base building operation and monitoring.				
2.4	Implement design strategies to maximize access to daylight and outdoor views in a glare-free way and, whenever possible, integrate indoor space with the outside environment to improve IEQ for building occupants.				Residential Guideline 2.4, along with 2.3 and 2.3.1 make the design eligible for LEED EQ 6.1
	1. In all apartments, increase natural light in habitable rooms by 30% over NYC Building code requirements.				LEED EQ 8.1 and 8.2 are possibilities but not certain.
	.2 Maintain a minimum floor-to-ceiling height in habitable rooms of 8'-6".				
2.5	Pests (such as cockroaches, mice, and rats) and their excrement may be a source for asthma, allergies, and other health concerns for building occupants. In addition, the use of toxic chemicals to rid buildings of these pests can have an adverse affect on Indoor Environmental Quality. Rather than relying on extermination practices, responsible pest management relies primarily on the proper and thorough sealing of passages, feeding areas and breeding grounds that enable vermin to reproduce and move throughout a building.				
	.1 The developer shall prepare and implement a Pest Management Plan (IPMP) that abides by the requirements outlined in this section and §				
	.2 Properly seal, caulk, and repair points of entry, habitation, and breeding areas to mitigate against pest occurrences within the building. Use metal sheeting or mesh whenever possible.				
	.3 In all apartment kitchens, provide an in-sink garbage disposal unit that is compatible with the building water reclamation system.				

BPC BPCA Requirement/relevant text A No.	LEED	New York State Green Building Tax Credit Equivalence	Comments
	LEED Equivalence	LEED	
2.6 Prevent indoor air quality problems stemming from the construction/renovation process in order to help sustain the health and well-being of construction workers and building occupants.			
.1 Develop and implement an Indoor Air Quality(IAQ) Management Plan for the construction and pre-occupancy phases of the building that meets or exceeds the recommended Design Approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3. The plan shall require the following:	EQ Credit 3.1 - Develop and implement an Indoor Air Quality (IAQ) Management Plan for the construction and pre-occupancy phases of the building as follows: During construction meet or exceed the recommended Design Approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3		
.a Protection of stored on-site or installed absorptive materials from moisture damage and other forms of contamination.	Protect stored on-site or installed absorptive materials from moisture damage		
.b Protection of all ductwork during construction and replacement of all filtration media immediately prior to occupancy (see 2.1.4)	If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy. Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999 for media installed at the end of construction		
.c Monitoring of IAQ during construction as per SMACNA criteria outlined above.			
.d Implementation of site sanitation and pest management to be enforced from pre-construction through the end of construction.	EQ Credit 3.2 - After construction ends and prior to occupancy, conduct a minimum two-week building flush-out with new Minimum Efficiency Reporting Value (MERV) 13 filtration media at 100% outside air. After the flush-out, replace the filtration media with new MERV 13 filtration media except the filters solely processing outside air.		Numerical definition of this Residential Guideline can be found in Guideline 2.1.3

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BPC No.	BPCA Requirement/relevant text	LEED		New York State Green Building Tax Credit Equivalence	Comments
		LEED Equivalence	LEED		
	Conserving Materials and Resources				
3.1	Facilitate the reduction of waste and the diversion of materials congruent with markets for recycling within the community that otherwise would be hauled and dumped into landfills.	Materials Pre-Requisite 1.1: Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics and metals.			
	.1 On each residential floor, provide a centralized and easily accessible "Trash and Recycling" room (with min. dimensions of 5'X5' and min volume of 2.9 cuft/dwelling unit) dedicated to the collection, separation, and temporary storage of conventional trash, paper, cardboard, glass, plastics and metals.				
	.2 Trash & Recycling rooms shall contain either separate waste and recycling disposal chutes or sorting bins for recycled materials to be managed by the building's recycling plan.				
	.3 Centralized trash/recycling holding areas will be ventilated, sealed to pests (see § 2.5.2), and maintained within the building for residential and all other building uses. At ground and/or basement levels, these areas shall have convenient access to designated collection points at street.				
3.2	Reduce the amount of construction waste and conserve energy and resources through reuse of existing building materials.	Materials Credit 2.1 & 2.2: Develop and implement a waste management plan quantifying material diversion goals. Recycle and/or salvage at least 50% of construction, demolition and land clearing waste. Calculations can be done by weight or volume, but must be consistent throughout.			
	.1 Before construction commences, develop a Waste Management Plan to be implemented during construction that will divert and recycle a minimum of 75% of waste material by weight.				
	.2 The developer will maintain and submit Waste Management Log accounting for recycled, diverted, and reused material quantities by weight.				

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BPC BPCA No.	BPCA Requirement/relevant text	LEED LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
3.3	Reduce the use of raw materials by replacing them with recycled materials or materials with recycled content.				
	.1 Use materials with recycled content such that the recycled content constitutes at least 10% of the total value of the materials in the project. The value of the recycled content portion of a material or furnishing shall be determined by dividing the weight of recycled content in the item by the total weight of all material in the item, then multiplying the resulting percentage by the total value of the item. Mechanical and electrical components shall not be included in this calculation. Recycled content materials shall be defined in accordance with Federal Trade Commission Document, Guides for the Use of Environmental Marketing Claims, 16 CFR 260.7(e) available at www.ftc.gov/bcp/grnrule/guides980427.htm.		Materials Credit 4.1 - Use materials with recycled content such that the sum of post-consumer recycled content plus one-half of the post-industrial content constitutes at 5% of the total value of the materials in the project. The value of the recycled content portion of a material or furnishing shall be determined by dividing the weight of recycled content in the item by the total weight of all material in the item, then multiplying the resulting percentage by the total value of the item. Mechanical and electrical components shall not be included in this calculation. Recycled content materials shall be defined in accordance with the Federal Trade Commission document, Guides for the Use of Environmental Marketing claims, 16 CFR 260.7(e) available at www.ftc.gov/bcp/grnrule/guides980427.htm		
3.4	Reduce the impact of building materials transport and support the local economy.				
	.1 Use a minimum of 50% of all building materials (based on cost) that are manufactured, extracted, harvested, and/or recovered within a 500-mile (air) radius of the project site.		Materials Credit 5.1 & 5.2 - Of the regionally manufactured materials documented for MR credit 3.1, use a minimum of 50% of building materials and products that are extracted, harvested or recovered, as well as manufactured, within 500 miles of the project site.		
3.5	Reduce the use of finite raw materials by replacing them with rapidly renewable materials.				
	.1 Use best efforts to specify products made with renewable or rapidly renewable materials.				

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BPC, BPCA Requirement/relevant text A No.	LEED	New York State Green Building Tax Credit Equivalence	Comments
	LEED Equivalence	LEED	
3.6 Reduce ozone depletion by prohibiting the use of CFC-based refrigerants in HVAC&R systems, as well as solvents, insulation materials, or other building components that contain CFCs or use them during production. Ensure support of early compliance with the Montreal Protocol.	EA Pre Requisite 3 – Zero Use of CFC based refrigerants in new base building HVAC&R systems. When reusing existing base building HVAC equipment, complete a comprehensive CFC phase-out conversion.	638.7(m) Refrigerants. 638.7(m)(1): All new air conditioning equipment (including chillers, water or air cooled unitary equipment, water cooled heat pumps, air conditioners, and other similar air conditioning equipment) exclusively utilizes one of the following:	
.1 Prohibit use of CFC-based equipment.	EA Credit 4 – Install base building level HVAC and refrigeration equipment and fire suppression systems that do not contain HCFCs or Halons.	638.7(m)(1)(I) an EPA approved non-ozone depleting refrigerant.	LEED point would be captured only if no HCFC is used; something that the Residential Guidelines consciously allow (due to their lower Global Warming Potential).
.2 Avoid the use of insulation materials that utilize chlorine-based gases in their production process.		638.7(m)(1)(II) within two years of the effective date of this Part, a refrigerant composed of 1,1-dichloro-2, 2, 2-trifluoroehane, commonly referred to as "HCFC-123." Any owner/operator of a green building utilizing a refrigerant authorized by this subparagraph HCFC-123 who submits the written statement required by section 638.5 (a) of this part within two years of the effective date of this part will be entitled to the green refrigerant component for the entire time period specified in the Initial Credit Component Certificate issued by the Department.	
		638.7(m)(1)(III) the two year time limit set forth in the subparagraph (ii) shall not apply in the event that the Commissioner determines that the environmental attributes of HCFC-123, in aggregate are equal to or more beneficial than the environmental attributes of EPA-approved non-ozone depleting refrigerants. Such determination shall be made following notice and a minimum 30-day opportunity for public comment and shall consider the environmental attributes of the refrigerant, including global warming potential as defined by the United States Environmental Protection Agency, and any other attributes deemed necessary by the Commissioner.	

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BPC BPCA Requirement/relevant text A No.	LEED LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
3.7 Limit contributions to pollution and the use of non-renewable energy sources for transportation by encouraging the use of bicycles and hybrid-powered vehicles.				
.1 Provide enclosed bicycle storage at no additional charge to the tenant for a minimum of 0.5 bicycles per apartment.		SS Credit 4.2: For residential projects provide the LEED Letter Template signed by the architect or responsible party declaring the design occupancy for the buildings, number of covered bicycle storage facilities for securing bicycles and demonstrating that these facilities can accommodate at least 15% of building occupants.		.5 bicycle spaces per apartment, even assuming 5 residents per apartment, is in excess of the LEED requirement of spaces for 15% of occupants.
.2 Provide preferred parking spots for 5% of the total parking capacity for hybrid, electric, and/or shared vehicles.				Possibility of scoring LEED SS 4.3. May require some interpretation.
		SS Credit 4.1: Locate project within 1/2 mile of a commuter rail, light rail or subway station or 1/4 mile of two or more public or campus bus lines usable by building occupants.		Any building located in BPC will captura this LEED point automatically.
3.8 Encourage responsible forest management to protect and prolong forest habitats and wood species.				
.1 For all wood-based building components installed by the developer, use a minimum of 35% of wood-based materials and products certified in accordance with guidelines and criteria decreed the Forest Stewardship Council (FSC), the Forest Stewardship Program (FSP), the Sustainable Forestry Initiative (FSI) or Green Tag Forest. Components include, but are not limited to, flooring, finishes, furnishings, and non-rented temporary construction applications (concrete form-work need not be incorporated into this calculation).		Materials Credit 7: Use a minimum of 50% of wood-based materials and products certified in accordance with the Forest Stewardship Council's Principles and Criteria, for building components including, but not limited to, structural framing and general dimensional framing, flooring, finishes, furnishings, and non-rented temporary construction applications such as bracing, concrete form work and pedestrian barriers.		
.2 Encourage tenants, by incorporation of appropriate literature into the Tenant Guide, to utilize wood and wood products certified by the above-mentioned organizations.				

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BPC, BPCA Requirement/relevant text A No.	LEED	New York State Green Building Tax Credit Equivalence	Comments
	LEED Equivalence	LEED	
3.9 Decrease the amount of SOx, CO, and other pollutants that are released into the atmosphere from construction vehicles. .1 Use ultra-low sulfur diesel fuel or compressed natural gas (CNG) for all construction vehicles with a carrying capacity in excess of 5 tons and for all portable generators. .2 Ensure that diesel-based construction vehicles with a carrying capacity in excess of 5 tons and, whenever possible, any other diesel based construction equipment (i.e. generators), are equipped with high performance engines and catalyzed diesel particulate filters.	Innovation Credit: To provide design teams and projects the opportunity to be awarded points for exceptional performance above the requirements set by the LEED Green Building Rating System and/or innovative performance in Green Building categories not specifically addressed by the LEED Green Building Rating System		

Education, Operations and Maintenance

4.1 Proper training and educational resources will ensure that construction and maintenance staff understand green building practices. Keeping tenants well-informed about the building's features and their role with regards to its performance will help them save energy and improve their health and well-being. .1 The developer shall develop and maintain a comprehensive Tenant Guide and make it available to all building occupants at lease signing and on-line for continuous updating. The Guide will: . Describe design features and systems utilized in the apartments. . Provide a list of efficient lighting fixtures, dimming controls, and lamps (compact	Innovation Credit: To provide design teams and projects the opportunity to be awarded points for exceptional performance above the requirements set by the LEED Green Building Rating System and/or innovative performance in Green Building categories not specifically addressed by the LEED Green Building Rating System		

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BPC No.	BPCA Requirement/relevant text	LEED	LEED Equivalence	New York State Green Building Tax Credit Equivalence	Comments
	• Provide a list of recommended Energy Star appliances with high EER ratings. • Outline general protocol about pest management practices. • Outline emergency procedures. • Provide criteria for proper selection and use of cleaning products. • Provide recommendations for the selection of furnishing, carpeting, paints and sustainable wood products (see 3.6.1) • Provide guidelines for recycling and waste disposal.				
	.2 The developer shall provide "green construction practices" training to all on-site construction management and personnel.	Innovation Credit: To provide design teams and projects the opportunity to be awarded points for exceptional performance above the requirements set by the LEED Green Building Rating System and/or innovative performance in Green Building categories not specifically addressed by the LEED Green Building Rating System.			
	.3 The building operations manager and other key staff responsible for operating building systems shall attend a minimum five day training course on building systems operation.				
	.4 In the lobby area, provide a bulletin board (minimum 2'x3') for posting energy/environmental education information, including posting of monthly building energy performance reports comparing to benchmarks/peers. This information shall also be displayed online.				
4.2	Test and calibrate building systems to be certain they can be operated as designed in order to achieve and maintain energy performance and Indoor Environmental Quality (IEQ) requirements. Typically, fans, pumps, motors, and other equipment are installed that do not meet design specifications. The result is inferior performance, reduced indoor air quality and increased energy consumption.	EA Pre-Requisite 1: Implement or have a contract in place to implement the following fundamental best practice commissioning procedures:			

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BPC A No.	BPCA Requirement/relevant text	LEED	LEED Equivalence	New York State Green Building Tax Credit Equivalence	Comments
	.1 Engage a commissioning team that does not include individuals directly responsible for project design or construction management. This team shall include a commissioning authority independent of the design team (the Independent Commissioning Authority, or ICA) who shall conduct a review of the design prior to the construction documents phase, including review of the design intent and the basis of design documentation.	LEED	Engage a commissioning team that does not include individuals directly responsible for project design or construction management. Review the design intent and the basis of design documentation. Incorporate commissioning requirements into the construction documents. Develop and utilize a commissioning plan. Verify installation, functional performance, training and operation and maintenance documentation. Complete a commissioning report.	638.8 Commissioning 638.8(a): Applicability: This subpart sets forth the requirements for commissioning of the mechanical plant of a base building. This includes: (1) those systems, equipment and components of the mechanical plant that affect energy consumption, and (2) indoor air quality systems, equipment and components that effect mechanical ventilation. These commissioning requirements do not apply to the mechanical plant, if any, of tenant space. These requirements do not apply to components that do not apply to components that do not affect the energy use of the building, such as safety controls. 638.8(b): Commissioning Process : The owner must implement the commissioning process summarized below: THE NEXT 20 PAGES OF THE GBTC COVER ALL THE PROCEDURES TO BE FOLLOWED IN ORDER TO MEET WITH TOWARDS FULFILMENT OF THE COMMISSIONGING/MAINTENANCE AND RECORD KEEPING REQUIREMENTS.	
	.2 Develop and utilize a Commissioning Plan for all operating equipment, including HVAC equipment and systems, building monitoring system (BMS), plumbing systems including grey/blackwater, lighting controls including occupancy sensors, photovoltaics, supply and exhaust air, and any other green equipment.				
	.3 Incorporate commissioning requirements into the construction documents.				

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BPC A No.	BPCA Requirement/relevant text	LEED	New York State Green Building Tax Credit Equivalence	Comments
		LEED Equivalences	LEED	
	.4 The ICA shall: a) a review of the construction documents near completion of the construction document development and prior to issuing the contract documents for bidding. b) Review the contractor submittals relative to systems being commissioned, and verify installation, functional performance, training, operation, and maintenance documentation. c) Complete and provide the developer with a Commissioning Report, including a single manual that contains the information required for re-commissioning building systems. d) Review building operation with O&M staff, including a plan for resolution of outstanding commissioning-related issues within one year after construction completion or 85% rent-up date.	EA Credit 3: In addition to the Fundamental Building Commissioning prerequisite, implement or have a contract in place to implement the following additional commissioning tasks: 1. A commissioning authority independent of the design team shall conduct a review of the design prior to the construction documents phase. 2. An independent commissioning authority shall conduct a review of the construction documents near completion of the construction document development and prior to issuing the contract documents for construction. 3. An independent commissioning authority shall review the contractor submittals relative to systems being commissioned. 4. Provide the owner with a single manual that contains the information required for re-commissioning building systems. 5. Have a contract in place to review building operation with O&M staff, including a plan for resolution of outstanding commissioning related issues within one year after construction completion date.		
	4.3 Design and specify equipment to be installed in the base building and individual apartment systems to provide feedback for comparison, management, and optimization of actual vs. estimated energy performance over time and Indoor Environmental Quality. .1 Install and maintain a permanent monitoring system that tracks IEQ and energy performance of the base building systems and allows operators to make adjustments to maintain targets set by the HLCBPCA.			Could possibly capture EA Credit 5.

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BPC BPCA Requirement/relevant text	LEED	New York State Green Building Tax Credit Equivalence	Comments
A No.	LEED Equivalence	LEED	
.2 Submit an air quality testing protocol. Provide an Air Quality Profile, prepared by a licensed engineer or certified industrial hygienist, for a sample of 10% of evenly distributed units at time of initial occupancy that meets the following criteria:< 50 ppb of Formaldehyde< 200 µg/m3 total Volatile Organic Compounds			
.3 The developer shall ensure that at least 50% of the yearly apartment turnover receives an Air Quality Profile as outlined in § 4.3.2. No apartment shall turn over more than once without receiving an Air Quality Profile.			
4.4 Provide for maintenance and operational continuity by establishing an ownership system that guarantees accountability for maintaining performance standards.			
.1 The developer shall prepare and submit a Maintenance Manual to the HLCBPCA for review which will be made available to all maintenance staff for long and short term maintenance of the building, prior to the first TCO. The manual will be used as research data for future building standards and will also serve as a valuable resource for building design teams on future development projects. The Maintenance Manual shall:			
. Provide descriptions, details and schedules of installed building services, plants, systems and controls.			
. Provide specific manuals and additional manufacturer's literature, model numbers, methods of operation and maintenance practices for installed building equipment etc.			
. Provide details on various metering systems and mechanisms that collectively enable energy consumption to be monitored and controlled.			
. Outline best practices for maintenance and housekeeping.			
. Outline best practices for pest management and mold prevention/control.			

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BPC A No.	BPCA Requirement/relevant text	LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
	. Incorporate material substitution and method variations.				
	. Compile field data, contractor's affidavits and construction log information.				
	. Include a complete As-Built drawing set.				
	.2 Persons responsible for maintaining building systems, including the expected building superintendent and boiler/chiller plant operators from other buildings in the developer's portfolio, are to be involved in the design, selection, and commissioning of all building equipment.				
	.3 Developer shall prepare an annual Building Performance Report, including actual energy consumption with comparisons to benchmarks, and any changes to O&M arrangements/procedures or major energy consuming equipment (Specific systems metered and Report structure to be determined by developer and BPCA on a case-by-case basis. See 1.2.3)				
	SUBTOTAL				
	Water Conservation and Site Management				
5.1	Minimize the impact of storm water on New York City's storm water system and minimize the use of potable water for maintenance and landscaping purposes by treating and recycling water on-site.				
	.1 Provide for 100% (avg. 2 in. rain/ week) of all roof and setback rain water to be collected for maintenance and landscape irrigation by providing on-site storage, treatment, and infrastructure.				Water Efficiency Credits 1.1. and 1.2 requirements are worded differently from the Residential Guidelines. However the Guidelines may still be able to capture these two points.
	.2 Adopt Best Management Practices (BMP, as published by the Office of Wastewater, Environmental Protection Agency (EPA) and available at www.epa.gov/owm/mtb/runoff.pdf) for harvesting rain-water and using it on-site.				

BPC BPCA Requirement/relevant text A No.	LEED LEED Equivalence	LEED	New York State Green Building Tax Credit Equivalence	Comments
.3 Provide only clearly labeled "Reclaimed Water" taps at the exterior of the building for building maintenance, sidewalk washing, and landscaping needs. Reclaimed water shall be appropriately filtered and treated for this and other types of uses.				
.4 Design a sediment and erosion control plan, specific to the site, that conforms to the United States Environmental Protection Agency (EPA) Document No. EPA 832/R-92-005 (September 1992), Storm Water Management for Construction Activities, Chapter 3, or local erosion and sedimentation control standards and codes (whichever is more stringent). The plan shall meet the following objectives: a. Prevent loss of soil during construction by storm water runoff and/or wind erosion, including protecting topsoil by stockpiling for reuse. b. Prevent sedimentation of storm sewer or receiving streams and/or air pollution with dust and particulate matter.				
5.2 Minimize the use of potable water by reducing water needs.				
.1 Install fixtures that in aggregate use 10% less water than the water usage requirements in the Energy Policy Act of 1992.			638.7(k) Plumbing Fixtures: This subpart applies to base buildings and tenant spaces. 638.7(k)(1) Standard: All plumbing fixtures in the public area of a base building, or in all areas of a tenant space, must meet the requirements of the New York State Energy Policy Act of 1992, New York State Energy Law Article 6; 9 NYCRR 1250.c and 9 NYCRR 7810-7818 inclusive (see Section 638.10) or successor provision in effect at the time the building or rehabilitation for which the green building credit is claimed is placed in service.	At 20% savings level, LEED WE 3.1 can be captured.
.2 Specify low water volume/conserving fixtures, toilets, dishwashers and only front-loading laundry facilities with a maximum of 20 gallons per use (see www.aceee.org for an updated list of recommended appliances).				

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BPC No.	BPCA Requirement/relevant text	LEED	LEED Equivalence	New York State Green Building Tax Credit Equivalence	Comments
	.3 Utilize drip irrigation systems (if applicable).				
5.3	Minimize the impact on New York City's sewer system and reduce the use of potable water by treating and reclaiming water from lavatories, toilets, showers, sinks, laundry, and dishwashing facilities.				
	.1 Treat and reuse all waste water with an on-site Blackwater Treatment System.	WE Credit 2: Reduce the use of municipally provided potable water for building sewage conveyance by a minimum of 50% OR treat 100% of wastewater on-site to tertiary standards			
	.2 Use on-site, ecology-based filtering technology (i.e.,ultra-filtration) as opposed to chemical treatment for reclaimed water treatment.			638.7(l)(1)(III): The base building must be served by alternate supply water in accordance with the following requirements:	
	.3 Use reclaimed water for sewage conveyance, toilet flushing cooling tower make-up, irrigation, and/or building management uses (in all cases, if applicable and properly treated). Provide clearly labeled "Reclaimed Water" taps wherever treated water is made available to tenants and/or staff.			638.7(l)(1)(III)('a'): Except as provided for in this subpart, the applicable plumbing code and all other applicable regulations in effect must be met. 638.7(l)(1)(III)('b'):The requirements of one of the following must be met. 638.7(l)(1)(III)('b')('1'): Alternate supply water used for a portion of the water needs of the building. 638.7(l)(1)(III)('b')('1')('I'): A new base building must meet the requirements of Criterion 1 set forth in clause('iv'), of this subparagraph ('1'). If the projected 638.7(l)(1)(III)('b')('1')('II'): A base building that is remodeled and that has a projected toilet/urinal water use of greater than 20 percent of the total water use of the base	

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BPC BPCA Requirement/relevant text A No.	LEED		New York State Green Building Tax Credit Equivalence	Comments
	LEED Equivalence	LEED		
			638.7(i)(1)(iii)('b')('1')('iii'): To meet the requirements of the criteria set forth in clauses ('iv') and ('v') below, any type of alternate water may be used singly or in combination. The various water types of alternate supply water maybe combined at a point in the stream that is appropriate for the level of treatment each requires. The alternate supply water must be dyed using a permanent nontoxic dyeing system, to allow clear differentiation between the potable and non-potable water streams at all times.	
5.4 Minimize the use of potable water for building and grounds maintenance, and avoid using pesticides, herbicides, or fertilizers that may pollute the environment. .1 Specify 100% of plantings to be those that require low amounts of water and are pest and disease resistant. Plant material subject to review by Hugh L. Carey Battery Park City Parks Conservancy (HLCBPCPC). .2 Use proper top-soil medium that allows for the implementation of organic maintenance practices (i.e.non-toxic pesticides, herbicides, and fertilizers) as per HLCBPCPC requirements.				Residential Guidelines are progressive and will result in substantial savings of potable water consumption. However to capture LEED WE 1.1 and 1.2, the project will have to quantify savings over a base building scenario.
5.5 Minimize contribution to Heat Islands and reduce the amount of heat gain/loss through the roof. .1 75% of all open roof area (remaining area not used for mechanical equipment) to be planted as a "green" roof garden (i.e., grass and/or other vegetation).	SS Credit 7.2: Use ENERGY STAR compliant, highly reflective AND high emissivity roofing (emissivity of at least 0.9 when tested in accordance with ASTM 408) for a minimum of 75% of the roof surface OR install a "green" (vegetated) roof for at least 50% of the roof area. Combination of high albedo and vegetated roof can be used provided they collectively cover 75% of the roof area.			

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BPC BPCA Requirement/relevant text A No.	LEED	New York State Green Building Tax Credit Equivalence	Comments
	LEED Equivalence	LEED	
2. Remaining roof areas to use light-colored/high-albedo materials with a reflectance value of at least 0.3			
.3 Provide street trees as per HLCBPCPC requirements.			
5.6 Eliminate light trespass from the building and site, improve night sky access and reduce development impact on nocturnal environments.			
.1 Meet or provide lower light levels and uniformity ratios than those recommended by the Illuminating Engineering Society of North America (IESNA) Recommended Practice Manual: Lighting for Exterior Environments (RP-33-99).	SS Credit 8: Meet or provide lower light levels and uniformity ratios than those recommended by the Illuminating Engineering Society of North America (IESNA)		
.2 Design exterior lighting such that all exterior luminanaires with more than 1000 initial lamp lumens are shielded and all luminaries with more than 3500 initial lamp lumens meet the Full Cutoff IESNA Classification.	Recommended Practice Manual: Lighting for Exterior Environments (RP-33-99). Design exterior lighting such that all exterior luminaries with more than 1000 initial lamp lumens are shielded and all luminaires with more than 3500 initial lamp lumens meet the Full Cutoff IESNA Classification		
.3 The maximum candela value of all interior lighting shall fall within the building (not out through windows) and the maximum candela value of all exterior lighting shall fall within the property.	The maximum candela value of all interior lighting shall fall within the building (not out windows) and the maximum candela value of all exterior lighting shall fall within the property. Any luminaire within a distance of 2.5 times its mounting height from the property boundary shall have shielding such that no light from that luminaire crosses the property boundary.		
4. Any luminaire within a distance of 2.5 times its mounting height from the property boundary shall have shielding such that no light from that luminaire crosses the property boundary.			

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EXHIBIT "21"

LIEN LAW §71-a(3)

3. (a) The initial advance pursuant to a contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of residential condominium unit or any structure designed solely for residential occupancy of not more than two families living separately, on property to be purchased shall, at the vendee's option, be deposited within five business days thereafter by the recipient in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in this state. Such deposit, together with the interest accumulated thereon, shall remain the property of the vendee except as otherwise provided herein. The recipient shall advise the vendee in writing of the name of the depositary where the funds have been placed within ten business days after such deposit has been made.

(b) In lieu of making the deposit of such moneys in an escrow account as provided in paragraph (a) of this subdivision, the recipient may post with the vendee a bond or contract of indemnity, issued by a surety company licensed to execute such an instrument in this state, guaranteeing the return of the moneys which otherwise would be required to be deposited in such escrow account, in which case the recipient shall not be required to deposit such money in an escrow account. Said bond or contract of indemnity shall be delivered to the vendee within ten business days after receipt of the initial advance.

(c) At any time after making the deposit of such moneys in the escrow account, the recipient may post with the vendee a bond or contract of indemnity issued by a surety company licensed to execute such an instrument in this state guaranteeing the return of such moneys, in which case the recipient shall not be required to maintain the deposit of such moneys in such account.

(d) Such advance shall be retained in the escrow account or such bond or contract of indemnity continued in effect until the trust is terminated (i) by the recipient's performance of the terms of the contract of sale, or (ii) by default of the vendee excusing the recipient's performance of the terms of the contract of sale, or (iii) by release or discharge of the recipient's liability to refund such advance to the vendee, or (iv) upon transfer of title of the real property to the vendee.

(e) Every contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of a residential condominium unit or a structure designed solely for the residential occupancy by not more than two families living apart, shall contain a statement advising the vendee of the provisions of this subdivision. Such statement shall be printed in bold type which is at least two points larger than any other printing contained thereon and shall read as follows:

> "YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE."

EXHIBIT "22"

STORAGE BIN LICENSE

STORAGE BIN LICENSE

AGREEMENT MADE THIS _____ day of _____, 200_ (this "Agreement") by and between the Residential Board of The Visionaire ("Licensor"), having an office at c/o 70 Little West Street, New York, New York, and _____, having an address at 70 Little West Street, New York, New York (the "Licensee");

WHEREAS, pursuant to that certain condominium declaration and by-laws for the condominium known as The Visionaire (the "Condominium") dated _____, recorded on _____ in Reel __, Page ___ (collectively the "Declaration") for the property having the street address 70 Little West Street, New York, New York (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Residential Section of the Condominium, including, without limitation the "Storage Bins" located in the Building as such term in more particularly defined and described in the Declaration;

WHEREAS, Licensee, owns or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Bin __ (the "Bin") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Bin during the term hereof for storage of Licensee's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. Licensee shall not store in the Storage Bin any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items. Licensee shall not (a) interfere with another tenant of Licensor, (b) store any property in the Building outside of the Bin, (c) allow any other person to use the Bin except in accordance with the terms hereof, or (d) deface, damage or alter the Bin, the Building or Licensor's equipment. Licensee shall keep the Bin locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys.

2. The term of this License shall commence on date first set forth above, and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Bin, broom clean, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Bin at the expiration or other termination of this Agreement shall be

considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

3. Licensee shall indemnify and save harmless Licensor and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Bin, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided.

4. Neither Licensor nor its agents or employees shall be liable for any theft or damage to any property stored in the Bin unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Bin at Licensee's own risk, including, without limitation, the possibility that the Bin may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances shall the Licensor or its agents be deemed to act as Licensee's bailee.

5. Licensee represents that it has made a thorough inspection of the Bin and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Bin. Licensee shall repair all damage to the Building and the Bin by the moving of its property, furniture or equipment.

6. Licensor shall not provide any services to the Bin, except lighting on the floor in which the Bin is located and elevator service. Licensee shall keep the Bin clean. Licensee shall have access to the Bin only from 9:00 A.M. to 10:00 P.M., seven days a week.

7. This Agreement shall inure to the benefit of the Licensor's successors and assigns and may not be modified except by a writing signed by the party to be charged.

8. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Bin until Licensee cures such default, or (ii) terminate this Agreement by the giving of written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

9. Licensee shall, at all times, use the Bin only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Bin. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.

10. Licensor or its agents shall have the right (but not the obligation) to open the Bin in an Emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Bin or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

11. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement or of any of the rules or regulations adopted by Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

12. Notwithstanding anything to the contrary set forth herein, in the event Licensee desires to assign this Agreement, such assignment shall comply with the then requirements of Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. Licensee may permit use of the Bin by others than the Permitted Users only with the consent of Licensor.

13. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Declaration.

14. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the Licensee.

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

LICENSOR:

RESIDENTIAL BOARD OF MANAGERS OF THE VISIONAIRE

By: _____

LICENSEE:

_____

_____