CONDOMINIUM OFFERING PLAN
for

THE 2 NORTHSIDE PIERS CONDOMINIUM

NORTHSIDE PIERS

located at
2 Northside Piers
Brooklyn, New York 11211

270 Residential Units	$237,798,300.00
12 Cabana Units	$ 1,755,000.00
Total Offering	$239,553,300.00

The Building will also have one (1) Commercial Unit which is not being offered for sale at this time by the Sponsor to the public under this Offering Plan.

SPONSOR:	SELLING AGENT:
Kent Avenue Property 2 LLC	**Toll Brothers Real Estate Inc.**
1865 Palmer Avenue, Suite 203	60 Merritt Boulevard
Larchmont, New York 10538	Fishkill, New York 12524

Date of Acceptance for Filing: August 25, 2008

This Offering Plan may not be used after August 24, 2009 unless extended by amendment

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

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

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

THE SPONSOR OF THIS OFFERING PLAN IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UP TO FIFTY PERCENT (50%) OF THE RESIDENTIAL UNITS. SPONSOR MAKES NO REPRESENTATION THAT IT WILL EXECUTE AGREEMENTS TO SELL MORE THAN FIFTY PERCENT (50%) OF THE RESIDENTIAL UNITS.

THE 2 NORTHSIDE PIERS CONDOMINIUM WILL BE A MEMBER OF TWO HOMEOWNERS ASSOCIATIONS. THE COST OF THE MEMBERSHIP IN THE HOMEOWNERS ASSOCIATIONS IS INCLUDED IN THE PRICE OF THE CONDOMINIUM UNITS.

THE 2 NORTHSIDE PIERS CONDOMINIUM
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Part I

SPECIAL RISKS

1. The Sponsor is retaining the unconditional right to rent fifty percent (50%) of the Residential Units in the Building that are being offered under this Plan. Sponsor will endeavor in good faith to sell up to fifty percent (50%) of the Residential Units, but makes no representation that it will execute Agreements to sell more than fifty percent (50%) of the Residential Units.

2. Pursuant to the terms of the Building Loan Agreement executed by the Sponsor in favor of Citibank, N.A., the Sponsor may declare the Offering Plan effective upon the execution of Agreements for a minimum of twenty-five percent (25%) of the Units in the Building.

Purchasers should note that certain banks and other lenders impose various restrictions on loans. Such restrictions may include requiring that a certain percentage (up to 50%) of the Units in a building be sold before the lender will consider making a loan. Thus it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of Units purchased is lower than a lender's particular sales minimum.

Even once the Offering Plan has been declared effective, lenders may still impose minimum sales requirements before granting a loan. It then 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. ***Please refer to the Section entitled "Effective Date of Plan" in Part I of this Plan for further discussion.***

3. A shore public walkway along the easterly bank of the East River that is adjacent to the Williamsburg Waterfront site, an upland connection leading from Kent Avenue to the shore public walkway, a pier, and supplemental open space (collectively "Public Access Area") will be constructed by the Sponsor and entities affiliated with the principals of the Sponsor. The Homeowners Association will be responsible for the maintenance and repair of the upland connection. The New York City Department of Parks and Recreation ("DPR") will be responsible for the maintenance and repair of the shore public walkway, the pier and the supplemental open space (collectively "Waterfront Access Areas"). The maintenance and repair of the Waterfront Access Area will be annually funded by the Homeowners Association. Please see Schedule C, located in Part I of this Offering Plan for more information related to this Property.

4. The Homeowners Association dues are not reflected, as such, on Schedule A, but are disclosed in Schedules B and C, which are located in Part I of this Offering Plan. In the first year of Condominium operation, the Condominium's Homeowners Association dues will be equal to approximately $167,429 ($13,952.42 monthly), which is 58% of the Homeowners Association budget for such period. The 1 Northside Piers Condominium, located at 1 Northside Piers, will be responsible for the remaining 42% of the Homeowners Association dues in the Condominium's first year of operation. The Homeowners Association dues are part of the Common Charges.

5. Pursuant to a Restrictive Declaration, the Sponsor may not apply for or accept a Temporary Certificate of Occupancy for the Building until (i) DPR has issued a Notice of

Substantial Completion for Phase II of construction of the Williamsburg Waterfront site; (ii) Sponsor and Sponsor's affiliates who are parties to the Restrictive Declaration ("Declarant") have transferred title of the Waterfront Access Areas to the City of New York and provided DPR with required Transfer Documents; (iii) Declarant has granted a Public Access Easement over the temporary upland connection and upland connection to the City of New York and provided DPR with required Easement Documents; (iv) Declarant has reimbursed DPR for costs of a resident engineer; (v) DPR and Declarant have executed a DPR Maintenance Agreement and an Upland Connection Maintenance Agreement for each phase of construction; (vi) Declarant has posted security, in an amount that has been certified by Declarant's landscape architect as being sufficient to cover 125% of the annual cost of maintaining the temporary upland connection or upland connection, as the case may be; (vii) Declarant makes its required annual deposit into the Waterfront Access Area maintenance account; (viii) Declarant has posted security, reasonably acceptable to the City of New York in the amount of four (4) months of annual Waterfront Access Area maintenance payment. The full text of the Restrictive Declaration is located in Part II of this Offering Plan.

6. Prior to and during construction planning, a subsurface environmental investigation conducted on the Land revealed semi-volatile organic compounds and metals in the soil and groundwater in excess of the New York State Department of Environmental Conservation's standards. Sponsor has hired an environmental consultant to remediate the condition and monitor it during the course of construction. The New York City Department of Environmental Protection will allow Sponsor to obtain a Temporary Certificate of Occupancy once the site has been remediated to its satisfaction. The Sponsor will obtain a Temporary Certificate of Occupancy prior to the first Unit closing and a Final Certificate of Occupancy within two (2) years of the First Unit Closing. Purchasers are referred the Sponsor's architect's Description of Property and Specifications, and to the Remedial Action Plan and the Construction Health and Safety Plan, prepared by AKRF Engineering, P.C., located in Part II of this Plan.

7. The By-Laws of the Condominium do not include a provision that, after the initial Sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Therefore, PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. Further, Unit Owners who are owner-occupants and Unit Owners who are non-residents (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their differing reasons for purchasing (i.e. purchase of a Residential Unit as a home as opposed to an investment). ***Please refer to the Section entitled "Control By Sponsor" and "Board of Managers" in Part I of this Plan for further discussion***

8. Upon the earlier of (i) the date upon which Sponsor shall own Unsold Residential Units having a Percent Interest in the Residential Section in the aggregate of twenty five (25%) percent or less or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it

to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as five (5) years after the First Unit Closing. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to relinquishing voting control of the Board of Managers, Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. ***Please refer to the Section entitled "Control By Sponsor" in Part I of this Plan for further discussion***.

9. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law or to correct an order issued by an insurance carrier to the extent that existing reserves are insufficient) ***Please refer to the Section entitled "Control By Sponsor" in Part I of this Plan for further discussion***.

10. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) amend the Declaration or the Bylaws so as to in any way adversely affect the Sponsor or its designees, or (ii) interfere with: the offer, sale or leasing of Units at the Property; the operations of general or sales or leasing offices at the Property; or actions necessary for renovation, repair or correction at the Property, as required by Sponsor. ***Please refer to the Section entitled "Control By Sponsor" in Part I of this Plan for further discussion***.

11. At the time an Agreement is executed, a Purchaser is required to make the option payment to Sponsor's Attorney (as Escrow Agent) in an amount equal to ten (10%) percent of the purchase price of the Unit(s) and, at Purchaser's option, ten (10%) percent of the fee to license a storage bin (the "Option Payment"). In the event a Purchaser defaults under the Agreement, time shall be of the essence for Purchaser to cure such default. "Time of the essence" means that if the Purchaser does not cure such default within thirty (30) days after Sponsor gives notice to the Purchaser of such default, Sponsor may, at its option, cancel such Agreement and retain, as liquidated damages, the Option Payment made by the Purchaser, together with interest earned thereon, if any. Additionally, if a Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date and Sponsor elects not to cancel that Purchaser's Agreement as a result of the same, the closing apportionments to be made at the Closing will be made as of the midnight of the day preceding the originally scheduled Closing Date. ***Please refer to the Section entitled "Procedure to Purchase" in Part I of this Plan for further discussion***.

12. A Purchaser who desires to finance the purchase of his or her Unit(s) shall in good faith make a truthful and complete application to TBI Mortgage Company ("TBI Mortgage"). Purchaser shall submit a loan application to TBI Mortgage at no cost to Purchaser within fourteen (14) days of Purchaser's execution of the Agreement

("Mortgage Application Period"). Purchaser may also submit an application at Purchaser's own expense to any mortgage lender of Purchaser's choosing within the Mortgage Application Period. TBI Mortgage is an affiliate of Toll Brothers, which is an affiliate of Sponsor.

Purchaser shall furnish, within five (5) days of any request, all information required by any lender and shall immediately to send Sponsor copies of any notice from Purchaser's lender(s) rejecting Purchaser's loan application(s). If Purchaser is not approved for a mortgage within sixty (60) days of the date of Purchaser's execution of the Agreement, Sponsor shall extend the mortgage application approval process until such time as: (1) Sponsor submits another application on substantially the same terms described above to a lender chosen by Sponsor, with no additional application fee to Purchaser, or (2) Sponsor declares the Agreement null and void, in which event all sums paid on account of the Purchase Price and extras shall be returned to Purchaser with interest, if any.

Purchaser shall within five (5) days of receipt (i) accept a loan commitment from the lender that Purchaser intends to use for settlement and (ii) mail an executed copy of the commitment to Sponsor. Purchaser shall also execute all documents and pay all fees required to consummate the mortgage transaction. By accepting the loan commitment, Purchaser shall be responsible for and bear the risk of meeting all conditions, if any, including but not limited to, the sale of other real estate presently owned by Purchaser. Purchaser's failure to fulfill any of such conditions or the termination or expiration of the mortgage commitment after it is received, for any reason, shall not entitle Purchaser to a return or refund of the Option Payments or release Purchaser from its obligation to pay the Purchase Price. ***Please refer to the Section entitled "Procedure to Purchase" in Part I of this Plan for further discussion of Purchaser's responsibilities.***

13. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time. ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan for further discussion.***

14. Sponsor shall not be required to offer a right of first refusal or seek or obtain approval (as the case may be) from the Condominium Board of Managers for any transfer, lease of, or alterations, repairs or improvement to its Units (provided that such alterations, repairs or improvements comply with applicable laws). ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan for further discussion.***

15. Purchasers shall be required to pay the New York City and New York State Transfer Taxes due upon their purchase of a Unit. Although Transfer Taxes are customarily paid by the seller in single-family and other covered transactions (other than condominium developments), the responsibility for payment of such taxes may be modified by contract. It is now customary in New York City for Purchasers of Units in condominium developments to pay Transfer Taxes. The New York City Department of Finance and New York State Department of Taxation and Finance each take the position

that, where the Purchaser pays such taxes, the amount thereof will be added to the taxable consideration. ***Please refer to the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan for further discussion.***

16. In accordance with the terms of this Plan, Sponsor has the right to sell Units to Purchasers for investment or resale. Accordingly, it is possible that certain Unit Owners will not be residents of the Building. Sponsor has further reserved the right to enter into Use and Occupancy Agreements for any Unit prior to Closing of the sale with the Purchaser thereof or with any other party, and residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or the Unit Owners. Individuals leasing Units from Sponsor will not, except as expressly provided in their respective Use and Occupancy Agreements, 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. ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan for further discussion.***

17. There is no limit on the number of Unit Owners who may purchase for investment rather than personal occupancy. Consequently, there may always be a substantial percentage of Unit Owners who are non-residents. ***Please refer to the Section entitled "Board of Managers" in Part I of this Plan for further discussion.***

18. Any Use and Occupancy Agreement for a 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 Use and Occupancy Agreement will constitute a default under the lease entitling Sponsor, at its sole discretion, to terminate such Use and Occupancy Agreement in accordance with applicable law. In addition, each Agreement may provide that an uncured default by the Purchaser under any Use and Occupancy Agreement with respect to the Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor, at its sole discretion, to terminate such Agreement and to exercise any remedies therein provided.

Purchasers or any other persons entering into a Use and Occupancy Agreement for a Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the Use and Occupancy Agreement. All other charges or other fees due under a Use and Occupancy Agreement shall be adjusted as of the Closing of the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Use and Occupancy Agreement. ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan for further discussion.***

19. While Units are being offered for sale or lease by Sponsor or its designees, there will be a greater number of visitors to the Building 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 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.

20. Each Residential Unit has windows equipped with safety "stops" in lieu of window guards. Each Residential Unit Owner is responsible for the maintenance, repair and replacement of the windows located in his Residential Unit. All replacement windows must contain safety "stops" designed specifically to prevent a child from falling out of the window. ***Please refer to the Section entitled "Rights and Obligations Rights and Obligations of Unit Owners and the Board of Managers" in Part I of this Plan.***

21. After completion of construction, the Sponsor will apply for a Certificate of Occupancy from the New York City Department of Buildings for the Building. The Sponsor will obtain a Temporary Certificate of Occupancy prior to the first Unit Closing and a permanent Certificate of Occupancy within two (2) years of the first Unit Closing, barring delays caused by *force majeure* or other reasons beyond the control of Sponsor. If the First Unit Closing occurs prior to the issuance of a permanent Certificate of Occupancy for the Building, Sponsor shall maintain in escrow an amount reasonably necessary to complete the work required to obtain a permanent Certificate of Occupancy, as determined and certified by Sponsor's architect. Purchasers are encouraged to review the New York City Department of Buildings Website for information on Certificates of Occupancy. ***Please refer to the Sections entitled "Description of Property and Improvements" and "Rights and Obligations of Sponsor" in Part I of this Plan for further discussion.***

22. Due to the size of the Building and the complex process of constructing a building in general, prospective Purchasers are advised that for a period of time following the First Unit Closing construction on and within the Building will likely be ongoing. During at least the first year of Condominium operation, construction workers will likely be on site performing construction work on various parts of the Building. As such, prospective Purchasers are advised that the Building's systems, including, but not limited to, the elevator, heating, cooling, air conditioning ventilation system, and water system may be disrupted from time to time. Prospective purchasers are advised that all of the foregoing work may be noisy and disruptive while being performed. In addition, prospective Purchasers are advised that the decoration and finishing of the Common Elements, including, but not limited to, the lobby and Building corridors may not be fully complete at the time of the First Unit Closing, and may, in fact, proceed for some time after the First Unit Closing, as each floor of the Building is completed. In addition, certain Common Elements, such as the gym and swimming pool, may not be available until the Building is fully operational.

23. Each Residential Unit consists of the area measured horizontally from the exterior face of exterior walls (perimeter and mechanical pipes are not deducted) or from the centerline of demising walls, common corridors, stairs, elevators and other mechanical equipment spaces or any other Common Elements. Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of the Residential Units is less than the area listed in Schedule A. Schedule A is located in Part I of this Plan.

24. The Building will be subject to Local Law 11 of 1998 ("Local Law 11"), which requires the exterior walls of buildings which are six (6) stories or higher to be examined by or under the direct supervision of a licensed architect or licensed professional engineer at least once every five (5) years. A copy of Local Law 11 is located in Part II of this Offering Plan.

25. Sponsor shall deliver a set of "as-built" plans to the Board of Managers within 180 days of the First Unit Closing. ***Please refer to the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan for further discussion.***

26. Prospective Purchasers are advised that the condominium building that is planned for construction in Phase III, when and if it is constructed, may obstruct Manhattan skyline views from some Units. Please refer to the Site Plan, located in Part II of this Offering Plan.

DEFINITIONS

"Agreement"	The agreement to purchase a Unit pursuant to the Offering Plan.
"Appurtenant Interest"	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	The overall board of managers of the Condominium, consisting of representatives of the Residential Board and of the Commercial Board.
"Building"	The structure located at 2 Northside Piers, Brooklyn, New York.
"Cabana Unit"	Any Unit designated as a Cabana Unit in the Declaration, and all such Cabana Units, are, collectively, referred to as the "Cabana Units".
"Cabana Unit Owner"	Any owner of a Cabana Unit, and all such owners are collectively referred to as "Cabana Unit Owners."
"Closing"	The time, place and procedure by which fee title to the Residential Unit or Cabana Unit in question is conveyed to a Purchaser pursuant to a fully executed Agreement.
"Closing Date"	The date upon which a Closing occurs.
"Commercial Board"	The board of managers comprised of representatives of the Commercial Unit Owners.

"Commercial Common Charges"	Assessments payable to the Commercial Board by the Commercial Unit Owners for the purpose of meeting (a) Commercial Common Expenses and (b) each Commercial Unit Owner's pro rata share of General Common Expenses.
"Commercial Common Elements"	Those Common Elements which serve or benefit exclusively the Commercial Units and/or the Commercial Unit Owners.
"Commercial Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Commercial Common Elements.
"Commercial Common Interest"	The proportionate undivided interest, expressed as a numerical percentage, of the Commercial Common Elements appertaining to each Commercial 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"	Those Commercial Common Elements which serve or benefit one or more but not all of the Commercial Units and/or the Commercial Unit Owners.
"Commercial Section"	The Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements.
"Commercial Unit"	A Unit designated as a Commercial Unit in the Declaration, and all such Commercial Units are referred to herein collectively as "Commercial Units."
"Commercial Unit Owner"	Any owner of a Commercial Unit, and all such owners are herein collectively referred to as "Commercial Unit Owners."
"Common Charges"	Each Unit's proportionate share of the Common Expenses in accordance with its Common Interest.
"Common Elements"	All portions of the Property other than the Units. Common Elements are comprised of General Common Elements, Residential Common Elements,

	Commercial Common Elements, and Limited Common Elements.
"Common Expenses"	The General Common Expenses, the Residential Common Expenses and the Commercial Common Expenses.
"Common Interest"	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan, the term "Condominium" specifically refers to The 2 Northside Piers Condominium.
"Condominium Act"	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owner's Power of Attorney.
"Declarant"	The Sponsor of this Offering Plan, or its designee. References to Declarant's rights throughout the Offering Plan, including the Declaration, are valid for so long as the Declarant has an ownership interest the Property.
"Declaration"	The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.
"Department of Law"	The New York State Department of Law.
"Easement Documents"	In the context of the Restrictive Declaration to which Sponsor is a party (the full text of which is located in Part II of this Plan), Easement Documents shall consist of: (i) a title commitment

	from a title company with a limit of liability acceptable to the New York City Department of Parks and Recreation showing evidence of a paid premium and that there are no liens or encumbrances on the phase being conveyed to the City of New York, except permitted encumbrances, insured by a reputable title company; (ii) all required transfer tax documents signed by Declarant; (iii) a survey prepared by a New York State licensed land surveyor.
"Filing Date"	The date that the Plan is accepted for filing by the Department of Law.
"First Unit Closing"	The first Closing of title with a bona fide Purchaser of a Residential Unit.
"Floor Plans"	The floor plans of the Units certified by a registered architect or licensed professional engineer, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.
"GBL"	Section 352-e of the New York State General Business Law.
"General Common Charges"	Assessments payable to the Condominium Board by the Residential Board and the Commercial Board for the purpose of meeting General Common Expenses.
"General Common Elements"	The Land and all parts of the Building, including its foundations, support and main roof, other than the Units, the Residential Common Elements, the Residential Limited Common Elements, the Commercial Common Elements and the Commercial Limited Common Elements.
"General Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.
"Homeowners Association"	A homeowners association is an organization established to govern a private community. In the context of this Offering Plan, "Homeowners

	Association" refers to Williamsburg Waterfront Homeowners Association, Inc.
"Insurance Trustee"	A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.
"Land"	All that certain tract, plot, piece and parcel of land situate, lying and being in the City and State of New York, County of Kings, as more particularly described in Exhibit A to the Declaration.
"Law"	The laws and ordinances of any or all of the Federal, New York State, New York City, and Kings County governments, the 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 and/or the Condominium, and/or the direction of any public officer pursuant to law.
"Majority of Unit Owners"	Majority of Unit Owners means either (i) more than fifty per cent in Common Interest in the aggregate, or (ii) more than fifty per cent in number of Units in the aggregate, or (iii) more than fifty per cent in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.
"Managing Agent"	A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the

limitations contained in such Section of the By-Laws.

"Membership Interest" — A member's interest in the Homeowners Association.

"Offering Plan" — The document filed with the New York State Department of Law which describes the Condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan."

"Operation of the Property" — The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"Permitted Mortgage" — A mortgage placed on a Unit made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee or the Seller of the Unit.

"Permitted Mortgagee"- — The holder of a Permitted Mortgage.

"Operation of the Property" — The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"Person" — A natural person, corporation, partnership, association, limited liability company, trustee or other legal entity.

"Power of Attorney" — The document, signed by Unit Owners, which appoints:

(i) the Board of Managers, as attorney-in-fact, to acquire, on behalf of all Unit Owners, any Unit which the Unit Owner thereof wishes to sell or abandon, together with the Appurtenant Interests thereto, and to deal with any such Units so acquired as they may determine; and

(ii) the Sponsor, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules

	and Regulations of the Condominium, or any of said documents, under certain conditions set forth in the Power of Attorney.
"Property"	Means and includes the Land, the Building and all other improvements thereon, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.
"Purchaser"	Any Person who has entered into an agreement with Sponsor to purchase any Unit and is not in default thereunder.
"Recording officer" and "Recording" or "Recorded"	Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.
"Residential Board"	The board of managers representing the Residential Unit Owners and Cabana Unit Owners.
"Residential Common Charges"	Assessments payable to the Residential Board by the Residential Unit Owners and the Cabana Unit Owners for the purpose of meeting (a) Residential Common Expenses and (b) each Residential Unit Owner's and Cabana Unit Owner's pro rata share of General Common Expenses.
"Residential Common Elements"	Those Common Elements which serve or benefit exclusively the Residential and Cabana Units and/or the Residential and Cabana Unit Owners.
"Residential Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements and/or the Residential Limited Common Elements (to the extent that such expenses are not the obligation of the Residential Unit Owners owning the Residential Units to which the Residential Limited Common Elements are appurtenant) or in connection with any

	services or facilities exclusively benefiting the Residential Section or the Residential Unit Owners.
"Residential Common Interest"	The proportionate undivided interest, expressed as a numerical percentage, of the Residential Common Elements appertaining to each Residential Unit and Cabana 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"	Those Residential Common Elements which serve or benefit one or more but not all of the Residential Units and/or the Residential Unit Owners.
"Residential Section"	The Residential Units, the Residential Common Elements and the Residential Limited Common Elements.
"Residential Unit"	Any Unit designated as a Residential Unit in the Declaration, and all such Residential Units, are, collectively, referred to as the "Residential Units".
"Residential Unit Owner"	Any owner of a Residential Unit, and all such owners are collectively referred to as "Residential Unit Owners."
"Rules and Regulations"	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
"Selling Agent"	Toll Brothers Real Estate Inc. or any successor selling agent at the time in question.
"Sponsor"	The promoter of a project and/or an offering plan to convert a particular parcel of property to cooperative or condominium ownership. Kent Avenue Property 2 LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive

	evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee."
"Transfer Documents"	In the context of the Restrictive Declaration to which Sponsor is a party (the full text of which is located in Part II of this Plan), Transfer Documents shall consist of (i) a bargain and sale deed with covenants against grantor's acts; (ii) a title commitment from a title company with a limit of liability acceptable to the New York City Department of Parks and Recreation showing evidence of a paid premium and that there are no liens or encumbrances on the phase being conveyed to the City of New York, except permitted encumbrances, insured by a reputable title company; (iii) a survey of the phase to be conveyed and the land thereunder prepared by a New York State licensed land surveyor; (iv); all required transfer tax documents signed by Declarant; and (v) documentation evidencing the subdivision of all applicable tax lots incident to such conveyance.
"Unit"	Any space in the Building designated as a Unit, and all such Units are collectively referred to as the "Units". The Units in the Building include Residential Units, Commercial Units, and Cabana Units.
"Unit Owner"	The person or persons owning a Unit in fee simple absolute, and all such unit Owners are collectively referred to as the "Unit Owners."
"Unit Deed"	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
"Unit Designation"	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the Floor Plans.
"Unsold Cabana Units"	Any Cabana Unit owned by Sponsor or its designee at the time in question.

"Unsold Residential Units"	Any Residential Unit or Cabana Unit owned by Sponsor or its designee at the time in question.
"Unsold Units"	Any Unit owned by Sponsor or its designee at the time in question.
"Williamsburg Waterfront"	The site located on the easterly bank of the East River which is intended to consist of the Condominium, two (2) additional residential condominiums, a residential rental building, and two (2) parking garages.
"Williamsburg Waterfront Homeowners Association, Inc."	The members of the Williamsburg Homeowners Association, Inc. will be the Board of Managers of the Condominium, and the boards of managers of the condominium located at 1 Northside Piers, and one (1) residential condominium planned for future construction.

INTRODUCTION

The Sponsor and current owner of the Property is Kent Avenue Property 2 LLC, a Delaware limited liability company, having an address at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538. The Sponsor acquired the Property by deed dated December 5, 2005. The Property is within a site that is controlled by other entities affiliated with the principals of Sponsor, which will collectively be referred to herein as "Williamsburg Waterfront." As of the Filing Date, Williamsburg Waterfront is partly under construction and partly vacant. The Sponsor will construct a thirty (30) story residential condominium (the "Building") on the Property.

On or about the date of the First Unit Closing, the Board of Managers will become a member of the Williamsburg Waterfront Homeowners Association, Inc. (the "Homeowners Association"). The Homeowners Association will be responsible for overseeing the maintenance, replacement and repair of certain common areas and facilities within Williamsburg Waterfront. The ultimate members of the Homeowners Association will be the Board of Managers of the Condominium, and the boards of managers of The 1 Northside Piers Condominium (which is located to the east of the Property) and a condominium that is planned for construction to the west of the Property at 3 Northside Piers (the "Future Condominium"). However, on or about the date of First Unit Closing, the Board of Managers and the board of managers of The 1 Northside Piers Condominium will be the only members of the Homeowners Association. There is no guaranty that the Future Condominium will, in fact, be built. All of the structures within Williamsburg Waterfront are being constructed by entities affiliated with the principals of the Sponsor.

The Sponsor and entities affiliated with the principals of the Sponsor will construct a shore public walkway along the easterly bank of the East River that is adjacent to the Williamsburg Waterfront site, an upland connection leading from Kent Avenue to the shore public walkway, a pier, and supplemental open space (collectively "Public Access Area"). Residents of the Building, as well as non-residents, will have access to the Public Access Area. The Homeowners Association will be responsible for the maintenance and repair of the upland connection. The New York City Department of Parks and Recreation ("DPR") will be responsible for the maintenance and repair of the shore public walkway, the pier and the supplemental open space (collectively "Waterfront Access Areas"). The maintenance and repair of the Waterfront Access Areas will be annually funded by the Homeowners Association. Please see Schedule C, located in Part I of this Offering Plan for more information about Homeowner Association dues.

Pursuant to a Restrictive Declaration between Sponsor and Sponsor's affiliates that are a party to the Restrictive Declaration ("Declarant"), Declarant will convey a permanent access easement to the City of New York for the public to use and enjoy the

upland connection. Declarant will also transfer fee simple absolute title to the Waterfront Access Areas to the City of New York.

Prospective Purchasers are advised that a mixed-use building 20 North 5th Street (which is located within Williamsburg Waterfront) is being constructed pursuant to the New York City Zoning Resolution, by an entity affiliated with some of the principals of the Sponsor. The building will include a garage, a retail space and affordable rental apartments. The exterior of 20 North 5th Street has been designed by the FxFowle Architects PC, which is the architect for the Building.

The Board of Managers will also be a member of the Williamsburg Waterfront Utilities Homeowners Association, Inc. (the "Utilities Homeowners Association"). The Utilities Homeowners Association governs the use, installation, maintenance, repair and replacement of utility lines, wires, pipes, conduits, telephone lines, cable television lines, water lines, sewers and drainage lines ("Utility Lines") within Williamsburg Waterfront. The members of the Utility Homeowners Association are Sponsor, the board of managers of The 1 Northside Piers Condominium and the fee owners of the properties located at 20 North 5th Street and 3 Northside Piers. Membership in the Utilities Homeowners Association shall be assigned to the board of managers of 20 North 5th Street and the 3 Northside Piers when and if those properties become subject to declarations of condominium. The Utilities Homeowners Association does not have an annual budget, but will assess each of its members on an "as needed" basis, in the event that maintenance, repairs or replacements of Utility Lines is required.

The Building will consist of two-hundred-seventy (270) Residential Units, one (1) Commercial Unit and twelve (12) Cabana Units. It will also have one apartment on the second floor, which is designated as a General Common Element under this Offering Plan. Such apartment will house the Building's resident manager.

In addition, Sponsor hereby offers Purchasers of Units the opportunity to acquire a license to use one of the eighty-nine (89) wire mesh bins or storage rooms (collectively, the "Storage Bins") located on the cellar of the Building on a first-come, first-served basis. The fees, sizes and number of each Storage Bin are set forth on Schedule A-1 in Part I of the Offering Plan.

Purchasers are advised that the Storage Bins may not be available for use at the time of the closing of title to the Units. However, notwithstanding any delay in completion of the Storage Bins, Purchasers will be required to close title to the Units pursuant to the terms of the Agreement.

Neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Bins. 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 Offering Plan is the form of Storage Bin License to be executed by the Purchaser and the Board at Closing.

The Storage Bin License may only be assigned or sub-licensed to a Purchaser simultaneously acquiring a Unit or to another Unit Owner. In the event a Unit Owner elects to terminate a Storage Bin License and does not transfer same to another Unit Owner, the rights to the Storage Bin in question will devolve to the Board which shall have the right to issue a new Storage Bin License to another Unit Owner in its sole discretion. Unit Owners can only assign or sub-license their respective Storage Bins to other Unit Owners in the Building after obtaining the consent of the Board. No resident will be permitted to license or sub-license more than two (2) Storage Bins, without the consent of the Board of Managers.

The purpose of the Plan is to set forth all the terms of the offer so that prospective Purchasers have an adequate basis upon which to determine whether to purchase Units in the Condominium. The Plan may be amended from time to time when an amendment is filed with the New York State Department of Law. All filed amendments will be served on (i) Purchasers who have executed and delivered Agreements to the Sponsor or the Selling Agent and whose Agreements are in effect, (ii) Unit Owners, and (iii) any other person who is required by law to receive such amendment. Service shall be either personal delivery, ordinary mail or registered mail. Service by personal delivery is deemed complete upon delivery. The date of receipt of any notice shall be the date of the giving of notice, except that if any notice is refused, or if notice is undeliverable but not returned to the addressor, then such notice shall be presumed received after five (5) days from mailing.

The Condominium will be organized pursuant to Article 9B of the Real Property Law of the State of New York, as amended, which is commonly known as the New York Condominium Act (hereinafter referred to as the "Condominium Act").

The Sponsor is retaining the unconditional right to rent fifty percent (50%) of the Residential Units in the Building that are being offered under this Plan. Sponsor will endeavor in good faith to sell up to fifty percent (50%) of the Residential Units, but makes no representation that it will execute Agreements to sell more than fifty percent (50%) of the Residential Units.

All the Units being offered are intended to be sold as Condominium Units in accordance with this Plan at the prices noted in Schedule A. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency. All fixtures and equipment described in this Plan are included in the offering prices listed in Schedule A. If Sponsor leases certain Units to tenants and such Units subsequently are offered, Sponsor shall amend the Plan accordingly.

As more particularly described in this Plan, the Building will include (a) the General Common Elements, (b) the Residential Section containing the Residential Units Cabana 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.

In the condominium form of ownership, each Purchaser of a Unit owns his Unit similarly in many respects to the manner in which a private home owner owns his home. (References to the masculine gender in this Plan shall be deemed to refer to the feminine gender or plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in the State of New York). The Unit Owner owns the Unit in fee simple absolute and is entitled to the exclusive possession thereof. The Unit Owner is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the land upon which the Units are built, the foundations and supports of the Building, the exterior walls and the roof (hereinafter called "Common Elements"). Each Unit Owner's proportionate share (hereinafter called "Common Interest") of the Common Elements has been determined based upon the approximate proportion that the floor area of each Unit bears to the aggregate floor area of all of the Units. Such proportion reflects the substantially exclusive advantages enjoyed by one or more, but not all, of the units in a part, or parts, of the Common Elements of the Condominium. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of the Condominium Act. Any portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others, are known as "Limited Common Elements." The Plan provides that the terraces and balconies adjacent to and with access directly from a particular Unit shall be a Residential Limited Common Element.

Each Unit Owner is privileged to mortgage his Unit generally on the terms and in such amount as he chooses. With respect to any Unit, a first mortgage or second mortgage shall be either with an institutional lender, the Sponsor, a family member, a business associate or employer or a selling Unit Owner. No Unit Owner shall be permitted to encumber his Unit with a third mortgage. A Unit is not subject to the lien of any mortgages placed by other Unit Owners on their Units.

A Residential Unit Owner can lease his Residential Unit to anyone for a term of not less than six months, or sell his Residential Unit, without restriction or limitation, subject only to a "right of first refusal" by the Residential Board at the same price and terms the Residential Unit Owner has been offered. Such right of first refusal is hereinafter described in the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of this Plan. If the Residential Board exercises its right of first refusal to lease a Residential Unit, the lessee of the Residential Unit will be subject to reasonable approval by the Residential Unit Owner. The Cabana Units are subject to the same right of first refusal as Residential Units. However, the Condominium Board will not have a right of first refusal with respect to the sale or lease of the Commercial Units.

A Unit Owner can alter and decorate the interior of his Unit in any way he desires, subject to the Condominium By-Laws and local codes, and is obligated for the cost of his own interior decoration, maintenance and repair after Closing.

The Board of Managers does not have the right to approve or disapprove purchasers of Units, and there is no limit on the number of Unit Owners who may

purchase for investment rather than for personal occupancy. Consequently, there may always be a substantial percentage of Unit Owners who are not owner-occupants.

Sponsor has an a Building Loan on the Property with Citibank, N.A. Each Unit offered for sale will be released from the mortgage lien upon the payment to the lender the gross sale proceeds from the sale of each Unit based on the minimum sale price acceptable to the lender.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and a Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for the Sponsor, a Unit Owner, like a home owner, may under most circumstances, deduct from his income for income tax purposes his real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him. The Condominium Board will assess against each Unit Owner, in proportion to his respective percentage of Common Interest, charges (hereinafter called "Common Charges") for the costs of maintenance of the Common Elements and for the operation of the Property (hereinafter called "Common Expenses"), as provided in New York State Real Property Law Section 339-m.

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations, and any other requirements of the Condominium Board. Each Unit Owner shall also be responsible for maintaining his own Unit and for making repairs within his own Unit. The cost of maintenance and repair of the Common Elements shall be shared by all Unit Owners as provided above. Each Unit Owner shall have the same rights of access to, use of and benefit of the Common Elements which are not Limited Common Elements. Each Unit Owner shall also be responsible for obtaining and bearing the cost of casualty and liability insurance in connection with his respective Unit. The Condominium Board shall have the duty of obtaining casualty and liability insurance on behalf of the Condominium with respect to the Building as a whole.

The Condominium Board shall be elected by the Unit Owners with the number of votes allocated to each Unit Owner determined by the Unit Owner's percentage of Common Interest. The Condominium Board shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Please see the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of this Plan for further discussion.

Units may be purchased either by natural persons over the age of 18 years or by a duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York.

This Plan contains all of the material terms of the transaction. Copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection without charge and for copying at a reasonable charge to prospective Purchasers and their attorneys at the office of the Selling Agent or at the on-site sales office at all times such office is

open. Copies of the Plan and exhibits thereto will also be available for inspection and copying at a reasonable fee at the Department of Law.

The Plan may be borrowed by a prospective Purchaser from the Sponsor upon payment of a two hundred dollar ($200.00) deposit, which amount will be fully refunded either upon (i) the prompt return of all borrowed materials in good condition or (ii) the execution of a Agreement subsequently accepted by Sponsor.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES.

THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Condominium will be part of Williamsburg Waterfront, a site which is intended to include a mixture of residential housing and commercial space, including two indoor parking garages. Williamsburg Waterfront will also include a shore public walkway; an "upland connection" from the shore public walkway to Kent Avenue (the "Upland Connection"); a pier which will extend into the East River; and supplemental open space (collectively "Public Access Area"). Members of the general public will be able to access the Public Access Area free of charge. Affiliates of the principals of the Sponsor will construct the parts of the Public Access Area that are slated for construction in connection with a respective phase of construction.

A Homeowners Association will be responsible for the maintenance and repair of the Upland Connection for the Williamsburg Waterfront. The New York City Department of Parks and Recreation ("DPR") will be responsible for the maintenance and repair of the shore public walkway, the pier and the supplemental open space (collectively "Waterfront Access Areas"). The cost of maintenance and repair of the Waterfront Access Area will be funded annually by the Homeowners Association. Funding for the Homeowners Association will be part of the Common Charges.

Construction of Williamsburg Waterfront is planned in three (3) phases (each a "Phase"). 1) Phase I, which, as of the Filing Date, is under construction, will include a residential condominium at 1 Northside Piers ("The 1 Northside Piers Condominium"), an indoor parking garage, and an affordable rental building at 20 North 5th Street (the "Rental Building"). The parking garage and the Rental Building will not be part of the Condominium; 2) Phase II, which will include the Building, and a temporary parking lot. The temporary parking garage will not be part of the Condominium; and 3) Phase III, which will include a residential condominium building and an indoor parking garage. Sponsor makes no representations regarding the completion dates of Phase III, or that the buildings planned for construction in Phase III will, in fact, be constructed. The 1 Northside Piers Condominium and the residential condominium planned for construction will also be members of the Homeowners Association, when and if they are completed.

Prospective Purchasers are advised that the condominium building that is planned for construction in Phase III, when and if it is constructed, may obstruct Manhattan skyline views from some Units. Please refer to the Site Plan, located in Part II of this Offering Plan.

The Property has a land area of approximately 200,000 square feet. The Sponsor will construct a thirty (30) story mixed-use building (the "Tower") on the Property, which includes a two (2) story amenity wing (the "Amenity Wing") at the base (the Tower and the Amenity Wing are collectively referred to herein as the "Building").

The Building will include two-hundred-seventy (270) Residential Units, a Commercial Unit on the ground floor, twelve (12) Cabana Units on the roof, and eighty-nine (89) wire mesh bins or storage rooms (collectively, the "Storage Bins") in the cellar.

The Building will have three (3) passenger elevators. The Building will also have a full-time live-in resident manager. The residential entrance will be located on a private street adjacent to North 5th Street on the eastern side of the Building's south façade. The Amenity Wing will have an entrance on the western side of the Building's south façade. The Commercial Unit's entrances will be on the northern elevation, with one on the eastern side of the Building and one on the western side. The street address of the Building will be 2 Northside Piers, Brooklyn, New York 11211.

The Cabana Units may only be sold by the Cabana Unit Owner to a Residential Unit Owner or to a prospective Residential Unit Owner as part of a Residential Unit purchase. Cabana Units may only be leased by the Cabana Unit Owner to a Residential Unit Owner or to a lessee of a Residential Unit Owner. The Cabana Units are only intended to be used as a recreational facility for Residential Unit Owners and their guests. No Unit Owner, other than Sponsor, may own more than two (2) Cabana Units at a time without the express written approval of the Residential Board.

The Amenity Wing, located on the first and second floors, will be approximately 6,300 square feet. There will be a variety of amenities for the use of Building residents including a gym, a multi-purpose room that contains a small kitchenette, and a children's play room. There will also be a bicycle storage room that can accommodate approximately forty (40) bicycles. Building residents may store their bicycles free of charge, on a first-come, first-served basis. The Amenity Wing will also have a swimming pool that is approximately 2,600 square feet in size and a common terrace, which will be accessible to residents of the Building, as well as to The 1 Northside Piers Condominium and the third residential condominium, which is planned for future construction.

As discussed above, the Building will have eighty-nine (89) Storage Bins located in the cellar of the Building, which the Board will offer on a first-come, first-served basis. The Storage Bins will be licensed by the Board for a term of ninety-nine (99) years. The Storage Bin License may only be assigned or sub-licensed to a Unit Owner or to a prospective Unit Owner in connection with the purchase of a Unit. In the event a Unit Owner elects to terminate its Storage Bin License and does not transfer the same to another Unit Owner, the rights to the Storage Bin in question will devolve to the Board, which shall have the right to issue a new Storage Bin License to another Unit Owner in its sole discretion. A Unit Owner may only assign or sub-license its Storage Bin to a Unit Owner or to a lessee of a Unit Owner, after obtaining the consent of the Board. A Purchaser desiring to acquire a license to use a Storage Bins must execute the Storage Bin Rider set forth in Exhibit A to the Agreement located in Part II of the Plan. The fees, sizes and number of each Storage Bin are set forth on Schedule A-1 in Part I of the Plan. Pursuant to the Declaration and By-Laws, the Sponsor reserves the exclusive right to the proceeds from the initial licensing of all Storage Bins by the Board.

Unit Owners will be responsible for all normal maintenance and repair to the Storage Bins. However, the costs and expenses of any structural or extraordinary repairs or replacements shall be a Common Expense charged to all Unit Owners. The Storage Bins may be used in accordance with applicable law and only for the storage of the

personal effects of the Unit Owner having exclusive access to such Storage Bin. No items 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 shall be stored in the Storage Bins. The Board has the authority to promulgate rules regarding use of and access to the Storage Bins. Please refer to the Storage Bin License granting the exclusive use of a Storage Bin to those Unit Owners purchasing the right to use such Storage Bins set forth in Part II of the Plan for further details regarding the rights and obligations of a Unit Owner purchasing a Storage Bin License.

Due to the size of the Building and the complex process of constructing a building in general, prospective Purchasers are advised that for a period of time following the First Unit Closing construction on and within the Building will likely be ongoing. During at least the first year of Condominium operation, construction workers will likely be on site performing construction work on various parts of the Building. As such, prospective Purchasers are advised that the Building's systems, including, but not limited to, the elevator, heating, cooling, air conditioning ventilation system, and water system may be disrupted from time to time. Prospective purchasers are advised that all of the foregoing work may be noisy and disruptive while being performed. In addition, prospective Purchasers are advised that the decoration and finishing of the Common Elements, including, but not limited to, the lobby and Building corridors may not be fully complete at the time of the First Unit Closing, and may, in fact, proceed for some time after the First Unit Closing, as each floor of the Building is completed. In addition, certain Common Elements, such as the gym and swimming pool, may not be available until the Building is fully operational.

Prospective Purchasers are advised that sound transmission in multi-story buildings, such as the Building, is very difficult to control and that noises from adjoining or nearby Units and/or mechanical equipment may be heard in another Unit. Sponsor does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Building, and each Unit Owner shall be deemed to waive and expressly release any claim for loss or damages resulting from sound transmission.

Prospective Purchasers are advised that under New York City law only a room labeled as a "bedroom," or "living room" on the architectural plans located in Part II of this Plan may be used as for sleeping. Therefore, other areas such as those labeled "den" do not meet with legal requirements for sleeping accommodations. Further, Prospective Purchasers are advised that erecting a partition between any alcove and the adjacent living room will render the alcove illegal for sleeping accommodations.

Improvements made to the Building will be undertaken in accordance with the New York City Building Code. After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the Tower from the New York City Department of Buildings for the Tower and a separate Certificate of Occupancy. The first Unit is expected to be completed on or about January 1, 2010. The Sponsor will obtain a

Temporary Certificate of Occupancy prior to the first Unit closing and a Final Certificate of Occupancy within two (2) years of the First Unit Closing.

The Building will be subject to Local Law 11 of 1998 ("Local Law 11"), which requires the exterior walls of buildings which are six (6) stories or higher to be examined by or under the direct supervision of a licensed architect or licensed professional engineer at least once every five (5) years. A copy of Local Law 11 is located in Part II of this Offering Plan.

Several of the Units have exclusive access to a terrace or a balcony. Terraces and balconies are Residential Limited Common Elements under this Plan.

As described above, affiliates of the Sponsor intend to construct two indoor parking garages on the Williamsburg Waterfront site. One of the indoor parking garages is located adjacent to The 1 Northside Piers Condominium. The other indoor parking garage is planned for construction during Phase III of site construction. Sponsor makes no representation that the parking garages will ever be constructed.

Approximately one-hundred-eight (108) parking spaces, located in adjacent buildings on the Williamsburg Waterfront site, will be available to Building residents on a first-come, first-served basis. Some of the parking spaces may be located temporarily in an uncovered parking lot (the "Temporary Parking Lot"), which will be constructed to the south of the Building. The Temporary Parking Lot is expected to remain in place until approximately the time that the indoor parking garage to be constructed in Phase III is complete, if it is, in fact, constructed. If the Phase III parking garage is not completed, Sponsor shall be obligated, pursuant to the New York City Zoning Resolution, to make at least 108 parking spaces available to Building residents, either by maintaining the Temporary Parking Lot permanently, or by constructing parking elsewhere in the vicinity of the Building.

The indoor parking garages and temporary parking lot shall be leased to a garage operator that will lease parking spaces to Building residents and residents of the other residential buildings in Williamsburg Waterfront, pursuant to the New York City Zoning Resolution. Sponsor makes no representations that any parking spaces will be available to Building residents by the First Unit Closing. In addition, as there will fewer parking spaces than Units, not all residents who desire a parking space will be able to be accommodated. However, Building residents will be given priority over non-residents to the 108 parking spaces discussed above.

Please refer to the Description of Property and Specifications, located in Part II of this Plan for more information.

LOCATION AND AREA INFORMATION

Location

The Condominium will be located on the south side of North 5th Street, between Kent Avenue and the East River, in the Borough of Brooklyn, in the section known as Williamsburg.

As a cultural center, New York City has over 70 museums and more than 50 institutions for the arts, including, in Brooklyn, The Brooklyn Museum, The Brooklyn Academy of Music. Lincoln Center for the Performing Arts (which houses the Metropolitan Opera House, Avery Fischer Hall, The New York State Theatre and The Vivian Beaumont Theatre), Carnegie Hall, and The Metropolitan Museum of Art are all located in Manhattan.

New York City is also the nation's leading business center for communications, publishing, advertising, legal and financial services, business consulting and public relations. As the world's capital of international commerce and finance, New York City is the home of the New York and American Stock Exchanges and the National Over-The-Counter Stock Market.

Educational Institutions

Grade Schools:

PS 84	Jose De Diego School	250 Berry Street
PS 17	Woodworth Elementary School	208 N. 5th Street
PS 16	Leonard Duckly School	157 Wilson Street
PS 19	Roberto Clemente School, Transportable	325 S. 3rd Street
PS 319		360 Keap Street
PS 31	Samuel Dupont School	75 Meserole Avenue
PS 34	Oliver Perry Elementary School	131 Norman Avenue
PS 110	Monitor School	124 Monitor Street

Intermediate/Junior High School:

JHS 50	JD Wells Junior High School	183 S. 3rd Street
IS 71	Juan Morel Campos	215 Heyward Street
JHS 126	J. Ericsson Junior High School	425 Leonard Street

High School:

El Puente Academy for Peace and Justice	211 S. 4th Street
Automotive High School	50 Bedford Avenue
Harry Van Arsdale High School	257 N. 6th Street

Sponsor, however, makes no guarantee or representation as to which school a child residing at the building may actually attend.

Zoning and Use

The Building is zoned for residential use as R-8, which permits residential use as of right.

Mailing Address

The mailing address for the Building is 2 North 5th Street, Brooklyn, New York 11211.

Municipal Services

The City of New York provides police, fire, sanitation, snow removal (not including the sidewalk) and road maintenance services. The subway line that is closest to the Property is the L train with entrances on North 7th Street at Bedford and Driggs Avenues. The L train travels from Canarsie, Brooklyn to 8th Avenue in Manhattan and provides connection to the 4, 5, 6, N, R, Q trains at Union Square, the F, 1, 2, 3 trains at 7th Avenue and the A, C, E trains at 8th Avenue.

The B61 bus travels along Bedford Avenue from Greenpoint to Red Hook. The Q59 bus from the Williamburg Bridge to Queens and the B48 bus travels down Lorimer Street from Greenpoint to Prospect Park.

Medical Facilities

Woodhall Hospital is located at 760 Broadway, Brooklyn, New York.

Brooklyn Health Clinic is located at 875 Manhattan Avenue, Brooklyn, New York.

Religious Facilities

Local houses of worship include, but are not limited, to the following:

Synagogues:

Congregation Ahayath Israel	108 Noble Street
Congregation Beth Jacob Ohey	284 Rodney Street
Congregation Yetev Lev	500 Bedford Avenue
Congregation Tifereth Israel	491 Bedford Avenue
Congregation Yet Lev Bikur	152 Rodney Street

Churches:

Old Lady of Consolation Church	184 Metropolitan Avenue
Holy Ghost Rectory	159 N 5th Street
Northside Catholic Academy	189 N 7th Street
Damascus Christian Church	198 Grand Street
Spirit of Brotherhood Church	167 S. 1st Street
St Peter & Paul Rc Church	71 S 3rd Street

Spanish Calvary Baptist Church	199 N 5th Street
Christian Pentecostal Church	193 S 2nd Street
First Spanish Presbyterian Church	161 S 3rd Street
Russian Orthodox Cathedral	228 N 12th Street
Williamsburg Sda Church	319 Grand Street
Holy Family Rc Church	21 Nassau Avenue
Iglesia Pentecostal Roca	248 S 2nd Street
Ukrainian Orthodox Holy	185 S 5th Street
Old Lady of Mt Carmel	1 Havemeyer Street
Annunciation Catholic Church	275 N. 8th Street

SCHEDULE A

2 NORTHSIDE PIERS
BROOKLYN, NY
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2010 to December 31, 2010 The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	Approx. Exterior Sq. Ft. (2)	# Bedrooms	# Home Offices	# Baths	Purchase Price (3)	Percent General Common Interest (4)	Percent Residential Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes w/ 421-a (6)	Estimated Monthly Real Estate Taxes w/out 421-a (6)	Estimated Annual Real Estate Taxes w/ 421-a (6)	Estimated Annual Real Estate Taxes w/out 421-a (6)
3A	1319	448	2	1	2	$ 1,018,990	0.4972%	0.5094%	$ 969.02	$ 11,628.27	$ 10.40	$ 1,195.07	$ 124.76	$ 14,340.88
4A	1389		2	1	2	$ 968,990	0.4828%	0.4947%	$ 941.05	$ 11,292.62	$ 10.10	$ 1,160.58	$ 121.16	$ 13,926.92
5A	1389		2	1	2	$ 974,990	0.4830%	0.4949%	$ 941.52	$ 11,298.26	$ 10.10	$ 1,161.16	$ 121.22	$ 13,933.88
6A	1392		2	1	2	$ 980,990	0.4843%	0.4962%	$ 944.03	$ 11,328.31	$ 10.13	$ 1,164.25	$ 121.54	$ 13,970.94
7A	1376		2	1	2	$ 1,056,990	0.4790%	0.4908%	$ 933.64	$ 11,203.69	$ 10.02	$ 1,151.44	$ 120.20	$ 13,817.24
8A	1376		2	1	2	$ 1,066,990	0.4792%	0.4910%	$ 934.11	$ 11,209.27	$ 10.02	$ 1,152.01	$ 120.26	$ 13,824.13
9A	1376	140	2	1	2	$ 1,126,990	0.4917%	0.5038%	$ 958.34	$ 11,500.12	$ 10.28	$ 1,181.90	$ 123.38	$ 14,182.83
10A	1376	140	2	1	2	$ 1,136,990	0.4919%	0.5040%	$ 958.82	$ 11,505.84	$ 10.29	$ 1,182.49	$ 123.44	$ 14,189.89
11A	1376	140	2	1	2	$ 1,146,990	0.4922%	0.5043%	$ 959.30	$ 11,511.57	$ 10.29	$ 1,183.08	$ 123.50	$ 14,196.95
12A	1376	140	2	1	2	$ 1,156,990	0.4924%	0.5045%	$ 959.77	$ 11,517.30	$ 10.30	$ 1,183.67	$ 123.57	$ 14,204.01
14A	1376	140	2	1	2	$ 1,253,990	0.4927%	0.5048%	$ 960.25	$ 11,523.03	$ 10.30	$ 1,184.26	$ 123.63	$ 14,211.08
15A	1376	140	2	1	2	$ 1,265,990	0.4929%	0.5050%	$ 960.73	$ 11,528.75	$ 10.31	$ 1,184.85	$ 123.69	$ 14,218.14
16A	1376	140	2	1	2	$ 1,277,990	0.4931%	0.5053%	$ 961.21	$ 11,534.48	$ 10.31	$ 1,185.43	$ 123.75	$ 14,225.20
17A	1376	140	2	1	2	$ 1,289,990	0.4934%	0.5055%	$ 961.68	$ 11,540.21	$ 10.32	$ 1,186.02	$ 123.81	$ 14,232.27
18A	1376	140	2	1	2	$ 1,301,990	0.4936%	0.5058%	$ 962.16	$ 11,545.93	$ 10.32	$ 1,186.61	$ 123.87	$ 14,239.33
19A	1376	140	2	1	2	$ 1,313,990	0.4939%	0.5060%	$ 962.64	$ 11,551.66	$ 10.33	$ 1,187.20	$ 123.93	$ 14,246.39
20A	1376	140	2	1	2	$ 1,325,990	0.4941%	0.5063%	$ 963.12	$ 11,557.39	$ 10.33	$ 1,187.79	$ 124.00	$ 14,253.46
21A	1376	140	2	1	2	$ 1,337,990	0.4944%	0.5065%	$ 963.59	$ 11,563.12	$ 10.34	$ 1,188.38	$ 124.06	$ 14,260.52
22A	1376	140	2	1	2	$ 1,349,990	0.4946%	0.5068%	$ 964.07	$ 11,568.84	$ 10.34	$ 1,188.97	$ 124.12	$ 14,267.58
23A	1376	140	2	1	2	$ 1,361,990	0.4949%	0.5070%	$ 964.55	$ 11,574.57	$ 10.35	$ 1,189.55	$ 124.18	$ 14,274.65
24A	1376	140	2	1	2	$ 1,373,990	0.4951%	0.5073%	$ 965.02	$ 11,580.30	$ 10.35	$ 1,190.14	$ 124.24	$ 14,281.71
25A	1376	140	2	1	2	$ 1,385,990	0.4953%	0.5075%	$ 965.50	$ 11,586.02	$ 10.36	$ 1,190.73	$ 124.30	$ 14,288.77
26A	1376	140	2	1	2	$ 1,397,990	0.4956%	0.5078%	$ 965.98	$ 11,591.75	$ 10.36	$ 1,191.32	$ 124.36	$ 14,295.84
27A	1376	140	2	1	2	$ 1,409,990	0.4958%	0.5080%	$ 966.46	$ 11,597.48	$ 10.37	$ 1,191.91	$ 124.43	$ 14,302.90
3B	813		1	1	1	$ 562,990	0.2824%	0.2894%	$ 550.53	$ 6,606.42	$ 5.91	$ 678.96	$ 70.88	$ 8,147.54
4B	813		1	1	1	$ 567,990	0.2826%	0.2895%	$ 550.81	$ 6,609.72	$ 5.91	$ 679.30	$ 70.91	$ 8,151.61
5B	813		1	1	1	$ 572,990	0.2827%	0.2897%	$ 551.08	$ 6,613.02	$ 5.91	$ 679.64	$ 70.95	$ 8,155.68
6B	813		1	1	1	$ 577,990	0.2829%	0.2898%	$ 551.36	$ 6,616.32	$ 5.92	$ 679.98	$ 70.98	$ 8,159.75
7B	813		1	1	1	$ 582,990	0.2830%	0.2900%	$ 551.63	$ 6,619.62	$ 5.92	$ 680.32	$ 71.02	$ 8,163.82
8B	813		1	1	1	$ 587,990	0.2832%	0.2901%	$ 551.91	$ 6,622.92	$ 5.92	$ 680.66	$ 71.06	$ 8,167.89
9B	813		1	1	1	$ 592,990	0.2833%	0.2903%	$ 552.18	$ 6,626.22	$ 5.92	$ 681.00	$ 71.09	$ 8,171.96
10B	813		1	1	1	$ 597,990	0.2834%	0.2904%	$ 552.46	$ 6,629.52	$ 5.93	$ 681.34	$ 71.13	$ 8,176.03
11B	813		1	1	1	$ 602,990	0.2836%	0.2906%	$ 552.73	$ 6,632.82	$ 5.93	$ 681.68	$ 71.16	$ 8,180.10
12B	813		1	1	1	$ 607,990	0.2837%	0.2907%	$ 553.01	$ 6,636.12	$ 5.93	$ 682.01	$ 71.20	$ 8,184.17
14B	813		1	1	1	$ 686,990	0.2839%	0.2908%	$ 553.28	$ 6,639.42	$ 5.94	$ 682.35	$ 71.23	$ 8,188.24
15B	813		1	1	1	$ 694,990	0.2840%	0.2910%	$ 553.56	$ 6,642.72	$ 5.94	$ 682.69	$ 71.27	$ 8,192.31
16B	813		1	1	1	$ 702,990	0.2841%	0.2911%	$ 553.83	$ 6,646.02	$ 5.94	$ 683.03	$ 71.30	$ 8,196.38
17B	813		1	1	1	$ 710,990	0.2843%	0.2913%	$ 554.11	$ 6,649.32	$ 5.94	$ 683.37	$ 71.34	$ 8,200.45
18B	813		1	1	1	$ 718,990	0.2844%	0.2914%	$ 554.38	$ 6,652.62	$ 5.95	$ 683.71	$ 71.37	$ 8,204.52
19B	813		1	1	1	$ 726,990	0.2846%	0.2916%	$ 554.66	$ 6,655.92	$ 5.95	$ 684.05	$ 71.41	$ 8,208.59
20B	813		1	1	1	$ 734,990	0.2847%	0.2917%	$ 554.93	$ 6,659.22	$ 5.95	$ 684.39	$ 71.44	$ 8,212.66
21B	813		1	1	1	$ 742,990	0.2848%	0.2919%	$ 555.21	$ 6,662.52	$ 5.96	$ 684.73	$ 71.48	$ 8,216.73
22B	813		1	1	1	$ 750,990	0.2850%	0.2920%	$ 555.48	$ 6,665.82	$ 5.96	$ 685.07	$ 71.52	$ 8,220.80
23B	813		1	1	1	$ 758,990	0.2851%	0.2921%	$ 555.76	$ 6,669.12	$ 5.96	$ 685.41	$ 71.55	$ 8,224.87
24B	813		1	1	1	$ 766,990	0.2853%	0.2923%	$ 556.03	$ 6,672.42	$ 5.97	$ 685.74	$ 71.59	$ 8,228.94

SCHEDULE A

2 NORTHSIDE PIERS
BROOKLYN, NY
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2010 to December 31, 2010 The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	Approx. Exterior Sq. Ft. (2)	# Bedrooms	# Home Offices	# Baths	Purchase Price (3)	Percent General Common Interest (4)	Percent Residential Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes w/ 421-a (6)	Estimated Monthly Real Estate Taxes w/out 421-a (6)	Estimated Annual Real Estate Taxes w/ 421-a (6)	Estimated Annual Real Estate Taxes w/out 421-a (6)
25B	813		1	1	1	$ 774,990	0.2854%	0.2924%	$ 556.31	$ 6,675.72	$ 5.97	$ 686.08	$ 71.62	$ 8,233.01
26B	813		1	1	1	$ 782,990	0.2856%	0.2926%	$ 556.58	$ 6,679.02	$ 5.97	$ 686.42	$ 71.66	$ 8,237.08
27B	813		1	1	1	$ 790,990	0.2857%	0.2927%	$ 556.86	$ 6,682.32	$ 5.97	$ 686.76	$ 71.69	$ 8,241.15
3C	775		1		1	$ 532,990	0.2692%	0.2759%	$ 524.80	$ 6,297.63	$ 5.63	$ 647.23	$ 67.57	$ 7,766.72
4C	775		1		1	$ 537,990	0.2694%	0.2760%	$ 525.06	$ 6,300.78	$ 5.63	$ 647.55	$ 67.60	$ 7,770.60
5C	775		1		1	$ 542,990	0.2695%	0.2761%	$ 525.33	$ 6,303.92	$ 5.64	$ 647.87	$ 67.63	$ 7,774.48
6C	775		1		1	$ 547,990	0.2697%	0.2763%	$ 525.59	$ 6,307.07	$ 5.64	$ 648.20	$ 67.67	$ 7,778.36
7C	775		1		1	$ 552,990	0.2698%	0.2764%	$ 525.85	$ 6,310.22	$ 5.64	$ 648.52	$ 67.70	$ 7,782.24
8C	775		1		1	$ 557,990	0.2699%	0.2766%	$ 526.11	$ 6,313.36	$ 5.64	$ 648.84	$ 67.73	$ 7,786.12
9C	775		1		1	$ 562,990	0.2701%	0.2767%	$ 526.38	$ 6,316.51	$ 5.65	$ 649.17	$ 67.77	$ 7,790.00
10C	775		1		1	$ 567,990	0.2702%	0.2768%	$ 526.64	$ 6,319.65	$ 5.65	$ 649.49	$ 67.80	$ 7,793.88
11C	775		1		1	$ 572,990	0.2703%	0.2770%	$ 526.90	$ 6,322.80	$ 5.65	$ 649.81	$ 67.84	$ 7,797.76
12C	775		1		1	$ 577,990	0.2705%	0.2771%	$ 527.16	$ 6,325.94	$ 5.66	$ 650.14	$ 67.87	$ 7,801.64
14C	775		1		1	$ 655,990	0.2706%	0.2772%	$ 527.42	$ 6,329.09	$ 5.66	$ 650.46	$ 67.90	$ 7,805.52
15C	775		1		1	$ 663,990	0.2707%	0.2774%	$ 527.69	$ 6,332.24	$ 5.66	$ 650.78	$ 67.94	$ 7,809.40
16C	775		1		1	$ 671,990	0.2709%	0.2775%	$ 527.95	$ 6,335.38	$ 5.66	$ 651.11	$ 67.97	$ 7,813.28
17C	775		1		1	$ 679,990	0.2710%	0.2777%	$ 528.21	$ 6,338.53	$ 5.67	$ 651.43	$ 68.00	$ 7,817.16
18C	775		1		1	$ 687,990	0.2711%	0.2778%	$ 528.47	$ 6,341.67	$ 5.67	$ 651.75	$ 68.04	$ 7,821.04
19C	775		1		1	$ 695,990	0.2713%	0.2779%	$ 528.73	$ 6,344.82	$ 5.67	$ 652.08	$ 68.07	$ 7,824.92
20C	775		1		1	$ 703,990	0.2714%	0.2781%	$ 529.00	$ 6,347.96	$ 5.68	$ 652.40	$ 68.11	$ 7,828.79
21C	775		1		1	$ 711,990	0.2715%	0.2782%	$ 529.26	$ 6,351.11	$ 5.68	$ 652.72	$ 68.14	$ 7,832.67
22C	775		1		1	$ 719,990	0.2717%	0.2783%	$ 529.52	$ 6,354.25	$ 5.68	$ 653.05	$ 68.17	$ 7,836.55
23C	775		1		1	$ 727,990	0.2718%	0.2785%	$ 529.78	$ 6,357.40	$ 5.68	$ 653.37	$ 68.21	$ 7,840.43
24C	775		1		1	$ 735,990	0.2719%	0.2786%	$ 530.05	$ 6,360.55	$ 5.69	$ 653.69	$ 68.24	$ 7,844.31
25C	775		1		1	$ 743,990	0.2721%	0.2788%	$ 530.31	$ 6,363.69	$ 5.69	$ 654.02	$ 68.27	$ 7,848.19
26C	775		1		1	$ 741,990	0.2722%	0.2789%	$ 530.57	$ 6,366.84	$ 5.69	$ 654.34	$ 68.31	$ 7,852.07
27C	775		1		1	$ 749,990	0.2723%	0.2790%	$ 530.83	$ 6,369.98	$ 5.70	$ 654.66	$ 68.34	$ 7,855.95
3D	602		0		1	$ 400,990	0.2091%	0.2143%	$ 407.65	$ 4,891.84	$ 4.37	$ 502.75	$ 52.48	$ 6,032.99
4D	602		0		1	$ 404,990	0.2092%	0.2144%	$ 407.86	$ 4,894.28	$ 4.38	$ 503.00	$ 52.51	$ 6,036.00
5D	602		0		1	$ 408,990	0.2094%	0.2145%	$ 408.06	$ 4,896.73	$ 4.38	$ 503.25	$ 52.54	$ 6,039.02
6D	602		0		1	$ 412,990	0.2095%	0.2146%	$ 408.26	$ 4,899.17	$ 4.38	$ 503.50	$ 52.56	$ 6,042.03
7D	602		0		1	$ 416,990	0.2096%	0.2147%	$ 408.47	$ 4,901.61	$ 4.38	$ 503.75	$ 52.59	$ 6,045.04
8D	602		0		1	$ 420,990	0.2097%	0.2148%	$ 408.67	$ 4,904.06	$ 4.38	$ 504.00	$ 52.61	$ 6,048.06
9D	602		0		1	$ 424,990	0.2098%	0.2149%	$ 408.87	$ 4,906.50	$ 4.39	$ 504.26	$ 52.64	$ 6,051.07
10D	602		0		1	$ 428,990	0.2099%	0.2150%	$ 409.08	$ 4,908.94	$ 4.39	$ 504.51	$ 52.67	$ 6,054.08
11D	602		0		1	$ 432,990	0.2100%	0.2151%	$ 409.28	$ 4,911.39	$ 4.39	$ 504.76	$ 52.69	$ 6,057.10
12D	602		0		1	$ 436,990	0.2101%	0.2152%	$ 409.49	$ 4,913.83	$ 4.39	$ 505.01	$ 52.72	$ 6,060.11
14D	602		0		1	$ 495,990	0.2102%	0.2154%	$ 409.69	$ 4,916.27	$ 4.40	$ 505.26	$ 52.75	$ 6,063.12
15D	602		0		1	$ 502,990	0.2103%	0.2155%	$ 409.89	$ 4,918.72	$ 4.40	$ 505.51	$ 52.77	$ 6,066.14
16D	602		0		1	$ 509,990	0.2104%	0.2156%	$ 410.10	$ 4,921.16	$ 4.40	$ 505.76	$ 52.80	$ 6,069.15
17D	602		0		1	$ 516,990	0.2105%	0.2157%	$ 410.30	$ 4,923.60	$ 4.40	$ 506.01	$ 52.82	$ 6,072.17
18D	602		0		1	$ 523,990	0.2106%	0.2158%	$ 410.50	$ 4,926.05	$ 4.40	$ 506.26	$ 52.85	$ 6,075.18
19D	602		0		1	$ 530,990	0.2107%	0.2159%	$ 410.71	$ 4,928.49	$ 4.41	$ 506.52	$ 52.88	$ 6,078.19
20D	605		0		1	$ 537,990	0.2119%	0.2171%	$ 412.98	$ 4,955.51	$ 4.43	$ 509.29	$ 53.17	$ 6,111.51
21D	605		0		1	$ 544,990	0.2120%	0.2172%	$ 413.16	$ 4,957.96	$ 4.43	$ 509.54	$ 53.19	$ 6,114.54

SCHEDULE A

2 NORTHSIDE PIERS
BROOKLYN, NY
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2010 to December 31, 2010 The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	Approx. Exterior Sq. Ft. (2)	# Bedrooms	# Home Offices	# Baths	Purchase Price (3)	Percent General Common Interest (4)	Percent Residential Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes w/ 421-a (6)	Estimated Monthly Real Estate Taxes w/out 421-a (6)	Estimated Annual Real Estate Taxes w/ 421-a (6)	Estimated Annual Real Estate Taxes w/out 421-a (6)
22D	605		0		1	$ 551,990	0.2121%	0.2173%	$ 413.37	$ 4,960.42	$ 4.43	$ 509.80	$ 53.22	$ 6,117.57
23D	605		0		1	$ 558,990	0.2122%	0.2174%	$ 413.57	$ 4,962.87	$ 4.44	$ 510.05	$ 53.25	$ 6,120.60
24D	605		0		1	$ 565,990	0.2123%	0.2175%	$ 413.78	$ 4,965.33	$ 4.44	$ 510.30	$ 53.27	$ 6,123.62
25D	605		0		1	$ 572,990	0.2124%	0.2176%	$ 413.98	$ 4,967.79	$ 4.44	$ 510.55	$ 53.30	$ 6,126.65
26D	605		0		1	$ 579,990	0.2125%	0.2177%	$ 414.19	$ 4,970.24	$ 4.44	$ 510.81	$ 53.32	$ 6,129.68
27D	605		0		1	$ 586,990	0.2126%	0.2178%	$ 414.39	$ 4,972.70	$ 4.45	$ 511.06	$ 53.35	$ 6,132.71
3E	626		1		1	$ 444,990	0.2175%	0.2228%	$ 423.91	$ 5,086.86	$ 4.55	$ 522.79	$ 54.58	$ 6,273.51
4E	626		1		1	$ 448,990	0.2176%	0.2229%	$ 424.12	$ 5,089.40	$ 4.55	$ 523.05	$ 54.60	$ 6,276.64
5E	626		1		1	$ 452,990	0.2177%	0.2231%	$ 424.33	$ 5,091.94	$ 4.55	$ 523.31	$ 54.63	$ 6,279.77
6E	638		1		1	$ 456,990	0.2220%	0.2274%	$ 432.68	$ 5,192.14	$ 4.64	$ 533.61	$ 55.71	$ 6,403.35
7E	638		1		1	$ 460,990	0.2221%	0.2276%	$ 432.89	$ 5,194.73	$ 4.64	$ 533.88	$ 55.73	$ 6,406.54
8E	638		1		1	$ 469,990	0.2222%	0.2277%	$ 433.11	$ 5,197.32	$ 4.65	$ 534.14	$ 55.76	$ 6,409.74
9E	638		1		1	$ 474,990	0.2223%	0.2278%	$ 433.33	$ 5,199.91	$ 4.65	$ 534.41	$ 55.79	$ 6,412.93
10E	638		1		1	$ 479,990	0.2224%	0.2279%	$ 433.54	$ 5,202.50	$ 4.65	$ 534.68	$ 55.82	$ 6,416.12
11E	638		1		1	$ 484,990	0.2225%	0.2280%	$ 433.76	$ 5,205.09	$ 4.65	$ 534.94	$ 55.84	$ 6,419.32
12E	638		1		1	$ 489,990	0.2226%	0.2281%	$ 433.97	$ 5,207.68	$ 4.66	$ 535.21	$ 55.87	$ 6,422.51
14E	638		1		1	$ 544,990	0.2228%	0.2282%	$ 434.19	$ 5,210.27	$ 4.66	$ 535.48	$ 55.90	$ 6,425.70
15E	638		1		1	$ 552,990	0.2229%	0.2283%	$ 434.40	$ 5,212.86	$ 4.66	$ 535.74	$ 55.93	$ 6,428.90
16E	638		1		1	$ 560,990	0.2230%	0.2285%	$ 434.62	$ 5,215.45	$ 4.66	$ 536.01	$ 55.96	$ 6,432.09
17E	638		1		1	$ 568,990	0.2231%	0.2286%	$ 434.84	$ 5,218.04	$ 4.67	$ 536.27	$ 55.98	$ 6,435.28
18E	638		1		1	$ 576,990	0.2232%	0.2287%	$ 435.05	$ 5,220.63	$ 4.67	$ 536.54	$ 56.01	$ 6,438.48
19E	638		1		1	$ 584,990	0.2233%	0.2288%	$ 435.27	$ 5,223.22	$ 4.67	$ 536.81	$ 56.04	$ 6,441.67
6F	714		1		1	$ 488,990	0.2484%	0.2545%	$ 484.22	$ 5,810.64	$ 5.20	$ 597.18	$ 62.34	$ 7,166.13
7F	714		1		1	$ 493,990	0.2486%	0.2547%	$ 484.46	$ 5,813.54	$ 5.20	$ 597.48	$ 62.37	$ 7,169.70
8F	714		1		1	$ 498,990	0.2487%	0.2548%	$ 484.70	$ 5,816.44	$ 5.20	$ 597.77	$ 62.40	$ 7,173.28
9F	714		1		1	$ 503,990	0.2488%	0.2549%	$ 484.94	$ 5,819.34	$ 5.20	$ 598.07	$ 62.43	$ 7,176.85
10F	714		1		1	$ 508,990	0.2489%	0.2550%	$ 485.19	$ 5,822.23	$ 5.21	$ 598.37	$ 62.47	$ 7,180.43
11F	714		1		1	$ 513,990	0.2490%	0.2552%	$ 485.43	$ 5,825.13	$ 5.21	$ 598.67	$ 62.50	$ 7,184.00
12F	714	94	1		1	$ 540,990	0.2574%	0.2637%	$ 501.65	$ 6,019.85	$ 5.38	$ 618.68	$ 64.59	$ 7,424.14
14F	714	94	1		1	$ 599,990	0.2575%	0.2638%	$ 501.90	$ 6,022.84	$ 5.38	$ 618.99	$ 64.62	$ 7,427.83
15F	714	94	1		1	$ 608,990	0.2576%	0.2640%	$ 502.15	$ 6,025.84	$ 5.39	$ 619.29	$ 64.65	$ 7,431.52
16F	714	94	1		1	$ 617,990	0.2578%	0.2641%	$ 502.40	$ 6,028.83	$ 5.39	$ 619.60	$ 64.68	$ 7,435.21
17F	714	94	1		1	$ 626,990	0.2579%	0.2642%	$ 502.65	$ 6,031.82	$ 5.39	$ 619.91	$ 64.71	$ 7,438.91
18F	714	94	1		1	$ 635,990	0.2580%	0.2644%	$ 502.90	$ 6,034.82	$ 5.40	$ 620.22	$ 64.75	$ 7,442.60
19F	714	94	1		1	$ 644,990	0.2581%	0.2645%	$ 503.15	$ 6,037.81	$ 5.40	$ 620.52	$ 64.78	$ 7,446.29
6G	923	474	1		1	$ 705,990	0.3624%	0.3713%	$ 708.32	$ 8,475.89	$ 7.58	$ 871.09	$ 90.94	$ 10,453.11

SCHEDULE A

2 NORTHSIDE PIERS
BROOKLYN, NY
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2010 to December 31, 2010 The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	Approx. Exterior Sq. Ft. (2)	# Bedrooms	# Home Offices	# Baths	Purchase Price (3)	Percent General Common Interest (4)	Percent Residential Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes w/ 421-a (6)	Estimated Monthly Real Estate Taxes w/out 421-a (6)	Estimated Annual Real Estate Taxes w/ 421-a (6)	Estimated Annual Real Estate Taxes w/out 421-a (6)
7G	923		1		1	$ 608,990	0.3213%	0.3292%	$ 626.27	$ 7,515.26	$ 6.72	$ 772.37	$ 80.63	$ 9,268.40
8G	923		1		1	$ 640,990	0.3215%	0.3294%	$ 626.58	$ 7,519.01	$ 6.72	$ 772.75	$ 80.67	$ 9,273.02
9G	923		1		1	$ 683,990	0.3216%	0.3295%	$ 626.90	$ 7,522.76	$ 6.73	$ 773.14	$ 80.71	$ 9,277.64
10G	923		1		1	$ 690,990	0.3218%	0.3297%	$ 627.21	$ 7,526.50	$ 6.73	$ 773.52	$ 80.75	$ 9,282.26
11G	923		1		1	$ 697,990	0.3219%	0.3299%	$ 627.52	$ 7,530.25	$ 6.73	$ 773.91	$ 80.79	$ 9,286.88
12G	923	125	1		1	$ 745,990	0.3330%	0.3412%	$ 649.09	$ 7,789.07	$ 6.96	$ 800.51	$ 83.57	$ 9,606.08
14G	923	125	1		1	$ 754,990	0.3332%	0.3414%	$ 649.41	$ 7,792.95	$ 6.97	$ 800.90	$ 83.61	$ 9,610.88
15G	923	125	1		1	$ 763,990	0.3333%	0.3415%	$ 649.73	$ 7,796.82	$ 6.97	$ 801.30	$ 83.65	$ 9,615.64
16G	923	125	1		1	$ 772,990	0.3335%	0.3417%	$ 650.06	$ 7,800.69	$ 6.97	$ 801.70	$ 83.69	$ 9,620.41
17G	923	125	1		1	$ 781,990	0.3337%	0.3419%	$ 650.38	$ 7,804.57	$ 6.98	$ 802.10	$ 83.73	$ 9,625.19
18G	923	125	1		1	$ 790,990	0.3338%	0.3420%	$ 650.70	$ 7,808.44	$ 6.98	$ 802.50	$ 83.77	$ 9,629.97
19G	923	125	1		1	$ 799,990	0.3340%	0.3422%	$ 651.03	$ 7,812.31	$ 6.98	$ 802.90	$ 83.82	$ 9,634.74
6H	1234	451	2		2	$ 928,990	0.4686%	0.4801%	$ 913.34	$ 10,960.06	$ 9.80	$ 1,126.40	$ 117.59	$ 13,516.78
7H	1234		2		2	$ 871,990	0.4296%	0.4401%	$ 837.29	$ 10,047.49	$ 8.98	$ 1,032.61	$ 107.80	$ 12,391.34
8H	1234		2		2	$ 878,990	0.4298%	0.4403%	$ 837.71	$ 10,052.50	$ 8.99	$ 1,033.13	$ 107.85	$ 12,397.51
9H	1234		2		2	$ 895,990	0.4300%	0.4406%	$ 838.13	$ 10,057.51	$ 8.99	$ 1,033.64	$ 107.90	$ 12,403.69
10H	1234		2		2	$ 902,990	0.4302%	0.4408%	$ 838.54	$ 10,062.52	$ 9.00	$ 1,034.16	$ 107.96	$ 12,409.87
11H	1234		2		2	$ 909,990	0.4304%	0.4410%	$ 838.96	$ 10,067.53	$ 9.00	$ 1,034.67	$ 108.01	$ 12,416.04
12H	1234		2		2	$ 916,990	0.4306%	0.4412%	$ 839.38	$ 10,072.54	$ 9.01	$ 1,035.19	$ 108.07	$ 12,422.22
14H	1234		2		2	$ 923,990	0.4309%	0.4414%	$ 839.80	$ 10,077.54	$ 9.01	$ 1,035.70	$ 108.12	$ 12,428.40
15H	1234		2		2	$ 930,990	0.4311%	0.4417%	$ 840.21	$ 10,082.55	$ 9.01	$ 1,036.21	$ 108.17	$ 12,434.58
16H	1234		2		2	$ 937,990	0.4313%	0.4419%	$ 840.63	$ 10,087.56	$ 9.02	$ 1,036.73	$ 108.23	$ 12,440.75
17H	1234		2		2	$ 944,990	0.4315%	0.4421%	$ 841.05	$ 10,092.57	$ 9.02	$ 1,037.24	$ 108.28	$ 12,446.93
18H	1234		2		2	$ 951,990	0.4317%	0.4423%	$ 841.46	$ 10,097.58	$ 9.03	$ 1,037.76	$ 108.33	$ 12,453.11
19H	1234		2		2	$ 958,990	0.4319%	0.4425%	$ 841.88	$ 10,102.59	$ 9.03	$ 1,038.27	$ 108.39	$ 12,459.28
2I	811		1		1	$ 535,990	0.2816%	0.2885%	$ 548.91	$ 6,586.88	$ 5.89	$ 676.95	$ 70.67	$ 8,123.44
6J	689	174	0		1	$ 571,990	0.2549%	0.2611%	$ 496.77	$ 5,961.20	$ 5.33	$ 612.65	$ 63.96	$ 7,351.81
7J	689		0		1	$ 506,990	0.2398%	0.2457%	$ 467.50	$ 5,609.99	$ 5.02	$ 576.56	$ 60.19	$ 6,918.66
8J	689		0		1	$ 513,990	0.2400%	0.2459%	$ 467.73	$ 5,612.78	$ 5.02	$ 576.84	$ 60.22	$ 6,922.11
9J	689		0		1	$ 520,990	0.2401%	0.2460%	$ 467.96	$ 5,615.58	$ 5.02	$ 577.13	$ 60.25	$ 6,925.56
10J	689		0		1	$ 527,990	0.2402%	0.2461%	$ 468.20	$ 5,618.37	$ 5.02	$ 577.42	$ 60.28	$ 6,929.01
11J	689		0		1	$ 534,990	0.2403%	0.2462%	$ 468.43	$ 5,621.17	$ 5.03	$ 577.70	$ 60.31	$ 6,932.46
12J	689		0		1	$ 541,990	0.2404%	0.2464%	$ 468.66	$ 5,623.97	$ 5.03	$ 577.99	$ 60.34	$ 6,935.91
14J	689		0		1	$ 548,990	0.2406%	0.2465%	$ 468.90	$ 5,626.76	$ 5.03	$ 578.28	$ 60.37	$ 6,939.36
15J	689		0		1	$ 555,990	0.2407%	0.2466%	$ 469.13	$ 5,629.56	$ 5.03	$ 578.57	$ 60.40	$ 6,942.81

SCHEDULE A

2 NORTHSIDE PIERS
BROOKLYN, NY
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2010 to December 31, 2010 The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	Approx. Exterior Sq. Ft. (2)	# Bedrooms	# Home Offices	# Baths	Purchase Price (3)	Percent General Common Interest (4)	Percent Residential Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes w/ 421-a (6)	Estimated Monthly Real Estate Taxes w/out 421-a (6)	Estimated Annual Real Estate Taxes w/ 421-a (6)	Estimated Annual Real Estate Taxes w/out 421-a (6)
16J	689		0		1	$ 562,990	0.2408%	0.2467%	$ 469.36	$ 5,632.36	$ 5.04	$ 578.85	$ 60.43	$ 6,946.25
17J	689		0		1	$ 569,990	0.2409%	0.2468%	$ 469.60	$ 5,635.15	$ 5.04	$ 579.14	$ 60.46	$ 6,949.70
18J	689		0		1	$ 576,990	0.2410%	0.2470%	$ 469.83	$ 5,637.95	$ 5.04	$ 579.43	$ 60.49	$ 6,953.15
19J	689		0		1	$ 583,990	0.2412%	0.2471%	$ 470.06	$ 5,640.75	$ 5.04	$ 579.72	$ 60.52	$ 6,956.60
6K	1810	410	3		2.5	$ 1,810,990	0.6654%	0.6818%	$ 1,297.02	$ 15,564.22	$ 13.92	$ 1,599.58	$ 166.98	$ 19,194.99
7K	1810	71	3		2.5	$ 1,655,990	0.6363%	0.6519%	$ 1,240.16	$ 14,881.93	$ 13.31	$ 1,528.46	$ 159.66	$ 18,353.54
8K	1810	71	3		2.5	$ 1,670,990	0.6366%	0.6522%	$ 1,240.78	$ 14,889.35	$ 13.31	$ 1,530.22	$ 159.74	$ 18,362.69
9K	1810	71	3		2.5	$ 1,685,990	0.6369%	0.6526%	$ 1,241.40	$ 14,896.77	$ 13.32	$ 1,530.99	$ 159.82	$ 18,371.83
10K	1810	71	3		2.5	$ 1,700,990	0.6372%	0.6529%	$ 1,242.02	$ 14,904.19	$ 13.33	$ 1,531.75	$ 159.90	$ 18,380.98
11K	1810	71	3		2.5	$ 1,715,990	0.6375%	0.6532%	$ 1,242.63	$ 14,911.61	$ 13.33	$ 1,532.51	$ 159.98	$ 18,390.13
12K	1810	71	3		2.5	$ 1,730,990	0.6378%	0.6535%	$ 1,243.25	$ 14,919.02	$ 13.34	$ 1,533.27	$ 160.06	$ 18,399.28
14K	1810	71	3		2.5	$ 1,745,990	0.6382%	0.6539%	$ 1,243.87	$ 14,926.44	$ 13.35	$ 1,534.04	$ 160.14	$ 18,408.43
15K	1810	71	3		2.5	$ 1,760,990	0.6385%	0.6542%	$ 1,244.49	$ 14,933.86	$ 13.35	$ 1,534.80	$ 160.22	$ 18,417.58
16K	1810	71	3		2.5	$ 1,775,990	0.6388%	0.6545%	$ 1,245.11	$ 14,941.28	$ 13.36	$ 1,535.56	$ 160.30	$ 18,426.73
17K	1810	71	3		2.5	$ 1,790,990	0.6391%	0.6548%	$ 1,245.72	$ 14,948.70	$ 13.37	$ 1,536.32	$ 160.38	$ 18,435.88
18K	1810	71	3		2.5	$ 1,805,990	0.6394%	0.6552%	$ 1,246.34	$ 14,956.12	$ 13.37	$ 1,537.09	$ 160.46	$ 18,445.03
19K	1810	71	3		2.5	$ 1,820,990	0.6397%	0.6555%	$ 1,246.96	$ 14,963.54	$ 13.38	$ 1,537.85	$ 160.54	$ 18,454.18
20L	1120	94	2		2	$ 938,990	0.4004%	0.4103%	$ 780.53	$ 9,366.32	$ 8.37	$ 962.61	$ 100.49	$ 11,551.26
21L	1120	94	2		2	$ 948,990	0.4006%	0.4105%	$ 780.91	$ 9,370.96	$ 8.38	$ 963.08	$ 100.54	$ 11,556.98
22L	1120	94	2		2	$ 958,990	0.4008%	0.4107%	$ 781.30	$ 9,375.60	$ 8.38	$ 963.56	$ 100.59	$ 11,562.71
23L	1120	94	2		2	$ 968,990	0.4010%	0.4109%	$ 781.69	$ 9,380.24	$ 8.39	$ 964.04	$ 100.64	$ 11,568.43
24L	1120	94	2		2	$ 978,990	0.4012%	0.4111%	$ 782.07	$ 9,384.88	$ 8.39	$ 964.51	$ 100.69	$ 11,574.16
25L	1120	94	2		2	$ 988,990	0.4014%	0.4113%	$ 782.46	$ 9,389.52	$ 8.39	$ 964.99	$ 100.74	$ 11,579.88
26L	1120	94	2		2	$ 998,990	0.4016%	0.4115%	$ 782.85	$ 9,394.17	$ 8.40	$ 965.47	$ 100.79	$ 11,585.60
27L	1120	94	2		2	$ 1,008,990	0.4018%	0.4117%	$ 783.23	$ 9,398.81	$ 8.40	$ 965.94	$ 100.84	$ 11,591.33
20M	1179	125	2		2	$ 911,990	0.4238%	0.4342%	$ 826.09	$ 9,913.06	$ 8.86	$ 1,018.80	$ 106.35	$ 12,225.55
21M	1179	125	2		2	$ 921,990	0.4240%	0.4345%	$ 826.50	$ 9,917.97	$ 8.87	$ 1,019.30	$ 106.41	$ 12,231.60
22M	1179	125	2		2	$ 931,990	0.4242%	0.4347%	$ 826.91	$ 9,922.89	$ 8.87	$ 1,019.81	$ 106.46	$ 12,237.66
23M	1179	125	2		2	$ 941,990	0.4245%	0.4349%	$ 827.32	$ 9,927.80	$ 8.88	$ 1,020.31	$ 106.51	$ 12,243.72
24M	1179	125	2		2	$ 951,990	0.4247%	0.4351%	$ 827.73	$ 9,932.71	$ 8.88	$ 1,020.81	$ 106.57	$ 12,249.78
25M	1179	125	2		2	$ 961,990	0.4249%	0.4353%	$ 828.14	$ 9,937.62	$ 8.88	$ 1,021.32	$ 106.62	$ 12,255.84
26M	1179	125	2		2	$ 971,990	0.4251%	0.4355%	$ 828.54	$ 9,942.54	$ 8.89	$ 1,021.82	$ 106.67	$ 12,261.90
27M	1179	125	2		2	$ 981,990	0.4253%	0.4357%	$ 828.95	$ 9,947.45	$ 8.89	$ 1,022.33	$ 106.72	$ 12,267.95
20N	1396		2	1	2.5	$ 1,254,990	0.4889%	0.5009%	$ 952.88	$ 11,434.53	$ 10.22	$ 1,175.16	$ 122.68	$ 14,101.93
21N	1396		2	1	2.5	$ 1,265,990	0.4891%	0.5011%	$ 953.35	$ 11,440.19	$ 10.23	$ 1,175.74	$ 122.74	$ 14,108.92
22N	1396		2	1	2.5	$ 1,276,990	0.4894%	0.5014%	$ 953.82	$ 11,445.86	$ 10.23	$ 1,176.33	$ 122.80	$ 14,115.91
23N	1396		2	1	2.5	$ 1,287,990	0.4896%	0.5016%	$ 954.29	$ 11,451.52	$ 10.24	$ 1,176.91	$ 122.86	$ 14,122.90
24N	1396		2	1	2.5	$ 1,298,990	0.4898%	0.5019%	$ 954.77	$ 11,457.19	$ 10.24	$ 1,177.49	$ 122.92	$ 14,129.88
25N	1396		2	1	2.5	$ 1,309,990	0.4901%	0.5021%	$ 955.24	$ 11,462.86	$ 10.25	$ 1,178.07	$ 122.98	$ 14,136.87
26N	1396		2	1	2.5	$ 1,320,990	0.4903%	0.5024%	$ 955.71	$ 11,468.52	$ 10.25	$ 1,178.66	$ 123.04	$ 14,143.86
27N	1396		2	1	2.5	$ 1,331,990	0.4906%	0.5026%	$ 956.18	$ 11,474.19	$ 10.26	$ 1,179.24	$ 123.10	$ 14,150.85
28N	1396		2	1	2.5	$ 1,342,990	0.4908%	0.5028%	$ 956.65	$ 11,479.86	$ 10.26	$ 1,179.82	$ 123.16	$ 14,157.84
29N	1396		2	1	2.5	$ 1,353,990	0.4910%	0.5031%	$ 957.13	$ 11,485.52	$ 10.27	$ 1,180.40	$ 123.22	$ 14,164.82
30N	1396		2	1	2.5	$ 1,364,990	0.4913%	0.5034%	$ 957.60	$ 11,491.19	$ 10.27	$ 1,180.98	$ 123.29	$ 14,171.81
31N	1396		2	1	2.5	$ 1,375,990	0.4915%	0.5036%	$ 958.07	$ 11,496.85	$ 10.28	$ 1,181.57	$ 123.35	$ 14,178.80

SCHEDULE A

2 NORTHSIDE PIERS
BROOKLYN, NY
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2010 to December 31, 2010 The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	Approx. Exterior Sq. Ft. (2)	# Bedrooms	# Home Offices	# Baths	Purchase Price (3)	Percent General Common Interest (4)	Percent Residential Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes w/ 421-a (6)	Estimated Monthly Real Estate Taxes w/out 421-a (6)	Estimated Annual Real Estate Taxes w/ 421-a (6)	Estimated Annual Real Estate Taxes w/out 421-a (6)
2O	798		0		1	$ 620,990	0.2771%	0.2839%	$ 540.11	$ 6,481.29	$ 5.79	$ 666.10	$ 69.54	$ 7,993.22
20P	1555	71	2		2.5	$ 1,589,990	0.5508%	0.5643%	$ 1,073.52	$ 12,882.27	$ 11.52	$ 1,323.95	$ 138.21	$ 15,887.40
21P	1555	71	2		2.5	$ 1,604,990	0.5510%	0.5646%	$ 1,074.05	$ 12,888.65	$ 11.52	$ 1,324.61	$ 138.28	$ 15,895.27
22P	1555	71	2		2.5	$ 1,619,990	0.5513%	0.5649%	$ 1,074.59	$ 12,895.04	$ 11.53	$ 1,325.26	$ 138.35	$ 15,903.15
23P	1555	71	2		2.5	$ 1,634,990	0.5516%	0.5651%	$ 1,075.12	$ 12,901.42	$ 11.53	$ 1,325.92	$ 138.42	$ 15,911.02
24P	1555	71	2		2.5	$ 1,649,990	0.5519%	0.5654%	$ 1,075.65	$ 12,907.81	$ 11.54	$ 1,326.57	$ 138.48	$ 15,918.89
25P	1555	71	2		2.5	$ 1,664,990	0.5521%	0.5657%	$ 1,076.18	$ 12,914.19	$ 11.55	$ 1,327.23	$ 138.55	$ 15,926.77
26P	1555	71	2		2.5	$ 1,679,990	0.5524%	0.5660%	$ 1,076.71	$ 12,920.57	$ 11.55	$ 1,327.89	$ 138.62	$ 15,934.64
27P	1555	71	2		2.5	$ 1,694,990	0.5527%	0.5663%	$ 1,077.25	$ 12,926.96	$ 11.56	$ 1,328.54	$ 138.69	$ 15,942.51
28P	1562	71	2		2.5	$ 1,709,990	0.5554%	0.5691%	$ 1,082.58	$ 12,990.90	$ 11.61	$ 1,335.11	$ 139.38	$ 16,021.38
29P	1562	71	2		2.5	$ 1,724,990	0.5557%	0.5693%	$ 1,083.11	$ 12,997.32	$ 11.62	$ 1,335.77	$ 139.44	$ 16,029.28
30P	1562	71	2		2.5	$ 1,739,990	0.5560%	0.5696%	$ 1,083.64	$ 13,003.73	$ 11.63	$ 1,336.43	$ 139.51	$ 16,037.19
31P	1562	71	2		2.5	$ 1,754,990	0.5562%	0.5699%	$ 1,084.18	$ 13,010.14	$ 11.63	$ 1,337.09	$ 139.58	$ 16,045.10
3Q	568		0		1	$ 389,990	0.1973%	0.2022%	$ 384.63	$ 4,615.56	$ 4.13	$ 474.35	$ 49.52	$ 5,692.28
4Q	568		0		1	$ 394,990	0.1974%	0.2023%	$ 384.82	$ 4,617.86	$ 4.13	$ 474.59	$ 49.54	$ 5,695.10
5Q	568		0		1	$ 399,990	0.1975%	0.2024%	$ 385.01	$ 4,620.17	$ 4.13	$ 474.83	$ 49.57	$ 5,697.94
2R	584		0		1	$ 349,990	0.2028%	0.2078%	$ 395.27	$ 4,743.20	$ 4.24	$ 487.47	$ 50.89	$ 5,849.68
3R	584		0		1	$ 354,990	0.2029%	0.2079%	$ 395.48	$ 4,745.57	$ 4.24	$ 487.72	$ 50.91	$ 5,852.60
4R	584		0		1	$ 359,990	0.2030%	0.2080%	$ 395.68	$ 4,747.94	$ 4.24	$ 487.96	$ 50.94	$ 5,855.52
5R	584		0		1	$ 364,990	0.2031%	0.2081%	$ 395.88	$ 4,750.31	$ 4.25	$ 488.20	$ 50.96	$ 5,858.45
2S	882		1		1	$ 604,990	0.3063%	0.3138%	$ 596.96	$ 7,163.53	$ 6.40	$ 736.22	$ 76.86	$ 8,834.62
3S	874		1		1	$ 608,990	0.3036%	0.3111%	$ 591.84	$ 7,102.10	$ 6.35	$ 729.90	$ 76.20	$ 8,758.86
4S	874		1		1	$ 612,990	0.3038%	0.3113%	$ 592.14	$ 7,105.65	$ 6.35	$ 730.27	$ 76.23	$ 8,763.23
5S	874		1		1	$ 616,990	0.3039%	0.3114%	$ 592.43	$ 7,109.20	$ 6.36	$ 730.63	$ 76.27	$ 8,767.61
2T	649		0		1	$ 408,990	0.2254%	0.2309%	$ 439.26	$ 5,271.13	$ 4.71	$ 541.73	$ 56.55	$ 6,500.76
3T	649		0		1	$ 418,990	0.2255%	0.2310%	$ 439.48	$ 5,273.76	$ 4.72	$ 542.00	$ 56.58	$ 6,504.00
4T	649		0		1	$ 428,990	0.2256%	0.2311%	$ 439.70	$ 5,276.39	$ 4.72	$ 542.27	$ 56.61	$ 6,507.25
5T	649		0		1	$ 438,990	0.2257%	0.2312%	$ 439.92	$ 5,279.03	$ 4.72	$ 542.54	$ 56.64	$ 6,510.50
2U	943		1	1	1.5	$ 645,990	0.3275%	0.3355%	$ 638.25	$ 7,658.97	$ 6.85	$ 787.14	$ 82.17	$ 9,445.63
3U	943		1	1	1.5	$ 650,990	0.3276%	0.3357%	$ 638.57	$ 7,662.80	$ 6.85	$ 787.53	$ 82.21	$ 9,450.35
4U	943		1	1	1.5	$ 655,990	0.3278%	0.3358%	$ 638.89	$ 7,666.62	$ 6.85	$ 787.92	$ 82.25	$ 9,455.07
5U	943		1	1	1.5	$ 660,990	0.3279%	0.3360%	$ 639.20	$ 7,670.45	$ 6.86	$ 788.32	$ 82.29	$ 9,459.79
2V	918		1	1	1.5	$ 639,990	0.3188%	0.3268%	$ 621.33	$ 7,455.92	$ 6.67	$ 766.27	$ 79.99	$ 9,195.21
3V	918		1	1	1.5	$ 644,990	0.3189%	0.3268%	$ 621.64	$ 7,459.65	$ 6.67	$ 766.65	$ 80.03	$ 9,199.81
4V	918		1	1	1.5	$ 649,990	0.3191%	0.3269%	$ 621.95	$ 7,463.37	$ 6.67	$ 767.03	$ 80.07	$ 9,204.40
5V	918		1	1	1.5	$ 654,990	0.3192%	0.3271%	$ 622.26	$ 7,467.10	$ 6.68	$ 767.42	$ 80.11	$ 9,209.00
2W	653		0		1	$ 440,990	0.2267%	0.2323%	$ 441.97	$ 5,303.61	$ 4.74	$ 545.07	$ 56.90	$ 6,540.82
3W	655		0		1	$ 445,990	0.2276%	0.2332%	$ 443.54	$ 5,322.52	$ 4.76	$ 547.01	$ 57.10	$ 6,564.13
4W	655		0		1	$ 450,990	0.2277%	0.2333%	$ 443.76	$ 5,325.17	$ 4.76	$ 547.28	$ 57.13	$ 6,567.41

SCHEDULE A

2 NORTHSIDE PIERS
BROOKLYN, NY
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2010 to December 31, 2010 The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	Approx. Exterior Sq. Ft. (2)	# Bedrooms	# Home Offices	# Baths	Purchase Price (3)	Percent General Common Interest (4)	Percent Residential Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes w/ 421-a (6)	Estimated Monthly Real Estate Taxes w/out 421-a (6)	Estimated Annual Real Estate Taxes w/ 421-a (6)	Estimated Annual Real Estate Taxes w/out 421-a (6)
5W	655		0		1	$ 455,990	0.2278%	0.2334%	$ 443.99	$ 5,327.83	$ 4.76	$ 547.56	$ 57.16	$ 6,570.69
3X	1541	96	3	1	2	$ 1,440,990	0.5437%	0.5571%	$ 1,059.76	$ 12,717.16	$ 11.37	$ 1,306.98	$ 136.44	$ 15,683.77
4X	1541	96	3	1	2	$ 1,453,990	0.5440%	0.5574%	$ 1,060.29	$ 12,723.51	$ 11.38	$ 1,307.63	$ 136.51	$ 15,691.60
5X	1541	96	3	1	2	$ 1,466,990	0.5443%	0.5576%	$ 1,060.82	$ 12,729.86	$ 11.38	$ 1,308.29	$ 136.58	$ 15,699.44
20Y	762		1		1	$ 663,990	0.2668%	0.2734%	$ 520.12	$ 6,241.48	$ 5.58	$ 641.46	$ 66.98	$ 7,697.47
21Y	762		1		1	$ 672,990	0.2670%	0.2735%	$ 520.38	$ 6,244.57	$ 5.58	$ 641.77	$ 67.00	$ 7,701.29
22Y	762		1		1	$ 681,990	0.2671%	0.2737%	$ 520.64	$ 6,247.67	$ 5.59	$ 642.09	$ 67.03	$ 7,705.10
23Y	762		1		1	$ 690,990	0.2672%	0.2738%	$ 520.90	$ 6,250.76	$ 5.59	$ 642.41	$ 67.06	$ 7,708.92
24Y	762		1		1	$ 699,990	0.2674%	0.2739%	$ 521.15	$ 6,253.85	$ 5.59	$ 642.73	$ 67.10	$ 7,712.73
25Y	762		1		1	$ 708,990	0.2675%	0.2741%	$ 521.41	$ 6,256.95	$ 5.59	$ 643.05	$ 67.13	$ 7,716.54
26Y	762		1		1	$ 717,990	0.2676%	0.2742%	$ 521.67	$ 6,260.04	$ 5.60	$ 643.36	$ 67.16	$ 7,720.36
27Y	762		1		1	$ 726,990	0.2678%	0.2744%	$ 521.93	$ 6,263.13	$ 5.60	$ 643.68	$ 67.20	$ 7,724.17
28Y	762		1		1	$ 735,990	0.2679%	0.2745%	$ 522.19	$ 6,266.22	$ 5.60	$ 644.00	$ 67.23	$ 7,727.99
29Y	762		1		1	$ 744,990	0.2680%	0.2746%	$ 522.44	$ 6,269.32	$ 5.61	$ 644.32	$ 67.26	$ 7,731.80
30Y	762		1		1	$ 753,990	0.2682%	0.2748%	$ 522.70	$ 6,272.41	$ 5.61	$ 644.63	$ 67.29	$ 7,735.62
31Y	762		1		1	$ 762,990	0.2683%	0.2749%	$ 522.96	$ 6,275.50	$ 5.61	$ 644.95	$ 67.33	$ 7,739.43
2Z	642		0		1	$ 385,990	0.2229%	0.2284%	$ 434.52	$ 5,214.27	$ 4.66	$ 535.89	$ 55.94	$ 6,430.64
PH1	2371	327	4		4.5	$ 2,799,990	0.8632%	0.8844%	$ 1,682.49	$ 20,189.84	$ 18.05	$ 2,074.97	$ 216.61	$ 24,899.65
PH2	1916	147	3		3.5	$ 2,147,990	0.6872%	0.7041%	$ 1,339.51	$ 16,074.08	$ 14.37	$ 1,651.98	$ 172.45	$ 19,823.79
PH3	1965	188	3		3.5	$ 2,237,990	0.7081%	0.7255%	$ 1,380.15	$ 16,561.80	$ 14.81	$ 1,702.11	$ 177.69	$ 20,425.28
PH4	2200		4		3.5	$ 2,137,990	0.7742%	0.7933%	$ 1,509.11	$ 18,109.32	$ 16.19	$ 1,861.15	$ 194.29	$ 22,333.80
PH5	2371	612	4		4.5	$ 2,879,990	0.8874%	0.9092%	$ 1,729.65	$ 20,755.84	$ 18.56	$ 2,133.14	$ 222.68	$ 25,597.69
PH6	1916	588	3		3.5	$ 2,337,990	0.7253%	0.7431%	$ 1,413.74	$ 16,964.86	$ 15.17	$ 1,743.53	$ 182.01	$ 20,922.36
PH7	1959	524	3		3.5	$ 2,327,990	0.7348%	0.7529%	$ 1,432.24	$ 17,186.89	$ 15.37	$ 1,766.35	$ 184.39	$ 21,196.19
PH8	2200	122	4		3.5	$ 2,257,990	0.7842%	0.8035%	$ 1,528.52	$ 18,342.28	$ 16.40	$ 1,885.09	$ 196.79	$ 22,621.10
RC1	461					$ 250,000	0.1600%	0.1639%	$ 311.86	$ 3,742.33	$ 3.35	$ 384.61	$ 40.15	$ 4,615.33
RC2	297					$ 175,000	0.1031%	0.1056%	$ 200.92	$ 2,411.00	$ 2.16	$ 247.79	$ 25.87	$ 2,973.44
RC3	283					$ 160,000	0.0982%	0.1006%	$ 191.45	$ 2,297.35	$ 2.05	$ 236.11	$ 24.65	$ 2,833.27
RC4	303					$ 170,000	0.1052%	0.1077%	$ 204.98	$ 2,459.71	$ 2.20	$ 252.79	$ 26.39	$ 3,033.50
RC5	308					$ 150,000	0.1069%	0.1095%	$ 208.36	$ 2,500.30	$ 2.24	$ 256.96	$ 26.83	$ 3,083.56
RC6	269					$ 125,000	0.0934%	0.0957%	$ 181.98	$ 2,183.70	$ 1.95	$ 224.43	$ 23.43	$ 2,693.11
RC7	210					$ 100,000	0.0729%	0.0747%	$ 142.06	$ 1,704.75	$ 1.52	$ 175.20	$ 18.29	$ 2,102.43
RC8	221					$ 100,000	0.0767%	0.0786%	$ 149.50	$ 1,794.05	$ 1.60	$ 184.38	$ 19.25	$ 2,212.56
RC9	228					$ 100,000	0.0791%	0.0811%	$ 154.24	$ 1,850.87	$ 1.65	$ 190.22	$ 19.86	$ 2,282.84
RC10	304					$ 125,000	0.1055%	0.1081%	$ 205.65	$ 2,467.83	$ 2.21	$ 253.63	$ 26.48	$ 3,043.52
RC11	308					$ 125,000	0.1062%	0.1088%	$ 207.01	$ 2,484.07	$ 2.22	$ 255.29	$ 26.65	$ 3,063.54
RC12	413					$ 175,000	0.1433%	0.1469%	$ 279.39	$ 3,352.68	$ 3.00	$ 344.56	$ 35.97	$ 4,134.78
RES TOTAL	278,128	12,262	345	71	407.5	$ 239,553,300	97.6005%	100.0000%	$ 190,237.42	$ 2,282,849.00	$ 2,041.00	$ 234,615.35	$ 24,492.04	$ 2,815,384.15
COMMERCIAL							2.3995%		$ 1,233.42	$ 14,801.00	$ 47.19	$ 5,424.00	$ 566.26	$ 65,088.02
GRAND TOTAL		12,262	345	71	407.5	$ 239,553,300	100.0000%	100.0000%	$ 191,470.83	$ 2,297,650.00	$ 2,088.19	$ 240,039.35	$ 25,058.30	$ 2,880,472.17

The Symbol used in the Schedule A have the following meaning:

S denotes Superintendent's Unit

D denotes Duplex Apartment

NOTES TO SCHEDULE A

1. Amounts are projected on the assumption that the first year of condominium operation will be the year from January 1, 2010 to December 31, 2010. The actual first year of condominium operation may be earlier or later than that year.

2. The square foot area of the Units set forth in the floor plans and in **Exhibit B** to the Declaration are approximate and were obtained by using the method customarily used in New York City to measure condominium apartments.

   With the exception of the Cabana Units, the Unit areas were calculated by measuring horizontally from the exterior face of exterior walls (perimeter and mechanical pipes are not deducted) to the centerline of demising walls, common corridors, stairs, elevators and other mechanical spaces or any Common Elements.

   The Cabana Units consist of the areas set forth on Schedule A to the Offering Plan and Exhibit B to the Declaration and are approximate.

3. Sponsor has reserved the right to change the Purchase Prices (as well as other terms of sale) of Units and the license fee of Storage Bins not subject to executed Agreements, so Purchasers may pay different prices for similar Units and Storage Bins. See the Section entitled "Changes in Prices and Units" in Part I of this Plan for further discussion. In addition to paying the purchase prices of their Units, Purchasers will be responsible for paying certain closing adjustments and Closing Costs (see the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan for further discussion).

   The Condominium shall consist of 270 Residential Units. The Condominium will also have twelve (12) Cabana Units which are being offered for sale to Residential Unit Owners and prospective Residential Unit Owners.

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

   The aggregate Common Interests of all of the Units equal one hundred percent.

5. These projections have been based upon the projections contained in "Projected Budget for First Year of Condominium Operation - Schedule B", which were made based on the assumption that the first year of condominium operation will be from January 1, 2010 to December 31, 2010. The actual first year of operation may be earlier or later. In the event the actual or anticipated commencement date of the first year of 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 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 fifteen days after the presentation date of the amendment containing such revised budget, and any Purchaser electing rescission pursuant to such offer will have their Down Payments and any interest accrued thereon returned.

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

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

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

c. the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Limited Common Elements;

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

e. telephone and cable television charges; and

f. real estate taxes (see footnote 6 below and Schedule A).

6. The occupancy for the Property is projected for the first quarter of 2010. However, the Building may only have an interim assessed value and may not be fully assessed until the 2011/2012 tax year. Therefore, for budgeting purposes, the real estate taxes projected in Schedule A are estimated as coincident with the 2011/2012 tax year.

The Residential Units will be classified as a Tax Class II property and subject to the prevailing tax rate for the tax year 2011/2012. It is projected that the rate would amount to $12.911 per $100.00 of assessed valuation. The Property's full assessment is estimated to be $22,342,190 for the first year of operation based on a gross building area above grade of 343,726± square feet. The projected tax for each Unit for the 2011/2012 tax year has been based upon an estimate of the assessed valuation of the Building made by the Metropolitan Valuation Services, Inc., 444 Park Avenue South, Suite 402, New York, New York 10016.

No warranty, guaranty or assurance is given that:

(i) any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuations during the first year of condominium operation; the estimates of the portions of such assessed valuations that will be allocable to the Units; the projection of the average real estate tax rate that will be in effect during such first year; will approximate the actual amount; or

(ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Sponsor's real estate tax appraiser for such purpose, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

Sponsor represents that it will use its best efforts to obtain 421-a Benefits for the subject property. However Sponsor makes no representation or warranty that the building will receive Section 421-a Benefits and no representation or warranty as to the date such benefits will take effect if they are received.

Until the Units are separately assessed, each Unit Owner will pay to the Board their Unit's pro rata share of the Property's real estate taxes for the period in question based upon Common Interest. This proration will be made by allocating the Property's taxes among the Unit Owners in accordance with each Unit's Common Interest. The Board will pay such real estate taxes to the Department of Finance of The City of New York or directly to Sponsor if Sponsor has paid such real estate taxes. If any Unit Owner fails to pay his pro rata share as set forth above, the Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common Charges. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the pro-ration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above.

Please refer to the Section entitled "Real Estate Taxes" and the opinion of the Seiden & Schein, P.C. in Part I of the Plan for further discussion regarding real estate taxes.

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

SCHEDULE A-1 (STORAGE BIN LICENSES)

THE 2 NORTHSIDE PIERS CONDOMINIUM
2 NORTHSIDE PIERS
BROOKLYN, NY

Price Schedule for Storage Bin Licenses

Bin #	Area in SF	Height	Price
1	NOT USED		
2	NOT USED		
3	24.3	7'-0"	$ 11,000.00
4	24.3	7'-0"	$ 11,000.00
5	24.3	7'-0"	$ 11,000.00
6	22.4	7'-0"	$ 10,500.00
7	24.3	7'-0"	$ 11,000.00
8	26.2	7'-0"	$ 12,000.00
9	24.3	7'-0"	$ 12,000.00
10	31.0	7'-0"	$ 14,000.00
11	36.3	8'-0"	$ 14,500.00
12	29.8	8'-0"	$ 14,000.00
13	NOT USED		
14	NOT USED		
15	NOT USED		
16	30.8	8'-0"	$ 13,500.00
17	24.3	8'-0"	$ 12,000.00
18	24.3	8'-0"	$ 12,000.00
19	24.3	8'-0"	$ 12,000.00
20	24.3	8'-0"	$ 12,000.00
21	24.3	8'-0"	$ 12,000.00
22	24.3	8'-0"	$ 12,000.00
23	37.8	8'-0"	$ 14,000.00
24	36.3	8'-0"	$ 13,500.00
25	23.7	8'-0"	$ 13,000.00
26	23.7	8'-0"	$ 13,000.00
27	22.7	8'-0"	$ 13,000.00
28	36.6	8'-0"	$ 14,500.00
29	37.8	8'-0"	$ 15,000.00
30	24.3	8'-0"	$ 13,000.00
31	24.3	8'-0"	$ 13,000.00
32	24.3	8'-0"	$ 13,000.00
33	24.3	8'-0"	$ 13,000.00
34	31.2	8'-0"	$ 14,500.00
35	27.7	8'-0"	$ 13,000.00
36	28.0	8'-0"	$ 13,000.00
37	NOT USED		
38	NOT USED		
39	NOT USED		
40	NOT USED		
41	NOT USED		
42	NOT USED		
43	24.3	8'-0"	$ 10,000.00
44	24.3	8'-0"	$ 10,000.00
45	24.3	8'-0"	$ 10,000.00
46	24.3	8'-0"	$ 10,000.00
47	24.3	8'-0"	$ 10,000.00
48	24.3	8'-0"	$ 10,000.00
49	24.3	8'-0"	$ 10,000.00
50	24.3	8'-0"	$ 10,000.00
51	24.3	8'-0"	$ 10,000.00
52	24.3	8'-0"	$ 10,000.00
53	24.3	8'-0"	$ 10,000.00
54	31.8	7'-0"	$ 11,000.00
55	24.3	7'-0"	$ 9,000.00
56	24.3	7'-0"	$ 9,000.00
57	24.3	7'-0"	$ 9,000.00
58	24.3	7'-0"	$ 9,000.00
59	29.1	7'-0"	$ 10,500.00
60	32.2	7'-0"	$ 11,500.00
61	24.3	7'-0"	$ 9,500.00
62	NOT USED		
63	NOT USED		
64	NOT USED		
65	NOT USED		
66	NOT USED		
67	29.7	7'-0"	$ 11,000.00
68	29.3	7'-0"	$ 11,000.00
69	24.3	7'-0"	$ 9,500.00
70	24.3	7'-0"	$ 9,500.00
71	29.3	7'-0"	$ 11,000.00
72	33.5	6'-6"	$ 12,000.00
73	24.3	6'-6"	$ 9,500.00
74	23.0	6'-6"	$ 9,500.00
75	32.2	6'-6"	$ 11,500.00
76	36.6	8'-0"	$ 12,500.00
77	24.3	8'-0"	$ 11,000.00
78	24.3	8'-0"	$ 11,000.00
79	24.3	8'-0"	$ 11,000.00
80	34.9	8'-0"	$ 12,500.00
81	NOT USED		
82	NOT USED		
83	NOT USED		
84	NOT USED		
85	NOT USED		
86	NOT USED		
87	NOT USED		
88	NOT USED		
89	24.3	8'-0"	$ 10,000.00
90	24.3	8'-0"	$ 10,000.00
91	24.3	8'-0"	$ 10,000.00
92	24.3	8'-0"	$ 10,000.00
93	24.3	8'-0"	$ 10,000.00
94	24.3	8'-0"	$ 10,000.00
95	24.3	8'-0"	$ 10,000.00
96	24.3	7'-0"	$ 9,000.00
97	24.3	7'-0"	$ 9,000.00
98	32.9	8'-0"	$ 11,500.00
99	34.7	8'-0"	$ 11,500.00
100	24.3	8'-0"	$ 10,000.00
101	24.3	8'-0"	$ 10,000.00
102	24.3	8'-0"	$ 10,000.00
103	22.1	8'-0"	$ 10,000.00
104	24.3	8'-0"	$ 10,000.00
105	24.3	8'-0"	$ 10,000.00
106	24.3	8'-0"	$ 10,000.00
107	24.3	8'-0"	$ 10,000.00
108	24.3	8'-0"	$ 10,000.00
109	24.3	8'-0"	$ 10,000.00
110	24.3	8'-0"	$ 10,000.00
111	24.3	8'-0"	$ 10,000.00
112	34.7	8'-0"	$ 11,500.00
113	35.7	8'-0"	$ 11,500.00

SCHEDULE "B"
The 2 Northside Piers Condominium
Projected Budget for the First Full Year of Condominium Operation
January 1, 2010 – December 31, 2010

PROJECTED INCOME:	
Common Charges (1).....	$2,297,650
TOTAL PROJECTED INCOME.....	$2,297,650
PROJECTED EXPENSES:	
Salary, Wages, Payroll Taxes & Benefits (2).....	$ 686,717
Heat and Hot Water (3).....	$ 370,995
Cooking Gas (4).....	$ 26,958
Electricity (5).....	$ 327,655
Water & Sewer (6).....	$ 216,342
Repairs & Maintenance (7).....	$ 40,000
Services & Supplies (8).....	$ 122,000
Insurance (9).....	$ 185,554
Management Fee (10).....	$ 75,000
Legal & Auditing Fees (11).....	$ 14,000
Administration (12).....	$ 25,000
Homeowner Association Dues (13).....	$ 167,429
Contingency (14).....	$ 40,000
TOTAL PROJECTED EXPENSES (15).....	$2,297,650

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

Notes to Schedule B

(1) COMMON CHARGES - (Budget - $2,297,650)

The estimated Common Charges to be collected from Unit Owners during the first year of Condominium operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing January 1, 2010. The actual first year of operation may be earlier or later.

The allocation for the General Common Expenses to be borne by the Commercial Unit have been allocated on the basis of the Commercial Unit's respective Percentage of Common Interest, 2.3995%, except where otherwise noted.

	Total	Residential Unit	Commercial Unit
Projected Income			
Common Charges (1)			
Residential Unit Common Charges	$2,282,849	$2,282,849	
Commercial Unit Common Charges	$ 14,801		$ 14,801
Total Projected Income	$2,297,650	$2,282,849	$ 14,801
Projected Expenses			
Salary, Wages, Payroll Taxes and Benefits (2)	$ 686,717	$ 686,283	$ 434
Gas Heat, & Hot Water (3)	$ 370,995	$ 370,995	$ ---
Cooking Gas (4)	$ 26,958	$ 26,958	$ ---
Electricity (5)	$ 327,655	$ 326,869	$ 786
Water & Sewer (6)	$ 216,342	$ 216,342	$ ---
Repairs & Maintenance (7)	$ 40,000	$ 39,040	$ 960
Services & Supplies (8)	$ 122,000	$ 121,544	$ 456
Insurance (9)	$ 185,554	$ 181,102	$ 4,452
Management Fee (10)	$ 75,000	$ 73,200	$ 1,800
Legal & Auditing Fees (11)	$ 14,000	$ 13,664	$ 336
Administration (12)	$ 25,000	$ 24,400	$ 600
Homeowners Association Dues(13)	$ 167,429	$ 163,412	$ 4,017
Contingency (14)	$ 40,000	$ 39,040	$ 960
Total First Year Budget	$2,297,650	$2,282,849	$14,801

In the event the projected commencement date of the first year of Condominium operation is to be delayed more than six (6) months from the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing the then current budget projections. Sponsor will not declare the plan effective if any material changes to the budget are not yet disclosed in an amendment to the plan.

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

(2) SALARIES, WAGES, PAYROLL TAXES & BENEFITS - (Budget - $686,717)

The budgeted amount includes base wages, worker's compensation and disability insurance, health benefits, payroll taxes and the cost of sick days, holidays, and vacation pay for a projected building staff of 1 Resident Superintendent, 1 handyman, 4.2 concierges, and 3 porters. The projected level of staffing for the building complies with all applicable housing and labor laws. It is anticipated that such employees will be union members. Accordingly, the labor costs described below are computed in accordance with the current contract rates of Local 32B-32J of the Service Employees International Union, AFL-CIO, expiring April 20, 2010. A 4% increase in wages is assumed for the period April 21, 2010 through December 31, 2010.

	Position	Weekly Base Wage Rate
(1)	Resident Superintendent	$75,000
(1)	Handyman	$859.63 for 15 weeks $894.02 for 37 weeks
(7.2)	4.2 Concierges, 3 Porters	$778.63 each for 15 weeks $809.78 each for 37 weeks

The projections allow for 28 sick days, holidays and vacation pay miscellaneous payroll expenses.

Total Base Wages		$ 453,158
FICA @ 7.65% of base wages	=	$ 34,667
Workers Compensation @ 5.5% of total wages	=	$ 24,924
FUI and FUTA-NYS Unemployment @ $425 per employee	=	$ 4,250
NYS Disability @ $60 per employee	=	$ 600
Union welfare (health) @ $13,910.64 per employee	=	$ 125,196
Union pension @ $76.75 weeks per employee	=	$ 35,919
Legal Fund/Training School fund @ $369.20 per employee	=	$ 3,323
Union annuity plan @ $10 per employee x 52 weeks	=	$ 4,680
Total Wages and Benefit	=	$ 233,559
TOTAL WAGES, TAXES & BENEFITS		**$ 686,717**

The employees will be devoting a substantial portion of their time and effort to service the Residential Units and the Residential Common Elements, except that a small portion of the Superintendent's and porter's time (estimated at ten percent (10%) will be devoted to the General Common Elements. Accordingly, salaries and related expenses have been primarily allocated to the Residential Units, except for the time charged to the General Common Elements ($18,068) that has been apportioned to all of the Units within the Condominium based upon each Unit's respective Percentage of Common Interest.

(3) HEAT & HOT WATER – (Budget - $370,995)

The budgeted amount is based upon a letter from MGJ Associates, sponsor's consulting engineers, dated August 1, 2007. It is anticipated that the annual consumption of gas for heat and hot water for the residential units and corridor heating and cooling units will be approximately 276,449 therms at $1.22 per therm for a total cost of $337,268. A 10% inflation factor has been added. The Commercial Unit will be separately metered or sub metered for heat and hot water.

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

(4) COOKING GAS - (Budget - $26,958)

The Residential Units will not be separately metered for gas to be used for cooking. Based on a letter dated August 1, 2007, from MGJ Associates, it is estimated that the gas cost for apartment cooking based on 20,088 therms at $1.22 per therm will be $24,507. A 10% inflation factor has been added. If the Commercial Unit utilizes any cooking gas, then it will be separately metered or submetered.

(5) ELECTRICITY - (Budget - $327,655)

The electricity consumption for the first year of Condominium operation for the common areas was estimated by MGJ Associates, in a letter dated August 1, 2007, at 1,399,372 kilowatt hours of electricity, at a rate of $.21 per kilowatt hour of electricity including applicable sales tax, resulting in an annual cost of $293,868.

This estimate includes costs for the common area air conditioning units, distribution pumps, miscellaneous floor loads, elevators, lighting and approximately $4,000 for the superintendent's unit. Electricity costs can vary depending upon consumption and demand factors. A 10% inflation factor has been added.

These costs are only the estimated electricity costs for the Common Elements within the building and have been allocated 90 percent to the Residential Common Elements and charged to the Residential Units, with the remaining 10 percent allocated to the General Common Elements within the Condominium based upon each unit's respective Percentage of Common Interest.

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

(6) WATER & SEWER – (Budget - $216,342)

The building will have a single main water meter, which will measure actual water usage. Based upon a letter from MGJ Associates dated, August 1, 2007, water and sewer charges are based upon a combined charge of $5.23 per 100 Cu. Ft. and an estimated usage of 37605 C.C.F. This estimate is based on a usage of 100 gallons per day and an additional 14 GPD for cooling tower evaporation is included based on 1,120,00 from HVAC.

The annual water and sewer charges during the first year of condominium operation is estimated at $196,674. A 10% inflation factor has been added.

The Commercial Unit will be separately sub-metered or metered for water and sewer and will pay the costs of water and sewer usage directly to the condominium or taxing authority.

(7) **REPAIRS & MAINTENANCE – (Budget - $40,000)**

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

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

The Commercial Unit will pay its pro rata share of this expense based on its Common Interest Percentage.

(8) **SERVICE & SUPPLIES - (Budget - $122,000)**

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

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

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

Heating and Cooling System	$ 12,000
Elevator Maintenance	$ 29,500
Sprinkler System/Fire Protective Alarm System	$ 10,000
Metal, Wood, and Marble Maintenance	$ 10,000
Exterminator	$ 5,000
Uniform Cleaning & Maintenance	$ 7,500
Water Treatment	$ 8,000
Miscellaneous Supplies	$ 40,000

The cost for services relating to the, sprinkler system/fire protection alarm system, exterminator, and $4,000 of the $40,000 in supplies have been allocated to all Units within the Condominium based upon each unit's respective Percentage of Common Interest. All other costs will be borne solely by the Residential Unit.

(9) INSURANCE – (Budget - $185,554)

Based upon the proposal dated July 9, 2007 from The Rampart Group, having an office address at 1983 Marcus Avenue, Lake Success, NY. The following insurance coverage will be obtained for the Building for the first year of Condominium operation:

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

Property Policy

$102,000,000	Building "Special Form", Agreed Amount, No Co-insurance, Replacement Cost, $5,000 Deductible – on Building and Personal Property
$ 1,000,000	Business Income – Limit
$ 10,000	Personal Property Limit
Included	Boiler & Machinery

General Liability Policy

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$1,000,000	Personal & Advertising Injury
$1,000,000	Fire Legal Liability
$1,000,000	Non-Owned Automobile/Hire Car
$ 5,000	Medical Payments
$1,000,000	Employee Benefits Liability $1,000 Deductible
$1,000,000	Directors & Officers Liability - $2,500 Retention

Umbrella Liability

$75,000,000	Per/Occurrence/Aggregate

The annual premium for the above mentioned insurance policy is estimated to be $185,554.

The insurance costs are for the entire Condominium and have been allocated to all Units within the Condominium based upon each unit's respective Percentage of Common Interest.

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

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

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

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

(10) MANAGEMENT FEE - (Budget - $75,000)

At or prior to the First Closing, the Condominium will enter into a management agreement with Penmark Realty Corp., having an office address at 820 Second Avenue, New York, NY 10017, a real estate management firm. The Managing Agent will receive an annual fee of $75,000 payable in equal monthly installment of $6,250. The managing agent's fee for the first year of Condominium Operation is comparable to the "going rate" for similar services in comparable buildings.

The Management Fee has been allocated to each unit based on each unit's respective Percentage of Common Interest.

See the section of the plan entitled "Management Agreement" for further details.

(11) LEGAL & AUDIT FEES – (Budget - $14,000)

The Condominium will engage a law firm to act as the attorney for the Condominium. The estimated cost for minor legal services which do not include special collection matters or litigation for the Condominium's first year is $1,500. It is anticipated that the Condominium will enter into an agreement with Hyman & Associates, located at 580 Sylvan Avenue, Englewood Cliffs, NJ 07632 to provide audit tax returns preparation and financial statement preparation services for the Condominium. It is estimated that the first year cost for these services will be $12,500.

Legal & Audit fees have been allocated to each unit based on each unit's Common Interest Percentage.

(12) ADMINISTRATION – (Budget - $25,000)

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

Administration has been allocated to each unit based on each units Common Interest Percentage.

(13) HOMEOWNERS ASSOCIATION DUES – (Budget - $167,429)

The budgeted amount represents the Homeowners Association Dues to be borne by the The 2 Northside Piers Condominium Unit Owners. See Schedule C for further details.

Homeowners Association Dues have been allocated to each unit based on each units Common Interest Percentage.

(14) **CONTINGENCY – (Budget - $40,000)**

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

Contingency has been allocated to each unit based on each unit's Common Interest Percentage.

(15) **TOTAL PROJECTED EXPENSES – (Budget - $2,297,650)**

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from January 1, 2010 through December 31, 2010.

IN THE OPINION OF PENMARK REALTY CORP., HAVING AN OFFICE AT 820 SECOND AVENUE, NEW YORK, NEW YORK 10017. THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

MG ENGINEERING, P.C.
We engineer success

Schedule B-1: Individual Apartment Electrical Costs

Apt	Area (S.F.)	Apt. type	Quantity per floor	Number of Floors	Ltg/Pwr Demand from drawing (KW)	Annual Ltg/Pwr (KWHrs)	Electric Dryer Load from drawing (KW)	Annual Dryer Useage (KWHrs)	Electric Oven Load from drawing (KW)	Annual Oven Usage (KWHrs)	Estimated Heating/ Cooling (Watts)	Annual Heating/Cooling Power (KWHrs)	Total Electric Heater from drawing (KW)	Annual Elec. Htg Power (KWHrs)	Total Annual Usage (KWHRs)	6/17/2008 Estim. Annual Elec. Cost (based on $.21 / KWHR)	People/ apt	People	# of apts.
I	811	1	1	1	6.512	4,753	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,204	$2,563	2	2	1
O	798	0	1	1	6.498	4,743	5.00	780	5.00	1,825	3,250	9,693	0.00	-	17,041	$3,579	1	1	1
R	584	0	1	1	6.273	4,579	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,030	$2,526	1	1	1
S	882	1	1	1	6.588	4,808	5.00	780	5.00	1,825	3,250	9,693	1.00	1,624	18,730	$3,933	2	2	1
T	849	0	1	1	6.341	4,629	5.00	780	5.00	1,825	1,250	3,728	0.00	-	10,962	$2,302	1	1	1
U	943	1	1	1	6.650	4,855	5.00	780	5.00	1,825	2,000	5,965	0.00	-	13,425	$2,819	2	2	1
V	918	1	1	1	6.624	4,835	5.00	780	5.00	1,825	2,000	5,965	0.00	-	13,405	$2,815	2	2	1
W	653	0	1	1	6.348	4,632	5.00	780	5.00	1,825	1,000	2,982	0.00	-	10,219	$2,146	1	1	1
Z	842	0	1	1	6.334	4,624	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,075	$2,536	1	1	1
SUPER	1088	2	1	1	6.800	4,964	5.00	780	5.00	1,825	2,875	8,574	0.00	-	16,143	$3,390	3	3	1
2ND FL																		16	10
3A	1319	2	1	1	7.045	5,143	5.00	780	5.00	1,825	4,000	11,929	0.00	-	19,677	$4,132	3	3	1
4A-5A	1389	2	1	2	7.118	5,198	5.00	780	5.00	1,825	4,000	11,929	0.00	-	19,730	$4,143	3	6	2
B	813	1	1	3	6.514	4,755	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,208	$2,563	2	6	3
C	775	1	1	3	6.474	4,726	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,177	$2,557	2	6	3
D	602	0	1	3	6.292	4,593	5.00	780	5.00	1,825	1,250	3,728	0.00	-	10,926	$2,294	1	3	3
E	628	1	1	3	6.317	4,612	5.00	780	5.00	1,825	2,625	7,829	0.00	-	15,046	$3,160	2	6	3
Q	568	0	1	3	6.256	4,567	5.00	780	5.00	1,825	1,000	2,982	1.00	1,624	11,779	$2,474	1	3	3
R	584	0	1	3	6.273	4,579	5.00	780	5.00	1,825	1,250	3,728	0.00	-	10,912	$2,291	1	3	3
S	874	1	1	3	6.578	4,802	5.00	780	5.00	1,825	3,000	8,947	1.00	1,624	17,978	$3,775	2	6	3
T	849	0	1	3	6.341	4,629	5.00	780	5.00	1,825	1,250	3,728	0.00	-	10,962	$2,302	1	3	3
U	943	1	1	3	6.650	4,855	5.00	780	5.00	1,825	2,000	5,965	0.00	-	13,425	$2,819	2	6	3
V	918	1	1	3	6.624	4,835	5.00	780	5.00	1,825	2,000	5,965	0.00	-	13,405	$2,815	2	6	3
W	655	0	1	3	6.348	4,634	5.00	780	5.00	1,825	1,000	2,982	0.00	-	10,221	$2,146	1	3	3
X	1541	3	1	3	7.278	5,313	5.00	780	5.00	1,825	5,125	15,284	0.00	-	23,202	$4,872	4	12	3
3RD-5TH FLS.																		72	39
6A	1392	2	1	1	7.122	5,199	5.00	780	5.00	1,825	4,000	11,929	0.00	-	19,733	$4,144	3	3	1
7A-11A	1378	2	1	5	7.105	5,187	5.00	780	5.00	1,825	4,000	11,929	0.00	-	19,721	$4,141	3	15	5
B	813	1	1	6	6.514	4,755	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,208	$2,563	2	12	6
C	775	1	1	6	6.474	4,726	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,177	$2,557	2	12	6
D	602	0	1	6	6.292	4,593	5.00	780	5.00	1,825	1,250	3,728	0.00	-	10,926	$2,294	1	6	6
E	638	1	1	6	6.330	4,621	5.00	780	5.00	1,825	2,625	7,829	0.00	-	15,055	$3,161	2	12	6
F	714	1	1	6	6.410	4,679	5.00	780	5.00	1,825	3,000	8,947	0.00	-	18,231	$3,408	2	12	6
G	923	1	1	6	6.629	4,839	5.00	780	5.00	1,825	3,000	8,947	0.00	-	18,391	$3,442	2	12	6
H	1234	2	1	6	6.956	5,078	5.00	780	5.00	1,825	3,000	8,947	0.00	-	18,630	$3,492	3	18	6
J	689	0	1	6	6.383	4,660	5.00	780	5.00	1,825	1,000	2,982	0.00	-	10,247	$2,152	1	6	6
K	1810	3	1	6	7.561	5,519	5.00	780	5.00	1,825	5,750	17,148	0.00	-	25,272	$5,307	4	24	6
6TH-11TH FLS.																		132	60
A	1378	2	1	7	7.105	5,187	5.00	780	5.00	1,825	4,000	11,929	0.00	-	19,721	$4,141	3	21	7
B	813	1	1	7	6.514	4,755	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,208	$2,563	2	14	7
C	775	1	1	7	6.474	4,726	5.00	780	5.00	1,825	1,625	4,848	0.00	-	12,177	$2,557	2	14	7
D	602	0	1	7	6.292	4,593	5.00	780	5.00	1,825	1,250	3,728	0.00	-	10,926	$2,294	1	7	7
E	638	1	1	7	6.330	4,621	5.00	780	5.00	1,825	2,625	7,829	0.00	-	15,055	$3,161	2	14	7
F	714	1	1	7	6.410	4,679	5.00	780	5.00	1,825	3,000	8,947	0.00	-	18,231	$3,408	2	14	7
G	923	1	1	7	6.629	4,839	5.00	780	5.00	1,825	3,000	8,947	0.00	-	18,391	$3,442	2	14	7
H	1234	2	1	7	6.956	5,078	5.00	780	5.00	1,825	3,000	8,947	0.00	-	18,630	$3,492	3	21	7
J	689	0	1	7	6.383	4,660	5.00	780	5.00	1,825	1,000	2,982	0.00	-	10,247	$2,152	1	7	7
K	1810	3	1	7	7.561	5,519	5.00	780	5.00	1,825	5,750	17,148	0.00	-	25,272	$5,307	4	28	7
12TH-18TH FLS.																		154	70

Schedule B-1: Individual Apartment Electrical Costs

Apt	Area (S.F.)	Apt. type	Quantity per floor	Number of Floors	Ltg/Pwr Demand from drawing (KW)	Annual Ltg/Pwr (KWHrs)	Electric Dryer Load from drawing (KW)	Annual Dryer Useage (KWHrs)	Electric Oven Load from drawing (KW)	Annual Oven Usage (KWHrs)	Estimated Heating/ Cooling (Watts)	Annual Heating/Cooling Power (KWHrs)	Total Electric Heater from drawing (KW)	Annual Elec. Htg Power (KWHrs)	Total Annual Usage (KWHRs)	6/17/2008 Estim. Annual Elec. Cost (based on $.21 / KWHR)	People/ apt	People	# of apts.
A	1378	2	1	8	7.105	5,187	5.00	780	5.00	1,825	4,000	11,929	0.00	-	19,721	$4,141	3	24	8
B	813	1	1	8	6.514	4,755	5.00	780	5.00	1,825	1,825	4,848	0.00	-	12,208	$2,563	2	16	8
C	775	1	1	8	6.474	4,726	5.00	780	5.00	1,825	1,825	4,848	0.00	-	12,177	$2,557	2	16	8
D	605	0	1	8	6.295	4,596	5.00	780	5.00	1,825	1,250	3,728	0.00	-	10,929	$2,295	1	8	8
L	1120	2	1	8	6.838	4,990	5.00	780	5.00	1,825	4,250	12,675	0.00	-	20,270	$4,257	3	24	8
M	1179	2	1	8	6.898	5,036	5.00	780	5.00	1,825	4,000	11,929	0.00	-	19,570	$4,110	3	24	8
N	1398	2	1	8	7.128	5,202	5.00	780	5.00	1,825	3,000	8,947	0.00	-	16,754	$3,518	3	24	8
P	1555	2	1	8	7.293	5,324	5.00	780	5.00	1,825	4,750	14,168	0.00	-	22,095	$4,640	3	24	8
Y	762	1	1	8	6.460	4,716	5.00	780	5.00	1,825	2,000	5,965	0.00	-	13,286	$2,790	2	16	8
20TH-27TH FLS.																		176	72
PH1 , PH5	2371	4	1	2	9.200	6,718	5.00	780	5.00	1,825	7,625	22,740	1.00	1,624	33,885	$7,074	5	10	2
PH2, PH6	1918	3	1	2	8.722	6,367	5.00	780	5.00	1,825	5,625	16,776	1.00	1,624	27,372	$5,748	4	8	2
PH3, PH7	1959	3	1	2	8.767	6,400	5.00	780	5.00	1,825	7,000	20,876	1.00	1,624	31,506	$6,616	4	8	2
PH4, PH8	2200	4	1	2	9.020	6,585	5.00	780	5.00	1,825	5,500	16,403	0.00	-	25,593	$5,374	5	10	2
N	1398	2	1	4	8.178	5,968	5.00	780	5.00	1,825	3,000	8,947	0.00	-	17,520	$3,679	3	12	4
P	1562	2	1	4	8.350	6,096	5.00	780	5.00	1,825	4,750	14,168	0.00	-	22,887	$4,802	3	12	4
Y	762	1	1	4	7.510	5,482	5.00	780	5.00	1,825	2,000	5,965	0.00	-	14,052	$2,951	2	8	4
28TH-31ST FLS.																		68	20
TOTAL	273,611																	818	271

Annual Ltg/pwr useage based on occupancy of 8 hrs per day and 25% demand factor
Annual Dryer useage based on 2 times a week at 1.5 hour per useage
Annual Oven Useage based on daily use at 60 minutes a day
Electric Cost based on $.21 per KWHR
Electric Dryer Load Generally 2.5 KW

SCHEDULE "C"
Williamsburg Waterfront Homeowners Association Budget at The 2 Northside Piers Condominium
Projected Budget for the First Full Year of Condominium Operation
January 1, 2010 – December 31, 2010

PROJECTED INCOME:

	Homeowners Association Budget
Common Charges (1).....	$ 288,670
TOTAL PROJECTED INCOME.....	$ 288,670

EXPENSES:	Homeowners Association Budget
Electricity (2).....	$ 11,550
Repair & Maintenance (3).....	$ 10,000
Services & Supplies (4).....	$ 99,920
Management Fee.(5).....	$ 12,000
Amenities Facility (6).....	$ 135,000
Legal & Audit Fees (7).....	$ 4,000
Administration (8).....	$ 4,000
Insurance (9).....	$ 2,200
Contingency (10).....	$ 10,000
TOTAL PROJECTED EXPENSES (11).....	$ 288,670

Footnotes to Schedule C

(1) HOMEOWNERS ASSOCIATION COMMON CHARGES[1] - (Budget - $288,670)

The Common Charges projected herein is based upon estimated expenses for the twelve (12) month period commencing January 1, 2010 which is the anticipated Commencement of Condominium Operation date for 2 Northside Piers. The actual first year of operation may be earlier or later. 1 Northside Piers Street will pay 42% of these costs and 2 Northside Piers will pay 58% based on the ratio of number of units in each Condominium.

(2) ELECTRICITY - (Budget - $11,550)

The electricity consumption for the first year of the Homeowners Association for the outdoor lighting was estimated by Cosentini Associates, Two Pennsylvania Plaza, New York, NY 10018, in a letter dated September 21, 2007. The cost for the site lighting electricity is estimated to be $10,500. A 10% inflation factor has been added.

(3) REPAIRS & MAINTENANCE – (Budget - $10,000)

Since the Building will be newly constructed it has no operating history upon which to project future costs of repairs and maintenance. No major capital repairs are included in the First Year's Budget since all major construction and mechanical systems will be new. Future major capital repairs to the Homeowners Association Common Elements will be borne by all Unit Owners. The budgeted figure for this item includes the cost of normal maintenance and repair to the Common Elements that are the responsibility of the Homeowners Association including the temporary upland connection along N. 5th Street.

(4) SERVICE & SUPPLIES - (Budget - $99,920)

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

No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based upon the experience of the Sponsor's budget expert in operating similar buildings. While this Schedule C includes a reasonable allowance for possible increases in cost that may occur prior to and during the first year of operations, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

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

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[1] The Board of Managers will also be a member of Williamsburg Waterfront Utilities Homeowners Association, Inc. Fees associated with Williamsburg Waterfront Utilities Homeowners Association, Inc. will be charged to Unit Owners on as "as needed" basis. Please see the section of the Offering Plan entitled "Homeowners Associations" for further information.

Miscellaneous Supplies	$10,000
Waterfront Access Area Contribution-Phase1 and 2	$79,920
Snow Removal	$10,000

See section referring to Homeowner's Association for further details about the Waterfront Access Area.

(5) MANAGEMENT FEE - (Budget - $12,000)

The Homeowners Association will enter into a management agreement with Penmark Realty Corp., have an office at 820 Second Avenue, New York, NY 10017, a real estate management firm. The managing agent will receive an annual fee of $12,000 payable in equal monthly installments of $1,000. The managing agent's fee for the first year of Condominium Operation is comparable to the "going rate" for similar services in comparable buildings.

See the section of the plan entitled "Management Agreement and Service Contracts" for further details.

(6) AMENITIES FACILITY – (Budget $135,000)

The Homeowners Association will operate the Swimming Pool Facility. Based on a proposal from TFC - Partners Inc., it is anticipated that the cost of life guards, pool supplies and management supervision will be approximately $135,000 during the first year of Condominium Operation.

(7) LEGAL & AUDIT FEES – (Budget - $4,000)

The Homeowners Association will engage a law firm to act as the attorney for the Homeowners Association. The estimated cost for these services for the first year is $1,000. It is anticipated that the Homeowners Association will enter into an agreement with Hyman & Associates, located at 580 Sylvan Avenue, Englewood Cliffs, NJ 07632 to provide audited tax returns and financial statement preparation. It is estimated that the first year cost for these services will be $3,000.

(8) ADMINISTRATION – (Budget - $4,000)

The budgeted amount includes anticipated expenses for telephone, beepers, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees and local telephone usage for the Homeowners Association Administrative costs.

(9) INSURANCE – (Budget - $2,200)

Based on the proposal dated August 15, 2007, from The Rampart Group, 1983 Marcus Avenue, Lake Success, NY, the following insurance will be obtained for the Homeowners Association.

$1,000,000 – Director's and Officer's Liability

Premium – $2,200

(10) CONTINGENCY – (Budget - $10,000)

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

(11) TOTAL PROJECTED EXPENSES – (Budget - $288,670)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from January 1, 2010 – December 31, 2010

IN THE OPINION OF PENMARK REALTY CORP., HAVING AN OFFICE AT 820 SECOND AVENUE, NEW YORK, NEW YORK 10017. THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

PENMARK REALTY CORP

September 20, 2007

The Board of Managers
The 2 Northside Piers Condominium
2 North 5th Street
Brooklyn, New York 11211

RE: Condominium Offering Plan
The 2 Northside Piers Condominium
2 North 5th Street, Brooklyn, New York

Sir:

Penmark Realty Corp., has been in the real estate management business for 40 years, and currently manages 50 cooperative and condominium apartment houses throughout New York City.

We have no beneficial interest in the Sponsor of the subject Offering Plan or in the profitability of the subject property.

Our firm has created the allocation of common interests as shown on Schedule A to be included in the condominium offering plan for the subject property.

The common interests have been allocated to each condominium unit based upon floor space, subject to the location of such floor 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 a particular unit, in accordance with Section 339(i)(1)(iv) of the New York Real Property Law.

Penmark Realty Corporation

By: _____
Name: Bernard Friedman
Title: President

Sworn to before me
this 31 day of October, 2007

_____
Notary Public

Janet Konstantinidis
Notary Public, State of New York
No. 01KO6018679
Qualified in Richmond County
Commission Expires January 19, 2011

CHANGES IN PRICES AND UNITS

Subject to conditions hereinafter set forth, Sponsor has the right to change the amount of any Purchase prices or Storage bin license fees from the amounts shown in Schedule A and Schedule A-1 of the Plan. The Purchase prices and license fees set forth in Schedule A and Schedule A-1 must be changed by a duly filed amendment to the Plan when the change of price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. The Sponsor may enter into an Agreement with a Purchaser to sell one or more Units at Purchase prices or Storage Bin license fees lower than those set forth in Schedule A and Schedule A-1 without filing an amendment. Purchase prices and Storage Bin license fees may be negotiated by Sponsor under certain circumstances. Sponsor reserves the right to negotiate the Purchase price and extra custom work with Purchasers of Units. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms. No party other than Sponsor will have the right to approve any changes in price, whether before or after the First Unit Closing.

If Sponsor changes the Purchase price of one or more Units, the Purchaser of such Unit may pay, or may have paid, more or less than other Purchasers of comparable Units having the same Common Interest. However, a price change will not alter the Common Interest of, or the amount of the Common Charges payable by, the Unit Owners.

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units, and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit, or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Units to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and the Bylaws. Subject to the terms of the last two paragraphs of this Section, such right may be exercised by Sponsor from time to time, both before and after the First Unit Closing, without the consent or approval of any Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party. However, Sponsor will first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law. No change will be made by Sponsor in the size or number of Units, their respective percentages of Common Interest, or in the size or quality of Common Elements except by amendments to the Offering Plan and the Declaration. Unless the affected Purchaser provides a written consent, no material change will be made by Sponsor in Unit size, layout or percentage of Common Interest if an Agreement has been executed and delivered to the Sponsor for that Unit and such Purchaser is not in default.

No adverse material change will be made in the size or quality of Common Elements unless Purchasers not in default receive a right to rescind for fifteen (15) days after the presentation of the exercise of such right.

If Sponsor changes the size and/or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. However, the aggregate amount of the Common Interests of all the Units will always remain at 100%. As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not vary.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, the Declaration and/or the Bylaws and, in connection therewith, a wall, space or other area forming a part of the Common Elements servicing and benefiting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged.

As long as the layout and dimension of a Residential Unit conform substantially to the Residential Unit plans, a Purchaser will not be excused from purchasing the Residential Unit and will not have any claim against Sponsor nor any of its respective principals, managers, members, agents, designees, employees or affiliates as result of any insubstantial or immaterial change or discrepancy.

This Plan will be amended to reflect any change in the size of a Unit, number of Units, percentage of Common Interests of Unsold Units or a change in the size or quality of any Common Element. However, the layout and number of rooms in Unsold Units may be changed without prior notice.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is duly recorded. The Plan will be amended in the event of any such changes. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of an Unsold Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior written consent of the owner of such Unit.

THE COMMERCIAL UNIT

There will be one (1) Commercial Section in the Condominium containing one (1) Commercial Unit which is not being offered for sale by Sponsor. The Commercial Unit is being designed as a restaurant, but may be used for any lawful purpose, except as disclosed below.

All or any part of the Commercial Unit may be leased or subleased by the Commercial Unit Owner(s). No representation is made with respect to: (a) the uses to which the Commercial Unit or any part thereof may be put at any time, or (b) who, as tenant(s), will operate or occupy the Commercial Unit or any part thereof at any time, or (c) Sponsor's continued ownership of the Commercial Unit or any part thereof. The Commercial Unit and the Unsold Units may be used for any lawful purpose under the applicable building codes and zoning ordinances, including (without limitation), as model Units, or as a sales office, or as an office for the leasing, rental or management of one or more such Units, without any charge or fee by the Condominium Board, at such rents, and upon such terms and conditions, as Sponsor or the Unit Owner and any tenant(s) may agree. However, the Commercial Unit may not be used as an Adult Establishment or as a Adult Physical Culture Establishment, as defined in Article I, Chapter 2 of the New York City Zoning Resolution, or as a manufacturing facility, or a mortuary or funeral parlor, or for the sale of bail bonds, or as an Off Track Betting facility, or for the use of any religiously affiliated organization in the practice of any religion, or as a check cashing facility, or as a nightclub or bar, or as a cabaret, or as a hospital, clinic, nursing home or other inpatient or outpatient medical facilities, or offices of any branch, department, agency or other unit or political subdivision of the United States federal government, the State of New York or the City of New York, other than executive or administrative offices not providing services or benefits directly to the public, or as a vocational training school or boarding school, high school, or school offering college or graduate degrees.

The Commercial Unit Owners have rights which differ from the Residential Unit Owners. The Condominium Board and the Residential Unit Owners will not have the right to disapprove either any change in the use of the Commercial Unit (or any part thereof), or any amendment to the Building's Certificate of Occupancy to authorize another use for the Commercial Unit (or any part thereof). In addition, a Commercial Unit Owner has the right to freely sell or lease its Commercial Unit or any part thereof without the Condominium Board having any right of first refusal to purchase or lease, or to procure a third party to purchase or lease, the same (see "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion).

The percentage interest of the Commercial Unit in the Common Elements is based upon floor area, location, uniqueness, overall dimensions and similar factors of relative value to other space in the condominium, pursuant to Section 339-i(1)(4) of the New York Condominium Act. Generally, each Commercial Unit Owner must pay its share of the Common Expenses based on its percentage interest in the Common Elements. In addition, the Commercial Unit Owner will be required to pay the expenses attributable to the cost of fire and casualty insurance to the extent that such cost exceeds the cost of

comparable insurance in a building which does not contain any mercantile space. The Commercial Unit Owner, however, is required to contribute to the Common Expenses or to pay any special assessment to the extent same is used for repair, renovation or decoration of the Residential Section.

The By-Laws of the Condominium expressly authorize the Condominium Board to allocate certain specific expense items and apportion Common Expenses against the Commercial Unit other than in proportion to the Commercial Unit' aggregate appurtenant interest in the Common Elements. Article 11 of the Bylaws sets forth arbitration as the method of resolving disputes between the Commercial Unit Owner(s) and the Board of Managers concerning any special allocations.

The Common Charges payable by each Commercial Unit Owner (as set forth in Schedule B) are believed to be sufficient to cover the expenses fairly attributable to such Commercial Unit.

INTERIM USE AND OCCUPANCY AGREEMENTS

Sponsor or its designee reserves the right, freely and without restriction, to rent or lease vacant Units to Purchasers, both before and after the First Unit Closing, provided that a temporary Certificate of Occupancy has been issued for the Unit(s). However, once an Agreement is signed for a vacant Unit, and for so long as such Agreement is in effect, such Unit may only be rented to the Purchaser thereof. Such agreement, if entered into (an "Interim Use and Occupancy Agreement") will be for such use and occupancy fee, and upon such other terms as may be mutually agreed upon. The term of such Interim Use and Occupancy Agreement shall be for a period which will expire on the earlier of the date of the Closing of such Unit or six months after the execution date of the Interim Use and Occupancy Agreement. In the event this Plan is abandoned, the Purchaser may, at any time at his or her sole option, cancel the Interim Use and Occupancy Agreement and remove from the Building upon thirty (30) days' prior written notice to the Sponsor at the address set forth on the cover page of this Plan. Should Purchaser rescind his or her Agreement pursuant to any permitted rescission, the Interim Use and Occupancy Agreement shall terminate thirty (30) days thereafter and Purchaser shall be obligated to vacate the Unit no later than that time.

An Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under the Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Agreement contains a similar cross-default provision entitling Sponsor to cancel the Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. However, before the Sponsor may utilize a default under the Interim Use and Occupancy Agreement to declare a default under the Agreement, the Sponsor must (i) obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim occupant or (ii) the interim occupant must have vacated the Unit. The interim occupant (i.e., the Purchaser) must vacate the Unit within five (5) days after any default under the Agreement which remains uncured after five (5) days.

Purchasers are advised that Interim Use and Occupancy Agreements, the rents and any rent increases upon the renewal of such Interim Use and Occupancy Agreement are not subject to the New York State Rent Stabilization Law or the New York City Rent Stabilization Code.

ASSIGNMENT OF AGREEMENTS

No assignment of an Agreement of a Purchaser shall be permitted without Sponsor's prior written consent, which may be withheld or delayed for any reason or no reason.

Any purported assignment by a Purchaser in violation of the Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle a Purchaser to cancel the Agreement or give rise to any claim for damages against Sponsor. Under no circumstances will Sponsor consent to an assignment of the Agreement in which the Purchaser will receive consideration over and above the purchase price payable to Sponsor. If Sponsor, in its sole discretion consents to a Purchaser's request for an assignment of the Agreement, the assignee of the Agreement shall be required to close title to the Unit on the originally scheduled Closing Date set forth in the Agreement. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, then the Purchaser shall be required to pay Sponsor's attorneys a fee of $500.00, in advance, for preparation of an assignment agreement and any necessary revisions to the other Closing documents.

EFFECTIVE DATE OF PLAN

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

1. Pursuant to the terms of the Building Loan Agreement executed by the Sponsor in favor of Citibank, N.A., the Sponsor may declare the Offering Plan effective upon the execution of Agreements for a minimum of twenty-five percent (25%) of the Units in the Building.

2. After the conditions in the preceding Paragraph 1 have been met, Sponsor may, at its option, declare this Plan effective.

3. When Agreements have been executed and delivered for the sale of at least eighty percent (80%) Units in the Building, and all the conditions referred to in the foregoing Paragraph 1 have been met, Sponsor must declare this Plan effective.

The Plan may be abandoned, at Sponsor's sole option, at any time before the amendment substantiating effectiveness is filed and before all of the Units offered hereunder have been purchased. The Plan, if abandoned, shall be abandoned by amendment, together with form RS-3, filed with the Department of Law in appropriate form. Such amendment shall explain the basis for abandonment and must state how any funds received pursuant to the Plan will be distributed. All monies paid by Purchasers pursuant to Agreements shall be refunded to them in full, with interest, if any, within twenty (20) days of such abandonment. The Sponsor may not abandon the Plan after the amendment substantiating effectiveness is filed for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total amount of the Offering, or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of one percent of the total amount of the Offering, or (iii) the taking of any material portion of the Property by condemnation or eminent domain. Notwithstanding the foregoing, there will be no obligation on the part of the Sponsor to incur expense or engage in litigation to cure title defects.

The Plan will be declared effective by the mailing or personal delivery of written notice to all Purchasers. Within three (3) business days after such notice is given, an amendment to the Plan will be submitted by Sponsor stating that the Plan has been declared effective. If requested, Sponsor will submit to the Department of Law copies of

all Agreements, together with any amendments or modifications to such Agreements, within five (5) business days after the request is received.

The First Unit Closing shall not occur until either a temporary or permanent Certificate of Occupancy covering the Unit to be conveyed has been issued for the Building by the New York City Department of Buildings. Please see the Sections in Part I of this Plan entitled "Description of Property and Improvements" and "Rights and Obligations of Sponsor" for further information.

PROCEDURE TO PURCHASE

Agreement

A Person desiring to purchase a Unit in the Condominium, or the authorized parties thereof if the Person is other than a natural person, shall be required to execute in quadruplicate an Agreement in the form set forth in Part II of this Plan and return it to the Sponsor, together with a check in the amount of ten percent (10%) of the Purchase Price (the "Option Payment"), drawn to the order of "Seiden & Schein, P.C., as Escrow Agent". This Option Payment may be increased for special work in the Unit ordered by the Purchaser and agreed to by the Sponsor and itemized in the Agreement. Seiden & Schein, P.C. shall be the "Escrow Agent" pursuant to the Agreement and Offering Plan.

Purchasers interested in acquiring a license to use a Storage Bin will be required to provide the Sponsor with a check in the amount of ten percent (10%) of the license fee for such Storage Bin, as indicated on Schedule A-1, located in Part I of this Plan. A copy of the form of Storage Bin license is attached to the form of Agreement, located in Part II of this Plan.

Purchaser has the option to cancel his Agreement by written notice to the Sponsor until midnight of the seventh day following Purchaser's execution of the Agreement. Such rescinding Purchaser must either personally deliver a written notice of rescission to the Sponsor within the 7-day period or mail the notice of rescission, in accordance with the Agreement, to the Sponsor and have the mailing post-marked within the 7-day period.

The Agreement shall not be binding upon the Sponsor until a duplicate thereof, executed by the Sponsor, is delivered to Purchaser. In any such case, unless the Agreement, executed as aforesaid, is delivered to Purchaser within thirty (30) days after same is received by the Sponsor, it shall be deemed rejected and canceled and all monies paid by Purchaser shall be promptly refunded, without interest, and upon such refund being made, neither party shall have any further rights or obligations hereunder with respect to the other. The Sponsor shall have the right to reject the Agreement without cause or explanation to Purchaser, provided such rejection is not based upon gender, race, creed, color, national origin or ancestry or other ground proscribed by Law.

After this Plan is declared effective, the Sponsor shall fix dates for Closing title to all Units for which Agreements have been fully executed. Sponsor will give each Purchaser not less than thirty (30) days' prior written notice of the date, time and place (in the City of New York) for the transfer of title to his Unit. Purchasers may, but are not required to, waive this thirty (30) day notice. At Closing, such Purchaser shall pay the balance of the Purchase Price stated in the Agreement with his unendorsed, personal certified check, by official cashier's check, or by federal wire transfer. However, such Purchaser may apply the proceeds of any financing obtained by such Purchaser to make such payment, provided that it is made in the form stated above.

It is anticipated that the first Unit will close title on or about January 1, 2010. If such closing day is delayed twelve (12) months or more, purchasers will be offered a right of rescission.

Escrow

All checks constituting the Option Payment are to be made payable to the order of "Seiden & Schein, P.C., as Escrow Agent" and all checks in payment of the balance of the Purchase Price (due at the Closing) are to be made payable to the order of Sponsor or as otherwise directed by Sponsor, with all checks, in either case, drawn on a member bank of the New York Clearing House Association.

In accordance with Section 71-a(3) of the Lien Law, Section 352-h and Section 352-e (2-b) of the New York General Business Law and the Attorney General's regulations promulgated thereto the Sponsor has appointed the law firm of Seiden & Schein, P.C. as Escrow Agent to hold all monies, including all Option Payments received by Sponsor, directly or through its agents, employees or agents (if any) either prior to or subsequent to the closing of title to a Unit (the "Consummation of the Plan"), in trust in a segregated special escrow account titled, "Seiden & Schein, P.C., Attorney Account" (the "Escrow Account"). The name of Purchaser shall be added to the title of a sub-account of the Escrow Account, which shall be at Citibank, N.A. at its office located at 399 Park Avenue, New York, New York. Such funds shall be deposited within five (5) business days after the Agreement is executed by all necessary parties and, except as otherwise stated in the Plan, shall be held there until actually employed in connection with the Consummation of the Plan. Seiden & Schein, P.C. is located at 570 Lexington Avenue, New York, New York 10022 (telephone number 212-935-1400). The signatories on the Escrow Account authorized to withdraw funds are the principal attorneys of the firm who are Jay G. Seiden, Esq., and Alvin Schein, Esq., both of whom have an office at 570 Lexington Avenue, New York, New York 10022.

Section 71-a(3) of the Lien Law, as applicable herein, also provides in part for the following, although Department of Law regulations are more restrictive:

(a) Option Payments shall be placed in an interest bearing account if so requested by Purchaser. Such Option Payment, with any accumulated interest, shall remain the property of the Purchaser, except as otherwise provided by Law.

(b) Option Payments will be retained in escrow as set forth above until: (i) Sponsor performs under the terms of the Agreement or (ii) Purchaser rescinds, if permitted, or defaults in release or discharge of Sponsor's liability to refund such Option Payment or (iii) transfer of title to the Unit to the Purchaser, or (iv) release by mutual consent of Sponsor and Purchaser.

(c) The Option Payment will be held in an interest-bearing account, provided Purchaser furnishes a completed W-8 or W-9 form, and, unless the Purchaser defaults, interest will be credited to the Purchaser at Closing.

The account is a variable-rate account, paying money market rates. The interest rate to be earned in the Escrow Account will fluctuate daily and is currently less than 1% per annum. Interest will begin to accrue upon deposit of the Option Payment, which is to be made in accordance with the preceding paragraphs.

(d) Citibank, N.A. is covered by federal bank deposit insurance to a maximum of $100,000.00 per individual deposit. No fees of any kind from the account principal may be deducted. Sponsor shall bear any administrative cost for maintenance of the account.

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

The only other time monies received for the purchase of a Unit shall be disbursed from the Escrow Account are (a) at the closing of title to a Unit by such Purchaser; (b) upon a default by a Purchaser which is not cured within any time periods permitted, provided that no Option Payment to be released pursuant to an uncured default shall be released prior to the Consummation of the Plan; or (c) as provided below in the sub-section entitled Letters of Credit. Any withdrawals or disbursement of funds from the Escrow Account shall be made only upon the written approval by an officer in the firm of Seiden & Schein, P.C., despite the fact that Citibank, N.A. may be a party to an escrow agreement with respect to such account or accounts. The amounts paid by the Purchasers prior to Closing will be handled in accordance with the escrow and trust fund provisions of the Section 352-h and Section 352-e (2-b) of the New York General Business Law and the Attorney General's regulations promulgated thereto. If this Offering is not consummated for any reason, Purchaser shall not lose any of his Option Payment. Any provision of any 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 Offering Plan or in an Agreement. Please refer to Part II of this Offering Plan for a copy of the Escrow Agreement between Sponsor and the Escrow Agent.

The Escrow Agent will hold funds 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 escrowed funds, the Escrow Agent will not pay the funds to the Sponsor until the Escrow Agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to the Sponsor unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General's regulations and has so notified the Escrow Agent in accordance with such provisions.

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

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

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

Purchasers and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Option Payment and any interest thereon. The 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 this Plan. The party applying for a determination must send all other parties a copy of the application.

Any conflict between the Plan and the Agreement shall be resolved in favor of the Plan. If Purchaser shall fail to pay any portion of the purchase price when due, fail to close title on the date, hour and place specified by Sponsor or fail to perform any of Purchaser's other obligations, including, without limitation, the obligation to furnish any lender promptly with such information as such lender may require, and the obligation to accept a commitment on the terms set forth in the Agreement, such failure shall constitute a default by Purchaser, and Sponsor may send notice to Purchaser of Sponsor's intention to cancel the Agreement if such default is not timely cured. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date of such written notice, Sponsor may (but shall not be obligated to) elect to cancel this Agreement by notice of cancellation to Purchaser sent after the cure period has expired. Upon such cancellation by Sponsor, the Option Payment monies held with respect to the particular Unit, but not more than ten percent (10%) of the Purchase Price (and, if applicable, 10% of the storage bin license fee), shall be paid over to the Sponsor as and for liquidated damages and thereafter the Agreement shall become null and void. In the event a default is disputed in writing by notice from Purchaser to Seiden & Schein, P.C., during the time to cure period and the default, in Sponsor's opinion, is not timely cured, and Sponsor

thereafter cancels the Agreement, then Seiden & Schein, P.C. shall have the right to continue to hold the Option Payment pending resolution of such dispute (judicial or otherwise) or pay the Option Payment into court. Sponsor shall not seek the remedy of specific performance in connection with Agreements as to which there has been a default by Purchaser.

Letters of Credit

Sponsor intends to secure Option Payments pursuant to Agreements with letters of credit (the "Letters of Credit") issued by Citibank, N.A. and Merrill Lynch Bank USA ("Banks"). Both Banks are licensed by the State of New York. At Sponsor's option, all Option Payments shall be released from escrow. Sponsor shall keep the Letters of Credit in effect until the Purchasers whose Option Payments are covered by the Letters of Credit have closed title to the Units or until the Option Payments have been disposed of in accordance with the terms of the Agreement.

The following are the terms and conditions of the Letters of Credit:

(i) Amount: The Letters of Credit are in the aggregate amount of $7,500,000.00. The amount of the Letters of Credit will secure at least 125% of the aggregate of all down payments or payments received from Purchasers and not retained in escrow. Based on the current amount of the Letters of Credit, the maximum amount that can be released from escrow is $6,000,000.00. In the event such maximum is reached, all future deposits will be retained in escrow until the amount of the Letters of Credit is increased and disclosed in an Amendment to the Offering Plan.

(ii) Term: The Letters of Credit are for an initial term of one (1) year.

(iii) Irrevocability: The Letters of Credit are irrevocable during the stated term.

(iv) Beneficiary: The beneficiary under the Letters of Credit is Seiden & Schein, P.C., 570 Lexington Avenue, 14th Floor, New York, New York 10022, (telephone 212-935-1400).

(v) Authority to Draw: The Letters of Credit provides that Seiden & Schein, P.C. shall have sole power to draw upon the Letters of Credit without the consent of or despite any objection of the Sponsor or of any provider of underlying credit.

All Option Payments toward the Purchase Price of a Unit and, if applicable, the License fee for a storage bin, made by Purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the Plan, will be placed, within five (5) business days after the Agreement is signed by all necessary parties, in a segregated special escrow account of Seiden & Schein, P.C., the Escrow Agent.

The escrow funds will be released by the Escrow Agent to the Sponsor upon receipt by the Escrow Agent of a copy of documentation showing that the Letters of Credit or renewal or replacement of Letters of Credit have been issued and are in effect. The Escrow Agent, as the beneficiary of the Letters of Credit, acting as a fiduciary for the benefit of Purchasers under the Plan whose funds were released from escrow, shall have the duty and the right to draw upon and collect the proceeds of the Letters of Credit ten (10) business days after notice to the Sponsor and Sponsor's failure or refusal to restore such funds to the escrow agent, without the consent or despite the objection of the Sponsor or the provider of the credit, upon the following events or circumstances:

1. Timely rescission of an Agreement by a Purchaser pursuant to an offer of rescission contained in the Plan or an Amendment to the Plan;

2. Acceptance for filing by the Department of Law of an Amendment abandoning the Plan;

3. Determinations by the Attorney General mandating that rescission or the return of funds is required;

4. Failure by the Sponsor to obtain renewal or replacement Letters of Credit no later than sixty (60) days prior to the expiration of the existing Letters of Credit;

5. Direction by the Sponsor upon request by the Purchaser;

6. Notice of impending cancellation of the Letters of Credit has been given or received, or the Issuer has filed a bankruptcy or insolvency petition or has been taken over by a federal or state authority, and no proper replacement of the Letters of Credit has been furnished.

Purchasers and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Option Payment and any interest thereon. The 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 Offering Plan. The party applying for a determination must send all other parties a copy of the application.

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

If the application permitting release of funds is granted by the Attorney General, such funds secured by the Letters of Credit, 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 Department of Law, by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons.

In no event shall the disputed funds secured by the Letters of Credit be paid to the Purchaser nor shall the Letters of Credit be terminated until any dispute is finally resolved either by written agreement of the parties directing payment of the funds, or by a determination of the Attorney General or by order or judgment of a court of competent jurisdiction.

If the application seeking release of funds is denied, the Escrow Agent shall continue to hold the deposit and any interest earned thereon until:

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

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

c) or a judgment or order of a court of competent jurisdiction.

Power of Attorney

At the Closing of title to a Unit, and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the Power of Attorney to the Board of Managers in the form contained in Part II of this Plan. Purchaser shall deliver such executed Power of Attorney to Sponsor or as directed by Sponsor at the Closing of title for recording and Purchaser shall pay the recording fee. Failure to do so shall constitute a default by Purchaser pursuant to the Agreement.

Mortgage Financing Application

A Purchaser who desires to finance the purchase of his or her Unit(s) shall in good faith make a truthful and complete application to TBI Mortgage Company ("TBI Mortgage"). Purchaser shall submit a loan application to TBI Mortgage at no cost to Purchaser within fourteen (14) days of Purchaser's execution of the Agreement

("Mortgage Application Period"). Purchaser may also submit an application at Purchaser's own expense to any mortgage lender of Purchaser's choosing within the Mortgage Application Period. If Purchaser chooses to apply to a lender other than TBI Mortgage, Purchaser shall, within the Mortgage Application Period, complete and return to Sponsor the Request for Lender Information form located at Exhibit C to the Agreement. TBI Mortgage is an affiliate of Toll Brothers, which is an affiliate of Sponsor.

Purchaser shall furnish, within five (5) days of any request, all information required by any lender and shall immediately to send Sponsor copies of any notice from Purchaser's lender(s) rejecting Purchaser's loan application(s). If Purchaser is not approved for a mortgage within sixty (60) days of the date of Purchaser's execution of the Agreement, Sponsor shall extend the mortgage application approval process until such time as: (1) Sponsor submits another application on substantially the same terms described above to a lender chosen by Sponsor, with no additional application fee to Purchaser, or (2) Sponsor declares the Agreement null and void, in which event all sums paid on account of the Purchase Price and extras shall be returned to Purchaser with interest, if any.

Purchaser shall within five (5) days of receipt (i) accept a loan commitment from the lender that Purchaser intends to use for settlement and (ii) mail an executed copy of the commitment to Sponsor. Purchaser shall also execute all documents and pay all fees required to consummate the mortgage transaction. By accepting the loan commitment, Purchaser shall be responsible for and bear the risk of meeting all conditions, if any, including but not limited to, the sale of other real estate presently owned by Purchaser. Purchaser's failure to fulfill any of such conditions or the termination or expiration of the mortgage commitment after it is received, for any reason, shall not entitle Purchaser to a return or refund of the Option Payments or release Purchaser from its obligation to pay the Purchase Price.

Credit Check

Whether or not a Purchaser elects to finance the purchase of his or her Unit, he or she must provide the Selling Agent with necessary authorization for the Selling Agent to conduct a credit check of the Purchaser.

The Agreement and Plan do not contain, and will not be modified to contain, any provision waiving the Purchaser's rights or abrogating the Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law, other than the ability of Purchaser to waive his right to thirty (30) days prior written notice to the closing of title to the Unit.

TERMS OF SALE

The Units, when sold by the Sponsor, will be sold in fee simple absolute to Purchasers, who may be individuals, a duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective offering prices set forth in **Schedule A** of this Plan, as such prices may be changed by the Sponsor as set forth in the Section entitled "Changes in Prices and Units" in Part I of this Plan, and will include the respective undivided interests in the Common Elements. At the closing of title to an individual Unit, the Purchaser will pay to the Sponsor the balance of the purchase price for the Unit. Insurable title to the Unit and its appurtenant interests in the Common Elements will be conveyed as directed by the Sponsor by Bargain and Sale Deed with Covenants against Grantor's Acts and containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, and will be insurable by Purchaser's title company as being free and clear of all liens and encumbrances other than those set forth below. The form of Unit Deed is set forth in Part II of the Plan, but does not state all of the restrictions listed below.

Title to the Unit and its appurtenant interests in the Common Elements shall be conveyed subject to:

1. The state of facts as shown by survey made by Joseph E. Romano, dated October 17, 2007;

2. Any additional state of facts an updated or new survey might show, provided that if any updated survey reveals any additional encroachments, a title company must be willing to insure against removal of the Building for so long as the Building may stand;

3. Grant dated October 7, 1884 made by the People of the State of New York to David Polley and Grahams Polley recorded in the Office of the Register, County of Kings in Liber 1608 of Deeds at page 70, and recorded in Block 42 of Patents at page 562 of the records of the State of New York, Albany, New York;

4. Grant dated February 29, 1892 made by the People of the State of New York to The Pennsylvania Railroad Company recorded in the Office of the Register, County of Kings in Liber 2101 of Deeds at Page 493, and recorded in Book 47 of Patents at page 68 of the records of the State of New York, Albany, New York;

5. Granted dated February 29, 1892 made of the People of the State of New York to Theodore A. Havermeyer, Henry Haveermeyer and Charles Havermeyer recorded in the Office of the Register, County of Kings in Liber 2101 of Deeds at Page 494, and recorded in Book 47 of Patents at page 61 of the records of the State of New York, Albany, New York;

6. Agreement dated 10/10/1962 between Brooklyn Eastern District Terminal and The City of New York, recorded on 6/28/1962 in Liber 9028 Cp 246 (Re: The discontinuance and closing of North 4th Street west of Kent Avenue);

7. Easement for Railroad purposes as reserved in Deed dated 9/16/1965 between Brooklyn Eastern District Terminal to Independent Scrap Iron & Metal Corporation, recorded on 9/29/1965 in Liber 9435 Cp 224, as modified by Agreement dated 8/6/1975 recorded on 9/19/1975 in Reel 797 Page 1689.

With regard to exceptions 3 through 7, Chicago Title Insurance Company affirmatively insures that (a) the covenants and restrictions set forth therein have not been violated and future violation will not result in a forfeiture or reversion of title; (b) the covenants and restrictions will not limit nor affect the Sponsor's ability to develop or construct on the Property, subject to applicable zoning.

8. Waiver of Legal Grade recorded on 9/19/1991 in Reel 2743 Page 667;

9. Variations between tax map and lines of record title;

10. Possible private and public easements within the bed of North 5th Street (should it be elongated in full width to the Pier Line as Established by Chapter 299 of the Laws of 1891), as the same is laid out on the Official Map of the City of New York for the purposes of access, the supplying of water, telephone service, electricity and gas, and for the installing, maintaining and replacing of cables, sewers, conduits, pipes and mains;

11. Terms, covenants, restrictions, easements and agreements in Agreement Creating Restriction and Easement dated as of December 5, 2005 made by and among Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC, and 184 Kent Avenue Associates recorded 12/15/2005 CRFN # 2005000691326 in the Office of the New York City Register, County of Kings;

12. Terms, covenant, conditions and agreements contained in Project Operating Easement Agreement dated as of December 5, 2005 made by and among Kent Avenue Property 1-A LLC, Kent Avenue Garage 1 LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC and Kent Avenue Property 3 LLC recorded 12/15/05 CRFN # 2005000691327 in the Office of the New York City Register, County of Kings;

13. Terms of the Restrictive Declaration by and among Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC and Kent Garage 1 LLC recorded 4/24/2006 at CRFN # 2006000227373 in the Office of the New York City Register, County of Kings;

14. Terms of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the Williamsburg Waterfront Utilities Homeowners

Association, Inc., recorded 1/25/08 at CRFN # 2008000035525 in the Office of the New York City Register, County of Kings;

15. Terms of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the Williamsburg Waterfront Homeowners Association, Inc., to be recorded;

16. Access Easement by and among Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC and Kent Avenue Property 3 LLC, to be recorded;

17. a. Variations between fences and walls and record lines;

b. Twenty-four inch combination sewer line in the northerly part of premises. Policy will except the rights of others in, to and over same;

c. 12 foot corrugated metal fence shown up to 1 foot 9-1/2 inches north of part of the southerly record line. The owner is out of possession, title to said area is not insured;

d. Approximate location of the limits of pilings for "(South) 4th Street Pier" shown extending southerly of the southerly record line;

e. Manholes for storm, sewer, electric, telephone, gas and water shown within premises described in Schedule A. Company excepts the rights of the public utilities to maintain their services as located thereon.

As shown on a ALTA/ACSM Land Title Survey made by Langan Engineering & Environmental Services dated February 28, 2005 and last updated and revised November 29, 2005.

18. Zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the existing structure (as renovated by Sponsor) the contemplated use under the Plan;

19. The Declaration, the By-Laws, the Maps and the Floor Plans of the Condominium to be recorded in the Register's Office, as the same may be amended from time to time;

20. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of construction of the Building, or construction of the individual Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the

Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

21. Easements in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utilities and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

22. Revocability of the right to maintain street vaults and other areas, if any, under sidewalks;

23. Consents by Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets on which the Property may abut;

24. Any easement or right of use created in favor of any public utility company for electricity, steam, gas, telephone, water or other service, and the right to use, maintain and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property;

25. Service and/or maintenance contracts and agreements, if any, in effect on the date of the First Unit Closing;

26. Encroachments of stoops, areas, cellar steps, doors, ledges, window sills, bay windows, trim, coping, cornices, vaults, chutes, fuel oil lines, gas lines, drainage pipes, standpipes, sewerage pipes, foundations, footings, retaining walls, fences, fire escapes, air conditioning units, canopy and similar projections, if any, on, over or under the Property or the streets or sidewalks or property abutting the Property and rights of governmental authorities and adjoining property owners to require the removal of any such projections, and variations between record lines of the Property and fences, walls, retaining walls and the like, if any;

27. All covenants, declarations, restrictions, reservations, agreements and easements of record, if any, which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent legal use of the Units at the Property nor prevent the existence of the present structure;

28. The lien of any unpaid real estate tax, and the lien of any water charges or sewer rents generally, (which shall be apportioned at Closing);

29. Any Sidewalk Notices of record (provided that Sponsor shall indemnify and hold the Condominium Board harmless from damages associated with any liens which arise from such Sidewalk Notices);

30. Any variations between tax lot lines and lines of record title; and

31. Standard printed exceptions contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to its Unit.

Closings of title shall take place concurrently with or after the following events have occurred:

(a) The issuance of a temporary or permanent Certificate of Occupancy for the Unit being closed or the Building;

(b) The recordation in the Kings County Office of the Register's Office of the Declaration and the By-Laws, and the filing in said Register's Office of Floor Plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement as required by Section 339-p of Article 9-B of the Real Property Law of the State of New York certifying that the Floor Plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built;

(c) The discharge of all duly recorded liens affecting the Unit to be closed and its undivided Common Interest and the recording of a partial release which releases such Unit and its undivided Common Interest from such lien, if any, as required by Section 339-r of the Real Property Law;

(d) The serving by personal delivery or ordinary mail to the Purchaser written notice of the Closing date not less than thirty (30) days prior to Closing of title, unless Purchaser elects to waive the thirty (30) day requirement; and the affording to Purchaser of an opportunity to inspect the Unit and the Common Elements; and

(e) The amending of the Offering Plan by Sponsor with an amendment substantiating that the Plan has been declared effective and confirming that the Units to be closed have been constructed in accordance with the applicable plans and specifications and that Sponsor has satisfied, or will satisfy prior to Closing of title, all of the requirements of this Section titled "Terms of Sale".

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the Closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the Closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit for damages not covered by Sponsor's insurance. Additionally, Purchaser shall be responsible for damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment in excess of what is covered by its insurance policy.

All personal property located within the Unit that is owned by the Sponsor and which is described in this Plan in the Agreement is included in the conveyance to the Unit Purchaser, unless specifically indicated otherwise. All personal property affixed to or located within the Common Elements that is owned by the Sponsor is included in the property transferred to the Condominium by the Declaration.

There is an existing mortgage on the property. At the time of the conveyance of the first Unit, the mortgagee will subordinate the lien of its mortgage to the Declaration of Condominium, and will release its lien on the Condominium Unit being conveyed and in its proportional interest in the Common Elements.

UNIT CLOSING COSTS AND ADJUSTMENTS

General

The estimated Closing costs, expenses and adjustments to be borne by each Purchaser of a Unit will be as set forth below. Such costs are only estimates and are subject to change:

The estimated Closing costs, expenses and adjustments to be borne by each Purchaser of a Unit will be as set forth below. Such costs are only estimates and are subject to change:

(a) Payment to East Coast Abstract, Inc. [516-794-9100], (the "Title Company") of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Fee title insurance rates, as quoted by the Title Company, as of the date of this Plan are as follows:

(i) For Unit purchase prices of less than $1,000,000.00, a base rate of $342.00 for the first $35,000.00 coverage; $5.67 per additional thousand dollars of purchase price from 35,001.00 up to $50,000.00; plus $4.62 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00; plus $3.71 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00; plus $3.71 per thousand dollars of purchase price in excess of $500,00.00 up to and including $999,999.

(ii) For Unit purchase prices of $1,000,000.00 or more, a base rate of $402.00 for the first $35,000.00 coverage; $6.67 per additional thousand dollars of purchase price from $35,001.00 up to $50,000.00; plus $5.43 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00; plus $4.36 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00; plus $3.98 per thousand dollars of purchase price in excess of $500,00.00 up to $1,000,000.00; plus $3.66 per thousand dollars of purchase price in excess of $1,000,000.00 up to $5,000,000.

By virtue of the size of the new Building, a discount of 30% off of the rates quoted above will be applied.

Purchasers may purchase title insurance through any title insurance company and are not required to purchase title insurance through East Coast Abstract, Inc.

(b) Recording fee for recording the deed and power of attorney of approximately $300.00.

(c) If a purchase money mortgage is obtained from a lending institution, the Purchaser may expect to incur the following costs:

(i) Legal fees of the lending institution's attorney;

(ii) Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by the title company as of the date of this

Plan will cost a base rate of $344.00 for the first $35,000.00 in coverage; plus $5.55 per additional thousand dollars of coverage from $35,001.00 up to $50,000.00; plus $4.54 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00; plus $3.64 per thousand dollars of coverage in excess of $100,000.00 up to $500,000.00; plus $3.31 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00; plus $3.05 per thousand dollars of coverage in excess of $1,000,000.00 to $5,000,000.00. Please note that if a mortgage title policy is purchased simultaneously with a fee insurance policy and through the same company, mortgage insurance coverage rates shall be discounted;

(iii) A mortgage recording tax of 2.05% of the amount of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. The mortgage recording tax for mortgages in the amount of $500,000.00 or more is 2.175% after the $30.00 deduction on the first ten thousand dollars of mortgage amount. Lenders are required to pay one quarter of one percent of the 2.05% tax or 2.175% tax, as the case may be, thereby reducing Purchaser's cost to 1.80% less $30.00 or 1.925% less $30.00, as the case may be;

(iv) Recording fee for recording of the mortgage, approximately $200.00; and

(v) Commitment fee or origination fee, appraisal fee, application fee, credit fee, if any, charged by the lending institution.

(d) New York City Real Property Transfer Tax, currently equal to one percent (1%) of the purchase price with respect to single Units which are sold for $500,000.00 or less, and 1.425% of the purchase price where the consideration is greater than $500,000.00. Although it is often customary in real estate transactions involving sales of multi-family buildings or single family homes for the seller to pay these transfer taxes and the transfer taxes in (e) immediately below, it is now customary in condominium development projects in the New York Metropolitan area, for the Purchaser to pay such transfer taxes. Under this Offering Plan and the Agreement, Purchasers are required to pay these taxes as a Closing cost. For purposes of paying this tax with respect to this Project, consideration also includes the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes (deed stamps) to be paid for the Unit, so that the effective tax rate is 1.014% of the purchase price where the purchase price is $500,000.00 or less and 1.451% where the purchase price is $500,000.00 or more.

The New York City Department of Finance has taken the position that when a Purchaser purchases two or more Units, the New York City Transfer Tax will be 1.425% where the consideration is $500,000.00 or less and 2.625% where the consideration is greater than $500,000.00.

(e) New York State Transfer Taxes (deed stamps), which are currently at the rate of $2.00 per each $500.00 of consideration or part hereof. Pursuant to

the terms of this Plan, this tax is an obligation of the Purchaser. For purposes of paying this tax with respect to this Project, consideration also includes the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes (deed stamps) to be paid for the Residential Unit, so that the effective rate of State Transfer Tax is $2.03 per $500.00 of consideration, where the purchase price is less than $500,000.00 and $2.038 per $500.00 where the purchase price is $500,000.00 or more.

(f) Under Section 1402-a of the Tax Law of the State of New York, a "Mansion Tax" of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (i.e., Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more. Residential real property includes a 1-3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence.

(g) The legal fees of Sponsor's attorneys in the amount of $2,000 will be payable by Purchaser to Seiden & Schein, P.C. An additional fee of $500 per Closing shall be due and payable to Sponsor's attorneys for any Unit Closing which occurs outside the office of Seiden & Schein, P.C. Further, an additional fee of $500 shall be payable by Purchaser to Sponsor's attorneys for the work involved for each assignment and/or cancellation of a Agreement or contract. Assignments are permitted only pursuant to the terms of the Offering Plan. An additional fee of $500 shall be due and payable to Sponsor's attorneys for any previously scheduled Unit Closing which is adjourned by Purchaser less than five (5) business days before such Unit Closing is scheduled to occur. A further additional fee of $350.00 shall be payable by Purchaser to Sponsor's attorneys for reviewing and clearing title prior to closing.

(h) At the time of the closing of title to each Unit, the Purchaser of such Unit shall pay into the Working Capital Fund of the Condominium an amount equal to two (2) months of Common Charges for the Unit being purchased at the time of the Closing.

(i) Real estate taxes from the midnight preceding the date of the Closing through the end of the tax payment period within which the Closing Date occurs, which shall be either a quarter of a year or one half of a year, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser.

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

The Purchaser will be required to pay to the Condominium Board the Common Charges allocable to his Unit monthly in advance. Common Charges assessed during the month in which title to the Unit closes shall be adjusted with the Sponsor as of the midnight preceding the Closing Date, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in Closing of title by Purchaser. The amount of such Common Charges to be assessed against each Unit will be fixed by the Board of Managers. Common Charges to be initially assessed are expected to conform to those shown in **Schedule A** contained herein.

Water and sewer charges for the Building will be adjusted between the Sponsor and the Condominium as of the midnight preceding the First Unit Closing.

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, and such First Unit Closing occurs during a tax payment period, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on or about January 2, 2010, Sponsor will have paid the real estate taxes for the Property through June 30, 2010. Sponsor shall place in escrow with the Condominium Board of Managers at the First Unit Closing money sufficient to pay the real estate taxes for the next six month tax period subsequent to the tax period in which the First Unit Closing occurs. Sponsor shall collect from each Purchaser, at such Purchaser's Unit Closing, the amount necessary, on the basis of allocations set forth in **Schedule A** contained herein, to cover the next six (6) month tax period subsequent to the tax period in which the Purchaser's Unit Closing occurs. The Board of Managers shall pay the real estate taxes from the escrow account when they are next due and payable.

In the event the taxes are greater than the amounts collected, the Purchaser shall pay his pro rata share of the additional taxes promptly upon demand. In the event the taxes are less than collected, the Sponsor will refund to the Purchaser his pro rata share of such excess collections. This provision shall survive the Closing.

Subsequent to this six (6) month period, until a separate assessment for each Unit has occurred, each Unit Owner shall, on January 1st and July 1st of each year, pay to the Board of Managers, for the purpose of paying such Unit Owner's share of the real estate taxes for the ensuing six months. The Board of Managers shall keep all such funds in a separate account for the purpose of paying the real estate taxes for the Property when due. Sponsor shall also pay into this special account with respect to any Units owned by it.

At Unit Closings, individual Purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit Closing through the end of the tax payment period within which the Closing Date occurs. However, Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in Closing of title by Purchaser. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent

adjustment need be made when the tax lots are apportioned, to correct any discrepancy between the adjustment on the basis of allocations set forth in **Schedule A** and adjustment on the basis of actual apportionment, it shall be made at that time.

Mortgage Tax Credit

Section 339-ee(2) of the New York Real Property Law provides as follows:

> "In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase land or buildings for the condominium provided that such purchase was no more than two years prior to the recording of the declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage. No credit shall be allowed under this subdivision (a) on account of the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law or (b) where the first condominium unit is sold more than two years after the construction or blanket mortgage was recorded."

Sponsor shall obtain a mortgage for the construction of a portion of the Property and will pay a mortgage recording tax thereon. If a mortgage tax credit becomes available, pursuant to the above section of the New York Real Property Law, it is specifically understood that such credit shall inure to the benefit of the Sponsor and not to the Purchaser. Accordingly, at Closing, each Purchaser electing mortgage financing shall pay an amount equal to 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 paid by such Purchaser to the extent of any mortgage tax credit allowed.

Partial Assignments of Sponsor's Acquisition and Construction Loan Mortgage

Sponsor obtained mortgages for the acquisition of the Land and the construction of a portion of the Building and paid mortgage recording taxes thereon (the "Mortgage" or "Mortgages"). To the extent that a mortgage tax credit is not allowed to Sponsor, Sponsor's intention is for the Mortgage lender to assign a portion of the Mortgage or Mortgages to each Purchaser's lender, with the lender's cooperation, when and if a Purchaser obtains financing. Each Purchaser's loan would, therefore, consist of a portion of the assigned Mortgage or Mortgages, for mortgage tax purposes.

Mortgage assignments (as opposed to new mortgages) are exempt from mortgage recording tax. Since a portion of the Mortgage or Mortgages would be assigned to each Purchaser's lender as each Unit is conveyed from Sponsor to Purchaser, the Purchaser would be exempt from paying mortgage recording tax to the City and State of New York to the extent that his mortgage consists of the assigned Mortgage or Mortgages. At the Closing, Sponsor would receive a payment from Purchaser equal to (but not in excess thereof) the mortgage tax that would otherwise be payable to the City and State of New York on the recording of Purchaser's mortgage.

The partial mortgage assignment would have no adverse impact on the purchase price of the Unit or on Purchaser's mortgage payment. Pursuant to the terms of the Agreement, a form of which is located in Part II of this Offering Plan, all Purchasers will be required to advise their lender of this provision in the Offering Plan and in the Agreement, and make a good faith effort to cooperate with Sponsor and Sponsor's lender in connection with the partial assignment of its Mortgage.

The entire contents of the Sections entitled "Mortgage Tax Credit," and "Partial Assignments of Sponsor's Acquisition and Construction Loan Mortgage," as well as those in the immediately preceding section above entitled "General," as same may be revised or amended, shall be deemed to be incorporated into the Agreement for each Unit.

Example of Closing Costs

A numerical example for the costs set forth in this section of the Offering Plan for a typical Unit with a hypothetical purchase price of $552,210.00 and a mortgage of $300,000.00 are set forth below. Tax, insurance and recording rates are subject to change:

1. title insurance for fee and mortgage, including the simultaneous mortgage discount: $2,734.00;
2. recording costs for deed and power of attorney: approximately $300.00;
3. mortgage recording tax: $6,120.00 (less $750.00, to be paid by the lender);
4. recording cost of mortgage: approximately $200.00;
5. New York City Real Property Transfer Tax: $8,012.62;
6. New York State Transfer Tax (deed stamps): $2,250.00;

7. New York State Transfer Form RP-5217: $75.00;
8. New York State Mansion Tax: NA;
9. legal fee of Sponsor's attorney for closing title (at the office of Sponsor's attorney): $1,500.00;
10. legal fee of Sponsor's attorney for reviewing and clearing title: $350.00;
11. real estate tax escrow (and/or reimbursement of real estate taxes paid by Sponsor).

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirement include Purchaser's attorney's fee, lender's attorney's fee, possible commitment fee or loan origination fee, appraisal fee, application fee, credit check fee and monthly Common Charges prospectively from the Closing Date.

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time.

Sponsor makes the representations set forth below with respect to certain obligations under this Plan:

1. Prior to the First Unit Closing, Sponsor will obtain a permanent or temporary Certificate of Occupancy for the Building, or, alternatively, will obtain a temporary Certificate of Occupancy for the Unit that is being closed. If the First Unit Closing occurs prior to the issuance of a permanent Certificate of Occupancy for the Building, Sponsor shall maintain in escrow an amount reasonably necessary to complete the work required to obtain a permanent Certificate of Occupancy, as determined and certified by Sponsor's architect.

1a. Pursuant to a Restrictive Declaration, the Sponsor may not apply for or accept a Temporary Certificate of Occupancy for the Building until (i) the New York City Department of Parks and Recreation ("DPR") has issued a Notice of Substantial Completion for Phase II of construction of the Williamsburg Waterfront site; (ii) Sponsor and Sponsor's affiliates who are parties to the Restrictive Declaration ("Declarant") have transferred title of the Waterfront Access Areas to the City of New York and provided DPR with required Transfer Documents; (iii) Declarant has granted a Public Access Easement over the temporary upland connection and upland connection to the City of New York and provided DPR with required Easement Documents; (iv) Declarant has reimbursed DPR for costs of a resident engineer; (v) DPR and Declarant have executed a DPR Maintenance Agreement and an Upland Connection Maintenance Agreement for each phase of construction; (vi) Declarant has posted security, in an amount that has been certified by Declarant's landscape architect as being sufficient to cover 125% of the annual cost of maintaining the temporary upland connection or upland connection, as the case may be; (vii) Declarant makes its required annual deposit into the Waterfront Access Area maintenance account; (viii) Declarant has posted security, reasonably acceptable to the City of New York in the amount of four (4) months of annual Waterfront Access Area maintenance payment. The full text of the Restrictive Declaration is located in Part II of this Offering Plan.

1b. Pursuant to a Restrictive Declaration, the Declarant may not apply for a permanent Certificate of Occupancy until DPR has issued a Notice of Final Completion for Phase II.

2. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with its operation and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, except as noted in the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan, and will pay or have paid, except as otherwise provided in this Plan, all selling expenses of Sponsor, including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees (other than for individual Units), organization costs, brokerage commissions, engineers' fees, appraisal and any surveying fees and costs.

3. The Sponsor will pay all Common Charges from the date of the First Unit Closing, real estate taxes, special assessments and other expenses allocable to any Units owned by the Sponsor, so long as Sponsor shall continue to own the same. However, where Purchaser has caused an unauthorized delay in closing of title, Sponsor shall be entitled to certain reimbursement of real estate taxes and Common Charges. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor's financial obligations to the Condominium will be funded from sales proceeds and/or its own funds.

4. At or prior to the First Unit Closing, any liens affecting the Units being conveyed shall be satisfied and their appurtenant Common Interest shall be released therefrom by partial release duly recorded.

5. Immediately following the First Unit Closing, Sponsor will assign to the Condominium Board, and the Condominium Board will, on behalf of all Unit Owners, assume, all assignable service and maintenance contracts and agreements relating to the Property. The Condominium will indemnify Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Unit Closing occurs.

6. Sponsor shall be responsible for the repair of any damage to a Unit from a casualty or other cause that occurs before the Closing of that Unit, except as otherwise stated in this Offering Plan.

7. Sponsor shall procure fire and casualty insurance coverage on behalf of the Condominium, at the Condominium's expense, to be effective at the First Unit Closing, in the amount set forth in to **Schedule B** in Part I of this Plan, which Schedule sets forth the Projected Budget for First Year of Condominium Operation.

8. In the event of the voluntary dissolution or liquidation of the Sponsor or the transfer of ten (10) or more Units in the Condominium, the principals comprising the Sponsor will provide financially responsible entities or individuals who will assume the status and the obligations of the Sponsor for those Unit(s) under the Offering Plan, applicable laws or regulations.

9. Sponsor shall be obligated to defend any suits or proceedings arising out of its acts or omissions, but shall not be obligated to indemnify the Board of Managers or the Unit Owners against any such suits or proceedings.

   Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits, proceedings or claims arising out of acts or omissions of Sponsor or representations made by Sponsor in the Offering Plan. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising out of acts or omissions of Sponsor.

10. Sponsor shall deliver a set of "as-built" plans to the Board of Managers within 180 days of the first Unit closing.

11. At the Unit closing, Sponsor shall assign to the Unit Owner any manufacturer's warranties with respect to equipment and appliances installed in the purchased Unit(s). Any warranties with respect to equipment and appliances installed in the Common Elements shall be assigned to the Board of Managers.

12. Sponsor shall build and complete the Building in accordance with the building plans and specifications identified in the Plan. However, Sponsor reserves the right to substitute equipment, appliances, or materials of equal or greater quality or design. No change will be made by Sponsor in the size, location or number of Units, their respective percentages of Common Interest, or in the size or quality of Common Elements except by amendments to the Offering Plan and the Declaration. Unless the affected Purchaser provides a written consent, no material change will be made by Sponsor in Unit size, layout or percentage of Common Interest if an Agreement has been executed and delivered to the Sponsor for that Unit and such Purchaser is not in default.

13. Sponsor shall keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

14. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

15. During the time the principal of the Sponsor controls the Board of Managers, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

16. Sponsor has an a Building Loan on the Property with Citibank, N.A. Each Unit offered for sale will be released from the mortgage lien upon the payment to the lender the gross sale proceeds from the sale of each Unit based on the minimum sale price acceptable to the lender.

17. 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. Sponsor's obligation thereunder shall survive delivery of the deed to the Purchaser. The failure of Sponsor to complete such work shall not be a ground for the Purchaser to delay the closing. Sponsor and its contractors, subcontractors agents and employees, will have a right of access to enter the Unit after closing in order to complete the work on the inspection statement.

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to its Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in paragraphs 1 through 17 of this Section shall survive delivery of the deed, as stated. All representations under the Plan, all obligations pursuant to the GBL, and such additional obligations under the Plan which are to be performed subsequent to the closing of each Unit, will survive delivery of the deed. Sponsor makes no other representation or warranties except as provided herein. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General, and this Offering Plan.

Warranties

The Sponsor will promptly correct any material patent defects in the construction and/or renovation of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to substantially improper workmanship or material substantially at variance with the architectural plans and specifications, (a) provided that Sponsor is notified of such defects in writing by the Unit Owner as to the Unit affected within six (6) months from the date of Closing of title to such Unit or, (b) with respect to Common Elements, provided that Sponsor is notified by the Board within one (1) year from the First Unit Closing. If any defect in the Common Elements can only be detected after said period by occupancy of a particular Unit, Sponsor will correct said defect in the construction of the Common Elements or in the installation or operation of any mechanical equipment therein due to improper workmanship or materials substantially at variance with the architectural plans and specifications, if notified by the Board within one (1) year from Closing of title to or first leasing of that particular Unit.

Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to substantially improper workmanship or material substantially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit within one (1) year from the Closing of such Unit or is notified by the Board with respect to Common Elements within one (1) year after the First Unit Closing. Sponsor, in its sole discretion, shall select the method of correcting any defect. On three (3) days' notice from Sponsor, the Board and/or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to the Unit in question on any weekday which is not celebrated as a federal or state holiday to inspect and/or correct such defect. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications.

Sponsor shall be deemed to have discharged any obligation it may have with respect to patent or latent defects, as the case may be, if (i) Sponsor is not notified within the time periods specified herein or (ii) the Board and/or the Unit Owner in question prevents Sponsor, Sponsor's contractors and/or the Managing Agent access to the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry as determined by Sponsor's general contractor or architect or engineer, in their sole discretion.

Sponsor makes no warranties as to kitchen appliances, except that it will assign to the Purchaser any manufacturer's warranties thereon and any manufacturer's warranties existing for other items in Purchaser's Unit to the extent same are assignable.

Notwithstanding the foregoing, Sponsor will not be responsible for correcting or repairing any latent defects of construction or defects in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen, or others, are assigned to the Board or Unit Owners. **In addition, in no event shall the Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural**

deterioration or from the normal settling or shifting of the Building (ii) for defects of an insubstantial nature, such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, scratches in stone or porcelain surfaces, bath and kitchen tile grouting, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in any floor levels, (v) ceiling imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, (xiii) repair of chips, scratches, mars, breaks or other defects in windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, ceramic tile, marble floors, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances, or replacement of fluorescent light ballasts, (xv) cracks or variations in tone, finish or color of any stone used in bathrooms or cracks, variations in tone, finish or color of vanity tops or other stone surfaces, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, or (xviii) cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, formica, granite, Corian, and porcelain surfaces, which repair shall be made by filling the stone, formica, granite, or Corian, or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, formica, granite, Corian or porcelain surfaces.

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

THE ITEMS AND CONDITIONS DESCRIBED ABOVE IN ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF

THESE ITEMS AND CONDITIONS IN THEIR UNITS OR THE COMMON ELEMENTS. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF SUCH ITEMS AND CONDITIONS AND SHALL NOT BE LIABLE TO ANY PURCHASER OR CONDOMINIUM BOARD THEREFOR. IF PURCHASER OR CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY SUCH ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THE PURCHASER OR CONDOMINIUM BOARD WILL HAVE TO PROCEED AT ITS SOLE COST AND EXPENSE AND/OR ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO IT BY SPONSOR.

NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE), IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THIS SECTION WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY DEFECTIVE OR OTHER CONDITIONS IN THE BUILDING (INCLUDING IN THE UNSOLD UNITS AND THE COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE CONSTRUCTION AND COMPLETION OF THE BUILDING CONTAINED IN THIS SECTION, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED.

Sponsor's Rights of Access

(a) General

As a condition of sales of Units pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units, Common Elements and Limited Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

(b) Examples of Specific Easements and Rights of Access Reserved by Sponsor

Without in any way limiting the generality of rights reserved in Paragraph (a) above, such rights reserved to Sponsor and its designee(s) specifically include the following:

1) The right to maintain any vacant and Unsold Unit(s) as general and sales and leasing office(s) and/or Model Unit(s) and to maintain personnel at the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection by and display of vacant or leased Units, as well as all Common Elements and Limited Common Elements, to prospective purchasers or lessees;

2) Right of access in and to Units, Common Elements and Limited Common Elements for purposes of repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work;

3) Right to show vacant or leased Units;

4) Right to obtain unlimited front door keys upon request; and

5) Utility and other easements for the benefit of Unit Owners, Common Elements and Limited Common Elements.

Sponsor, all Sponsor-designees, and any partner of any entity affiliated directly or indirectly with Sponsor shall exercise all rights of access so as to limit, to the extent practicable, unnecessary interference with use of the Property by Unit Owners. Sponsor, all Sponsor-designees, and any partner of any entity affiliated directly or indirectly with Sponsor agree to repair damage directly attributable to and caused by Sponsor, all Sponsor-designees or any partner of any entity affiliated directly or indirectly with Sponsor or its agents as a result of exercising such rights of access.

Sponsor's Right to Perform Alterations

Sponsor (and its successors, assigns and designees) shall have the right to alter any Unit, Common Element or Limited Common Element consistent with the terms of this Plan, including, but not limited to, the right to combine two or more Units.

Sponsor's Right to Withhold Residential Units from Sale

All the Residential Units being offered are intended to be sold as Condominium Units in accordance with this Plan at the prices noted in Schedule A. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

The Sponsor is retaining the unconditional right to rent fifty percent (50%) of the Residential Units in the Building that are being offered under this Plan. Sponsor will endeavor in good faith to sell up to fifty percent (50%) of the Residential Units, but makes no representation that it will execute Agreements to sell more than fifty percent (50%) of the Residential Units.

Sponsor's Right to Sell Units to Investors and Enter Into Use and Occupancy Agreements

In accordance with the terms of this Plan, Sponsor has the right to sell Units to Purchasers for investment or resale. Accordingly, it is possible that certain Unit Owners will not be residents of the Building. Sponsor has further reserved the right to enter into Use and Occupancy Agreements for any Unit prior to Closing of the sale with the Purchaser thereof or with any other party, and residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or the Unit Owners. Individuals leasing Units from Sponsor will not, except as expressly provided in their respective Use and Occupancy Agreements, 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. Sponsor's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of the Condominium Board to lease such Unit from Sponsor on the same terms offered to the prospective tenant or occupant. Sponsor anticipates that the Interim Use and Occupancy Agreement will not be subject to governmental regulation.

Any Use and Occupancy Agreement for a Unit entered into with a Purchaser will provide, among other things, that an uncured default by the Purchaser under the Agreement with respect to the Unit which is the subject of the Use and Occupancy Agreement will constitute a default under the lease entitling Sponsor, at its sole discretion, to terminate such Use and Occupancy Agreement in accordance with applicable law. In addition, each Agreement may provide that an uncured default by the Purchaser under any Use and Occupancy Agreement with respect to the Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor, at its sole discretion, to terminate such Agreement and to exercise any remedies therein provided.

Purchasers or any other persons entering into a Use and Occupancy Agreement for a Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the Use and Occupancy Agreement. All other charges or other fees due under a Use and Occupancy Agreement shall be adjusted as of the Closing of the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Use and Occupancy Agreement.

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide Purchasers. Such sales do not require a right of first refusal to the Board of Managers. Until the first annual meeting of the Condominium, the Board of Managers shall consist of three (3) persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Sponsor shall hold a majority of seats on the 5-member Residential Board until the earlier to occur of (i) five (5) years from the date of the First Unit Closing or (ii) the date upon Sponsor shall own Unsold Residential Units having a Percent Interest in the Residential Section in the aggregate of twenty five (25%) percent or less. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board.

Sponsor may not exercise veto power over the Board regarding expenses described in Schedule B, located in Part I of this Plan, or other expenses required (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer.

As long as the Sponsor or any Sponsor-designee shall continue to own at least one (1) Unit, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the 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, except that Declarant will consent to replacements to the contingency fund provided in **Schedule B** of the Offering Plan to the extent that the aggregate of such fund does not exceed 5% of the budgeted annual expenses of the Condominium; (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.

As long as the Sponsor or any Sponsor-designee shall continue to own a Unit, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) amend the Declaration or the By-Laws so as to in any way adversely affect the Sponsor or its designees, or (ii) interfere with: the offer, sale or leasing of Units at the Property; the operations of general or sales or leasing offices at the Property; or actions necessary for renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law.

Members of the Board of Managers will serve without compensation. All officers of the Condominium shall also serve without compensation. Sponsor represents that for as long as it or any of its designees are members of the Board of Managers neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

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

Additionally, the By-Laws of the Condominium do not include a provision that, after the initial Sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Therefore, PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN.

BOARD OF MANAGERS

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of seven (7) persons, five (5) persons of whom shall comprise the "Residential Board," and two (2) persons of whom will comprise the "Commercial Board." The Residential Board will initially consist of two (2) persons designated by Sponsor. The Commercial Board will initially consist of one (1) person designated by Sponsor.

From and after the first annual meeting of Unit Owners (which shall be called within 180 days after the First Unit Closing), the Board of Managers will consist of a Residential Board of five (5) persons elected or designated by the Residential Unit Owners and a Commercial Board consisting of two (2) persons elected or designated by the Commercial Unit Owners. Since the Commercial Units are not being offered for sale under this Plan, the two (2) members of the Commercial Board shall be designated by Sponsor. The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to its Unit per member to be elected, and (ii) shall not have the right to cumulate its votes in favor of any one or more members to be elected. If Units are owned by more than one person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes for their Unit.

Sponsor shall hold a majority of seats on the 5-member Residential Board until the earlier to occur of (i) five (5) years from the date of the First Unit Closing or (ii) the date upon Sponsor shall own Unsold Residential Units having a Percent Interest in the Residential Section in the aggregate of twenty five (25%) percent or less. Accordingly, it is possible that the Sponsor and/or its designee may control the Board for as long as five (5) years after the First Unit Closing.

The By-Laws of the Condominium do not include a provision that, after the initial Sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Therefore, PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. Further, Unit Owners who are owner-occupants and Unit Owners who are non-residents (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their differing reasons for purchasing (i.e., purchase of a Residential Unit as a home as opposed to an investment).

The Unit Owners annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by

the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Notice of the annual meeting of Unit Owners or of any special meetings of Unit Owners shall be given by the Secretary, as directed by the Board of Managers, to all Unit Owners not less than ten (10) days or more than thirty (30) days before such meeting. Minutes of all meetings of Unit Owners and of all meetings of the Board of Managers shall be kept by the Board, together with records of all actions taken by the Board and the financial records of the Condominium. The Board shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

Each of the members of the seven (7) member Condominium Board will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members elected by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee, Managers may be removed from office, with or without cause, by the affirmative vote of Residential Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee can only be removed for cause by affirmative vote of Residential Unit Owners (including Sponsor and/or any other Holder of the Unsold Units) owning, in the aggregate, a percentage of Common Interest in excess of fifty (50%) percent of the Common Interest of the Condominium. In the event of such removal, the Sponsor or Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

Subsequent to the date when the Sponsor relinquishes control of the Board and so long as the Sponsor or a Sponsor-designee shall continue to own Unsold Residential Units having a Percentage Interest at least fifteen (15%) percent, the Sponsor or Sponsor-designee shall have the right to elect at least two of the five members of the Residential Board or one member less than a majority of the Residential Board, as the case may be. Also, subsequent to the date when the Sponsor relinquishes control of the Board and as long as the Sponsor or a Sponsor-designee shall continue to own at least one Unsold Residential Unit the Sponsor or Sponsor-designee shall have the right to elect at least one of the members of the Residential Board.

All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to: determination of the Common Charges; adoption of rules and regulations covering the details of the Property; opening of bank accounts; purchasing, leasing or otherwise

acquiring Units; selling, leasing or mortgaging of Units owned by the Board of Managers; and generally managing or supervising the Condominium property as provided in the Declaration and the By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, and to make up any deficit in the Common Expenses for any prior year. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ a Managing Agent for the Condominium on such terms as the Board of Managers may deem proper. See the Section entitled "Management Agreement, Contracts" in Part I of this Plan for further discussion.

In order to limit the liability of the Unit Owners, as members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, or otherwise, except for willful misconduct, negligence or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith, negligence or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Officers

The principal officers of the Condominium shall be (a) for the Residential Section, a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the Residential Board, (b) for the Commercial Section, a President and Secretary/Treasurer thereof, both of whom shall be elected by 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 Board, (ii) a Vice President and Treasurer thereof, who shall be the same person serving as President of the Commercial Board, and (iii) a Secretary thereof, who shall be the same person serving as Secretary of the Residential Board. The Condominium Board, the Residential Board and the Commercial 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 Board may be an officer or director of the Commercial Board, and any officer or director of the Commercial Board may be an officer or director of the Residential Board. None of the

officers of the Condominium Board, the Residential Board or the Commercial 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 Residential Unit Owners.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President of the Condominium in his or her absence.

The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for the funds of the Condominium and for accurately keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion, shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, its undivided interest in the Common Elements, together with its interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to its Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Residential Unit, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Residential Unit Owner of the Residential Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Residential Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal. The Board of Managers will not have a right of first refusal with respect to the sale or lease of the Commercial Unit.

In the event the Condominium Board does exercise its right of first refusal, the acquisition or lease of the Residential Unit may be made from the working capital and

Common Charges, or, if such funds are insufficient, the Condominium Board may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Condominium Board may also assess each Residential Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Residential Unit. In the event any Residential Units are acquired or leased by the Condominium Board, the title or lease shall be held by the Condominium Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Residential Unit shall be made by the Condominium Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interests. Such Residential Unit, while owned or leased by the Condominium Board, may be used for any purpose for which it could be used by an individual Residential Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

The Cabana Units are subject to the same right of first refusal as Residential Units.

The foregoing restrictions upon the sale and lease of Units will not apply to Sponsor or its designee with respect to any Unsold Units, or to Units acquired by a Permitted Mortgagee in foreclosure or by deed in lieu of foreclosure, or to the Commercial Unit Owner, each of which will be free to sell or lease their respective units without first offering to sell or lease to the Condominium Board.

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

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the Land and Building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund covering a period prior to the First Unit

Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

The By-Laws of the Condominium may be modified or amended by the affirmative vote of Residential Unit Owners owning not less than sixty-six and two-thirds percent (66 + 2/3rds%) of the Residential Units and whose percentage of Common Interest, in the aggregate equals or exceeds sixty-six and two-thirds percent (66 + 2/3rds%). However, for as long as Sponsor or its designee owns title to one or more Units, the Rules and Regulations of the Condominium, or the By-Laws may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in Sponsor's sole discretion, unless the Sponsor or its designee gives its written consent to such an amendment. Additionally, (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may change the percentage of Common Interests allocated to any Unit or Units without the written consent of such Unit Owner; (iii) no such amendment shall increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee(s) of such Unit, or Units, if any.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale and Lease of Units

Each Residential Unit Owner, other than Sponsor or its designee with respect to any Unsold Units, may sell or lease his or her Residential Unit, but only after such Residential Unit Owner first gives the Residential Board written notice of his or her intention to do so, accompanied by the terms of the offer as set forth in Article 8 of the By-Laws. The Residential Board, on behalf of all Residential Unit Owners, will have the exclusive right to elect, within twenty (20) days after receipt of the notice of sale, to purchase the Residential Unit, or to elect, within twenty (20) days after receipt of the notice of lease, to lease the Residential Unit, on the same terms set forth in the offer, as more specifically set forth in Article 8 of the By-Laws. Notice of the decision to exercise or waive such right must be given to the Residential Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. If the Residential Board does not notify the Residential Unit Owner of its election to purchase or lease the Residential Unit within the aforementioned time periods, the Residential Unit Owner will have sixty (60) days after the expiration of the twenty (20) day period to contract to sell the Residential Unit or lease the Residential Unit in accordance with the terms stated in the offer to the Condominium Board. After the expiration of the sixty (60) day period, the Residential Unit Owner will again be required to first offer the Residential Unit to the Residential Board as provided above.

In the event the Residential Board does exercise its right of first refusal, the acquisition or lease of the Residential Unit may be made from the working capital and Common Charges for the Residential Section, or, if such funds are insufficient, the Residential Board may assess each Residential Unit Owner, other than the offering Residential Unit Owner, in proportion to each Residential Unit Owner's percentage of Common Interest for any funds so borrowed for the Residential Unit to be acquired. The Residential Board may also assess each Residential Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Residential Unit. In the event any Residential Units are acquired or leased by the Residential Board, the title or lease shall be held by the Residential Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interest, and any sale or lease of such Residential Unit shall be made by the Residential Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interests. Such Residential Unit, while owned or leased by the Residential Board, may be used for any purpose for which it could be used by an individual Residential Unit Owner. However, any lease of a Residential Unit by the Residential Board will be subject to the reasonable approval by the Residential Unit Owner. In no event may the Residential Board at any meeting of Unit Owners vote the votes appurtenant thereto.

Each Unit Owner, at the closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney," designating the Board of Managers and their successors, as

his or her attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Residential Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners. The Power of Attorney also grants Sponsor the right to amend the Declaration with respect to Unsold Units.

The Cabana Units are subject to the same right of first refusal as Residential Units.

The foregoing restrictions upon the sale and lease of Units will not apply to Sponsor or its designee with respect to any Unsold Units, or to Units acquired by a Permitted Mortgagee in foreclosure or by deed in lieu of foreclosure, each of which will be free to sell or lease without first offering to sell or lease to the Condominium Board.

Additionally, a Commercial Unit Owner has the right to freely sell or lease its Commercial Unit or any part thereof without the Condominium Board having any right of first refusal to purchase or lease, or to procure a third party to purchase or lease, the same.

Each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Residential Unit or Residential Units acquired by the Condominium Board from Residential Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Residential Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing. At the time of acquisition of a Unit and as a condition thereof, the new Unit Owner will be required to execute, acknowledge and deliver a Unit Owner's Power of Attorney in favor of the Condominium Board, in the form set forth in Part II of this Plan.

The lease for any Residential Unit (other than Unsold Units) will be in substantially the form of lease printed by Julius Blumberg, Inc., or the Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Condominium Board. The terms of the lease, the rents and any rent increases upon the renewal of such lease are not subject to the New York State Rent Stabilization Law or the New York City Rent Stabilization Code.

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

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

Mortgage of Units

Each Unit Owner, after notice to the Condominium Board, is free to mortgage his or her Unit to a "Permitted Mortgagee," provided that prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearages for any unpaid Common Charges and assessments owed by such Unit Owner and discharge any liens affecting the Unit, other than Permitted Mortgages.

Determination of and Liens for Nonpayment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges and assessments on other expenses when due. Common Charges for each Unit shall be determined by multiplying that Unit's percentage of Common Interest by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article 6, Section 1 of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article 6, Section 1 of the By-Laws, impose special assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The special assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest. .

The Condominium Board, in its discretion, and subject to certain restrictions contained in the Bylaws, may decide in the future to create a Reserve Fund by special assessment or by increases in Common Charges. However, so long as Sponsor continues to own at least one (1) Unit, but in no event later than five (5) years from the First Unit Closing, neither the Condominium Board nor the Residential Board may, without Sponsor's prior written approval 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. Sponsor will consent to replacements to the contingency fund provided in Schedule B, located in Part I of this Plan, to the extent that the aggregate of such fund does not exceed 5% of the budgeted annual expenses of the Condominium.

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

Upon the failure of a Unit Owner to pay Common Charges for the Unit within sixty (60) days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

The Sponsor will cause the Board of Managers to file a lien as provided in Section 339-aa of the Real Property Law on Units in which Sponsor is more than 30 days in arrears on Common Charges while it is in control of the Board of Managers.

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

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

Repairs

All maintenance of and repairs to any Unit, electrical (except Common Elements), plumbing (except Common Elements) as well as the washing of exterior windows shall be at the Unit Owner's expense, excepting as otherwise specifically provided in the By-Laws.

All maintenance, repairs and replacements to the "General Common Elements" (as defined in the Declaration) shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the "Residential Common Elements" or the "Residential Limited Common Elements" (as such terms are defined in the Declaration) will be performed by (a) the Residential Board as a Residential Common Expense, if involving a Residential Common Element, or (b) by the Residential Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving a Residential Limited Common Element such as a roofing surface and/or a roof deck above such surface or as a result of the Unit Owner's negligence, misuse or neglect. Maintenance, repair and replacements in or to the

"Commercial Common Elements" or "Commercial Limited Common Elements" (as such terms are defined in the Declaration) will be performed by (a) the Commercial Board as a Commercial Common Expense, if involving a Commercial Common Element or (b) by the Commercial Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving a Commercial Limited Common Element such as a roofing surface and/or a roof deck above such surface or as a result of the Unit Owner's negligence, misuse or neglect.

The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in the By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the By-Laws (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Necessary repairs to each Residential Unit's windows, doors and skylights are to be performed at such Residential Unit Owner's sole cost and expense, subject to Board approval in order to ensure that uniform materials are used throughout the Building.

Additions, Alterations and Improvements

Sponsor or its designee may make non-structural alterations in any Unit owned by it or with respect to any Limited Common Element for which it has exclusive use without prior consent of the Board of Managers. With respect to other Unit Owners, a non-structural alteration to a Unit that does not affect the exterior of the Building or the value of other Units may be made by any Unit Owner without consent of the Board of Managers. No Unit Owner, other than the Sponsor or its designee, as a holder of Unsold Units, may make a structural alteration in its Unit or with respect to any Limited Common Element for which it has exclusive use or which affects the exterior of the Building or the value of other Units without the prior written approval of the Board of Managers. The Sponsor or its designee needs no such consent for any of its Units. Any approval, if granted, shall provide that such alteration shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate insurance coverage for liability, property damage and worker's compensation (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements shall be maintained in their entirety by said Unit Owner who shall also be

responsible for any repairs, including structural repairs, to such addition in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with the request by a Unit Owner for approval of a structural alteration.

Finally, any approval, if granted shall be subject to regulation by the Condominium Board as to any one or more of the following aspects of construction:

(1) time periods during which work is permitted;

(2) the manner in which construction debris will be handled;

(3) measures which must be taken to prevent compromising security of the Building during construction;

(4) the interruption of services during construction; and

(5) liability insurance for contractors during construction.

The Board of Managers and/or the manager or managing agent shall have a right of access to any Unit for the purpose of inspection, making any repairs or replacements to any of the Common Elements or Limited Common Elements contained in such Unit or elsewhere in the Building, remedying any condition which would result in damage to any other Unit or to the Common Elements or Limited Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Certain structures cannot be built as-of-right with respect to the City of New York Building Code and require a variance from the City Board of Standards and Appeals. If the Board does not consent to the proposed alteration, an application for a variance is moot, since the Board would not permit the proposed alteration in any event.

If a Unit Owner does not need the consent of the Condominium for such alteration, but a variance is needed, such a variance may be denied if it is opposed by the Board of Managers at the Condominium. Structures that increase the size of the Building require a variance. These structures include: additional floors, additions to the rear of the Building above the cellar level, additional penthouses, roof mezzanines, greenhouses and gazebos.

Subject to the By-Laws and Rules and Regulations of the Condominium, which, among other requirements, assigns responsibility for negligence, misuse or neglect, a Residential Unit Owner who has an exclusive roof terrace area may, without a Department of Buildings permit, install plantings and furniture on it.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than eighty percent (80%) of the full replacement cost of the Building, including the above noted items, but exclusive of footings and foundations, as approved by a fire insurance company or a qualified insurance broker. All such policies shall provide that adjustment of loss, if over $1,000,000.00, shall be made by the Board of Managers with approval of the "Insurance Trustee" (as defined in the By-laws), if any. The Board of Managers shall have the right to select an Insurance Trustee. Additionally, the net proceeds of such adjustment, if $1,000,000.00 or less, shall be payable to the Board of Managers, and if more than $1,000,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the fire insurance coverage of the Building shall be $102,000,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that each Unit Owner is an additional insured party and that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense.

The Board of Managers shall also obtain and maintain to the extent obtainable: (1) worker's compensation insurance for Condominium employees, if any; (2) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements or the Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 covering all claims for bodily injury with respect to any one occurrence.

If, by reason of the occupancy or use of any particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

In the event of a fire or other casualty in which more than eighty percent (80%) of the Building is destroyed or substantially damaged, repairs and/or restoration will be made if Unit Owners whose percentage of Common Interest, in the aggregate, is at least eighty per cent (80%) of the Total Common Interest, affirmatively vote for such a course of action. If no such affirmative vote is given, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor.

Use of Units

The Residential Units may be used only for private residences. However, a Residential Unit Owner may use his or her Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof, provided such professional use does not violate any zoning law and ordinances and provided further that the prior written consent of the Board of Managers to such professional use is obtained. No illuminated or other sign may be used in connection with the aforementioned use.

Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Units or Common Elements, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Unit therein or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. The right, however, is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale," "For Rent," or "For Lease" or similar signs on any Unsold Units or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and Unsold Units in the Building as a sales office and/or model Unit. Sponsor and its designee shall have the right to place "For Sale", "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or on the facade of the

Building without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

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

Except as elsewhere provided, no exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Unit Owner in any manner without prior written consent of the Condominium Board.

No furniture, equipment, or other personal articles shall be placed in entrances, hallways, stairways, or in other Common Elements.

No Unit Owner shall make or permit any noise that will disturb or annoy the occupants of any of the Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, any dirt or other substances. In addition, where applicable, each Unit Owner shall keep his or her terrace(s) and terrace drain(s) free of debris.

Except as otherwise provided above, no exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board of Managers or as required by Law.

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

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Unit Owners shall be responsible for complying with all applicable recycling laws pertaining thereto.

No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage

resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

No Residential Unit Owner shall engage any employee of the Condominium for any private business of the Residential Unit Owner without prior written consent of the Residential Board.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall permitted be kept or harbored in any Residential Unit unless the same in each instance be expressly permitted in writing by the Residential Board. Any such consent, if given, shall be revocable at any time by the Residential Board. In no event shall any Unit Owner maintain more than two (2) pets (other than fish) in a Residential Unit without the consent of the Residential Board and in no event shall any animal be permitted in any of the public portions of the Building unless carried or on a leash. The individual Residential Unit Owners who keep an animal in the Building shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having any animal in the Building. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building or on the sidewalk or street adjacent to the Building. The Board of Managers shall have the right to prohibit an animal from residing or visiting the Building if, in the Board's judgment, such animal creates a nuisance, health hazard or an unsanitary condition.

No radio or television aerial or dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers.

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

The Board of Managers or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be

at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall (except as provided above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

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

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

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

Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Limited Common Elements.

The Unit Owners shall not be allowed to put their names on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

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

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

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

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage or where specifically

designated as such; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

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

Smoke detectors and carbon monoxide detectors must be installed in every Residential Unit as required by New York City Building Code. It is the obligation of the Residential Unit Owner to maintain the alarms and to make certain the units are in working order at all times.

Each Residential Unit has windows equipped with safety "stops" in lieu of window guards. Each Residential Unit Owner is responsible for the maintenance, repair and replacement of the windows located in his Residential Unit. All replacement windows must contain safety "stops" designed specifically to prevent a child from falling out of the window.

Portions of all curtains, drapes, shades or blinds ("Window Treatments") in each Unit which are visible from the exterior of the Building shall be white to give the Building a uniform exterior appearance. Such Window Treatments shall be hung from each such window within sixty (60) days of the Closing Date, unless otherwise provided by the Board in writing. Notwithstanding the foregoing, under no circumstances shall newspapers, blankets, bed sheets, clothes or other articles of any kind be hung in such windows in lieu of Window Treatments.

The cost of maintenance and repair of the sidewalks, and adjacent curbs, including keeping them free from snow, ice, dirt and rubbish, shall be the responsibility of the Condominium.

No group tour or exhibition of any part of a Unit or its contents shall be conducted nor shall any auction sale be held in any part of a Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

Plantings on any terrace or balcony shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace or balcony surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the

surface of such terrace or balcony, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. No planter shall be placed on any private terrace area or Cabana Unit if it imposes a load exceeding 60 pounds per square foot, without the express written consent of the Board and, if required, the New York City Department of Buildings.

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

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

Real Property Law §339-kk

Subsection kk to Section 339 of the Real Property Law ("RPL"), a copy of which is set forth in Part II of the Plan, was enacted into law July 22, 1998. RPL §339-kk is intended to provide additional financial protection for a condominium association if a sponsor or other non-occupant owner fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's condominium unit(s).

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 owner and occupied by a tenant:

(a) If payment of common charges, assessments or late fees by any non-occupant condominium 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 condominium unit may become directly payable to the condominium upon written notice by the condominium to the tenant and the non-occupant condominium unit owner. Where a majority of the condominium board has been elected by condominium unit owners who are in occupancy of their respective condominium units, the condominium board may elect not to require that the rental payments be paid to the condominium. Once the common charges, assessments and late fees of the non-occupant condominium unit owner have been brought current, the condominium board must notify the non-occupant condominium unit owner and the tenant within three (3) business days and thereafter the rent

will be payable to the non-occupant condominium 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 condominium unit owner.

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

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

REAL ESTATE TAXES

Real estate taxes are assessed and collected by the City of New York. The Property is currently classified as a Tax Class IV property (vacant land) but will be re-classified as a Tax Class II property (residential building) upon completion of the improvements.

Each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will his Unit subjected to, any lien arising from the non-payment of taxes on other Units.

Until the Units are separately assessed, the Condominium Board will pay all real estate taxes with respect to the property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest. Such allocation shall be final; there will be no adjustment of real estate taxes subsequent to the allocation by the Condominium Board.

Real Estate Tax Benefits

Sponsor's counsel, Seiden & Schein, P.C, has provided Sponsor with an opinion letter (the "Opinion Letter"), regarding the eligibility of the Building for tax benefits pursuant to Section 421-a of the Real Property Tax Law ("Section 421-a").

The Opinion Letter concludes that, based on information provided by Sponsor and the New York City Department of Finance, the Property will be exempt from real estate taxes, other than assessments for local improvements, upon any increase in assessment over the prior assessed value, for the construction period or three (3) years, whichever is earlier and a twenty-five (25) year post-construction partial tax exemption as provided by Section 421-a. The prior assessed value is the lower of the actual or transitional assessed value of the land and building (if any) during the tax year prior to the commencement of construction. As construction is expected to commence in the 2007/2008 tax year, the 421-a "mini-tax" will be based on the assessed value of the Property during the New York City 2006/2007 tax year, which is $194,363. A copy of the Opinion Letter follows this section of the Plan. Taxes based on the prior assessed value may be higher or lower depending on the tax rate in effect in a given tax year.

The Section 421-a program provides that the Property will be eligible for a twenty-five (25) year tax exemption, as follows: one hundred percent (100%) exemption on any increase in the assessed value of the Property for years one (1) through twenty-one (21), commencing on the July 1st following the Taxable Status Date (January 5) after receipt of a Temporary or Permanent Certificate of Occupancy covering all residential Units in the Building; eighty percent (80%) exemption in year twenty-two (22); sixty percent (60%) exemption in year twenty-three (23); forty percent (40%) exemption in year twenty-four (24); and twenty percent (20%) exemption in year twenty-five (25), with full taxes due and payable commencing with the twenty-sixth (26th) year.

Sponsor represents that it will use its best efforts to obtain 421-a Benefits. The Sponsor will keep all records required by HPD to obtain 421-a Benefits and will make said records available to HPD whenever reasonably requested to do so. Sponsor will make all 421-a Benefit documents available to the Condominium upon request, for inspection and copying for the duration of the 421-a Benefits.

Notwithstanding anything above or in the attached letter to the contrary, Sponsor makes no representation or warranty that the Building will receive Section 421-a Benefits, and no representation or warranty as to the date such benefits will take effect if they are received.

Real Estate Tax Projections

Prospective Purchasers are advised to read the full text of the real estate tax analysis by Sponsor's real estate consultant (Metropolitan Valuation Services, Inc., located at 444 Park Avenue South, Suite 402, New York, New York 10016), dated September 10, 2007, located in Part II of this Plan, for details about the projected real estate tax assessments, both with and without the 421-a Benefit.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, OR THE TAX RATE WILL NOT BE CHANGED.

There is no assurance the taxing authority will allocate taxes based on relative apartment size, apartment height, and unit-specific features, as provided in the analysis by Metropolitan Valuation Services, Inc. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

No representation or warranty can be made as to (a) whether there will be (i) a further increase in the actual valuation of the Property during the projected budget year or (ii) an increase in the assessed valuation of the Property by reason of the condominium conversion or otherwise, or (b) the method of determining the assessed valuation (whether on a rent roll, market or other basis) or (c) the amount of any increase in the assessed valuation of the Property.

Purchasers should note that in the absence of the 421-a Benefits, if the assessed valuation of the Property for real estate tax purposes is increased at any time as result of improvements to the Property or for any other reason, then greater amounts of real estate taxes than is shown in the Metropolitan Valuation Services, Inc. assessed valuation analysis may be due with respect to the Property.

Real estate taxes paid by Sponsor are one of the items to be adjusted between Sponsor and each Purchaser at the Closing of each Unit. In addition, at Closing, each Purchaser will be required to deposit with Sponsor a sum equal to the estimated real estate taxes attributable to his Unit for the period of six months following the next tax period. The Sponsor shall utilize such fund to pay the real estate taxes against the Property, until

such time as each Unit is separately assessed. See the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan for further discussion.

The By-Laws provide that the Board is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect Unit Owners, for the benefit and on behalf of (i) all Unit Owners, or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

SEIDEN & SCHEIN, P.C.

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OF COUNSEL:
DAVID F. YAHNER

Counsel's 421-a Real Estate
Tax Benefits Opinion

October 26, 2007

Kent Avenue Property 2 LLC
1865 Palmer Avenue
Suite 203
Larchmont, NY 10538

Re: 421-a Partial Tax Exemption
2 North 5th Street
Block: 2340, Lot: 3 (formerly p/o Lot: 1)
Brooklyn, New York ("Phase II Project")

Dear Sir or Madam:

I have been requested by our client, Kent Avenue Property 2 LLC ("Developer"), to prepare a letter opining as to the eligibility of the above-captioned Phase II Project for section 421-a partial real estate tax exemption benefits. The Phase II Project building will contain approximately two hundred seventy one (271) Class A condominium dwelling units, twelve (12) Cabana (Terrace) units and one (1) Commercial Unit (the "Phase II Project"). The Phase II Project is located within the Greenpoint-Williamsburg waterfront exclusion area as defined by Subdivision 6(a)(ii) of section 421-a of the New York State Real Property Tax Law ("RPTL") and are designated as part of Parcel 26 of the Waterfront Access Plan BK-1: Greenpoint-Williamsburg pursuant to Zoning Resolution 62-831.

I. ELIGIBILITY REQUIREMENTS

To be eligible for section 421-a tax benefits, the Project must comply with each of the eligibility requirements set forth in section 421-a of the RPTL as amended by bills 4408-A, 9293 and 9305 ("421-a Statute"); Chapter 6 of Title 28 of the Rules of the City of New York as amended (the "Rules");and New York City Administrative Code sections 11-245 and 11-245.1 as amended by Local Law No. 486-A (December 2006) (the "Local Law").

The RPTL was enacted with the specific intent of encouraging residential construction. The statute does so by providing for partial real estate tax exemption on increases in assessed valuation of eligible property which result from the construction of new class "A" Multiple Dwellings, during the construction period and on a descending sliding scale for a period of either 10, 15, 20 or 25 years after completion of construction, provided the property was previously under-utilized, or improved with a non-conforming use on the Operative Date. "Operative Date" is defined as thirty-six (36) months prior to the commencement of construction. Developer has told us that construction will commence during the 2007/2008 tax year and, therefore, the Operative Date was fiscal year 2004/2005.

A. Location

1. Geographic Exclusion Area / Greenpoint-Williamsburg Waterfront Exclusion Area

Subdivisions 6(b)(I) and (ii) et. seq. of the RPTL provide that a new multiple dwelling located within the Greenpoint-Williamsburg waterfront exclusion area, in order to receive 421-a benefits, must provide affordable housing for persons and families of low income in accordance with the terms therein. The Phase II Project is located within the Greenpoint-Williamsburg waterfront exclusion area and you have advised us that an Affordable Project is providing affordable units in accordance with the terms of said statute.

2. Public and Private Park Limitation

Paragraphs (5) and (6) of Section 6-02(c) bar section 421-a benefits for projects situated on land mapped as a public park (with certain exceptions) or utilized for ten (10) or more consecutive years immediately prior to October 1, 1971 as a Private Park. The Developer has stated and we assume that the Site does not fall within either category. The Project is not situated on land which is mapped as a public park.

B. Site Requirements

The Local Law and the Rules state that for a project to be eligible for 421-a "the land upon which an eligible project is located must have been vacant, predominantly vacant, under-utilized or improved with a non-conforming use on the Operative Date".

Tax Class 4, pursuant to New York State Real Property Tax Law Section 1802 is defined as "all other real property which is not class one, class two, or class three". Tax Classes one and two consist of all residential property, while tax class three consists of utility property. Therefore, Tax Class 4 consists of all commercial property and non-residential property.

Section 6-02(f)(3)(F) of the Rules defines under-utilized land as land in the borough of Brooklyn that was improved with a non-residential building or buildings "(a) each of which had an actual assessed valuation equal to or less than seventy-five percent (75%) of the actual assessed valuation of the land on which the building or buildings were situated".

According to the New York City Department of Finance, on the 2004/2005 Operative Date, former Lot 1 was improved with a tax class 4 (non-residential building) and had the following actual assessed values ("A.V."):

Actual A.V. Building	**Actual A.V. Land**	**Actual A.V. Building as a Percentage of Actual A.V. Land**
$319,500	$994,500	32.13%

Accordingly, former Lot 1 qualified as 'under-utilized' under Section 6-02(f)(3)(F)(b) in the 2004/2005 Operative Date.

C. Project Requirements

1. New Multiple Dwelling

Section 6-02(b) of the Rules provides that a project is eligible for 421-a benefits only if it is a "new multiple dwelling." Since the Developer has informed us that Phase II Project will be built pursuant to a new building permit and will contain approximately 271 Class A dwelling units, based upon the definition of Multiple Dwelling in the RPTL, it is our opinion that Phase II Project will constitute a new multiple dwelling.

2. Not Used as a Hotel or Single Room Occupancy

Paragraphs (3) and (4) of Section 6-02(c) of the Rules deem any building or portion thereof which is used as a hotel or for a single room occupancy ineligible for 421-a benefits. Developer states and we assume that no such use of Phase II Project will occur.

D. Construction Requirements

1. Room Requirement

Section 6-02(e)(2) of the Rules states that if a multiple dwelling contains more than 100 dwelling units, not less than 10% shall contain at least 4 ½ rooms and not less than 15% shall contain at least 3 ½ rooms. Developer has represented to us that the Project will comply with this requirement.

2. Class A Unit Replacement

Section 6-02(e)(3) of the Rules requires that a project with more than twenty (20) dwelling units contain at least five (5) dwelling units for each Class A dwelling unit in existence on the Site during the one month preceding the Commencement of Construction. Because the Site contained no Class A dwelling units during the specified period, this requirement is not applicable.

E. Limitation on Other Real Estate Tax Benefits

Section (2)(c)(I) of the 421-a statute provides that a multiple dwelling shall be eligible for tax benefits pursuant to that section only if "exemption from taxes is not availed of concurrently under any other law." Developer has advised us that it will not seek any other exemption from taxes for the Phase II Project.

II. TIMING REQUIREMENTS

A. Project Commencement

The RPTL states that in order for a project to qualify for 421-a benefits, construction must commence prior to December 28, 2010. The Developer has stated and we assume that Phase II Project will comply with this requirement.

B. Application Timing

Section 6-05(b) and 6-05(d) of the Rules impose specific timing requirements for filing applications for Preliminary and Final Certificates of Eligibility. We assume that the Developer will comply with these requirements.

III. CONDOMINIUM / COOPERATIVE REQUIREMENT

Section 6-05(d)(1)(iii) of the Rules requires that if a project is to be owned as a cooperative or a condominium, the Developer must provide a statement that if the prospective cooperative or condominium plan has not been declared effective for filing at a time fifteen months after the issuance of a final certificate of eligibility, such owner will register these rental units with the New York State Division of Housing and Community Renewal within fifteen days after such fifteen month period, or if the building is not occupied, an affidavit stating that the owner shall register all units as they become occupied. Developer has represented that it will comply with this requirement.

IV. COMMUNITY BOARD NOTICE REQUIREMENT

Section 6-03 of the Rules requires that a 421-a application for a project containing more than twenty (20) dwelling units be submitted to the community board in which the project is located. We assume that the Developer will comply with these requirements.

V. DURATION OF BENEFITS

Subdivision 6(f) of the 421-a Statute provides that any Covered Project as defined therein which is located entirely within the Greenpoint-Williamsburg waterfront exclusion area and which meets the requirements for creation of affordable housing in accordance with Subdivisions 6(b)-(e) of the 421-a Statute shall be eligible for a construction period exemption not to exceed three (3) years and a twenty-five (25) year post-construction exemption as set forth in Subdivision 2(a)(iii)(A) of the 421-a Statute. Developer has advised us that it is developing a Covered Project entirely within the Greenpoint-Williamsburg waterfront exclusion area and that the Covered Project will create affordable housing in accordance with Subdivision 6 of the 421-a Statute. Accordingly, the Phase II Project should be eligible for a 25 year post-construction exemption.

The schedule for the post-construction partial tax exemption is as follows:

Benefit Years	Percent of Exemption of Increases in Assessed Value
1 - 21	100%
22	80%
23	60%
24	40%
25	20%
26 and subsequent years	0%

VI. REDUCTION OF BENEFIT FOR EXCESS COMMERCIAL, COMMUNITY FACILITY OR ACCESSORY SPACE

Section 6-06(b) of the Rules provides for the tax exemption benefit granted by 421-a to be reduced if the floor area of a project's commercial, community facility and accessory use space exceeds twelve (12%) percent of the aggregate floor area. The amount of space attributable to commercial, community facility and accessory use space will be determined in accordance with the Rules based on the building plans for Phase II Project as built.

VII. COUNSEL'S OPINION

Based upon the information which the Developer has provided to us and the assumptions stated herein, we believe that Phase II Project will be eligible for a construction period partial tax exemption and a twenty-five (25) year post-construction partial tax exemption, as provided by 421-a. Except as stated specifically herein, this letter is based solely upon the information which the Developer provided to us and the assumptions stated herein. We have not verified any of the Developer's statements or investigated the accuracy of our assumptions. Phase II Project must satisfy all statutory and regulatory requirements of 421-a in order to be eligible for benefits and we cannot render a final opinion regarding eligibility until all documentation required for a Certificate of Eligibility has been provided to us and reviewed. This letter relates only to the above captioned Phase

II Project and the specific facts and circumstances the Developer has provided to us in connection therewith.

VIII. LIMITATIONS

This is an opinion, not a guaranty, that Phase II Project will qualify for real estate tax benefits pursuant to section 421-a. No warranties are made that the laws and regulations upon which this opinion is based will not be changed. In no event will we be liable to any party if the Phase II Project fails to qualify for such real estate tax benefits for any reason beyond our control including but not limited to changes to section 421-a or to the regulations issued thereunder or to decisional law thereunder.

This opinion is intended for use by Developer and for inclusion in a Condominium Offering Plan and may not be relied on by any other persons or entity without our prior written consent.

Very truly yours,
SEIDEN & SCHEIN, P.C.

By: _____
Jay G. Seiden

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

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

As fully set forth in the tax opinion of Seiden & Schein, P.C. counsel to the Sponsor, found in Part I of this Plan (the "Tax Opinion"), under present law, a Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid or accrued under Sections 163 and 164.* These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Unit Owner's liability for the alternative minimum Federal income tax. Each individual Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid or accrued during the taxable year. Such deductions may also affect his or her New York City minimum tax liability.

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

(i) is treated as a conduit,

(ii) qualifies and elects to be taxed under Section 528, or

(iii) is treated as a corporation.

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

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* All section references are to the Internal Revenue Code of 1986 (the "Code") unless otherwise indicated.

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

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

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

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

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments; and

(v) Substantially all of the units must be used as residences.

Under the Treasury regulations issued pursuant to Section 528, a condominium management association must qualify annually for the election under Section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of Section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue. It appears that the aforementioned requirements will be met for a Section 528 election for at least the first year of operation.

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

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

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

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

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

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

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

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

SEIDEN & SCHEIN, P.C.

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COUNSEL'S TAX OPINION LETTER

Dated: May 23, 2008

Kent Avenue Property 2 LLC
1865 Palmer Avenue, Suite 203
Larchmont, New York 10538

RE: Offering Plan ("the Plan") for the Conversion to Condominium Ownership of 2 Northside Piers, Brooklyn, New York

Gentlemen:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes (but not for purposes of the New York City earnings tax on nonresidents) to persons who purchase Units for private residential use ("Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986 ("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, and we have assumed that the closing under the Plan will occur in 2010.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, per terms of the Offering Plan, may also mortgage such Unit(s) and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid or accrued provided that, up to the aggregate amount of $1,000,000.00 for all qualifying mortgages on all qualifying Units, A) the mortgage does not exceed the lesser of (i) the Owner's original basis in his Unit plus the cost of improvements, if any, or (ii) the fair market value of the Unit and B) his Unit is a "qualified residence." A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" as that term is defined by Section 1034 or (ii) a residence as defined by Section 280A(d)(1) and the Owner selects it as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence," unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion, a Unit Owner whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid or accrued under Section 164 of the Code.

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid or accrued under Section 164 of the Code.

Other rules are applicable to a Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986 will have broad impact, and no opinion is offered as to the consequences to such a Unit Owner.

It is also our opinion that each Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. Section 615 of the New York State Tax Law.

It should be noted, however, that the benefit of a Unit Owner's deductions for interest and real estate taxes may be reduced if the Unit Owner is subject to the Federal alternative minimum tax, or the State or City minimum taxes (Section 55 of the Code; Sections 615 and 622 of the New York State Tax Law; Sections 11-1715 and 11-1722 of the New York City Code). In addition, it should be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income, and that interest with respect to a "qualified

residence" is generally deductible only to the extent incurred in acquiring, constructing or rehabilitating a "qualified residence" or in refinancing, without an increase in the principal amount thereof, such an indebtedness; the difference in the treatment of these and other items, for federal alternative minimum tax purposes may result in a taxpayer becoming subject to such tax even though he has no items of tax preference.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk," within the meaning of Section 465 of the Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers ("Condominium Board").

Under Section 528 some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. Generally, these requirements are:

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

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

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

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments; and

(v) Substantially all of the units must be used as residences.

Under the Treasury regulations issued pursuant to Section 528, a condominium management association must qualify annually for the election under Section 528, and

additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of Section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

It appears, based upon your representations to us, that the requirements will be met as the Offering Plan is currently structured. With respect to requirement (v) above "Substantially all" is interpreted in Treasury Regulation 1.528-4(b) as meaning at least 85% of the total square footage of all units in the project. Since, the Commercial Unit and Cabana Units comprise, in the aggregate, approximately 8,459 square feet and the Residential Units comprise approximately 272,525 square feet (approximately 96.99% of the total square footage of all Units), the "Substantially all" requirement should be met.

Assuming the Condominium Board is eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

If an election under Section 528 is not in effect for the taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 ("existing law").

Under existing law, the tax status of the Condominium Board is uncertain. The Bylaws provide that the Condominium Board will act as the agent of the Unit Owners. Thus, the Condominium Board may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and not a separate entity. In such case, the Unit Owners would themselves be taxable on any interest or similar income which is earned from investments of the amounts which are assessed and collected from the Unit Owners and/or held as reserve funds.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were

collected (Revenue Ruling 75-370, 1975 - 2 Cumulative Bulletin 25), or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association (Revenue Ruling 75-371, 1975 - 2 Cumulative Bulletin 52, *cf.* Concord Village, Inc., 65 T.C. 142 (1975)). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

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

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax (*see* Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Revenue Ruling 74-75, 1974 - 1 Cumulative Bulletin 19; Revenue Ruling 86-14 I.R.B. 1986-5, 33).

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan of a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Limited Common Elements are acquired and/or leased by the Condominium Board. It is also to be noted that under certain circumstances an owner of any Unit, by virtue of such ownership, may be deemed to become a resident of New York City and that this opinion does not deal with the

circumstances under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. Thus, each person contemplating the purchase of a Unit is strongly advised to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or rulings of the Internal Revenue Service on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

SEIDEN & SCHEIN, P.C.

By: _____
Alvin Schein

RESERVE FUND

Sponsor is not establishing a Reserve Fund for the Condominium under this Plan, as Sponsor does not anticipate that replacement of capital items is likely to be needed within the first five years of condominium operation. The Condominium Board, in its discretion, and subject to certain restrictions contained in the Bylaws, may decide in the future to create a Reserve Fund by special assessment or by increases in Common Charges.

WORKING CAPITAL FUND AND APPORTIONMENTS

Each Purchaser of a Unit shall be required at the Closing of such Unit to make a contribution to the working capital fund of the Condominium (the "Working Capital Fund"). Such contribution shall be in an amount equal to two (2) month's Common Charges in effect for such Unit(s).

At the First Unit Closing, Sponsor will apportion with the Board the following items as of midnight of the date preceding said Closing:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals, 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 Common Elements and the Limited Common Elements;

(4) cost of fuel on hand (plus sales tax), if any;

(5) charges and receipts in connection with service, maintenance and concession contracts;

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(7) cost of Building supplies on hand at Sponsor's cost (including sales tax);

(8) premiums for transferable insurance policies; if any;

(9) management fees; and

(10) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Unit Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Unit 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 such other appropriate purposes as will be determined by the Board and may be augmented by allocations from the monthly Common Charges collected from each Unit. While Sponsor controls the Board (see the Section entitled "Control By Sponsor" in Part I of this Plan), the Working Capital Fund will not be used to reduce estimated Common Charges.

The Board will be able to utilize the money in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges or Common Charges attributable to Unsold Units.

In the event that capital expenditures for renewal or replacement of Building components or systems or to remedy major building defects are needed, it may be necessary to increase Common Charges or make special assessments payable by Unit Owners who are responsible for the repair and replacement of the Common Element in need of such renewal, replacement or remedy. Alternatively, the Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the Bylaws and subject, in certain instances, to Unit Owner approval. In addition, pursuant to the Bylaws 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.

HOMEOWNERS ASSOCIATIONS

The Board of Managers will be a member of two (2) homeowners associations, Williamsburg Waterfront Homeowners Association, Inc. and Williamsburg Waterfront Utilities Homeowners Association, Inc.

Williamsburg Waterfront Homeowners Association, Inc. is a Not-for-Profit Corporation formed under the laws of the State of New York. Sponsor anticipates that the ultimate members of the Williamsburg Waterfront Homeowners Association, Inc. will be the Board of Managers of the Condominium, the board of managers of The 1 Northside Piers Condominium (which is adjacent to the Condominium) and the board of managers of a third condominium that is slated for future construction on the Williamsburg Waterfront site (the "Future Condominium"). However, the Condominium Board and board of managers of The 1 Northside Piers Condominium will be the only members of the Homeowners Association until the Future Condominium is completed. Sponsor makes no guarantee that the Future Condominium will, in fact, be constructed.

Williamsburg Waterfront Homeowners Association, Inc. will be responsible for the maintenance and capital repair of the "upland connection," which will be a road running from the shore public walkway to Kent Avenue (the "Upland Connection"), pursuant to an Upland Connection Maintenance Agreement with the New York City Department of Parks and Recreation ("DPR"). Williamsburg Waterfront Homeowners Association, Inc. will also be obligated to make an annual contribution toward funding the maintenance and capital repair of the waterfront access areas by the City of New York, which include a shore public walkway, the pier and supplemental open space ("Waterfront Access Areas").

The Upland Connection and the Waterfront Access Areas will be constructed in three (3) phases. During Phase I, a temporary upland connection, running from North 5th Street to the East River will be constructed, as will a pier extending out into the East River. Phase II will involve the construction of a shore public walkway, and an esplanade along the waterfront. Finally, during Phase III, the permanent upland connection, running from North 4th Street to the East River, will be completed. Please refer to the architectural drawing entitled "Site Plan," located in Part II of this Plan.

Sponsor intends to construct a swimming pool, a hot tub, a sauna, a lounge and deck and a children's playroom in the Building to which all residents of the Building, The 1 Northside Piers Condominium and the Future Condominium ("the Market Rate Condominiums") will have access. Residents of the Market Rate Condominiums will also have access to a yoga room, massage room and media room located in 1 Northside Piers Condominium. Collectively, these amenities are referred to herein as the "HOA Amenities."

Pursuant to the By-Laws of the Williamsburg Waterfront Homeowners Association, Inc. the Board of Directors shall annually determine a budget for the

adequate continued operation of the Homeowners Association. Assessments shall be allocated among the members on an equitable basis. As stated, the Sponsor makes no representations that the Future Condominium will be built. If the Future Condominium is not built, the Condominium and The 1 Northside Piers Condominium will carry a greater proportion of the Williamsburg Waterfront Homeowners Association, Inc. assessment. Pursuant to the terms of the Declaration of Covenants, Restrictions Easements Charges and Liens of the Williamsburg Waterfront Homeowners Association Inc., which will be filed with the City Register for the County of Kings, at or subsequent to the closing of the first unit in The 1 Northside Piers Condominium, the Williamsburg Waterfront Homeowners Association, Inc. shall be governed by a Board of nine (9) Directors. Each member of the Williamsburg Waterfront Homeowners Association, Inc. shall be entitled to designate three (3) Directors.

It is anticipated that during Phase I, the annual contribution toward funding the maintenance and capital repair of the Waterfront Access Areas will be approximately $49,825. The contribution will increase to $79,920 upon the completion of Phase II and will further increase by approximately $20,689.02 upon the completion of Phase III. The charges for the maintenance of the Waterfront Access Area will be borne by the Homeowners Association. In addition, the maintenance, repair and replacement of the swimming pool, as well as the labor and equipment associated with operating the swimming pool, will be paid for by the Homeowners Association. All Homeowners Association dues shall be charged to each Unit Owner, the unit owners in The 1 Northside Piers Condominium and to the unit owners of the Future Condominium as part of the Common Charges for each building. Please refer to Schedule C, located in Part I of this Plan for a discussion of all estimated Homeowners Association dues.

An affordable residential rental building that is under construction on the Williamsburg Waterfront site at 20 North 5th Street will be required to pay an annual fee of $5,000 to the Homeowners Association. However, it will not be a member of the Homeowners Association and, as such, its residents will not have access to, or enjoy the use of, any HOA Amenities.

Members of the general public will have access to most of the exterior portions Williamsburg Waterfront site, including, but not limited to, the upland connection leading from Kent Avenue to the shore public walkway, the pier, and supplemental open space that is planned for construction. However, the general public will not have access to, or the use of, the HOA Amenities.

A copy of the Declaration of Covenants, Restrictions, Easements, Charges and Liens and a copy of the By-Laws for Williamsburg Waterfront Homeowners Association, Inc. are included in Part II of this Plan.

The Board of Managers will also be a member of the Williamsburg Waterfront Utilities Homeowners Association, Inc. (the "Utilities Homeowners Association"). The Utilities Homeowners Association governs the use, installation, maintenance, repair and replacement of utility lines, wires, pipes, conduits, telephone lines, cable television lines,

water lines, sewers and drainage lines ("Utility Lines") within Williamsburg Waterfront. The members of the Utility Homeowners Association are Sponsor, the board of managers of The 1 Northside Piers Condominium and the fee owners of the properties located at 20 North 5th Street and 3 Northside Piers. Membership in the Utilities Homeowners Association shall be assigned to the Board of Managers, the board of managers of 20 North 5th Street and the board of managers of 3 Northside Piers when and if those properties become subject to declarations of condominium. The Utilities Homeowners Association does not have an annual budget, but will assess each of its members on an "as needed" basis, in the event that maintenance, repairs or replacements of Utility Lines is required. Pursuant to the terms of the Declaration of Covenants, Restrictions Easements Charges and Liens of the Williamsburg Waterfront Utilities Homeowners Association Inc., which has been recorded with the City Register for the County of Kings, the Williamsburg Waterfront Utilities Homeowners Association, Inc. shall be governed by a Board of four (4) Directors. Each member of the Williamsburg Waterfront Utilities Homeowners Association, Inc. shall be entitled to designate one (1) Director.

A copy of the Declaration of Covenants, Restrictions, Easements, Charges and Liens and a copy of the By-Laws for Williamsburg Waterfront Utilities Homeowners Association, Inc. are included in Part II of this Plan.

MANAGEMENT AGREEMENT

At or prior to the First Unit Closing, the Condominium Board will enter into a management agreement with a managing company to manage the Condominium (the "Managing Agent"). Sponsor has received a proposal (the "Management Agreement") from Penmark Realty Corporation, 820 Second Avenue, 4th Floor, New York, New York 10017, to be the Managing Agent. However, Sponsor reserves the right to substitute another Managing Agent for Penmark Realty Corporation prior to the First Unit Closing on substantially the same terms as proposed by Penmark Realty Corporation. Under the proposal, the Managing Agent will receive a stated annual fee of $75,000.00. The Management Agreement shall be subject to the right of the Board or the Managing Agent to cancel upon at least thirty (30) days prior written notice. The Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's negligence or failure to comply with its obligations under the Management Agreement.

Additionally, the Homeowners Association, of which the Condominium is a member, has received a proposal from Penmark Realty Corporation to manage its assets and assessments. However, Sponsor reserves the right to substitute another Managing Agent for Penmark Realty Corporation prior to the First Unit Closing on substantially the same terms as proposed by Penmark Realty Corporation. Under the proposal, the Managing Agent will receive a stated annual fee of $6,000. The Management Agreement shall be subject to the right of the Homeowners Association or the Managing Agent to cancel upon at thirty (30) days prior written notice. The Homeowners Association will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's negligence or failure to comply with its obligations under the management agreement.

All expenses incurred by the Managing Agent in performance of its duties for the Condominium will be reimbursed by the Condominium Board and charged to the Unit Owners as a Common Expense. All expenses incurred by the Managing Agent in performance of its duties for the Homeowners Association will be reimbursed by the Homeowners Association's Board and charged to its members as an expense.

The duties and services to be rendered by the Managing Agent include, among others:

(a) Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the building, who, in each instance, shall be the Owner's and not the Agent's employees, and cause to be discharged all persons unnecessary or undesirable. The Agent agrees to use reasonable care in the hiring of such employees and to pay salaries and benefits to employees as specified in any Union contract for each category

of employee. The Agent shall utilize its best efforts in screening all prospective employees to perform the work required.

(b) Cause the building to be maintained in good condition, in keeping with a first class luxury residential Building, 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 the Condominium By-laws or the Homeowner Association By-laws. Ordinary repairs or alterations involving an expenditure of over Two Thousand Five Hundred (2,500.00) Dollars for any one item shall be made only with the prior approval of the Board of Managers or Board of Directors, but emergency repairs, i.e., those immediately necessary for the preservation or safety of the building or for the safety of residents, or other persons, or required to avoid the suspension of any necessary service in the building, may be made by the Agent irrespective of the cost thereof, without the prior written approval of the Board of Managers or the Board of Directors.

(c) Promptly file an amended building registration statement with the New York City Department of Rent and Housing Maintenance, designating one of the officers or responsible employees of the Agent as the "Managing Agent" of the premises, in accordance with the Multiple Dwelling Law and Housing Maintenance Code.

(d) Recommend, and with the approval of the 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 and all orders or violations affecting the Building, placed thereon by any Federal, State or Municipal authority having jurisdiction thereover, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or other similarly body, subject to the limitation with respect to the amount of expenditure involved as contained in paragraph (b).

(e) Enter into contracts for electricity, gas, steam, air conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, detective agency protection, vermin extermination, and other services or such of them as shall be advisable. All contracts must be approved in writing by the Board of Managers or Board of Directors prior to signing by the Agent.

(f) Purchase all supplies which shall be necessary to maintain and operate the Building properly.

(g) Advise the Board with respect to proper insurance coverage of the Building, its employees and Unit Owners; if requested by the Board, obtain quotations for such insurance and cause to be effected an maintained, in such amounts and through such carriers as the Board shall designated or approved, fire, rent, plate glass, boiler, water, damage, liability, workman's compensation, employer's liability, disability and any other insurance the Board may elect to carry; and to cooperate with any independent insurance broker or consultant that the Board may designate or approve and engage for the purpose of effecting insurance and protecting its interests with respect thereto.

(h) Review all bills received for services, work, and supplies and other expenditures incurred by or on behalf of Owner in connection with maintaining and operating the Building or Homeowners Association, pay or cause to be paid all such bills and other expenses such as mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, and corporate income taxes and other taxes assessed with respect to the Condominium or Homeowners Association as and when the same shall become due and payable.

(i) If requested by the Board, list and offer for sale or lease through its own organization and, if the Board shall deem it advisable, through other brokers, space reserved, acquired, or re-acquired by the Board in the Building, and use its best efforts to effect sales or leases, and to renew leases of space reserved, acquired or re-acquired by the Board in the Building, including the preparation and execution of lease documents under the supervision of the Board.

(j) Supervise the moving in and out of Unit Owners and tenants, collect moving fees, and as far as possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the Building and inconvenience to other residents.

(k) Bill or cause to be billed within five (5) days of the end of the month, Unit Owners and tenants for Common Charges, rent and other charges, use its best efforts to collect such Common charges, rent and other charges and deposit same in the Board's bank account. Cooperate with the Board's attorneys in all suits or proceedings brought to recover possession of space in the Building or Common Charges, rent and other charges which may at any time be or become due to the Board from any Unit Owners, tenant or subtenant in respect to space in the building. No suit or proceedings shall be instituted by the Agent without the Board's prior written authorization.

(l) Consider and, when reasonable, attend to complaints of Unit Owners, tenants and subtenants. If the Agent shall deem any such complaint unreasonable, it shall advise the Board of the complaint and the reason for its opinion that the complaint is unreasonable.

(m) Cause to be prepared and filed by an outside payroll service the necessary forms for unemployment insurance, withholding and social security taxes and 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 or the employees' union.

(n) Maintain accurate and complete accounts and records consistent with the customary records and books kept by Agent for other cooperative buildings (other than books of account maintained by the Condominium or Homeowners Association Board's

accountants), and the checkbook on each Board's checking account and savings bankbooks, if any, and maintain orderly files containing rent records, insurance policies, leases and subleases, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Building or the operation thereof and the same shall be and shall at all times remain the property of the Board, and the Agent shall, upon request of the Board, make same available to the Board, the Board's officers, accountants, attorneys or other representatives and shall deliver up same to the Board or its aforesaid agents on demand from the Board.

(o) No later than the twentieth day of each month, render or cause to be rendered regular monthly statements for the preceding month, supported by disbursement vouchers, to the Condominium or Homeowners Association.

(p) Cooperate with the Condominium's or Homeowner Association's accountants in regard to the annual audit of the books of account of the Condominium or Homeowner Association and the annual report of operations of the Condominium or Homeowner Association. A copy of each such annual report, when received, shall be promptly sent by the agent to each Unit Owner, prior to the annual meeting.

(q) Cooperate with the Condominium's or Homeowner Association's accountants in regard to the preparation and filing of Federal, State, City and any other income and other tax returns required by any governmental authority.

(r) Prepare and submit to the Board of Managers and Board of Directors, as requested, an operating budget, setting forth anticipated income and expenses of the property for the ensuing year and a comparison of such budget with actual expenses for equal periods in the past.

(s) Prepare and send out all letters, notices and reports as the Board of Managers or Board of Directors may request.

(t) When the books of tentatively assessed valuations of the State of New York are opened for public inspection in each year, ascertain the assessment of the land on which the Building is located and the assessment of the Building and report such assessments to the Board. Should the Board consider such assessments excessive, the Agent will, if requested in writing by the Board, cooperate with the Board's attorneys in the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the State of New York and, if the Board shall not have any regular attorneys, retain special counsel to prepare such application (with the Agent's cooperation) and to institute tax certiorari proceedings.

(u) Accept applications from all prospective Unit Owners, and tenants; in connection with the sale and leasing of residential units; obtain credit and other reports relating to prospective Unit Owners. Establish a sales and lease package to be delivered

to the Board of Managers; and tenants of space being leased or subleased by a Unit Owner or the Board; obtain from Unit Owners such record searches and other information as the Owner may require, and submit same to the Board. Agent will submit to the Board of Managers such application within two (2) business days after submission of completed application.

(v) Process applications by Unit Owners for permission from Board of Managers to alter their units, and forward such applications to the board or, at the board's direction, to the board's engineer; subject to the board's consent, retain on behalf of the board an engineer to review plans and specifications; coordinate with the Unit Owner undertaking the alteration, for the use of Buildings services and equipment, if necessary. The Agent shall, subject to the board's consent, retain the board's engineer to be responsible for supervising the actual alterations by the Board of Managers and for verifying that the alterations are performed in accordance with the proposed plans submitted to the board or in accordance with applicable New York City fire, health, building and other similar laws and codes relating to construction or alterations.

(w) Generally do all things reasonably deemed necessary or desirable by the Board of Managers and the Board of Directors for the proper management of the Building and the Homeowners Association, respectively.

(x) Attend meetings of the Board of Managers and Annual Meetings and Annual Meetings of Unit Owners and prepare all necessary notices and paperwork (such as a proxy and ballot in connection therewith).

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is Kent Avenue Property 2 LLC, a Delaware limited liability company formed on November 14, 2005. Sponsor's office address is 1865 Palmer Avenue, Larchmont, New York 10538.

The principals of Sponsor are Ronald Moelis, Jay Furman, David von Spreckelsen and Richard Hartman. Ronald Moelis and David von Spreckelsen are each managers of TMF Kent Partners LLC, which is the sole member of the Sponsor. TMF Kent Partners LLC has not been the sponsor or a principal of the sponsor of any other cooperative or condominium conversion plan within the last five (5) years.

Ronald Moelis has an office at 1865 Palmer Avenue, Larchmont, New York and has been involved as a principal of sponsor entities in the following cooperative or condominium offerings in the past five (5) years:

NAME	ADDRESS	YEAR OF FILING
Madison Court Cooperatives	1787 Madison Avenue New York, New York	2002
The Kalahari Condominium	40 West 116th Street New York, New York	2006
The 3260 Henry Hudson Condominium	3260 Henry Hudson Pkwy Bronx, New York	2006
The 1 Northside Piers Street Condominium (formerly known as The 4 North 5th Street Condominium)	1 Northside Piers (also known as 4 North 5th Street) Brooklyn, New York	2006
The Aurora Condominium	837 Washington Avenue Bronx, New York	2007

Ronald Moelis is a principal of L&M Equity Participants, Ltd., a New York real estate development company, specializing in the financing and development of affordable housing in the New York City metropolitan area. L&M Equity has developed over 8,000 units of affordable housing and over 500,000 feet of retail space in the New York

metropolitan area. He is also a principal in L&M Builders LLC, a construction company, operating in the same area. Mr. Moelis is also a founding member and Vice Chairman of the New York State Association for Affordable Housing and is on the Board of Directors of the following non-profit organizations; Citizens Housing & Planning Council, Associated Builders Organization and the NYU Law Real Estate Institute.

Jay Furman is not currently the sponsor or a principal of the sponsor of any other cooperative or condominium conversion plan, and has not been the sponsor or a principal of the sponsor of any other cooperative or condominium conversion plan within the last five (5) years, except for The 1 Northside Piers Condominium (formerly known as The 4 North 5th Street Condominium), 1 Northside Piers, Brooklyn, New York. Jay Furman has over 40 years in the real estate investment and development fields. He currently serves as CEO of RD Management LLC, a leading privately held real estate management company, with over $140,000,000 in projects currently under development and with a portfolio of over 12,000,000 square feet located throughout the country.

David von Spreckelsen and Richard Hartman are the principals of the sponsor who offered units in the following condominiums within the last five (5) years:

NAME	ADDRESS	YEAR OF FILING
One Ten Third Condominium	108-112 Third Avenue New York, New York	2006
North8 Condominiums	47-63 North 8th Street aka 91-99 Kent Avenue Brooklyn, New York	2006
The 1 Northside Piers Condominium (formerly known as The 4 North 5th Street Condominium	1 Northside Piers (also known as 4 North 5th Street) Brooklyn, New York	2006
5th Street Lofts Condominium	5-09 48th Avenue and 5-26 47th Road Long Island City, New York	2007

Mr. Von Spreckelsen founded Toll Brothers' New York City office in 2004. He is responsible for all New York City acquisitions and development, from site identification through construction and sales.

Prior to joining Toll Brothers, Mr. Von Spreckelsen was the Director of Acquisitions and Development for Silvercup Studios. At Silvercup, he oversaw the completion of The Renaissance, a 241-unit limited equity co-op in Harlem, including leasing the 65,000 square feet of retail space. Mr. Von Spreckelsen also started the re-zoning of a Silvercup site on the East River that was recently certified under ULURP at 2 million square feet of buildable space for residential, office, retail, sound stages, and cultural uses.

Mr. Hartman is in charge of Toll Brothers' homebuilding operations in Arizona, Nevada, California, New Jersey, and now New York City. Total revenues for his operations, excluding New York City, exceed $1 billion annually.

Architect

Sponsor has retained FxFowle Architects, PC, 22 West 19th Street, New York, New York 10011 to prepare the Description of Property and Specifications, located in Part II of the Plan. FxFowle Architects, PC is a twenty-seven year old architectural, interior design, planning and urban design firm. Sponsor's architect has no financial relationship, past or present, to the Property or to the Sponsor, except in its capacity as architect and is being paid a fee for its services.

Counsel to Sponsor

The Sponsor has retained the law firm of Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York, 10022 (Tel. # (212) 935-1400) to represent it in the preparation and consummation of the Offering Plan. The principal attorney who is responsible for this matter is Alvin Schein, Esq. This firm drafted the Declaration, the By-Laws, this Plan, the form of Agreement, the form of Unit Deeds and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Plan.

Seiden & Schein, P.C. has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services.

Selling Agent

The Sponsor has retained Toll Brothers Real Estate, Inc. as Selling Agent for this Offering Plan. Toll Brothers Real Estate, Inc. is an entity which is affiliated with Sponsor.

REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give the following documents annually to all Unit Owners:

(a) the financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year for the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) a prior notice of the annual Unit Owner's meeting; and

(c) a copy of the proposed annual budget, if any, of the Condominium within ten (10) days, prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Board of Managers such budget shall be certified.

DOCUMENTS ON FILE

Copies of this 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 under this Plan, or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours, and shall remain available for such inspection for a period of six years from the date of the First Unit Closing. Sponsor shall, within 180 days after the First Unit Closing, deliver to the Condominium Board a copy of all documents filed with the appropriate recording office.

GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to this Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending or any judgments outstanding, that could materially affect this Offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, or the Sponsor's capacity to perform all its obligations under the Plan.

To the best of Sponsor's knowledge, the Property has not been the subject of any prior public offering. As of the acceptance date of this Offering, Sponsor has not entered into any preliminary binding agreements and has not collected any money from prospective Purchasers for the sale of Units in the Building. The Sponsor has previously tested the market pursuant to Cooperative Policy Statement No. 1.

In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any Selling Agent engaged by Sponsor will discriminate against any person because of gender, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, age, religion or other ground proscribed by law in the sale of Units offered by Sponsor pursuant to this Plan, or in the leasing of any such Units or any other portion of the Building.

Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers, without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Agreement, except as therein provided (such as in case of an uncured default), nor unilaterally change the purchase price or the payment terms contained in such Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Agreements by written notice to Sponsor and be refunded all monies paid thereunder, with any interest earned thereon. However, as to a Purchaser who first became an interim tenant of the Building after the acceptance date of this Plan and pursuant to an Agreement, such rescission will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Unit within thirty (30) days thereafter.

All statements and representations made in this Plan with respect to items prepared by others such as the Section entitled "Sponsor's Statement of Building Condition" in Part I of this Plan and the Floor Plans of the Building, have been made in reliance upon the respective firms and their authority as experts.

As of the date that this Offering Plan has been accepted for filing by the New York State Department of Law, no contracts or agreements were entered into and no deposits or advances of funds were accepted by Sponsor.

Unless the context otherwise requires, words used in the singular in Part I of this Plan include the plural and vice versa, and a reference 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 is not reserving the right to transfer any air or developmental rights to other buildings. Neither the current owner nor a prior owner has conveyed, transferred or reserved air or developmental rights for use in other buildings. Sponsor is not reserving the right to add floor area to the building, except as is necessary to complete the Units being offered hereunder.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Sponsor's Statement of Present Building Condition set forth in Part II of this Plan. Sponsor represents that, to the best of its knowledge, the Sponsor's Statement of Present Building Condition set forth in Part II of this Plan, prepared by FxFowle Architects, P.C., registered architects in the State of New York, accurately states the description of the Property and its specifications, as it will be built upon the plans that they have examined.

Part II

FORM OF
OPTION AGREEMENT

THE 2 NORTHSIDE PIERS CONDOMINIUM

OPTION AGREEMENT

2 NORTHSIDE PIERS, BROOKLYN, NEW YORK

CONTRACT DATE: _____

RESIDENTIAL UNIT NUMBER: _____ PERCENTAGE OF GENERAL COMMON INTEREST: _____%

CABANA UNIT NUMBER: _____ PERCENTAGE OF GENERAL COMMON INTEREST: _____%

STORAGE BIN NUMBER: _____

OPTIONEE(S) NAME(S):

(1) _____ (2) _____

OPTIONEE(S) MAILING ADDRESS(ES):

(1) _____ (2) _____

_____ _____

OPTIONEE'S SOCIAL SECURITY NUMBER(S):

(1) _____ (2) _____

BROKER (IF ANY): _____

OPTIONEE'S ATTORNEY: _____

ADDRESS OF OPTIONEE'S ATTORNEY: _____

_____

TELEPHONE: (___) ___-_____ FAX: (___) ___-_____

RESIDENTIAL UNIT PURCHASE PRICE: $_____

10% OPTION PAYMENT: $_____

BALANCE DUE AT CLOSING: $_____

CABANA UNIT PURCHASE PRICE (IF APPLICABLE): $_____

10% OPTION PAYMENT: $_____

BALANCE DUE AT CLOSING: $_____

LICENSE FEE FOR STORAGE BIN (IF APPLICABLE) : $_____

OPTION PAYMENT FOR STORAGE LICENSE: (10% OF LICENSE FEE): $_____

BALANCE DUE AT CLOSING: $_____

Statement of Optionor

Kent Avenue Property 2 LLC, with an office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538 ("Optionor"), has promulgated a Plan of Condominium ownership for The 2 Northside Piers Condominium (the "Condominium"), located at 2 Northside Piers, Brooklyn, New York (the "Plan") pursuant to which the land, the appurtenances and the Units (the "Units") located in the County of Kings, City and State of New York, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Optionee

Optionee acknowledges as follows:

A. Optionee acknowledges having received and read the Plan and all amendments thereto, if any, filed with the Department of Law of the State of New York (the Plan, together with all such filed amendments, if any, are hereinafter collectively referred to as the "Offering Plan"). By Law and in accordance with the bolded provisions on the signature page of this Agreement, Optionee has the option to cancel this Agreement by notice to the Optionor until midnight of the seventh day following Optionee's signing of this Agreement. Notwithstanding the notice provision in Paragraph 12 hereof, for the sole purpose of cancelling this Agreement in accordance with this Paragraph A and the bolded provisions on the signature page of this Agreement, notice shall be deemed to be given on the date that the mailing is postmarked. The Offering 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 Offering Plan, the provisions of the Offering Plan will govern and be binding.

B. Optionee has been given an opportunity to examine the architectural plans for the above numbered Unit and for the building in which it is located (the "Building").

C. The Offering Plan, which includes the Declaration to be made by the Optionor which is to be recorded in the Office of the Register of the City of New York, County of Kings, and the schedules, the By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

D. Optionee desires an option to purchase the above-numbered Unit(s), as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together with an undivided interest in the Common Elements appurtenant thereto as set forth in the Offering Plan (the above-numbered Unit(s) and the undivided interest being hereinafter collectively called the "Unit(s)").

E. Optionor desires to give and grant to Optionee the sole exclusive option, right and privilege (the "Option"), upon the timely exercise of the Option in the manner set forth in Paragraph 2, to purchase the Unit(s).

F. Upon the exercise of this Option in accordance with Paragraph 2 hereof, Optionee shall have the right to purchase the Unit(s) for such payment and in the manner and on the conditions set forth in this Agreement.

Agreement Between Optionor and Optionee

For good and valuable consideration, receipt of which is hereby acknowledged, Optionor and Optionee mutually agree as follows:

1. Payment for Unit(s). Optionor hereby grants to Optionee, and Optionee hereby acquires from Optionor, the sole and exclusive option, right and privilege to purchase the Unit(s) for the Purchase Price stated above, subject to the terms and conditions of this Agreement and the Offering Plan. The Option Payment stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Optionor. If the Option is exercised, the Balance Due at Closing shall be payable at the Closing, as hereinafter provided in Paragraph 3, by unendorsed certified or official bank check of Optionee drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization), or by federal wire transfer, to the order of Optionor or as otherwise directed by Optionor.

1a. Storage Bin License (DELETE IF NOT APPLICABLE). Optionee hereby agrees that if Optionee exercises the Option, Optionee will license the Storage Bin(s) from the Board of Managers for the License Fee(s) stated above pursuant to the terms set forth in the Storage Bin License Agreement, dated as of the Option Exercise/Closing Date (as defined below) between the Board of Managers and Optionee, a form of which is attached hereto and made a part hereof as "Exhibit A" (the "Storage Bin License Agreement."). The Option Payment stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Optionor. The Balance Due at Closing shall be payable at the Closing, as hereinafter provided in Paragraph 3, by unendorsed certified or official bank check of Optionee drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization), or by federal wire transfer, to the order of Optionor or as otherwise directed by Optionor.

2. Exercise of Option.

2.1 In order to purchase the Unit(s), the Optionee must exercise the Option on the "Option Exercise/Closing Date," as defined in Paragraph 3.1 below, TIME BEING OF THE ESSENCE, which will also be the date on which the Optionee closes title to the Unit(s), by signing and delivering to Optionor the Exercise of Option in the

form set forth in "Exhibit B" attached to this Agreement. Optionee shall, immediately thereafter, close and accept title to the Unit(s) and pay the balance of the Purchase Price and any other amounts due from Optionee at Closing. In order to purchase the Unit(s), Optionee must sign the Exercise of Option and close title once any and all conditions in this Agreement to Optionee's right to purchase the Property have been fully satisfied or waived. By signing the Exercise of Option, Optionee will confirm that any and all conditions in this Agreement to Optionee's right to purchase the Unit(s) have been fully satisfied or waived.

2.2 If Optionee fails to exercise the Option by executing and delivering the Exercise of Option and immediately close title on the Option Exercise/Closing Date, Optionee will be deemed to have waived his Option rights under this Agreement and Optionee will automatically forfeit to Optionor the Option Payments described in on Page 1 and in Paragraph 17 of this Agreement, but in no event to exceed ten percent (10%) of the Purchase Price of the Unit(s), and ten percent (10%) of the License Fee for the Storage Bin(s), if applicable. Notwithstanding the above, the actual cost incurred by Optionor for any Special Work in the Unit(s) ordered by Optionee may also be retained by Optionor as liquidated damages. Optionor shall have no remedy of specific performance in connection with this Agreement in the event that Optionee elects not to exercise his Option to purchase the Unit(s) in accordance with the terms of this Agreement.

3. Option Exercise Date; Closing of Title.

3.1 The Option Exercise/Closing Date shall occur on no less than thirty (30) days prior written notice from Optionor to Optionee, and, provided the Option is exercised, the closing of title to the Unit (the "Closing") shall occur on the Option Exercise/Closing Date, TIME BEING OF THE ESSENCE, at such place as Optionor may designate, at an hour to be specified by Optionor. If Optionor consents to close at any other location as an accommodation to Optionee, Optionee shall pay an extra fee to Optionor's attorney as set forth in Paragraph 7 hereof. Optionor shall have the right, from time to time, to adjourn the Option Exercise/Closing Date on written notice to Optionee. If adjourned, Optionor shall fix a new date and time for the Option Exercise/Closing Date and shall give Optionee not less than five (5) days written notice of the newly scheduled Option Exercise/Closing Date. In the event that Optionee fails to close title to the Unit on the scheduled Option Exercise/Closing Date, in addition to any other rights Optionor may have by reason of Optionee's failure to close title on the Option Exercise/Closing Date, Optionor shall be reimbursed by Optionee for the cost of any real estate taxes and Common Charges which Optionor would not otherwise have had to pay if there had been no delay in closing of title by Optionee. Following the declaration of effectiveness of the Offering Plan, Optionee will be given at least thirty (30) days prior written notice of the Option Exercise/Closing Date for his Unit(s), which notice will also remind Optionee of its obligation to pay the balance of the Purchase Price at that time if the Option is exercised and will state when Common Charges will be due and payable.

3.2 If the Option is exercised,

a. the Closing shall occur only after or concurrently with the prerequisites as set forth under the Section entitled "Terms of Sale" in Part I of the Offering Plan.

b. at the Closing, Optionor shall deliver to Optionee, or direct the delivery to Optionee of, a bargain and sale deed, with covenant against grantor's acts, conveying the Unit(s) to Optionee, such deed to be substantially in the form contained in Part II of the Offering Plan, executed and acknowledged by Optionor or as directed by Optionor in form for recording.

c. simultaneously with the delivery of the deed, Optionee (i) shall cause the net proceeds of any mortgage loan to be paid to Optionor on account of the Purchase Price, and (ii) shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any documents required by Optionor. Optionor and Optionee shall execute and deliver such forms as shall be required by law with respect to the reporting real estate transfers.

3.3 If Optionee elects to license a Storage Bin from Optionor, then the Board of Managers of the Condominium shall deliver to Optionee at the Closing an executed Storage Bin License Agreement, which Optionee shall co-execute at Closing.

4. Power of Attorney to Board of Managers. If the Option is exercised, at the Closing and simultaneously with the delivery to Optionee of the deed conveying the Unit(s), Optionee shall execute and acknowledge the power of attorney to the Board of Managers substantially in the form contained in Part II of the Offering Plan. Optionee agrees to deliver such power of attorney to Optionor or as directed by Optionor at the closing of title for recording and to pay the recording fee.

5. Binding Effect of Declaration, By-Laws, Offering Plan, Rules and Regulations. If the Option is exercised, Optionee hereby agrees to be bound by the Declaration, the By-Laws, the Rules and Regulations, and the Offering Plan.

6. Condition of Title.

6.1 If the Option is exercised, Optionor agrees to convey to Optionee title in fee simple to the Unit(s) free and clear of all liens and encumbrances other than those set forth in the Offering Plan, specifically in Part I thereof in the section entitled "Terms of Sale", and Exhibits submitted in connection therewith and the mortgage referred to in Paragraph 9 hereof, if any (as well as other mortgages, if any, obtained by Optionee).

6.2 Notwithstanding the above, the existence of unpaid taxes or liens and encumbrances of any kind at the time of Closing shall not constitute an objection to title, provided that a reputable title insurer licensed to do business in the State of New

York shall be willing to insure against collection of same from the Unit(s) herein described. The parties agree that Optionor may pay and discharge any liens and encumbrances upon the Property, not provided for in the Offering Plan or this Agreement, out of the monies to be paid by Optionee at the time of closing title. Optionee has the right to select the title insurance company for settlement; however, if Optionee fails to notify Optionor in writing of Optionee's selection within 30 days of Optionee's execution hereof, or if Optionee's title company is unwilling to insure title as good and marketable, then, in order to facilitate the preparation of settlement documents, Optionor is authorized to obtain title insurance for Optionee at Optionee's expense at prevailing rates.

7. **Expenses of Closing and Closing Adjustments. If the Option is exercised, the following shall apply:**

7.1 At Closing, Optionee will pay the Closing costs and expenses referred to in the section of the Offering Plan (as same may be amended to date) titled "Unit Closing Costs and Adjustments", including, but not limited to, the amount of any credit for mortgage recording tax as set forth in such section, payment for title insurance, if Optionee elects or is required by its lender to obtain same, recording fees for recording the Deed and Power of Attorney, New York City Real Property Transfer Tax, New York State Transfer Tax, transfer tax on Units which are $1,000,000.00 or more in price, Optionor's attorney's fees for closing the Unit(s), and costs associated with obtaining a mortgage loan. The legal fees of Optionor's attorneys in the amount of $2,000.00 will be payable by Optionee to Seiden & Schein, P.C., provided that an additional fee of $500.00 per Closing shall be due and payable for any Unit(s) closing which occurs other than in the office of Optionor's attorneys. An additional fee of $350.00 shall be payable by Optionee to Optionor's attorneys for services rendered in connection with the review and clearing of title. An additional fee of $500.00 shall be due and payable to Sponsor's attorneys for any previously scheduled Unit Closing which is adjourned by Optionee less than five (5) business days before such Unit Closing is scheduled to occur. A further fee of $500.00 shall be payable by Optionee to Optionor's attorneys for the work involved for each assignment of an Agreement that is permitted by Optionor. Assignments are permitted only pursuant to the terms of the Offering Plan. Any fees payable to Optionor's attorney by Optionee will be paid by certified check or official bank check drawn on a bank or trust company which is which is a member of the New York Clearing House Association or any successor organization. Optionee will also pay to the Board of Managers a sum equal to two (2) months of Common Charges for the Unit(s) being purchased as Optionee's contribution to the Working Capital Fund of the Condominium.

7.2 Except as otherwise provided in this Agreement or in the Offering Plan, real estate taxes and Common Charges and expenses shall be adjusted between Optionor and Optionee as of midnight preceding the Option Exercise/Closing Date in accordance with the provisions of the Offering Plan. Any such expenses or adjustments payable to Optionor in excess of $500.00 will be paid by unendorsed certified check or official bank check drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization).

7.3 If Optionor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on the Unit(s), Optionee and Optionor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit(s) in question. The provisions of this subsection shall survive the Closing.

7.4 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.

8. Agreement Subject to Mortgages. Optionee agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter 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 Optionee. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 8, however, as of the Option Exercise/Closing Date the only mortgage to which the Unit(s) will be subject will be the mortgage referred to in Paragraph 9 hereof, if any, as well as any other mortgage(s) obtained by Optionee.

9. Financing Application.

9.1 Optionee shall in good faith make a truthful and complete application to TBI Mortgage and any other lender of Optionee's choosing for the purchase of the Unit(s). Optionee represents to Optionor that the information contained in the loan qualification questionnaire already provided to Optionor is truthful and accurate as of the date of Optionee's execution hereof and Optionee acknowledges that Optionor is relying on Optionee's information. Optionee agrees to submit a loan application to TBI Mortgage Company ("TBI Mortgage") at no cost to Optionee within fourteen (14) days of Optionee's execution of this Agreement ("Mortgage Application Period"), under conditions herein stated for a mortgage amount not to exceed _____, for a term of not less than _____ years at the prevailing interest rate. Optionee may also submit an application at Optionee's own expense to any mortgage lender of Optionee's choosing within the Mortgage Application Period. If Optionee chooses to apply to a lender other than TBI Mortgage, Optionee shall, within the Mortgage Application Period, complete and return to Optionor the Request for Lender Information form (attached hereto and made a part hereof as "Exhibit C").

9.2 Optionee shall furnish, within five (5) days of any request, all information required by any lender. Optionee acknowledges that Optionor is relying on Optionee's information in determining to proceed with building the Unit(s). Optionee agrees immediately to send Optionor copies of any notice from Optionee's lender(s)

rejecting Optionee's loan application(s). If Optionee is not approved for a mortgage within sixty (60) days of the date of Optionee's execution of this Agreement, Optionor shall extend the mortgage application approval process until such time as: (1) Optionor submits another application on substantially the same terms described above to a lender chosen by Optionor, with no additional application fee to Optionee, or (2) Optionor declares this Agreement null and void in which event all sums paid on account of the purchase price and extras shall be returned to Optionee with interest, if any, and neither party shall have any further rights or liabilities hereunder.

9.3 Optionee agrees within five (5) days of receipt (i) to accept a loan commitment from the lender that Optionee intends to use for settlement and (ii) to mail an executed copy of the commitment to Optionor. Optionee further agrees to execute all documents and pay all fees required to consummate the mortgage transaction. By accepting the loan commitment, Optionee agrees to be responsible for and bear the risk of meeting all conditions, if any, including but not limited to, the sale of other real estate presently owned by Optionee. Optionee's failure to fulfill any of such conditions or the termination or expiration of the mortgage commitment after it is received, for any reason, shall not entitled Optionee to a return or refund of the Option Payments, or, if the Option is exercised, release Optionee from its obligation to pay the Purchase Price.

10. Default by Optionee.

10.1 If Optionee shall exercise the Option and fail to pay any portion of the Purchase Price and/or concurrently close title on the date, hour and place specified by Optionor pursuant to Paragraphs 2 and 3 hereof, or shall fail to perform any of Optionee's other obligations hereunder (including, without limitation, the obligation to furnish any lender promptly with such information as such lender may require, and the obligation to accept a commitment on the terms set forth in this Agreement), such failure shall constitute a default by Optionee and Optionor may send notice to Optionee of Optionor's intention to cancel this Agreement if such default shall not be cured within thirty (30) days from the Optionee's receipt of such notice. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from Optionee's receipt of such written notice, Optionor may (but shall not be obligated to) elect to cancel this Agreement by notice of cancellation to Optionee sent after the cure period has expired. In the event that Optionor shall elect so to cancel this Agreement, Optionor shall certify to its attorneys, Seiden & Schein, P.C., that title has not closed because of Optionee's default and that Optionor has elected to cancel this Agreement by reason thereof, and Seiden & Schein, P.C.. shall cause to have paid over to Optionor, as liquidated damages, the Option Payment (but in no event to exceed ten percent (10%) of the Purchase Price of the Unit(s), and ten percent (10%) of the License Fee for the Storage Bin(s), if applicable) and the interest earned thereon (if any), and upon such payment being made, each of the parties hereto shall be relieved of any further liabilities or obligations hereunder, except as to provisions in this Agreement which specifically survive the cancellation of this Agreement. If this Agreement shall be canceled by Optionor pursuant to the provisions of this Paragraph 10,

Optionor may sell the Unit(s) to any third party and shall be under no obligation to account to Optionee for any part of the proceeds of such sale. Seiden & Schein, P.C. may rely upon the truth and accuracy of the facts contained in Optionor's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10.2 Notwithstanding the above, in the event of an Optionee default, Seiden & Schein, P.C. ("Escrow Agent") will, subject to Paragraph 17.4 below, hold funds in escrow until otherwise directed in:

(i) a writing signed by both Optionor and Optionee; or

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

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

If there is no written agreement between the parties to release the escrowed funds, Escrow Agent will not pay the funds to Optionor until Escrow Agent has given Optionee not less than ten (10) business days prior written notice. Thereafter, the escrowed funds may be paid to Optionor unless Optionee 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.

Optionor will not object to the release of the escrowed funds to:

(i) a Optionee who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan (except for escrowed funds pertaining to Special Work); or

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

Optionees and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Option Payment and any interest thereon. Optionor 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 Offering Plan. The party applying for a determination must send all other parties a copy of the application.

11. No Assignment and Prohibition Against Advertising. Optionee shall have no right to assign this Agreement without Optionor's prior written consent, which consent may be withheld or denied by Optionor for any reason or no reason. Any purported assignment of this Agreement in violation thereof shall be voidable at the option of Optionor. In addition, prior to Closing, Optionee shall not list the Unit(s) for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit(s) for sale or lease.

12. **Notices**. Any notice to be given hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or personal delivery to Optionee at the address given above with a copy to Optionee's attorney (named on Page 1 of this Agreement) and to Optionor at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538 (with copy to Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York 10022, Attention: Alvin Schein, Esq.) or at such other address as either party may hereafter designate to the other in writing. Notice shall be deemed to be given upon actual receipt by either party, except that if any notice is refused, or if notice is undeliverable but not returned to the addressor, then such notice shall be presumed received after five (5) days from mailing.

13. **No Representation**. Except as herein or in the Offering Plan specifically set forth, Optionee acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Optionor, Optionor's attorney or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit(s), the size or the dimensions of the Unit(s) or the rooms therein contained or any other physical characteristics thereof, the Building services, the estimated Common Charges and expenses allocable to the Unit(s) or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Optionee. Optionee agrees that Optionor shall have no liability or responsibility to Optionee if the layout or dimensions of the Unit(s) or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building is not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the Building in accordance with the Offering Plan and that Optionee will not be entitled to a refund or return of the Option Payments, or, if the Option is exercised, relieved from its obligation to pay the Purchase Price by reason of any minor inaccuracy or error.

14. **Recording of Deed and Power of Attorney**. If the Option is exercised, at the Closing, Optionee will deliver the executed deed received from Optionor and executed and acknowledged power of attorney to the representative of the title company, if any, or to Optionor for recording in the Office of the Register of the City of New York, County of Kings. Such deed and power of attorney will be substantially in the forms for such documents which are set forth in the Offering Plan. At no time shall this Agreement be recorded.

15. **Binding Effect**. This Agreement shall not be effective or binding on Optionor until a counterpart hereof is executed by Optionor and delivered to Optionee. Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

16. **Agreement Subject to Offering Plan Becoming Effective; Optionor's Right to Cancel**. This Agreement is contingent upon the Offering Plan being declared effective. The Offering Plan may be abandoned by Optionor at any time prior to its being declared effective, provided Agreements for Units totaling not more than 80% of the Common Interests of the Condominium have been executed and accepted. If the

Offering Plan is abandoned or does not become effective this Agreement shall be deemed canceled, and the Offering Plan terminated and Optionee is to receive back, not later than twenty (20) days thereafter, in full, all monies paid by him hereunder, with the interest earned thereon, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Offering Plan. If, after the Offering Plan is declared effective, title to the Unit shall not close within the time set forth in the Offering Plan for any reason other than Optionee's default or Optionee's failure to exercise the Option, then, at Optionee's option, upon prior written notice sent by Optionee to Optionor within fifteen (15) days subsequent to the end of the scheduled Option Exercise/Closing Date, after permitted adjournments, this Agreement shall be deemed canceled. If this Agreement is canceled pursuant to the provisions of this Paragraph, then not later than twenty (20) days thereafter, Optionee shall receive a refund in full, of all monies paid by Optionee hereunder, with the interest earned thereon, if any. Upon such repayment, neither party shall have any claim against the other arising out of this Agreement and both shall be released from all obligations hereunder.

17. Monies to be Held in Trust; Payment of Purchase Price; Notice of Closing.

17.1 The required Option Payment pursuant to this Agreement will be ten percent (10%) of the Purchase Price for the Unit(s), and, if applicable, ten percent (10%) of the License Fee of the Storage Bin. All monies, including all deposits, option payments or advances, received by Optionor through its agents or employees pursuant to this Agreement either prior to or subsequent to the consummation of the Offering Plan will, unless and until a distribution or withdrawal of those funds is permitted under this Agreement, be deposited by Escrow Agent in a segregated, special escrow account or accounts titled "Seiden & Schein, P.C., Attorney Escrow Account," or similar name, with the name of Optionee and Unit(s) number added to the title of a sub-account with Citibank, N.A. at its branch located at 399 Park Avenue, New York, New York. Such account or accounts shall be interest bearing if so requested by Optionee in accordance with Section 71-a(3) of the Lien Law. Such funds shall be deposited by Escrow Agent within five (5) business days after this Agreement is executed by all necessary parties. Such funds will be held in trust in accordance with the escrow and trust provisions of Sections 352(h) and 352-e(2-b) of the New York General Business Law, the terms and conditions of the Offering Plan, and the Regulations promulgated pursuant to said Section 352-e(2-b) by the Attorney General's Office. Such funds will be disbursed only upon written instructions of a member of Seiden & Schein, P.C. (Optionor's attorneys) as follows: (i) to Optionor, or as directed by Optionor, if the Offering Plan is declared effective, the Option is exercised and title closes hereunder, or if Optionee fails to exercise the Option or if Optionee defaults hereunder; or (ii) to Optionee, if the Offering Plan is abandoned or withdrawn or title does not close because of Optionor's default, or if this Agreement is canceled (without default by either party) in accordance with its terms. Option Payments, with any accumulated interest, shall remain the property of Optionee except as provided by law. Optionor is required by law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Optionee's Option Payment, if any. Optionee will be taxed accordingly on such interest.

17.2 Option Payments will be retained in the special escrow account as set forth above until: (i) Optionor performs under the terms of this Agreement, or (ii) Optionee rescinds or defaults in performance of this Agreement, thereby excusing performance by Optionor, or (iii) Optionee elects not to exercise its Option, or (iv) release or discharge of Optionor's liability to refund the Option Payment, or (v) transfer of title to the Unit(s) to the Optionee, or (vi) by mutual consent of Optionor and Optionee, including provisions in the previous paragraph, (vii) as provided for in the Section of the Offering Plan entitled "Procedure to Purchase," which is incorporated herein by reference or (viii) upon a withdrawal pursuant to Paragraph 17.4. By signing this Agreement, Optionee will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Option Payment to Optionor in the event Optionor and Optionee close title under this Agreement.

17.3 The balance of the Purchase Price will not be payable unless and until the Option is exercised and upon Closing of title to the Unit(s).

17.4 Notwithstanding the foregoing in this Paragraph 17, Optionee agrees and acknowledges that Optionor may withdraw from escrow any Option Payments made by Optionee for Optionor's use upon the issuance of one or more letters of credit ("Letters of Credit") from a bank that is authorized to do business in the State of New York in order to secure such amounts. The amount of the Letters of Credit will secure at least 125% of the aggregate of all Option Payments received from Purchasers in The 2 Northside Piers Condominium and not retained in escrow.

18. Equipment and Furnishings. If the Option is exercised, at Closing Optionor will provide Optionee with only the fixtures, equipment, hardware, appliances and furnishings referred to in the Offering Plan, which are included in the Purchase Price of the Unit(s). Furnishings, equipment, appliances and decorations in any model unit or sales office not referred to in the Offering Plan are excluded from this sale unless specifically included by a rider to this Agreement. The cost of any such items will be added to the Purchase Price of the Unit(s).

19. Acceptance of Condition of Unit(s); Risk of Loss.

19.1 The signing of this Agreement by Optionee signifies Optionee's acceptance of the description of the improvements to the Property as represented by Sponsor in the Offering Plan, including the Building, the Common Elements, and the Unit(s) and all proposed fixtures, machinery, equipment, furnishings, appliances, installations and other personal property to be installed by Sponsor therein (hereinafter collectively called "Installations"). Optionee acknowledges having read the Section entitled "Description of Property and Specifications" set forth in Part II of the Offering Plan, which sets forth a description of the proposed Building construction, and acknowledged having been given the opportunity to review the reports referred to in the Section of the Offering Plan entitled "Sponsor's Statement of Building Condition". Optionee understands that Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit(s) or the Installations, except as may otherwise be set forth in the Offering Plan.

19.2 Inspection of the Unit(s):

19.2.1 Within three (3) working days after telephone or written notification by Optioner that the Unit(s) is ready for inspection, Optionor and Optionee will schedule an inspection and orientation of the Unit(s) (the "Inspection"). During the Inspection, Optionor and Optionee will identify repairs, adjustments and incomplete work, which items are Optionor's responsibility ("Punch List"). Any Punch List items shall be serviced or completed within a reasonable period of time before or after closing, at Optionor's discretion. Optionee hereby acknowledges that no escrow, reserve or holdback of any nature with respect to the Punch List items shall be established or held at closing and the Punch List items shall in no way delay Closing or reduce the Purchase Price.

19.2.2 Optionee hereby acknowledges that Optionor shall not be responsible for consequential damages as a result of Optionor's actions/inactions or obligations under this Paragraph.

19.2.3 Optionee agrees, for itself and its agents, employees and designees, not to enter or take possession of the Property at any time, for any reason, prior to the closing, delivery of the Deed and payment of all the monies due. If Optionee violates this clause, Optionee shall be considered a trespasser in the Property and shall be considered in default of this Agreement.

19.3 Except as set forth below, the risk of loss from fire or other casualty with respect to the Unit(s) shall remain with Optionor until the Closing of title for the Unit(s). Optionor, at its sole discretion, reserves the right to either repair or restore such Unit(s), whereupon Optionee, if the Option is exercised, shall be obligated to close without an abatement in the Purchase Price, or not repair or restore and grant Optionee the right to rescind the Agreement. Subsequent to the filing of an amendment substantiating effectiveness of the Offering Plan, Optionor may be required to repair or restore as set forth below. Notwithstanding the above, in the event that Optionee, or one claiming by or through Optionee, enters into possession of the Unit(s) prior to the Closing of title, then Optionee shall bear the risk of loss or other casualty with respect to the Unit(s), except as otherwise stated in the Offering Plan. Additionally, Optionee shall be solely responsible for any damage to, or loss or other condition in, the Unit(s) and Optionor shall not be obligated to repair any damages to the Unit(s) or his appliances, fixtures and equipment, except as otherwise stated in the Offering Plan. However, Optionee does not assume the risk of loss to the Unit(s) if the cause of such loss originated outside his Unit(s) and did not result from the acts of Optionee or the other occupants of the Unit(s) or Optionee's guests, invitees or workmen. If Optionee is obligated to repair the damage in accordance with the foregoing, then his failure to repair the damage shall not excuse him from paying the full Purchase Price under this Agreement if the Option is exercised and to reimburse Optionor for the repair of all damage or casualty.

19.4 With respect to all risk of loss after an amendment substantiating effectiveness of the Offering Plan has been filed but prior to Closing, Optionor is not obliged or liable to repair the damage or restore the Unit(s) other than to repair damage or destruction from fire or other casualty to the Property to the extent of an aggregate of an amount equaling one half of one percent of the Total Purchase Price set forth on the front cover of the Offering Plan (minus certain amounts which Optionor is required to spend to cure or comply with any work order from an insurer or to cure or comply with a defect in title or hazardous or dangerous condition against the Property which did not exist on the date of acceptance of the Offering Plan). If Optionor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage which Optionor is not required to repair or replace, (i) this Agreement shall continue in full force and effect, (ii) Optionee will not have the right to reject title to the Unit(s) or to receive a credit against, or abatement of, the Purchase Price, and (iii) Optionor will be entitled to a reasonable period of time to complete (or to permit the Condominium Board to complete) such repairs or replacements. The Option will not be exercisable unless and until (i) the Unit(s) has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty, and (ii) its essential services (such as gas, electricity and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will belong entirely to Optionor (subject to the rights, if any, of the Condominium Board or other Unit Owners) and if such proceeds are paid to Optionee, Optionee will promptly, upon receipt, turn them over to Optionor. The provisions of the preceding sentence will survive the Closing.

19.5 In the event Optionor is not obligated to restore or repair as set forth above and notifies Optionee that it does not elect to repair or restore the Unit(s), or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's Bylaws, this Agreement will be deemed canceled and of no further force or effect and Optionor will instruct its attorneys to return to Optionee all monies paid by Optionee (with interest, if any), whereupon the parties will be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Optionee is then in default hereunder (beyond the applicable grace period, if any), Optionor will retain the sums deposited hereunder as liquidated damages.

20. Limitation of Optionor's Liability. Optionor's liability under this Agreement for failure to complete and/or deliver or have delivered title for any reasons whatsoever shall be limited to the return of the money paid hereunder (with interest, if any), and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, Optionor shall not be required to bring any action or proceeding to render the title to the Unit(s) marketable or to cure any objection to title.

21. Definitions.

21.1 The term "Optionee" shall be read as "Optionees" if more than one person are purchasers hereunder, in which case their obligations shall be deemed joint and several.

21.2 Except where otherwise herein defined, capitalized terms used herein shall have the same meanings as are ascribed thereto in the Offering Plan.

21.3 The "Contract Date" on Page 1 of this Agreement shall be filled in by Optionor only upon signing this Agreement, and shall be no less than three (3) days from the date that Optionor actually signs this Agreement.

22. Gender. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. Other Agreements. This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them, and no oral representations or statements shall be considered a part hereof.

24. Amendment of Agreement. This Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. Brokerage. Optionee represents and warrants to Optionor that Optionee did not negotiate with any broker for the purchase of the Unit(s) other than the Selling Agent and the Broker named on Page 1 of this Agreement. Optionee and Optionor each agree to indemnify and hold each other harmless from any and all liabilities arising from claims made against them for commissions by any broker other than the above-named on account of each other's act or the acts of each other's representatives. Optionor shall pay the commission of the above named broker(s) pursuant to a separate agreement. The provisions of this Paragraph shall survive the Closing or the cancellation of this Agreement.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

27. Jury Waiver. Optionee hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Agreement or the relationship of the parties as Optionee and Optionor, or the right of Optionee to any statutory relief or remedy. Optionee, on behalf of Optionee and all permanent residents of the Unit(s), including minor children, hereby agrees that any and all disputes with Optionor, Optionor's parent company or its subsidiaries or affiliates arising out of the Unit(s), this Agreement, any other agreements, communications or dealings involving Optionee, or the construction or condition of the Unit(s) including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Optionor, on-site and off-site conditions and all other torts and

statutory causes of action ("Claims") shall be resolved by binding arbitration in accordance with the rules and procedures of Construction Arbitration Services, Inc. ("CAS") or its successor or an equivalent organization mutually agreed upon by the parties. If CAS is unable to arbitrate a particular claim, then that claim shall be resolved by binding arbitration pursuant to the Construction Rules of Arbitration of the American Arbitration Association or its successor or an equivalent organization mutually agreed upon by the parties. In addition, Optionee agrees that Optionee may not initiate any arbitration proceeding for any Claim(s) unless and until Optionee has first given Optionor specific written notice of each claim (at 250 Gibraltar Road, Horsham, PA 19044, Attn: Warranty Dispute Resolution) and given Optionor a reasonable opportunity after such notice to cure any default, including the repair of the Unit(s), in accordance with the Offering Plan. The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq. and shall survive settlement. The provisions of this paragraph shall survive the closing of title.

28. Acceptance by Optionor. Within thirty (30) days after delivery by Optionee to Optionor or Optionor's agent of this Agreement as executed by Optionee, Optionor will either:

(a) accept this Agreement and cause to be returned to Optionee a fully executed counterpart thereof, or;

(b) reject this Agreement and refund the Option Payment tendered by Optionee.

THE SUBMISSION OF THIS AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER TO SELL, OR AN OPTION TO PURCHASE, AND THIS AGREEMENT SHALL NOT BE BINDING UPON SELLER UNLESS AND UNTIL IT IS EXECUTED AND DELIVERED BY BOTH OPTIONEE AND OPTIONOR AND, IN SUCH EVENT, SUBJECT TO ALL THE TERMS AND CONDITIONS HEREOF.

29. Transfer Tax Return. If the Option is exercised, at Closing, Optionee will duly complete and sign before a Notary Public the Real Property Transfer Tax Return required to be filed with the City of New York and the appropriate New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (NYS form TP-584 or its successor) required to be filed with the Kings County Register's office. These transfer tax returns shall be delivered at Closing to the representative of Optionee's title insurance company (or, if none, to Optionor's attorney) for filing with the proper governmental offices. Optionee shall also execute and deliver to Optionor a W-8 or W-9 Internal Revenue Service form.

30. Marble, Stone and Wood. The marble, stone and wood in the Unit are products of nature and, therefore, variations in color, texture and surface smoothness are expected. Each of these products may have pronounced imperfections and veining in its finished surface. Purchaser has reviewed the marble, stone and wood samples in the sales center and understands that there are inherent variations between the different marble, stone, and wood selections. In addition, the locations of seams in countertops installed by

Seller in the Unit will be determined by the manufacturer based upon length and layout at the manufacturer's discretion.

31. **Conflict with Offering Plan**. Any conflict between the Offering Plan and this Agreement or the Exercise of Option will be resolved in favor of the Offering Plan.

32. **Foreign Investment in Real Property Tax Act**. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after January 1, 1985, the purchaser of such real property interest must deduct and withhold a tax equal to ten percent (10%) of the Purchase Price unless the seller furnishes a certificate that it is not a foreign entity or individual. Optionor will furnish to Optionee a non-foreign certification at closing, thereby complying with FIRPTA and relieving Optionee from any withholding obligations.

33. **Partial Assignment of Mortgage**. In the event that Purchaser applies for mortgage financing, and in the event that Seller has an outstanding mortgage loan ("Mortgage") at the time of Closing, Purchaser shall make a good faith effort to cooperate with Seller and Seller's lender to facilitate a partial assignment of Seller's Mortgage to Purchaser, as more fully described in the "Unit Closing Costs and Adjustments" section of the Offering Plan.

34. **Rules of Construction.** There shall be no presumption against the draftsman of this Agreement or the Offering Plan.

35. **Strict Compliance**. Any failure by Optionor to insist upon the strict performance by Optionee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Optionor notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Optionee of any and all of the provisions of this Agreement to be performed by Optionee.

36. **Performance by and Liability of Optionor.** Optionee's acceptance of the deed for the Unit(s) shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Optionor to be performed pursuant to the provisions of this Agreement, the Exercise of Option, the Offering Plan, General Business Law §352-e, and applicable regulations thereunder, except those (if any) herein or therein expressly stated to survive delivery of such deed.

37. **Captions**. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement, or the intent of any provision hereof.

[SIGNATURE PAGE FOLLOWS]

YOU HAVE THE OPTION TO CANCEL YOUR AGREEMENT BY NOTICE TO THE OPTIONOR UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING YOUR SIGNING OF THE AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF YOUR SIGNING THE AGREEMENT, THE AGREEMENT MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF YOUR SIGNING.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Agreement as of the Contract Date.

_____

OPTIONEE:
DATE: _____

_____

OPTIONEE
DATE: _____

ACCEPTED:

KENT AVENUE PROPERTY 2 LLC

BY: TMF KENT PARTNERS, LLC, MEMBER

BY:_____

DATE: _____

EXHIBIT A

FORM OF STORAGE BIN LICENSE AGREEMENT

THIS STORAGE BIN LICENSE AGREEMENT (this "Agreement") by and between The Board of Managers of The 2 Northside Piers Condominium having an office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538 ("Licensor") and _____ having an address at _____, Unit __, Brooklyn, New York ('Licensee").

WHEREAS, The 2 Northside Piers Condominium (the "Condominium") is governed by a certain Declaration of Condominium dated _____, 200_, recorded in the New York County Office of the Register of the City of New York on _____, 200_ under File No. (CRFN) _____, as the same has been or may be amended from time to time (the "Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the Residential Rules and Regulations of the Condominium, as the same has been or may be amended from time to time (the "Residential Rules and Regulations") (the Residential Rules and Regulations, the Declaration, the By-Laws are collectively referred to as the "Condominium Documents"); and

WHEREAS, in a portion of the first floor of the Condominium there are Residential Common Elements (the "Licensed Area") in which storage bins have been installed for use by permitted Residential Unit Owners or lessees of permitted Residential Unit Owners; and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring Residential Unit in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of storage bin # _____ (the "Designated Storage Bin") for so long as Licensee owns a Residential Unit in the Condominium, unless this License (as hereinafter defined) is assigned to or assumed by another permitted Residential Unit Owner;

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a license for the exclusive use of the Designated Storage Bin (the "License"), and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof and terminating in ninety-nine (99) years from the date hereof.

2. The Designated Storage Bin may be used for the storage of personal effects of the Residential Unit Owner, and in no event shall any food or other perishable item or any flammable or explosive item be stored in the Designated Storage Bin.

3. Licensee shall not (a) store any property in the Licensed Area outside of the Designated Storage Bin; or (b) allow any other person to use the License, except in accordance with the terms hereof.

4. This License may be assigned by Licensee, at any time, provided, however, that (i) the assignee is a Residential Unit Owner at the Condominium or a lessee of a Residential Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder substantially in the form annexed hereto as Exhibit A, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements, as the same maybe modified from time to time, and the Condominium Board consents to such assignment, and (iv) no outstanding monies are owed to the Condominium by the Licensee and/or the assignee. Notwithstanding the foregoing, this License shall automatically terminate at such time as the Licensee no longer owns a Residential Unit in the Condominium, unless this License is assigned to and assumed by another Residential Unit Owner.

5. Licensee represents that it has made a thorough inspection of the Licensed Area and agrees to take same in its "as is" condition as of the date of this Agreement. Licensee shall throughout the term of this Agreement, take good care of and maintain the Designated Storage Bin. All repairs and replacements to the Designated Storage Bin as well as the Licensed Area shall be performed by the Condominium Board and the cost thereof shall be a Residential Common Expense, unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, then the entire cost and expense of such repair or replacement shall be borne by such Licensee.

6. Neither Licensor nor its respective agents or employees shall be liable for any theft or damage to any property stored in the Licensed Area and the Designated Storage Bin.

7. The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

8. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Designated Storage Bin until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

9. The Condominium Board or its agents shall have the right, but not the obligation, to open the Designated Storage Bin in an emergency at any time,

and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Designated Storage Bin and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

10. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Designated Storage Bin or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this Agreement.

11. Licensee shall indemnify and hold the Licensor and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family, servants, employees, agents, guests and invitees in connection with this License.

12. Licensee shall be obligated to reimburse the Licensor for any legal fees and disbursements incurred by the Licensor in defending the rights of the Licensor under this Agreement or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

13. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

14. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

15. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

16. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any

transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

18. Notwithstanding anything to contrary contained herein, any default of the Agreement shall be deemed a default hereunder, and any default hereunder shall be deemed a default under the Agreement.

19. All terms not defined herein shall have the meaning ascribed to them in the Condominium Documents.

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

LICENSOR:

Board of Managers, The 2 Northside Piers Condominium

By:_____

LICENSEE:

_____
Name:

EXHIBIT A
TO FORM OF STORAGE BIN LICENSE AGREEMENT

ASSIGNMENT AND ASSUMPTION
OF STORAGE BIN LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF STORAGE BIN LICENSE AGREEMENT (this "Assignment") made as of the _____ day of _____, _____ by and between _____ (hereinafter referred to as the "Assignor"), having an address at _____, New York _____ and _____ (hereinafter referred to as the "Assignee"), having an address at _____, New York _____.

WITNESSETH:

WHEREAS, Assignor executed a certain Storage Bin License Agreement dated _____ (the "License Agreement") to have the exclusive right to use Storage Bin #__ located in the cellar of The 2 Northside Piers Condominium, located at 2 Northside Piers, Brooklyn, New York, in accordance with the terms of the Condominium Offering Plan dated _____, 200_ (the "Plan") as amended to date; and

WHEREAS, the Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in and to the License Agreement; and

WHEREAS, the Assignee desires to assume all of the obligations and responsibilities of the Assignor in and to the License Agreement; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: The Assignor hereby assigns to the Assignee, from and after the date hereof, all of the Assignor's right, title and interest in and to the License Agreement, a copy of which is attached hereto and made a part hereof, for a purchase price of $_____.

2. ASSUMPTION: The Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of the Assignor in and to the License Agreement as if the Assignee had signed the License Agreement originally as "Licensee."

3. AUTHORIZATION AND DIRECTION: The Assignor and the Assignee hereby authorize and direct the Condominium to have the

books and records of the Condominium reflect that Assignee has the exclusive right to use Storage Bin # ___.

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this Assignment and Assumption of Storage Bin License Agreement on the day and year first above written.

ASSIGNOR:

ASSIGNEE:

APPROVED BY:

BOARD OF MANAGERS OF
THE 2 NORTHSIDE PIERS CONDOMINIUM

EXHIBIT B

EXERCISE OF OPTION

This Exercise of Option ("Exercise of Option") is made on or as of this _____ day of _____ 200___ (the "Option Exercise/Closing Date") by _____ (if more than one, collectively, "Buyer"), whose address is _____.

1. Kent Avenue Property 2 LLC, a Delaware Limited Liability Company ("Seller") and Buyer have entered into this Exercise of Option pursuant to that certain Option Agreement between Seller, as Optionor, and Buyer, as Optionee, having an effective date of _____ (the "Option Agreement"). Buyer hereby exercises the Option pursuant to Paragraph 2 of the Option Agreement.

2. Capitalized terms used in this Exercise of Option without definition have the meaning set forth in the Option Agreement, and, if not defined therein, as so defined in the Offering Plan.

3. Buyer acknowledges that any and all conditions in the Option Agreement as to Buyer's obligation to purchase the Unit(s) upon exercise of the Option have either been fully satisfied or waived by Buyer, other than as described in the Punch List.

IN WITNESS WHEREOF, Buyer has executed this Exercise of Option as of the _____ day of _____ 200__.

_____
BUYER:
DATE: _____

_____
BUYER:
DATE: _____

EXHIBIT C

REQUEST FOR LENDER INFORMATION FORM

(SEE FOLLOWING PAGE)

REQUEST FOR LENDER INFORMATION

PLEASE COMPLETE AND RETURN TO OUR SALES OFFICE NOT LATER THAN FOURTEEN (14) DAYS FROM THE DATE OF BUYER'S EXECUTION OF AGREEMENT OF SALE

Customer _____
Lot: _____
Community: _____

Please be advised that we made mortgage application with:

Lender: _____
Address: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____
Date of Application: _____
Mortgage Amount: _____
Mortgage Commitment Anticipated: _____
(Date)

Mortgage Type:		Fixed		1 Yr. ARM	3 Yr. ARM		Other
Interest Rate:		Floating		Locked	If Locked:		Rate

Person with Whom Application was Filed: _____

Also, please send copies of correspondence and closing information to:
Name: _____
Address: _____
Telephone No.: _____

Authorization is hereby expressly given for the above mentioned Lender to release to TOLL BROTHERS, INC. and its affiliates and related companies any or all requested information concerning bank accounts, insurance policies, employment or mortgage verifications, and status reports related to the approval of my/our application for a mortgage loan in connection with the above property. The information requested is being requested for use in connection with a bona fide "permissible purpose" as defined in the Fair Credit Reporting Act.

Date: _____ Purchaser: _____

Date: _____ Purchaser: _____

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: 2 Northside Piers
Brooklyn, New York 11211

Name of Project: The 2 Northside Piers Condominium

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 timeshare.
[ ] other:_____

7. Name and Address of Sponsor: Kent Avenue Property 2 LLC, 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538.

8. Name and Address of Escrow Agent: Seiden & Schein, P.C., 570 Lexington Avenue, 14th Floor, New York, New York 10022.

9. If down payments are maintained in an escrow account:

   (a) Name of account: Seiden & Schein, P.C. Attorney Escrow Account

   (b) Name and address of bank: Citibank, N.A., 399 Park Avenue, New York, New York 10022.

   (c) Account number (if known): Control Account Number 53491034

   (d) Initial interest rate (if known): Approximately 1%

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) The Plan:

[ ] has been declared effective.
Approximate date:_____

[ ] has not been declared effective.

(c) If effective, the Plan:

[ ] has closed or the first unit has closed.
Approximate date:_____

[ ] has not closed.

[ ] don't know.

(d) Down payments are secured by:

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed:_____

(c) Date(s) of down payment(s):_____

(d) Total amount of down payment(s):_____

(e) Names and addresses of subscribers or purchasers affected by this application:

_____
_____
_____
_____

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

_____
_____
_____
_____
_____
_____
_____
_____

_____

_____

15. I am contemporaneously sending a copy of this application to the following persons:

_____

_____

_____

_____

_____

_____

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawfiil 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: _____

_____

_____

ESCROW AGREEMENT
(re Option Payments)

ESCROW AGREEMENT ("Agreement") made this ___ day of _____, 200__ between **KENT AVENUE PROPERTY 2, LLC** ("Sponsor"), as Sponsor and Holder of Unsold Units under the Offering Plan for the premises at 2 Northside Piers, Brooklyn, New York 11211, and **SEIDEN & SCHEIN, P.C.** ("Escrow Agent"), as escrow agent.

WHEREAS, Sponsor is the Sponsor under the Condominium Offering Plan for premises located at 2 Northside Piers, Brooklyn, New York (the "Offering Plan"); and

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

WHEREAS, Sponsor desires that Escrow Agent act as escrow agent for deposits and payments by Purchasers, pursuant to the terms of this Agreement.

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 Sponsor and Escrow Agent hereby establish an escrow account (the "Escrow Account") with Escrow Agent for the purpose of holding deposits or payments made by purchasers or subscribers. The Escrow Account has been opened with Citibank, N.A. (the "Bank") at its branch located at 399 Park Avenue, New York, NY 10022. The account number is [redacted]

1.2 The name of the Escrow Account is SEIDEN & SCHEIN, P.C. ATTORNEY ESCROW ACCOUNT.

1.3 Jay G. Seiden, Esq. and Alvin Schein, Esq., principals of Escrow Agent, are the sole signatories on the Escrow Account.

1.4 The Escrow Account shall be an interest-bearing account as disclosed in the Offering Plan.

1.5 The Escrow Account is not an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

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

2.2 Within ten (10) business days after tender of the deposit submitted with the Agreement, Escrow Agent shall notify the Purchaser of the deposit of such funds (the "Escrowed Funds") in the Bank, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the Purchaser may cancel the Agreement and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Escrowed Funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 Escrow Agent shall not release the Escrowed Funds of a defaulting Purchaser until after consummation of the Offering Plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve Sponsor of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 Escrow Agent shall continue to hold the Escrowed Funds in escrow until otherwise directed in (a) a writing signed by both Sponsor and Purchaser, or (b) a determination of the Attorney General, or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of Escrowed Funds.

3.3 Sponsor shall not object to the release of the Escrowed Funds to a Purchaser who timely rescinds in accordance with an offer of rescission contained in an amendment to the Plan, as described in the Plan.

3.4 If there is no written agreement between the parties to release the Escrowed Funds, Escrow Agent shall not pay the funds to Sponsor until Escrow Agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Escrowed Funds may be paid to Sponsor unless the Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions

contained in the Attorney General's regulations and has so notified Escrow Agent in accordance with such provisions.

4. RECORDKEEPING.

4.1 Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of the Escrowed Funds.

4.2 Upon the dissolution of a law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

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

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 Escrow Agent shall maintain the Escrow Accounts called for in this Agreement under the direct supervision and control of Escrow Agent.

5.2 A fiduciary relationship shall exist between Escrow Agent and Purchasers, and Escrow Agent acknowledges its fiduciary obligations.

6. RESPONSIBILITIES OF SPONSOR.

6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to Escrow Agent.

6.2 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is 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 with the Department of Law providing for a successor Escrow Agent; or

(b) The resignation of Escrow Agent upon giving notice to Sponsor of its desire to so resign which resignation shall

take effect only upon the filing of an amendment with the Department of Law providing for a successor Escrow Agent; or

(c) All Units offered pursuant to the Offering Plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of Escrow Agent as described in paragraph 7.1 above, Escrow Agent shall deliver any and all Escrowed Funds held by it in escrow and any and all contracts or documents maintained by Escrow Agent to the new escrow agent.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon Sponsor and Escrow Agent and their successors and assigns.

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

10.1 Sponsor agrees that Escrow Agent's compensation shall not be paid from Escrowed Funds nor from any interest accruing thereon and that compensation to Escrow Agent, if any, shall not deducted from the Escrowed Funds by any financial institution under any circumstance.

11. SEVERABILITY.

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

12. ENTIRE AGREEMENT.

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

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

SEIDEN & SCHEIN, P.C.

By:_____
Alvin Schein

KENT AVENUE PROPERTY 2, LLC
BY: TMF KENT PARTNERS, LLC, MEMBER

BY:_____
David von Spreckelsen,
Manager

FORM OF

POWER OF ATTORNEY

POWER OF ATTORNEY

The undersigned, _____, residing at _____, being the Unit Owner of Unit No. ___ in the Condominium known as The 2 Northside Piers Condominium (the "Condominium"), consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 200_ , and recorded in the Kings County office of the Register of the City of New York on _____, 200__ in CRFN _____ and on the Floor Plans on file in said office as Map No. _____, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of The 2 Northside Piers Condominium, acting jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their Common Interests, any Unit whose Unit Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Unit Owner desires to rent the same, at such price or on such rental, as the case may be, pursuant to the offer as required by the right of first refusal, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

This Power of Attorney affects Condominium Unit No. _____ in The 2 Northside Piers Condominium, located at _____, Brooklyn, New York, and identified on the Tax Map of the City of New York for Kings County as Tax Lot _____ on Block 2340.

The undersigned do(es) hereby nominate, constitute and appoint Kent Avenue Property 2 LLC ("Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its Designee in accordance with Article 16 of the

Declaration or (2) shall be required by (a) an institutional lender procured by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any 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) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned have (has) executed this Power of Attorney this __ day of _____, 200_.

_____

_____

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

On the ____ day of _____in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

POWER OF ATTORNEY

_____,
as Unit Owner

Unit No. _____ in The 2 Northside Piers Condominium

Tax Map Identification:

Tax Block 2340
Lot _____
Kings County

Record and Return to:

SEIDEN & SCHEIN, P.C.
570 Lexington Avenue
New York, New York 10022

FORM OF

RESIDENTIAL UNIT DEED

RESIDENTIAL UNIT DEED

THIS INDENTURE made the _____ day of _____, 200__, between **KENT AVENUE PROPERTY 2 LLC**, a Delaware limited liability company having an office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538 (the "Grantor"), and _____, residing at _____ (the "Grantee").

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The unit known as Unit No. _____ in the Building known as 2 Northside Piers, Brooklyn, New York, and also designated and described as Unit No. _____ in the Declaration comprising The 2 Northside Piers Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 200__ , and recorded in the Kings County Office of the Register of the City of New York, on the _____ day of _____, 200__, in CRFN _____ (hereinafter called the "Declaration"), which Unit is also designated on the Floor Plan of the Building, certified by _____, and filed in the said Office of the Register of the City of New York, County of Kings as Map No. _____ (hereinafter called the "Unit").

The Unit is identified in the Declaration as Condominium Unit No. _____ in The 2 Northside Piers Condominium, located at 2 Northside Piers, Brooklyn, New York, and is identified on the Tax Map of the City of New York for Kings County as Tax Lot 3 in Block 2340.

The Property is described as follows:

SEE SCHEDULE A

TOGETHER with any strips or gores adjoining the above described premises on any of the sides thereof.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements").

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand.

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit.

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements.

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements.

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units.

SUBJECT to a Grant dated October 7, 1884 made by the People of the State of New York to David Polley and Grahams Polley recorded in the Office of the Register, County of Kings in Liber 1608 of Deeds at page 70, and recorded in Block 42 of Patents at page 562 of the records of the State of New York, Albany, New York.

SUBJECT to an Agreement dated 10/10/1962 between Brooklyn Eastern District Terminal and The City of New York, recorded on 6/28/1962 in Liber 9028 Cp 246 (Re: The discontinuance and closing of North 4th Street west of Kent Avenue).

SUBJECT to Easement for Railroad purposes as reserved in Deed dated 9/16/1965 between Brooklyn Eastern District Terminal to Independent Scrap Iron & Metal Corporation, recorded on 9/29/1965 in Liber 9435 Cp 244, as modified by Agreement dated 8/6/1975 recorded on 9/19/1975 in Reel 797 Page 1689.

SUBJECT to Waiver of Legal Grade recorded on 9/19/1991 in Reel 2743 Page 667.

SUBJECT to variations between tax map and lines of record title.

SUBJECT to possible private and public easements within the bed of North 5th Street (should it be elongated in full width to the Pier Line as Established by Chapter 299 of the Laws of 1891), as the same is laid out on the Official Map of the City of New York for the purposes of access, the supplying of water, telephone service, electricity and gas, and for the installing, maintaining and replacing of cables, sewers, conduits, pipes and mains.

SUBJECT to Terms, covenants, restrictions, easements and agreements in Agreement Creating Restriction and Easement dated as of December 5, 2005 made by and among Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC, and 184 Kent Avenue Associates recorded 12/15/2005 CRFN # 2005000691326 in the Office of the New York City Register, County of Kings.

SUBJECT to Terms, covenant, conditions and agreements contained in Project Operating Easement Agreement dated as of December 5, 2005 made by and among Kent Avenue Property 1-A LLC, Kent Avenue Garage 1 LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC and Kent Avenue Property 3 LLC recorded 12/15/05 CRFN # 2005000691327 in the Office of the New York City Register, County of Kings.

SUBJECT to

a. Variations between fences and walls and record lines

b. Twenty-four inch combination sewer line in the northerly part of premises. Policy will except the rights of others in, to and over same.

c. 12 foot corrugated metal fence shown up to 1 foot 9-1/2 inches north of part of the southerly record line. The owner is out of possession, title to said area is not insured.

d. Approximate location of the limits of pilings for "(South) 4th Street Pier" shown extending southerly of the southerly record line.

e. Manholes for storm, sewer, electric, telephone, gas and water shown within premises described in Schedule A. Company excepts the rights of the public utilities to maintain their services as located thereon.

As shown on ALTA/ACSM Land Title Survey made by Langan Engineering & Environmental Services dated February 28, 2005 and last updated and revised on November 29, 2005.

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Kings County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein.

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid;

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 that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The use for which the Unit is intended is as a residential dwelling, subject to applicable governmental regulations and such other restrictions as are set forth in the Declaration and Condominium By-Laws and Condominium Rules and Regulations.

The Grantee accepts and ratifies the provisions of the Declaration, the Condominium By-Laws, and the Condominium Rules and Regulations recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the Kings County Office of the city Register of New York.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed as of the day and year first above written.

Grantor: **KENT AVENUE PROPERTY 2 LLC**

BY: TMF KENT PARTNERS, ITS SOLE MEMBER

By:_____

Grantee:

_____

_____

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

On the _____ day of _____in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

FORM OF

CABANA UNIT DEED

CABANA UNIT DEED

THIS INDENTURE made the _____ day of _____, 200__, between **KENT AVENUE PROPERTY 2 LLC**, a Delaware limited liability company having an office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538 (the "Grantor"), and _____, residing at _____ (the "Grantee").

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The unit known as Unit No. _____ in the Building known as 2 Northside Piers, Brooklyn, New York, and also designated and described as Unit No. ____ in the Declaration comprising The 2 Northside Piers Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 200__ , and recorded in the Kings County Office of the Register of the City of New York, on the _____ day of _____, 200__, in CRFN _____ (hereinafter called the "Declaration"), which Unit is also designated on the Floor Plan of the Building, certified by _____, and filed in the said Office of the Register of the City of New York, County of Kings as Map No. _____ (hereinafter called the "Unit").

The Unit is identified in the Declaration as Condominium Unit No. _____ in The 2 Northside Piers Condominium, located at 2 Northside Piers, Brooklyn, New York, and is identified on the Tax Map of the City of New York for Kings County as Tax Lot 3 in Block 2340.

The Property is described as follows:

SEE SCHEDULE A

TOGETHER with any strips or gores adjoining the above described premises on any of the sides thereof.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements").

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand.

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit.

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements.

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements.

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units.

SUBJECT to a Grant dated October 7, 1884 made by the People of the State of New York to David Polley and Grahams Polley recorded in the Office of the Register, County of Kings in Liber 1608 of Deeds at page 70, and recorded in Block 42 of Patents at page 562 of the records of the State of New York, Albany, New York.

SUBJECT to an Agreement dated 10/10/1962 between Brooklyn Eastern District Terminal and The City of New York, recorded on 6/28/1962 in Liber 9028 Cp 246 (Re: The discontinuance and closing of North 4th Street west of Kent Avenue).

SUBJECT to Easement for Railroad purposes as reserved in Deed dated 9/16/1965 between Brooklyn Eastern District Terminal to Independent Scrap Iron & Metal Corporation, recorded on 9/29/1965 in Liber 9435 Cp 244, as modified by Agreement dated 8/6/1975 recorded on 9/19/1975 in Reel 797 Page 1689.

SUBJECT to Waiver of Legal Grade recorded on 9/19/1991 in Reel 2743 Page 667.

SUBJECT to variations between tax map and lines of record title.

SUBJECT to possible private and public easements within the bed of North 5th Street (should it be elongated in full width to the Pier Line as Established by Chapter 299 of the Laws of 1891), as the same is laid out on the Official Map of the City of New York for the purposes of access, the supplying of water, telephone service, electricity and gas, and for the installing, maintaining and replacing of cables, sewers, conduits, pipes and mains.

SUBJECT to Terms, covenants, restrictions, easements and agreements in Agreement Creating Restriction and Easement dated as of December 5, 2005 made by and among Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC, and 184 Kent Avenue Associates recorded 12/15/2005 CRFN # 2005000691326 in the Office of the New York City Register, County of Kings.

SUBJECT to Terms, covenant, conditions and agreements contained in Project Operating Easement Agreement dated as of December 5, 2005 made by and among Kent Avenue Property 1-A LLC, Kent Avenue Garage 1 LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC and Kent Avenue Property 3 LLC recorded 12/15/05 CRFN # 2005000691327 in the Office of the New York City Register, County of Kings.

SUBJECT to

a. Variations between fences and walls and record lines

b. Twenty-four inch combination sewer line in the northerly part of premises. Policy will except the rights of others in, to and over same.

c. 12 foot corrugated metal fence shown up to 1 foot 9-1/2 inches north of part of the southerly record line. The owner is out of possession, title to said area is not insured.

d. Approximate location of the limits of pilings for "(South) 4th Street Pier" shown extending southerly of the southerly record line.

e. Manholes for storm, sewer, electric, telephone, gas and water shown within premises described in Schedule A. Company excepts the rights of the public utilities to maintain their services as located thereon.

As shown on ALTA/ACSM Land Title Survey made by Langan Engineering & Environmental Services dated February 28, 2005 and last updated and revised on November 29, 2005.

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Kings County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein.

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for recreational use only.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid;

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 that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The use for which the Unit is intended is as a recreational facility for Residential Unit Owners and their guests, subject to applicable governmental regulations and such other restrictions as are set forth in the Declaration and Condominium By-Laws and Condominium Rules and Regulations.

The Grantee accepts and ratifies the provisions of the Declaration, the Condominium By-Laws, and the Condominium Rules and Regulations recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the Kings County Office of the city Register of New York.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed as of the day and year first above written.

Grantor: **KENT AVENUE PROPERTY 2 LLC**

BY: TMF KENT PARTNERS, LLC, ITS SOLE MEMBER

By:_____

Grantee:

_____

_____

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

On the _____ day of _____in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

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

On the _____ day of _____in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

2 NORTHSIDE PIERS

ARCHITECT'S DESCRIPTION OF PROPERTY AND SPECIFICATIONS
April 15, 2008

A. Location of Property

(1) Address: ..... 2 Northside Piers; Brooklyn, New York

(2) Block Number.: 2340
Lot Number:..... 3 (Tentative)

(3) Zoning District: R-8

(4) Permissible Use: Residential (Zoning Use Group 2)

B. Status of Construction

(1) Construction of the building will began in September 2007. It is anticipated that the first Condominium Unit will be substantially completed on or about January 2010, unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions, approvals or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.

(2) Class of Construction: The Building will be classified as Class 1C (Non-Combustible) and will conform to all applicable regulations of the Building Code of the City of New York ("Building Code").

(3) Certificate of Occupancy: Prior to the first Condominium Unit closing, Sponsor will obtain a Temporary Certificate of Occupancy from the Department of Buildings of the City of New York ("Department of Buildings") for the Condominium Units which are to be closed. After completion of construction the Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York ("Department of Buildings"). Where materials, appliances, equipment, fixtures and other construction and design materials and details are specified in this report or on the Construction Documents, the Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and / or fixtures of equivalent or better quality.

C. Site

(1) Location: The property is on the South side of North 5th Street between Kent Avenue and the East River in the Borough of Brooklyn.

(2) Number and Use of Buildings:

(i) The overall site plan will be executed in three phases. The "Phase 2" construction will be the focus of this report.

(a) The construction in Phase 2 will consist of a thirty story condominium tower with a commercial space and two story amenity structure at the base.

(i) The condominium tower will be designated as "2 NORTHSIDE PIERS" and will consist of 30 stories with one below grade cellar and mechanical bulkheads above the main roof.

(ii) The condominium tower will include 270 residential condominium units, One (1) superintendent's unit, a common recreational facility on the ground and 2nd floors, a commercial space on the ground floor, 12 private terraces ("cabanas") on the roof, and a 89 residential storage rooms in the cellar.

(ii) The following section describes the adjacent construction in previous and future phases.

(a) Phase 1: The first phase of construction will consist of the easternmost tower, four townhouse units, and an adjacent low-rise rental apartment building. This phase is currently under construction and will be complete prior to Phase 2.

(b) The construction in phase three will consist of the westernmost tower with a low-rise base containing parking facilities, residential units, and amenities.

(3) Size:

(i) The overall site is approximately 200,000 square feet of irregularly shaped land bordered by North 5th Street, Kent Avenue, the East River, and the adjacent warehouse building at 184 Kent Avenue. From the northeastern corner, the site boundary runs 496.00' southeast along North 5th Street and 303.59' southwest along Kent Avenue. This site will be sub-divided into several separate lots for each of the proposed buildings in each of the three phases of construction.

(ii) The lot that is designated for 2 NORTHSIDE PIERS is irregularly shaped with a total lot area of approximately 39,196 square-feet. From its northeastern corner, the lot line runs 197.35' southwest; then 149.90' northwest; then 77.03' northeast; then 28.56' northwest; then 53.37' northeast; then 48.65' northeast; then 30.54' northeast; and finally a distance of 229.30' southeast along North 5th Street.

(iii) No further development in the above lot is anticipated other than described herein.

(4) Streets owned by the Condominium: The site is served by a private driveway that enters the site from Kent Avenue at North 4th Street and connects through the site to North 5th Street. A turnaround driveway will extend off the west of the private driveway and will provide passenger drop-off at the front entrance of the Condominium. There will be a landscaped courtyard in the center of the turnaround driveway. Also, there will be a temporary at-grade parking lot accessible from the turnaround driveway.

(i) The turnaround driveway and temporary parking lot will be asphalt paved with decorative granite borders.

(ii) There will be granite curb along both sides of the turnaround drive. Along the decorative island in the center of the turnaround driveway and a granite paved crosswalk, the granite curb will be flush with the pavement. There will also be granite curb along the temporary parking lot.

(iii) The decorative island will include 10 shade trees (Ginko biloba) in tree pits.

(iv) The turnaround driveway will be crowned to drain stormwater to new catch basins along the curbs located at low points of the driveway.

(v) Site lighting will be provided along the sidewalk along the west of the private driveway and in the courtyard area. The lighting along the sidewalk will be new Williamsburg Standard metal halide pole lights, and the lighting in the courtyard will be 100W metal halide bollards. Electricity for these lights will be connected to the building meter and will be borne by the Condominium Association as a Condominium Common expense.

(vi) The asphalt pavement and granite curb will be in accordance with New York City Department of Transportation standards

(vii) There will be a new sidewalk that fronts the Condominium along North 5th Street. There will also be a new sidewalk along the south and east sides of the building.

(a) All sidewalks will be new gray concrete.

(b) The sidewalk fronting the Condominium along North 5th Street will be lined with new concrete curb. The sidewalk along the south and east sides of the building will be lined with new granite curb.

(c) The sidewalk along North 5th Street will be sloped to drain stormwater to existing New York City catch basins. The sidewalks along the sides of the building will be sloped to drain stormwater to the catch basins in the private driveway. The on-site catch basins connect to the site storm sewer system which drains to a private outfall to the East River.

(d) The new concrete sidewalks, concrete curb and granite curb will be in accordance with New York City Department of Transportation standards.

D. Utilities

(1) Electricity: Consolidated Edison Company, Inc. (Con Ed) will provide high-tension service to a transformer vault which serves the entire development. Con Ed will supply 120/208 volt electric service from the transformer to the building with a main building meter (consumption and demand) and separate Condominum Unit meters from meter banks located in the electrical distribution room and electric closets (every 3rd floor), in accordance with the New York City Building Code.

(2) Gas: Keyspan Company, Inc. will supply 5 psi pressure gas service with three meters. One meter will be for the building heating, a second meter will be for domestic hot water boilers, and a third meter will be for apartment kitchen ranges. There will also be a capped connection for a future restaurant. All Gas usage, both for common areas and for the individual Condominium Units, will be borne by the individual Condominium Association as part of the common expense for each Condominium Unit.

(3) Steam: There will be no steam service provided

(4) Water: The building water service will be provided through one 4-inch metered domestic service and one 6-inch metered fire service that will connect to an 8-inch City of New York public water main in North 5th Street. There will also be an 8-inch service from the building to an on-site fire hydrant. There will be a valved outlet provided for the retail space on the ground floor, and the future tenant will be responsible for providing a submeter. The charges for water service provided to the building (including Condominium Units and in the public areas of the building) will be levied on the basis of a master city meter and borne by the Condominium Unit Owner as a Condominium Common Expense.

(5) Sewer: The building sewer service and drainage systems will connect to existing on-site sanitary and storm sewers through one 10-inch sanitary outflow pipe and one 12-inch storm outflow pipe. The on-site sanitary sewer is connected to a New York City public combined sewer in Kent Avenue. The on-site storm sewer system is directed to a private outfall to the East River. The charges for sewer service provided to the building (including Condominium Units and in the public areas of the building) will be levied on the basis of a master city water meter and borne by the Condominium Association as part of the common expense for each Condominium Unit

(6) Telephone: Telephone service will be available to each Condominium Unit through wiring provided from a telephone company patch panel in the main telephone/data room on the first floor to a single location within each Condominium Unit. Each Condominium Unit will have distribution wiring from that location to telephone jacks in various locations throughout the unit.

(7) Cable Television: Cable television service will be available to each Condominium Unit through wiring provided from a central patch panel on the 1st floor to a single location within each Condominium Unit. Each Condominium Unit will have distribution wiring from that location to cable connectors in various locations within the Condominium Unit. Each Condominium Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Condominium Unit, and for the cost of cable television use for their individual Condominium Unit.

(8) The Building will not be equipped with a master television antenna system.

E. Sub-Soil Conditions

(1) The proposed grades for the site range from elevation 8.0 Brooklyn Borough Datum (BBD) to elevation 12.0 BBD. The westerly half of the site lies within the 100-year flood zone (Zone A) according to the flood insurance rate map published by the Federal Emergency Management Agency, dated November 16, 1988. The 100-year flood elevation is at elevation 7.44 BBD (elevation 10 NGVD).

(2) A subsurface investigation program was completed at the site in accordance with the NYC Building Code. The subsurface profile consists of fill, organic materials, soft silt and clay, and loose sand extending up to 28 feet below the grade, underlain by interlayered dense sand, stiff silt and clay followed by silt, and finally bedrock. The depth of bedrock ranged from approximately 105 feet to 117 feet below the grade and the corresponding

top of rock elevation ranged from elevation (-)98 BBD to elevation (-)110 BBD

(3) The groundwater levels at the site were monitored in three observation wells from 15 August 2006 to 5 September 2006. The stabilized water level ranged from elevation 0 BBD to elevation 0.5 BBD.

(4) The use of a shallow foundation system is precluded due to factors such as unsuitable soil materials extending to a depth of 28 feet below the grade, presence of compressible clay, silt and peat soil layers, and uplift pressures due to design flood events. Therefore, a deep foundation system (piles) is needed to transfer the building loads to the underlying suitable bearing materials. The cellar slab and below grade walls will be fully waterproofed to the ground surface.

(5) The New York City Department of Environmental Protection NYCDEP) has assigned an "E" Designation (E-138) to the site for hazardous materials as part of the Greenpoint-Williamsburg rezoning (04DCP003K). Subsurface investigations conducted by Woodward-Clyde in 1996 and 1997 and by AKRF, Inc. (AKRF) in 2002 and 2005 identified urban fill material, with metals and semi-volatile organic compounds in soil and groundwater exceeding the New York State Department of Environmental Conservation (NYSDEC) standards

The investigation also revealed the presence of volatile and semi-volatile organic compounds in soil and groundwater above the NYSDEC standards, which were associated with former underground storage tanks that were removed and remediated in 1997. The results from AKRF's spill closure investigation were submitted to the NYSDEC in 2005 to evaluate the former tank area. The open spill (NYSDEC Spill # 96-09934) associated with the initial site assessment and tank removal activities conducted in 1996 and 1997, respectively, was closed by the NYSDEC on November 23, 2005, indicating that any residual contamination did not pose a threat to human health or the environment.

To be protective of the public and the environment, a Remedial Action Plan (RAP) and Construction Health and Safety Plan (CHASP) were prepared by AKRF and approved by the NYCDEP. The RAP and CHASP specified procedures for managing the urban fill material, installation of a vapor barrier below the buildings, placement of two feet of clean fill as a cap in landscaped areas, air monitoring, and contingency measures in the event storage tanks or contaminated soil were encountered during the construction activities.

Upon completion of the measures specified in the RAP and CHASP, AKRF will prepare a Closure Report, certified by a professional engineer, which documents that the construction activities were completed in accordance with the RAP and CHASP. Following approval of the Closure Report by the NYCDEP, a Notice of Satisfaction will be prepared by the NYCDEP allowing Temporary and Final Certificates of Occupancy (TCO and COO) to be issued by the NYC Department of Buildings.

F. Landscape & Enclosure (Public Areas at Street Level)

(1) Upland access will include a crushed stone path and with timber curbs and at the end of North 5th Street. Buffer and screening landscaping will be

located between the upland connection path and the temporary a-grade parking to the north.

(2) The bulkhead wall at the water's edge, between the ends of North 5th and North 4th streets.

(3) Steel and cast aluminum railing with a wooden hand rail located at the bulkhead wall.

(4) Benches, chairs, and tables in the public plaza.

(5) The shore public walkway varies from 34 to 40 feet wide and will include:

(a) A wooden deck walkway over a pile supported concrete platform

(b) Raised planting beds to include shade and ornamental trees, shrubs, grasses, and groundcovers.

(c) Granite retaining walls and curbs

(d) Wood and steel benches, chairs, and tables and cast stone chaises.

(6) A 'get-down' area located adjacent to the Shore Public Walkway consisting of a crushed stone terrace and wetland plantings.

(7) A lowered seating and viewing area located at the water's edge in the southwest corner of the site. This area will include granite steps and crushed stone paving.

(8) Site lighting will be provided along the shore public walkway. The lighting along the sidewalk will be new Williamsburg Standard metal halide pole lights.

(9) When future phases of the project are complete, the crushed stone path will be replaced with a paved upland connection from the northward turn of the North 5th Street driveway to the waterfront, the shore public walkway along the west side of the property, the extended public access area at the southwest corner of the site, and a thirty foot wide buffer area at the south property line.

(i) The extension of North 5th Street Upland Connection is a public access area to the waterfront. It will include:

(a) A striped pattern of concrete unit pavers in shades of gray

(b) Shade trees in tree pits

(c) Granite curbs and granite retaining walls

(d) Wood and steel benches, chairs and tables

(ii) At the southwest intersection of the upland access and the shore public walkway will be a public access area. It includes:

(a) A raised lawn area

(b) A gravel walkway

(c) Shade and ornamental trees of the following types:

(i) Nyssa sylvatica

(ii) Quercus rubra

(iii) Magnolia virginiana

(iv) Cercis chinensis

(v) *Amelanchior* sp.

(d) Wood and steel benches

(e) Granite curbs and retaining walls

(iii) Between the public access areas and the building, the space will be a landscaped, except at building entries and exits.

G. Building Size

(1) Total Height: The total height of the building from the average curb (base plane) elevation (10.94') to top of the elevator machine room roof slab elevation will be approximately 329'-7".

(2) Cellar/Sub-Cellars: There will be one cellar. The distance from the top of the first floor slab to the cellar slab will be approximately 10'-0".

Number of Floors: There will be 30 floors, a cellar, and mechanical bulkheads above the main roof level.

(i) Floor numbering is as shown below:

Construction Floors	Actual Floors
ROOF	ROOF
30	PH 4 (31)
29	PH 3 (30)
28	PH 2 (29)
27	PH 1 (28)
26	27
25	26
24	25
23	24
22	23
21	22
20	21
19	20
18	19
17	18
16	17
15	16
14	15
13	14
12	12
11	11
10	10
9	9
8	8
7	7

6	6
5	5
4	4
3	3
2	2
1 (Ground)	1
C (Cellar)	C

Please note that all floor plans, Condominium Unit drawings, and other references to floors in this report will utilize the actual numbering of floors.

(ii) The approximate floor-to-floor slab heights of the Condominium Units will be approximately as follows:

Floor(s)	Floor Height
ROOF (32)	11'-0"
PH 4 (31)	12'-0"
PH 3 (30)	10'-6"
PH 2 (29)	9'-9"
PH 1 (28)	10'-6"
27th Floor	10'-6"
2nd - 26th Floors	9'-9"
1st (Ground) Floor	12'-0"
Cellar Floor	10'-0"

(3) Due to installation of mechanical, electrical, plumbing and fire protection systems, some spaces and areas will have dropped soffits and ceilings to contain the systems, thereby, reducing the approximate ceiling heights in certain areas. These typically occur in bathrooms, kitchens, hallways, closets, and some room perimeters and will lessen the above ceiling heights in those areas, but may occur in other areas as well.

(4) Equipment Rooms: Equipment rooms will be located in the cellar, ground floor and roof bulkheads. The approximate height from top of roof slab to top of the elevator machine room enclosure on the roof will be approximately 29'-9".

(5) Parapet: The approximate height from the top of roof finish to the top of parapet coping or railing will be a minimum of 3'-6".

H. Building Systems

(1) Foundation

(i) The building has one below grade level. The cellar floor slab consists of reinforced concrete flat plate designed to withstand uplift pressures arising from high water table levels. Pile caps and foundation mats support all columns, foundation walls and shear walls, which are in turn supported by piles of 200-ton capacity. There is a reinforced concrete foundation wall below grade at the perimeter of the cellar level. Foundation and below grade structure i.e. pile caps, mat, foundation walls, columns and floor slab are cast in the initial phase of construction.

(2) Superstructure

(i) The basic building super structure system consists of cast in place reinforced concrete flat plate slab with concrete columns and shear walls. All floor slabs are flat plate reinforced concrete slab supported by reinforced concrete columns and shear wall. The forming and pouring of concrete columns and floor slabs continues to the roof level in phases. The lateral system consists of reinforced concrete shear walls that extend up from the foundation through the full height of the structure.

(ii) The lateral system is designed for seismic loading as stipulated by the NYC Building Code (NYC Local Law 17/95) and wind loads as determined by wind tunnel testing. The design wind loads, determined by the wind tunnel testing, exceed the NYC Building Code wind design forces.

(3) Wall Construction

(i) The majority of exterior walls will comprise aluminum window wall system. All above grade exterior walls will be insulated in compliance with the requirements of the New York State Energy Code.

(ii) Bulkhead screen walls will be enclosed with panelized metal.

(4) Windows

(i) Windows will be designed and erected meeting all structural requirements of the Building Code of the City of New York and all local and state agencies having jurisdiction.

(ii) Exterior windows will be painted aluminum window wall construction with casement-like operable vents. The operable vents will have preventative stops in accordance with local and state regulations.

(a) Glass will be insulating glass units with clear high performance glass, Low-E coating on the #2 surface.

(b) Glass and painted aluminum doors will be provided at terraces.

(c) The windows will have an insulation R-value of 2.17 at the vision glass and an R-value of 25 at the spandrel glass.

(iii) Lot line windows will not be provided.

(5) Storefront (Building Entrance, Amenity, & Commercial)

(i) Any storefront window systems will be designed and erected meeting all structural requirements of the Building Code of the City of New York and all local and state agencies having jurisdiction.

(ii) The exterior enclosure at the ground floor building entrance will be a structural glass fin wall glazing system such as the "Planar" system manufactured by Pilkington, or its equivalent.

(iii) Glass will be insulating glass units with clear high performance glass, Low-E coating on the #2 surface or equivalent.

(iv) Glass and painted aluminum doors will be provided at entrances.

(6) Parapets & Copings

(i) The roof parapet construction will be a continuation of the window wall system, or metal panel system; in each case with metal coping and/or railing system.

(7) Chimneys & Caps

(i) Bathroom, Kitchen, and Laundry exhaust vents will be provided with roof top fan systems exhausting to the exterior at either the main roof or the mechanical roof level. Several of these vents will be located on the mechanical roof adjacent to Cabana 12. Other vents will be locatd on the 2nd mechanical roof, above the private rooftop terraces (cabanas)

(ii) The building will have one trash compactor and a sound insulated rubbish chute made of 16ga. aluminized steel, or equivalent, with appropriate vent cap and flashing that will extend above the main roof level.

(iii) The Building will have one boiler flue exhaust extending above the mechanical bulkhead roof.

(iv) Flues will be located on the 2nd mechanical roof, above the private rooftop terraces (cabanas.)

(8) Rooftop Terraces

(i) The roof setback areas and the main roof level will be used for private terraces and common areas.

(ii) Terrace space will be provided to the following Condominium Units:

Floor No.	Unit No.
PH 1 (28)	PH 5, PH 6, PH 7, PH 8
6	6G, 6H, 6J, 6K
3	3A

Primary access to the terrace spaces above will be from the individual Condominium Units.

(iii) There will be 12 private terraces (Cabana Units) located on the main roof. These terraces will be divided by a metal clad dividing fence approximately 6'-0" tall and will be accessed from a common outdoor corridor leading from the individual terraces to the elevators and egress stairs. A metal access door that matches the dividing fence will be provided from the common outdoor corridor to each of the Cabana Units.

(iv) Roof terraces will be constructed of poured-in-place concrete and will be finished with an inverted membrane roof assembly (IMRA), or equivalent, applied directly to the structural slab and fill that will be pitched to roof drains.

(a) The roofing system will consist of fluid applied membrane roofing (hot applied), reinforcing sheet (continuous) reinforcing flashing at corners, joints, penetrations, curbs and drains, separation sheet, air layer, filter fabric, rigid insulation over separation sheet or equivalent.

(b) Precast concrete pavers will be provided on pedestals on all terraces at setback roof areas.

(v) Terrace railings will consist of metal rails and posts with glass balustrades or their equivalent.

(vi) Terrace dividers will be steel posts with metal panels or their equivalent.

(vii) Exterior lighting, a GFI outlet, and a hose bib will be provided at each terrace.

(viii) Planters and miscellaneous furnishings may be placed on rooftop terraces, but Condominium Unit Owners will not permitted to perform construction, enclose any space, or install decking or pavers without express written permission from the Board of Managers, and if required from the Department of Buildings.

(a) No planter may be placed on any private terrace area if it exceeds 2 cubic feet capacity or if it will impose a load exceeding 60 pounds per square foot on the roof, unless such installation has specific written approval from the Board of Managers and the Department of Buildings if required.

(b) No installation of any planters or paving materials will be permitted on the roofs over any Penthouse bulkheads.

(9) Rear Yard Terraces: (None)

(10) Balconies

(i) Balconies are provided for Condominium Units 9A, 10A, 11A, 12A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 12F, 14F, 15F, 16F, 17F, 18F, 19F, 12G, 14G, 15G, 16G, 17G, 18G, 19G, 7K, 8K, 9K, 10K, 11K, 12K, 14K, 15K, 16K, 17K, 18K, 19K, 20L, 21L, 22L, 23L, 24L, 25L, 26L, 27L, 20M, 21M, 22M, 23M, 24M, 25M, 26M, 27M, 20P, 21P, 22P, 23P, 24P, 25P, 26P, 27P, 28P, 29P, 30P, 31P, 3X, 4X, 5X, PH1, PH2, PH3, and PH7.

(ii) Balconies are constructed of cast concrete platforms that are an extension of the building floor slabs and that cantilever from the building face.

(iii) Access to the balconies will be from the individual Condominium Units through glass doors that are integrated into the window wall system.

(iv) Balcony railings will consist of metal rails and posts with glass balustrades or their equivalent.

(v) For the Condominium Units which have balconies, a GFI receptacle will be provided.

(11) Exterior Entrances

(i) The residential entrance will be on a private drive adjacent to North 5th Street on the eastern side of the building's south façade.

(ii) A separate exterior entrance will be provided to the amenity spaces. This entrance will be located on the western side of the building's south façade.

(iii) The entrance will comply with New York City Local Law 58 of 1987 for access by the disabled, providing access to the lobby and to the elevators.

(iv) Two access doors will be provided on the north elevation to the commercial space. One on the east side of the building and one on the west.

(v) Exterior doors and frames at the main entrance will be a painted aluminum and glass storefront assembly, or their equivalent, as described above.

(vi) Mailboxes will be in an alcove off the main lobby.

(vii) There will be exterior lighting at the entrance and within the lobby.

(viii) Exterior stairwell, egress doors at grade will be metal clad doors with metal clad frames or their equivalent. Exterior stairwell, egress, and roof access doors will be painted hollow metal doors with painted metal frames or their equivalent.

(12) Garage

(i) There will be no garage in this building. A separate parking facility will be built on an adjacent lot on the same site.

(13) Roof & Roof Structure

(i) The main roof will be constructed of poured-in-place concrete and will be finished with an inverted membrane roof assembly (IMRA), or its equivalent, applied directly to the structural slab and fill that will be pitched to roof drains.

(a) The roofing system will consist of fluid applied membrane roofing (hot applied), reinforcing sheet (continuous) reinforcing flashing at corners, joints, penetrations, curbs and drains, separation sheet, air layer, filter fabric, rigid insulation over a separation sheet.

(b) Precast pavers, or their equivalent, will be provided at all roof terraces. Gravel ballast will be provided at mechanical equipment locations.

(ii) Roofs over mechanical bulkheads will be constructed of poured-in-place concrete and will be finished with an inverted roof membrane assembly (IMRA) applied directly to structural slab.

(iii) The roof assembly will have an insulation R-value of 20.

(iv) Bond or Guarantee: The roofing system will have a ten (10) year manufacturer's warranty.

(v) Drains:

(a) Number: There will be approximately 28 roof drains throughout the various levels of roof. Some of these drains may located within the area of the private or common terraces. The drains on terraces will be concealed beneath pavers. The terraces that will have roof drains are as follows:

Terraces at units 3A, 6G, 6H, 6J, 6K, PH5, PH6, PH7, PH8; Amenity Terrace, Private Terraces (Cabanas) 2, 5, 8, 9, and 12.

(b) Material & Type: Cast Iron

(c) Gutters & Leaders: The Elevator Machine Room, Mechanical Bulkhead, and the main roof level will drain to an internal cast iron down leader system within the building and discharge into the combined sewer and storm water system in the cellar. Other bulkhead roofs will have aluminum gutters and downspouts that discharge to the main roof level below.

(vi) Bulkheads:

(a) Mechanical bulkheads will be panelized metal on concrete structural frame or concrete masonry unit with painted aluminum louvers.

(b) The elevator bypass and machine room will be part of the roof bulkhead, which will consist of light gauge metal stud construction with panelized metal enclosure assembly.

(vii) Metal Work at Roof Levels:

(a) Exterior Metal Stairs: none

(b) Vertical Stairs: There will be one exterior vertical steel ladder leading from the mechanical roof bulkhead to the elevator machine room roof.

(c) Railings: The exterior stair railings will be approximately 1-1/2" diameter painted steel.

(d) Hatches to Roof: There will be one smoke hatch at the upper bulkhead roof.

(14) Rooftop Facilities: Private Terraces (cabanas) as previously described.

(15) Fire Escapes (None)

(16) Yards & Courts: None

(17) Interior Stairs

(i) Egress Stairs: There will be two scissor type egress stairs in the building, which will extend from grade up to the main roof. Two scissor type egress stairs will extend from the cellar up to grade. Two stairs will discharge to the street through the residential lobby and two stairs will discharge to the street through a remote exit.

(a) Enclosure: Each egress stair will be enclosed with reinforced concrete shear wall and 2-hour rated drywall equivalent partition.

(b) Stair Construction: Concrete Frame

(i) Treads: Concrete

(ii)Risers: Concrete

(c) Hand Rails: Painted steel pipe handrails or its equivalent

(d) Balustrade: None

(ii) Interior communicating stairs within Condominium Units:

(a) Enclosure: Open within the Condominium Unit.

(b) Stair Construction: Steel Frame

(i) Treads: Wood

(ii)Risers: Open or Wood (when enclosed as required)

(c) Hand Rails: Painted Steel plate assembly with wood railings or equivalent

(d) Balustrade: Painted Steel plate assembly with stainless steel tension cables or its equivalent.

(18) Interior Doors & Frames

(i) Condominium Unit Entrance Doors: The entrance door to each Condominium Unit will be flush, approximately 1-3/4" thick, Fire Proof Self Closing (FPSC), 3/4 hour rated, painted hollow metal doors; in painted hollow metal frames with non-combustible stone saddles or its equivalent.

(ii) Doors within Condominium Units: Interior doors within the Condominium Units will be approximately 1-3/4" thick, non-rated, solid core wood veneer doors, in painted hollow metal frames. Bathroom doors have marble or stone saddles or its equivalent.

(iii) Egress Stair Doors: Stair hall doors will be flush-panel painted hollow metal approximately 1-3/4" thick, FPSC, 1-1/2 hour rated, with wire-glass vision panels, in painted hollow metal frames with non-combustible saddles or its equivalent.

(iv) Roof Doors, Cellar Doors & Frames: All doors and frames will be hollow-metal and will meet the New York City Building Code requirements.

(19) Elevators

(i) Elevators will be accessible from the residential lobby and comply with LL 58/87 of NYC for access by the disabled. One elevator (CE-1) will have stops at the cellar through the main roof level. Two elevators (PE-2 and PE-3) will have stops at the ground floor thru the main roof level.

(ii) Quantity: Three (3)

(iii) Type:

(a) Passengers/Service:One (1) - (CE-1)

(b) Passengers: Two (2) - PE-2 and PE-3

(iv) Capacity in Pounds (passengers and passengers/service)

(a) CE-1: approximately 3,000 lbs (15 passengers)

(b) PE-2 and PE-3: approximately 2,000lbs (10 passengers)

(v) Speed: approximately 500 fpm

(vi) Number of Landings:

(a) CE-1: thirty-two (32)

(b) PE-2 and PE-3: thirty-one (31)

(vii) Number of Openings:

(a) CE-1: thirty-three (33)

(b) PE-2 and PE-3: thirty-one (31)

(viii) Floors Served:

(a) CE-1: Cellar, Lobby, Floors 2-PH4 (31), Roof

(b) PE-2 and PE-3: Lobby, Floors 2-PH4 (31), Roof

(ix) Openings:

(a) CE-1: Rear opening at Ground floor and front opening at all other levels

(b) PE-2 and PE-3: Front opening at all levels (except cellar)

(x) Operation: Three (3) car group automatic with PE-2 and PE-3. Simplex selective collective capabilities.

(xi) Control: Variable voltage variable frequency drives

(xii) No. of Push Bottom Risers:

(a) CE-1: One (1) front and one (1) at rear.

(b) PE-2 and PE-3: One (1) front

(xiii) Platform Size

(a) CE-1: approximately 7'-0" wide x 6'-4 1/2" deep

(b) PE-2 and PE-3 : approximately 6'-0" wide x 5'-2" deep

(xiv) Guide Rails: Steel tees at sides or its equivalent

(xv) Buffers: Oil

(xvi) Cab Enclosure: The passenger elevator cab will be a combination of stainless steel and wood veneer panels with suspended ceiling, a limestone, or equivalent, floor. Cabs will be handicapped accessible in compliance with ADA and NYC Local Law 58 requirements.

(xvii) Car Door Size

(a) CE-1: approximately 3'-6" x 7'-6"

(b) PE-2 and PE-3: approximately 3'-0" x 7'-6"

(xviii) Hoistway Door Speed: Single speed side opening

(xix) Car Fixtures: Car opening panel in swing front return without faceplate, cast metal designations, flush stud mounted. Car position indicator with individual numeric readout.

(xx) Machine Types: Gearless Traction

(xxi) Machine Location: Overhead

(xxii) Power Supply: 460-3-60

I. Auxiliary Facilities

(1) Laundry Room: No common facility will be provided. All Condominium Units will have individual washer/dryers in the apartments which will be the responsibility of individual owners.

(2) Residential Storage - 112 individual wire mesh storage bins will be located in the Cellar.

(3) (3) Refuse Disposal:

(i) Incinerators: None

(ii) Compactors: There will be a refuse chute on each residential floor (1-PH-4) for collection of residential refuse in the building with a compactor in a trash room in the ground floor. The refuse chute will be accessible at each residential floor through a trash room.

(iii) Approvals: None required

(iv) Storage Location: The compacted bags, to be provided by the Condominium Association, will be stored in the Trash Room in the cellar.

(v) Pickup Schedule: Building staff will set compacted trash and recyclable materials at curbside for collection on the days designated by the NYC Department of Sanitation.

J. Plumbing & Drainage

(1) Permits required: Approval of sanitary / storm water house connections and for connection to domestic water will be obtained from the New York City Department of Environmental Protection.

(2) Water Supply:

(i) Portable water will enter of the building at the cellar level with a water meter and double check valve (DCV)

(ii) Triplex house pumps in the cellar of the condominium tower will pump water up to a 10,000 gallon fire reserve rooftop storage tank located on the 30th floor roof level.

(iii) Fixture and equipment will be supplied from triplex water pressure booster pumps.

(iv) There will be four (4) gas fired water heaters on the roof mechanical equipment room of the condominium tower for the two (2) pressure zones of the building tower.

(v) Water pressure will be maintained at 25 psi minimum, and 85 psi maximum.

(vi) Metering:

(a) Condominium Tower: There will be a single water meter for all of the Condominium Units. Water Charges will be borne by the Condominium Association as a common expense to the individual Condominium Unit Owners.

(b) Commercial Unit: There will be a valved outlet provided for the retail space on the ground floor. and the future tenant will be responsible for providing a submeter.

(3) Sanitary Sewage System: The sanitary sewage system will be a gravity type that is connected to the on-site sanitary sewer.

(i) Sanitary piping will be cast iron throughout

(ii) Sewage pumps will be dedicated to the cellar plumbing fixtures, and floor drains. Pumps will be duplex, submersible type, with 4" discharge pipes fitted with check and gate valves. The discharge pipe will be connected on the street side of the sanitary house trap.

(4) Storm Drainage System: The storm drainage system will be gravity type connected to the on site storm sewer.

(i) Storm piping will be cast iron throughout.

(ii) Storm drains will be located at private terraces, main roof, and Mechanical Machine Room (MER) roof. The system will be adequately sized per the New York City Building Code.

(iii) Storm water will be provided per D.E.P. requirements.

(5) Fire Protection System: The buildings will be protected throughout with a combination automatic wet fire sprinkler and a standpipe system in accordance with NFPA, the City of New York Building and Fire Codes.

(i) The building's sprinkler/standpipe system will be augmented by a Manual Fire Pump because of the building's height in accordance with NYC law. The pump will be supplied by a 6" fire service which will also supply an on-site fire hydrant.

(ii) The sprinkler and standpipe system will be supplied with water from the roof tank. Pressure for this system will be augmented by a special service fire and jockey pump installed in a pump room in the rooftop MER for the upper floors. Charges for water used in the sprinkler and standpipe system will be borne by individual unit owners as a common expense.

(iii) The combination sprinkler / standpipe riser will have a capped hose valve at every floor. The sprinkler / standpipe riser will be centrally located in the building. The riser will have a flow control valve water flow w/tamper switch, and drain connection at each floor.

(iv) There will be sprinklers installed in public corridors and within the Condominium Units in living rooms, bedrooms, kitchens, hallways, and

miscellaneous other spaces, in accordance with New York City laws. Sprinkler heads will be of upright, pendent, concealed, or side-spray types, depending on the locations and installation conditions.

(v) A Siamese Connection for the sprinkler and standpipe system will be accessible from the sidewalk at the north and southeast corner of the building.

(vi) The sprinkler and standpipe installation will be inspected and signed off prior to obtaining a Certificate of Occupancy.

(vii) The trash chute will be provided with sprinkler at the top, above the lowest service opening and at alternate floors.

(viii) A central hose station and locked key box will be located at the ground floor.

K. Heating

(1) Heating will be provided with hot water from a natural gas fired boiler plant in the Roof mechanical room. The boiler plant will consist of three (3) hot water, high efficiency, gas-fired boilers. The boilers will be (or equivalent) packaged boiler with, burner controls and air damper control assembly. The input for each boiler will be approximately 3000 CFH natural gas and the output capacity for each boiler will be approximately 2780 MBH (approximately 77.8 boiler horsepower).

(2) Hot water will be circulated via baseboard radiation and unit heaters to certain common areas and 2-pipe water source heat pump AC units in the Condominium Units, by central condenser and hot water circulating pumps. The water temperature will be scheduled in inverse proportion to outdoor air temperature.

(3) Domestic hot water will be provided by means of two (2) indirect fired domestic hot water storage heaters located in the Cellar boiler room and two (2) heaters located at roof MER. Domestic hot and cold water will be distributed to each apartment by means of a copper pipe distribution system. All hot water piping is insulated with fiberglass pipe insulation with thicknesses which meet or exceed New York State Energy Conservation Code.

L. Gas Supply

(1) Type: Keyspan Company, Inc. will supply 5 psi pressure gas service.

(2) Meters:

(i) There will be four (4) gas meters serving the Condominium Units. Two (2) meters will serve the individual Condominium Units, One (1) meter will be for the building domestic hot water, and One (1) meter will be for the heating boilers and rooftop corridor outside air unit. All gas usage, for both common areas and for the individual Condominium Units will be borne by the individual Condominium Unit owners as a common expense.

(ii) The Commercial Unit will be required to provide its own gas connection and meter.

(3) Piping: Piping is steel with threaded malleable iron fittings.

M. Air Conditioning

(1) Air conditioning (and heating) for the Condominium Units is provided by water source heat pump Air Conditioning units with 2-pipe hot and cold water coils.

(i) Each bedroom and living/dining room of each unit has at least one of three different size units depending on the load requirement of the room. The following units will be used:

(a) Type: A: Climatemaster Stackable Water Source Heat Pump Model # TRM-09 (Approx. 8.6 MBH), or its equivalent.

(b) Type B: Climatemaster Stackable Water Source Heat Pump Model # TRM-12 (approx. 11.3 MBH), or or its equivalent.

(c) Type C: Climatemaseter Stackable Water Source Heat Pump Model # TRM-18 (approx. 13.3 MBH), or or its equivalent.

(ii) Hot water supply is provided seasonally from the boiler to shell and tube heat exchanger by bleeding into condenser water secondary system to provide hot water in the winter.

(iii) Individual built-in thermostats for each of the heat pump units control the room to its selected temperature.

(2) Air conditioning of the corridor will be by 100% Outside Air Rooftop air cooled packaged unit, gas fired heating, supply airshaft from cellar to unit on roof.

(3) Separate packaged heat pump HVAC units, or their equivalent, will be provided for main entrance lobby and miscellaneous areas.

(4) Separate packaged roof top HVAC units will be provided for elevator machine room.

(5) Separate packaged heat pump HVAC units will be provided for the amenity areas.

(6) Separate packaged HVAC and dehumidification unit will be provided for the Pool Area. See Section S for a description of the swimming pool.

(7) All energy consumed for air-conditioning common areas will be billed by the utility and borne by the Condominium Association as a common expense to the individual Condominium Unit Owners.

(8) The mechanical system will be designed to meet all applicable ASHRAE and NYSECC standards to meet legal comfort conditions for this type of occupancy group based on this area's accepted normal weather patterns.

N. Ventilation

(1) Each Condominium unit and townhouse bathroom will be provided with mechanical exhaust by centrifugal room exhaust fans connected to exhaust shaft-ways as required by New York City code requirements.

(2) Exhaust Fans:

(i) Condominium Tower: There will be fifteen (15) dryer exhausts, three (3) kitchen exhaust, sixteen (16) toilet exhausts and a trash room exhaust. These exhausts may be located on the roof.

(3) The interior public corridors will be provided with ventilation air (100% outside air) by a roof mounted air cooled AC, gas-fired, outside air unit. The conditioned air will be distributed by means of a galvanized sheet steel, or equivalent, air duct distribution system in accordance with New York City code requirements.

(4) Gas meter room will be vented to the outside.

O. Electrical System

(1) The Consolidated Edison electric service will enter the building underground and terminate into main switchboard room on 1st floor. The electric service capacity will be (2) 4000 amp service take-off's rated at 120/208 volt, 3 phase 4 wire. One incoming service will terminate in a metered switchboard feeding the building loads. The second incoming will terminate in an unmetered switchboard serving the condominium units directly and individually metered by Con Edison.

(2) The main electrical room will be located on the 1st floor. The metered switchboards will consist of switches with current-limiting fuses. The switchboard will distribute power to the building services, mechanical equipment, fans, pumps, elevators, back of house lighting and power, residential common elements of the building, etc. The un-metered switchboard will distribute power to the metering assemblies on selected floors for individual metering (Con Edison) of the apartment units, commercial spaces.

(3) Condominium Unit Service: Each Condominium Unit will have a 120/208 volt, 1 Ph, 3W load center panel.

(i) All Condominium Unit electrical panels will have approximately 36-42 pole capacity to handle all anticipated loads within unit.

(ii) The average Condominium Unit will have approximately 24-36 circuits, adequate to power lighting, heat pump units, kitchen appliances (gas cook top, electric oven, microwave, refrigerator, dishwasher, toaster, garbage disposal, and coffee maker. Selected units will have towel warmers and wine coolers.

(iii) Each Condominium Unit will have switches ceiling light fixtures in the kitchen, bathrooms, foyers and hallways. The remainder of the apartment lighting will be provided by the individual Condominium Owner, via a switched receptacle outlet.

(iv) General outlets will be provided in each room as required by the National Electrical Code 2005 with NYC Amendments. Smoke carbon monoxide detection will be provided in each apartment as per NYC Building Code. Convenience appliance outlets shall be ground fault type. ARC fault circuit breakers will be provided for bedroom circuits as required by the 2005 National Electrical Code with NYC Amendments. Residential units with terraces will be provided with an exterior light fixture (s) and a weatherproof G.F.I. (ground fault interrupted) electrical receptacle. Convenience receptacles will be

provided to meet requirements of the National Electric Code 2005 with NYC Amendments.

(4) Fire pump and fire alarm system will be fed from service side of service switch.

(5) Emergency lighting will be provided by battery packs.

(6) Capacity provided for each residential unit will be in accordance with Code Requirements and is as follows:

(i) Studio units: 125 amperes fuse - 3 # 1 + 1 # 6 ground copper conductors - 1 1/2" conduit

(ii) One bedroom units: 125 amperes fuse - 3 # 1/1 # 6 ground copper conductors - 2" conduits

(iii) Two bedroom units: 150 amperes fuse - 3 # 1/0 + 1 # 6 ground copper conductors - 2" conduits

(iv) Three bedroom units: 150 amperes fuse - 3 # 1/0 + 1 # 6 ground copper conductors - 2" conduits

(v) Penthouse: 175A amperes fuse - 3 # 2/0 + 1 # 6 ground copper conductors - 2" conduits

P. Intercom & Security

(1) An intercom system will be provided for all Condominium Units.

Q. Fire and Smoke Detection Systems

(1) Fire Alarm System: A code compliant J-2 sprinkler alarm system will monitor the building fire alarm devices including sprinkler and fire pump flow and tamper switches, smoke and heat detectors in mechanical rooms.

(2) Smoke Detection:

(i) Each Condominium Unit will contain a combination carbon monoxide / smoke detector located in the vicinity of the bedrooms. The detector will be wired to 120-volt local power and will be self-contained with its own sounding device.

(ii) Smoke detectors will be provided in Electric, Telephone, and Elevator Machine Rooms. System will also include flow and tamper switches for each floor sprinkler system.

R. Garage & Parking Areas:

(1) There will be a parking garage facility in a separate structure that is not part of the condominium which will consist of approximately 35,000 square feet spread out over two floors with a landscaped roof. There will be additional parking provided in an exterior parking lot on grade. This parking lot will be paved with asphalt and will be screened from the adjacent development with a combination of fencing and landscape elements.

(2) The parking garage facility will accommodate approximately 174 cars in attended valet spaces through a combination of conventional parking

spaces and mechanical parking stackers on the ground floor. The parking surface will be concrete finished with water resistant sealer.

(3) The temporary exterior parking lot will accommodate approximately 48 cars in valet parking spaces on grade. When the planned structured parking is built in a future phase (phase 3), these 48 cars will be accommodated in that structure.

(4) All of the parking on the site will be available to the building residents but will be shared with the adjacent buildings. Of the 222 parking spaces provided on this site, at least 108 will be accessory to this building.

S. Swimming Pools

(1) The pool will be a steel swimming pool located on the ground floor of the property. It will be fully enclosed. The allowable number of bathers in the pool is 24.

(2) The pool will be 50'-0" long, 18'-0" wide, and a maximum 4'-6" deep.

(3) There will be a sand filter with a 5 horsepower pump.

(4) The pool will be heated via domestic hot water through a heat exchanger.

T. Recreation Facilities

(1) Amenity Spaces - A common amenity space of approximately 7,800 square feet will be provided on the first and second floors. This amenity space will be accessible to residents of the condominium tower. The pool will also be accessible to residents of the adjacent development. The amenity space will contain the following components:

(i) Gym - A gym of approximately 1,275 square feet will be provided as part of the common amenity space. This room will contain a variety of exercise equipment.

(ii) Multi-purpose room - A multi-purpose room of approximately 750 square feet will be provided as part of the common amenity space. This room will include a small kitchenette including a refrigerator, sink, and microwave.

(iii) Play Room - A children's play room of approximately 430 square feet will be provided as part of the common amenity spaces.

(iv) A swimming pool of approximately 2,600 square feet will be provided on the ground floor as part of the amenity spaces (see Section S above.)

(v) Spa - A spa area of approximately 300 square feet will be provided as part of the common amenity space. The spa will include a hot tub and sauna.

(2) Common Terrace: A sun deck will be provided on the ground floor. This space will be finished in wood.

A terrace will be provided on the 2nd floor of the amenity. This space will be finished in wood.

(3) Tennis Courts: None

(4) Bicycle Storage

(i) 40 individual bicycle storage racks will be located in a bicycle storage room on the ground floor of the condominium tower.

U. Permits, Certificates, and Approvals

(1) The work will be performed in compliance with applicable provisions of the New York City Zoning Resolution, the New York State Multiple Dwelling Law, and the 1968 New York City Building Code.

(2) The plans have been filed with the Department of Buildings. The Building application number is #104039201.

(3) The following inspections and signoffs will be required to obtain a Temporary Certificate of Occupancy: Construction, Plumbing, and Elevator. All controlled inspections will be performed by NYS licensed firms and engineers.

(4) The following inspections and signoffs will be required to obtain a Certificate of Occupancy: Construction, Plumbing, Electrical, and Elevator. To obtain a construction signoff, Equipment Use Permits will be required for air conditioning and sprinkler and standpipe inspections

(5) Upon completion of the project the building must be registered with the Department of Housing Preservation and Development as a Multiple Dwelling by the Condominium Association. This registration must be renewed by the Condominium Association every year.

(6) During normal operation of this building regular elevator inspections will be required, including Periodic, One Year, and Five Year Inspections. These will be the responsibility of the Condominium Association.

(7) Yearly sprinkler inspections will be required, and five-year standpipe inspections will be required. These will be the responsibility of the Home Owner's Association.

(8) Inspections of facades will be required every five years under New York City Local Law 11 of 1998. The project will comply with Local Law 58/87, Title 26 and ADA. These will be the responsibility of the Condominium Association.

(9) Landmark Status: None.

V. Violations (Not Applicable)

W. Unit Information

(1) The estimated square foot area of the Condominium Units set forth in the Floor Plans, Schedule A of the Offering Plan and Exhibit B to the Condominium Declaration, are approximate and are based upon the following method of tabulation.

(2) All dimensions are approximate and subject to normal construction variances and tolerances. Square Footage (SF) is calculated from exterior face of exterior walls (perimeter and mechanical pipes are not deducted);

centerline of demising walls, common corridors, stairs, elevators & other mechanical equipment spaces or any Common Elements.

(3) Any Common Elements located within a Condominium Unit are not considered part of such Condominium Unit.

(4) Measured vertically, each Condominium Unit will consist of the volume from the top of the concrete floor slab below (located under the finish flooring and sub-floor materials) to the underside of the concrete slab above. The clearance between the top of the concrete floor slab and bottom of the finish ceiling in the Condominium Units will generally be in excess of approximately 9'-0" in major areas. Certain Condominium Units and areas within other Condominium Units may have clearances of less than this to accommodate facilities or piping located above the ceiling or otherwise to respond to field conditions.

(5) Sponsor reserves the unconditional right to make changes due to unforeseen conditions in accordance with the Offering Plan

(6) The types of Residential Units are as follows:

Apt.	Floor	Type		# of Bath	# of Half Bath	Balcony/ Terrace SQF	Apt SQF
A	3	2 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	2	0	448	1,319
A	4-5	2 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	2	0	0	1,389
A	6-8	2 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	2	0	0	1,392
A	9-27	2 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	2	0	140	1,376
B	3-27	1 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	1	0	0	813
C	3-27	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	775
D	3-5	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	602
D	6-19	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	602
D	20-27	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	605
E	3-5	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	626
E	6-19	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	638
F	6-11	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	714

Apt.	Floor	Type		# of Bath	# of Half Bath	Balcony/ Terrace SQF	Apt SQF
F	12-19	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	94	714
G	6	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	474	923
G	7-11	1Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	923
G	12-19	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	125	923
H	6	2 Br	Living/Dining/Kitchen Bathrooms/Closets	2	0	451	1,234
H	7-19	2 Br	Living/Dining/Kitchen Bathrooms/Closets	2	0	0	1,234
I	2	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	811
J	6	0 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	1	0	174	689
J	7-19	0 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	1	0	0	689
K	6	3 Br	Living/Dining/Kitchen Bathrooms/Closets	2	1	410	1,810
K	7-19	3 Br	Living/Dining/Kitchen Bathrooms/Closets	2	1	71	1,810
L	20-27	2 Br	Living/Dining/Kitchen Bathrooms/Closets	2	0	94	1,120
M	20-27	2 Br	Living/Dining/Kitchen Bathrooms/Closets	2	0	125	1,179
N	20-31	2 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	2	1	0	1,396
2O	2	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	798
P	20-27	2 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	2	1	71	1,555
P	28-31	2Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	2	1	71	1,562
Q	3-5	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	568
R	2-5	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	584
S	2	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	882
S	3-5	1Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	874
T	2	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	649
T	3-5	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	649
U	2-5	1 Br	Living/Dining/Kitchen	1	1	0	943

Apt.	Floor	Type		# of Bath	# of Half Bath	Balcony/ Terrace SQF	Apt SQF
			/Den*/Bathrooms/ Closets				
V	2	1 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	1	1	0	918
V	3-5	1 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	1	1	0	918
W	2	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	653
W	3-5	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	655
X	3-5	3 Br	Living/Dining/Kitchen /Den*/Bathrooms/ Closets	2	0	96	1,541
Y	20-31	1 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	762
Z	2	0 Br	Living/Dining/Kitchen Bathrooms/Closets	1	0	0	642
PH 1	PH-3 (30) & PH-4 (31) (DUPLEX)	4 Br	Living/Dining/Kitchen Bathrooms/Closets	4	1	327	2,371
PH 2	PH-3 (30) & PH-4 (31) (DUPLEX)	3 Br	Living/Dining/Kitchen Bathrooms/Closets	3	1	147	1,916
PH 3	PH-3 (30) & PH-4 (31) (DUPLEX)	3 Br	Living/Dining/Kitchen Bathrooms/Closets	3	1	188	1,965
PH 4	PH-3 (30) & PH-4 (31) (DUPLEX)	4 Br	Living/Dining/Kitchen Bathrooms/Closets	3	1	0	2,200
PH 5	PH-1 (28) & PH-2 (29) (DUPLEX)	4 Br	Living/Dining/Kitchen Bathrooms/Closets	4	1	612	2,371
PH 6	PH-1 (28) & PH-2 (29) (DUPLEX)	3 Br	Living/Dining/Kitchen Bathrooms/Closets	3	1	588	1,916
PH 7	PH-1 (28) & PH-2 (29) (DUPLEX)	3 Br	Living/Dining/Kitchen Bathrooms/Closets	3	1	524	1,959
PH 8	PH-1 (28) & PH-2 (29) (DUPLEX)	4 Br	Living/Dining/Kitchen Bathrooms/Closets	3	1	122	2,200
SUPER	2	2 Br	Living/Dining/Kitchen	2	0	0	1,038

Apt.	Floor	Type	# of Bath	# of Half Bath	Balcony/ Terrace SQF	Apt SQF
		Bathrooms/Closets				

* Note: Sleeping is prohibited in spaces labeled as "Den" in floor plans.

(7) Finish Schedule Legend

CONC - Concrete

CPT - Carpet

CT - Ceramic Tile

GLT - Glass Tile

GWB - Gypsum Wall Board

QT -Quarry Tile

ST - Stone

SC - Suspended Ceiling

VB - Vinyl/Rubber Base

WD - Wood

WDB - Wood Base

WDP - Wood Panel

WRWB - Water-Resistant gypsum Wall Board

(8) Finish Schedule - Condominium Units:

Space	Floor	Wall*	Base	Ceiling*	Countertop	Backsplash
Kitchen	WD**	GWB	WDB	GWB	ST**	ST**
Master Bath.	CT	WRWB/CT	CT	GWB	ST**	N/A
Second Bath	CT	WRWB/CT	CT	GWB	N/A	N/A
Powder Room	CT	WRWB/CT	CT	GWB	ST**	N/A
Foyer	WD**	GWB	WDB	GWB	N/A	N/A
Living Room	WD**	GWB	WDB	CONC	N/A	N/A
Bedrooms	WD**	GWB	WDB	CONC	N/A	N/A
Closets	WD**	GWB	WDB	GWB	N/A	N/A

Notes: * Unless otherwise noted, all ceilings and walls shall be painted. Paint to consist of one prime coat and two finish coats.

**Marble, stone and wood. The marble, stone and wood in your home are products of nature and variations in color, texture and surface smoothness can be expected. All of these products have more pronounced imperfections and veining in their

finished surface than others. Buyer acknowledges that they have reviewed the marble, stone and wood samples in the sales center and understand that these variations exist and that there are inherent variations between the different marble, stone, and wood selections. Also, the locations of seams in the countertops will be determined by the manufacturer based on length, layout, various options chosen, etc.

Finish Schedule - Penthouse Units:

Space	Floor	Wall*	Base	Ceiling*	Countertop	Backsplash
Kitchen	WD	GWB	WDB	GWB	ST	GLT
Master Bath.	ST	WRWB/ST	ST	GWB	ST	N/A
Second Bath	ST	WRWB/ST	ST	GWB	ST	N/A
Powder Room	WD	WRWB/CT	WDB	GWB	WD	N/A
Foyer	WD	GWB	WDB	GWB	N/A	N/A
Living Room	WD	GWB	WDB	CONC	N/A	N/A
Bedrooms	WD	GWB	WDB	CONC	N/A	N/A
Closets	WD	GWB	WDB	GWB	N/A	N/A

Notes: * Unless otherwise noted, all ceilings and walls shall be painted. Paint to consist of one prime coat and two finish coats.

**Marble, stone and wood. The marble, stone and wood in your home are products of nature and variations in color, texture and surface smoothness can be expected. All of these products have more pronounced imperfections and veining in their finished surface than others. Buyer acknowledges that they have reviewed the marble, stone and wood samples in the sales center and understand that these variations exist and that there are inherent variations between the different marble, stone, and wood selections. Also, the locations of seams in the countertops will be determined by the manufacturer based on length, layout, various options chosen, etc.

Finish Schedule - Common Areas:

Space	Floor	Wall*	Base	Ceiling*
Public Corridor	CPT	GWB	WDB	GWB
Lobby	CT	ST/WD	WDP	MB SC/GWB
Toilet Rooms	CT	WRWB	CT	GWB
Stairs	CONC	CONC/GWB	N/A	CONC
Refuse Room	QT	GWB	QT	CONC
Electrical Closet	CONC	GWB	VB	CONC

Notes: * Unless otherwise noted, all ceilings and walls shall be painted. Paint to consist of one prime coat and two finish coats.

(9) Kitchen & Bathroom Fixtures

(i) Master Bathrooms:

(a) Toilet: Kohler, K-3654-0, Persuade Two-Piece Elongated Toilet with Dual Flush Technology, White, or its equivalent. Seat Kohler K-4664, White, or its equivalent.

(b) Sink: Kohler, K-2214-0, Ladena Undercounter Sink with Overflow, White, or its equivalent.

(c) Faucet: Lefroy Brooks, X1-1020: Zu, Deck Mounted Three-Hole Faucet, Polished Chrome, or its equivalent.

(d) Bath Tub: Alcove, Custom Flori De Colt, Undercounter Installation, Acrylic, White, or its equivalent.

(e) Tub/Shower Fittings: Lefroy Brooks X1-1056: Zu/ XO Range: Zu, Polished Chrome, or its equivalent.

(f) Drain: Kohler, K-7161-AF-CP, Clearflo Adjustable Pop-Up Drain, Polished Chrome, or its equivalent.

(ii) Second Bathrooms:

(a) Toilet: Kohler, K-3654-0, Persuade Two-Piece Elongated Toilet with Dual Flush Technology, White, or its equivalent. Seat Kohler K-4664, White, or its equivalent.

(b) Sink: Duravit, Scola 6846000001, White, or its equivalent.

(c) Faucet: Lefroy Brooks, X1-1040: Zu, Deck Mounted Basin Mono Faucet, Polished Chrome, or its equivalent.

(d) Bath Tub: Alcove, Custom Flori De Colt 7766 R/L, Alcove Installation, Acrylic, White, or its equivalent.

(e) Tub/Shower Fittings: Lefroy Brooks, Kafka K1-1031/ X1-1075:Zu, Polished Chrome, or its equivalent.

(f) Drain: Kohler, K-7161-AF-CP, Clearflo Adjustable Pop-Up Drain, Polished Chrome, or its equivalent.

(iii) Powder Room:

(a) Toilet: Kohler, K-3654-0, Persuade Two-Piece Elongated Toilet with Dual Flush Technology, White, or its equivalent. Seat Kohler K-4664, White, or its equivalent.

(b) Sink: Kohler, Inscribe K-2288-0, Wading Pool Lavatory, Cast Iron, White, or its equivalent.

(c) Faucet: Lefroy Brooks, X1-1048, High Neck Deck Mounted Basin Mono Faucet, Polished Chrome, or its equivalent.

(d) Lavatory Trap: Kohler, K-9035, Bottle Trap, Polished Chrome, or its equivalent.

(iv) Kitchen:

(a) Sink: Elkay ELU211510 Lustertone, Undermount Single Bowl Sink, Stainless Steel, or its equivalent.

(b) Faucet: Lefroy Brooks, X1-3400, Deck Mounted Mono Faucet, Polished Chrome, or its equivalent.

(10) Kitchen & Bathroom Accessories:

(i) Master Bathrooms:

(a) Medicine Cabinet: Custom Medicine Cabinet with Mirrored Door(s) and Integrated Lighting by Red Star, or its equivalent.

(b) Vanities: Millwork, Polished Stone Counter, Lacquer Veneer doors, or their equivalent.

(c) Shower Enclosure & Door: Frameless, Clear tempered glass, door and side panel, square hinges, or its equivalent.

(d) Towel Bars: Custom Stone shelf/ towel bar.

(e) Toilet Paper Holder: Lefroy Brooks XO: Zu Series, Polished Chrome, or its equivalent.

(f) Robe Hook: Lefroy Brooks XO: Zu Series, Polished Chrome, or its equivalent.

(g) Towel Warmer (at Penthouse Units Only): Myson EECOS185 H, or its equivalent.

(ii) Second Bathrooms:

(a) Medicine Cabinet: Custom Medicine Cabinet with Mirrored Door(s) and Integrated Lighting by Red Star, or it's equivalent.

(b) Towel Bar: Lefroy Brooks XO: Zu Series, Polished Chrome, or its equivalent.

(c) Toilet Paper Holder: Lefroy Brooks XO: Zu Series, Polished Chrome, or its equivalent.

(d) Robe Hook: Lefroy Brooks XO: Zu Series, Polished Chrome, or its equivalent.

(iii) Powder Rooms:

(a) Mirror: 1/4" full height mirror.

(b) Towel Bar: Lefroy Brooks XO: Zu Series, Polished Chrome, or its equivalent.

(c) Toilet Paper Holder: Lefroy Brooks XO: Zu Series, Polished Chrome, or its equivalent.

(11) Kitchen Appliances:

(i) Studio & 1-Bedroom Units:

(a) Refrigerator/Freezer: 30" Wide, Sub-Zero, 611, 12.7 cu ft refrigerator, 3.9 cu ft freezer or its equivalent.

(b) Gas Cooktop: 30" Wide, Miele, KM3464G, 4-Burner, or its equivalent.

(c) Electric Oven: 30" Wide, Miele, H4880BP, or its equivalent.

(d) Dishwasher: Miele, G2180SCVi, Hidden Controls, or its equivalent.

(e) Microwave*: 30" Wide, Sharp, KB-6025MK, 1.0 cu ft, or its equivalent.

(f) Recirculation Hood*: Miele DA3180, DUU150, 625cfm or its equivalent.

(g) Disposer: Waste King, Legend 8000TC, Batch Feed, 1 hp, or its equivalent.

(h) Washer/Dryer: Maytag, MET3800TW, Stacked, or its equivalent.

(ii) 2 & 3 Bedroom Units:

(a) Refrigerator/Freezer: 30" Wide, Sub-Zero, 611, 12.7 cu ft refrigerator, 3.9 cu ft freezer or its equivalent.

(b) Gas Cooktop: 30" Wide, Miele, KM3464G, 4-Burner, or its equivalent.

(c) Electric Oven: 30" Wide, Miele, H4880BP, or its equivalent.

(d) Dishwasher: Miele, G2180SCVi, Hidden Controls, or its equivalent.

(e) Microwave*: 30" Wide, Sharp, KB-6025MK, 1.0 cu ft, or its equivalent.

(f) Recirculation Hood*: Miele DA3180, DUU150, 625cfm or its equivalent.

(g) Disposer: Waste King, Legend 8000TC, Batch Feed, 1 hp, or its equivalent.

(h) Washer/Dryer: Maytag, MET3800TW, Stacked, or its equivalent.

(iii) Penthouse Units:

(a) Refrigerator/Freezer: 36" Wide, Sub-Zero, 650, 15.7 cu ft refrigerator, 4.9 cu ft freezer or its equivalent

(b) Gas Cooktop: 36" Wide, Thermador, SGS365CS, 5-Burner or its equivalent.

(c) Electric Oven: 30" Wide, Thermador, SEC301BS, 4.9 cu ft or its equivalent.

(d) Dishwasher: Bosch, Hidden Controls, SHX46A, or its equivalent.

(e) Microwave: 24' Wide, KitchenAid, KBMS1454RSS, 1.4 cu ft or its equivalent.

(f) Recirculating Hood: Thermador 30" Traditional Stainless Steel Silent Series Wall Hood, HSB30BS, with recirculating kit or its equivalent.

(g) Disposer: GE, Batch Feed, GFB760F, ¾ hp or its equivalent.

(h) Washer/Dryer: Side by Side

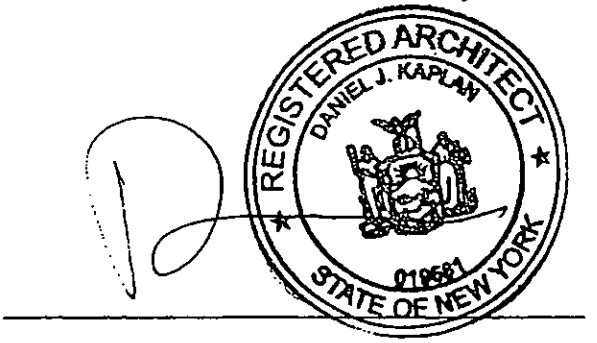
(i) Washer: Maytag, MTW5800TW.

(ii)Dryer: Maytag, MED5900TW.

END OF SECTION

The foregoing constitutes a true, correct and complete Description of Property by our firm for the properties located at the following address:

2 NORTHSIDE PIERS; Brooklyn, NY



Daniel J. Kaplan, AIA
Senior Principal

164 Kent Avenue (Block 2340, Lot 1)

BROOKLYN, NEW YORK

Remedial Action Plan

AKRF Project Number: 10576

Prepared for:

RD Management
810 Seventh Avenue, 28th Floor
New York, New York 10019

Prepared by:

AKRF Engineering, P.C,
440 Park Avenue South, 7th Floor
New York, NY 10016
212-696-0670

APRIL 2006

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Table 1 - Soil Hot Spot Summary
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Appendix A - Soil Remediation Documentation
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1.0 INTRODUCTION

The subject property is identified as 164 Kent Avenue (Tax Block 2340, Lot 1). It is bounded by the west side of Kent Avenue between North 4th and North 5th Streets in the Williamsburg neighborhood of Brooklyn, New York. The purpose of this Remedial Action Plan (RAP) is to present measures for proper handling and disposal of excavated soil and fill material. This report is based upon the findings presented in AKRF, Inc.'s Phase II Subsurface Investigation Report dated October 2005. A site location map and site plan are provided as Figures 1 and 2, respectively.

2.0 SITE BACKGROUND INFORMATION

2.1 Subsurface Conditions

The surface topography slopes down to the west along North 4th and North 5th Streets. The property is situated at an elevation approximately 10 feet above the National Geodetic Vertical Datum of 1929 (an approximation of mean sea level) according to the U.S. Geological Survey Brooklyn Quadrangle Topographical Map. Groundwater at the site was encountered during the investigation and in the on-site monitoring wells at a depth ranging between six and 10 feet below surface grade. Groundwater most likely flows in a westerly direction toward the East River, which is directly adjacent to the site. However, actual groundwater flow at the site is most likely tidally influenced and can be affected by many factors including past filling activities, underground utilities and other subsurface openings or obstructions.

The overburden soil encountered during the boring program was a fill material comprised of brown and reddish brown silt, sand, gravel, brick fragments, wood, and construction debris. It is assumed that this fill comprised most of the material encountered down to at least 12 to 15 feet below grade. The native subsurface soils in Brooklyn consist of sediments from the Wisconsin Age Upper Pleistocene deposits. The sediments are glacial in origin and are made up of terminal and ground moraine deposits as well as glacial outwash. The Brooklyn area sediments are mostly an unsorted and unstratified mix of sand, silt, clay, boulders and gravel, which together constitute the Upper Glacial Aquifer.

2.2 Previous Site Use

The project site was used as a shipyard in the late 1800's, a railroad yard from sometime between 1887 and 1905 until at least 1965, and a scrap metal recycling facility (junk yard) from sometime between 1965 and 1979 to 1991. From 1991 until 2006, the site was used as a waste transfer station for recycled paper products. During this period, the western portion of the site was also used as a contractor's yard. A summary of the previous investigations is presented in Section 2.3.

2.3 Previous Environmental Investigations

Site Characterization Report, Woodward-Clyde, July 1997

In November 1996, Woodward-Clyde of New York, New York, performed a site characterization at the subject property for USA Waste Services, the occupant of the subject property at that time. It is AKRF's understanding that the site characterization was completed to secure financing from the New York City Industrial Development Agency (NYC IDA). The objective of the site characterization was to delineate the potential presence of subsurface contaminants at the site. Environmental concerns about the site were based on the historic use of the property as a rail yard and a scrap metal recycling facility. The site characterization was performed in accordance with a work plan approved by the New York State Department of Environmental Conservation (NYSDEC) and the New York City Department of Environmental Protection (NYCDEP).

The area of the investigation performed by Woodward-Clyde incorporated Tax Block 2340, Lot 1 (the subject property), and the two blocks north of the subject site (Tax Block 2332, Lot 1 and Tax Block 2324, Lot 1). The site characterization included the collection of 22 soil gas samples, the advancement of 18 soil borings, the excavation of seven test pits, and the collection of 25 soil samples for laboratory analysis throughout all three blocks. The purpose of the soil gas program was to assist in biasing the soil sampling locations towards areas of suspected environmental impact. Test pit locations were based on the soil gas sampling results and a Phase I performed by Woodward-Clyde earlier that same year. The soil gas samples were analyzed for volatile organic compounds (VOCs). Soil samples were analyzed by a laboratory for VOCs, semi-volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), cyanide, metals, and asbestos.

Results of the soil gas sampling program revealed that VOC constituents were present in the areas east and west of the Waste Transfer Facility building and in the west parking lot of Tax Block 2332, Lot 1. The highest concentrations of VOCs were centered on the former diesel underground storage tank (UST) area located east of the one- and two-story office building. Four soil borings in the original work plan were relocated to focus on this area.

Soil sample results were compared to the Recommended Soil Cleanup Objectives (RSCO) outlined in the NYSDEC Technical and Administrative Guidance Memorandum (TAGM) 4046. The analytical results of the soil sampling indicated the presence of elevated concentrations of SVOCs and metals in the soil throughout the three blocks. Acetone was the only elevated VOC concentration detected in the samples, which was considered a laboratory contaminant and not indicative of environmental impact.

Two soil samples contained elevated asbestos concentrations, both of which were located on the subject property (Tax Block 2340, Lot 1). One of the samples that tested positive for asbestos was collected from the south-central portion of the property and one was immediately west of the office building. Six samples contained PCB concentrations above 1,000 parts per billion (ppb).

The *Site Characterization Report* concluded that no significant impact was observed at the property and that the identified contaminants were consistent with the presence of historic fill and the past uses of the property. Soil at the site was not found to be considered Resource Conservation and Recovery Act (RCRA) hazardous waste based upon samples analyzed using the Toxicity Characteristics Leaching Procedure (TCLP).

Underground Storage Tank Closure Site Assessment Report, Woodward-Clyde, July 1997

In November 1996, USA Waste Services discontinued use of its gasoline fueling system due to difficulties in maintaining a prime in the fuel dispensing equipment. On November 6 and 7, 1996, the Interstate Industrial Corporation (IIC) of Secaucus, New Jersey excavated the top of the underground storage tank system to check for leaks and ascertain the design of the underground storage tanks and piping. Excavation of the system identified four 550-gallon diesel underground storage tanks encased in concrete. The tanks, the dispenser-island, and piping were removed. Stained soil and petroleum odors were identified around the fill ports. Consequently, a spill was called in to the NYSDEC and Spill Number 96-09934 was issued for the site. Woodward-Clyde was then retained to oversee the removal of the underground storage tanks and perform post-excavation sampling.

On April 3, 1997, the underground storage tanks were excavated and removed. The bottom concrete slab was demolished and stained soil along the sidewalls of the excavation was removed. Woodward-Clyde inspected the underground storage tanks and did not note any evidence of failure. It was concluded that the leak occurred in the piping at the dispenser island.

Six post-excavation soil samples and two groundwater samples were collected from the underground storage tank excavation. The soil samples were collected 4.5 feet below grade. Groundwater was encountered at seven feet below grade. The soil samples were analyzed for VOCs and SVOCs listed in the NYSDEC's Spill Technology and Remediation Series (STARS) Memo #1, Petroleum-Contaminated Soil Guidance Policy. The groundwater samples were analyzed for VOCs.

Soil and groundwater analytical results were compared to the TCLP Extraction Guidance Values of STARS Memo #1. The soil analytical results indicated that elevated VOC concentrations above the guidance values still remained in the soil beneath the former dispenser island and in the soil on the west side of the underground storage tank excavation. Groundwater sample analytical results indicated that one of the samples contained a single VOC concentration above its respective guidance value and that the other sample contained 10 VOCs above their respective guidance values. An oily sheen was observed on the groundwater encountered in the underground storage tank excavation. No SVOCs were detected in the soil and groundwater samples collected.

The underground storage tank closure report concluded that the soil impact was limited to the shallow west side of the excavation where the dispenser island was located. Woodward-Clyde concluded that the elevated VOC concentrations and the observed sheen in the groundwater were the result of subsurface disturbance during tank removal activities. Contaminated soil was believed to have mixed with the groundwater during excavation of the bottom concrete slab and during sample collection procedures, which caused the cross-contamination from soil to groundwater to occur. The remaining VOC concentrations were expected to degrade over time by natural attenuation and no further action was recommended by Woodward-Clyde.

Phase I Environmental Site Assessment, Block 2340, Lot 1, Williamsburg, Brooklyn, New York, AKRF, Inc., November 2002.

AKRF, Inc. (AKRF) conducted a Phase I Environmental Site Assessment (ESA) for the project site in November 2002. The ESA included a site inspection, an evaluation of available historical information, an interpretation of relevant federal and state environmental databases, and the site characterization and tank closure reports prepared by Woodward-Clyde in 1997. A summary of the findings of this ESA were as follows:

- Historical Sanborn maps indicated that the project site was used as a shipyard in the late 1800's, a railroad yard from sometime between 1887 and 1905 until at least 1965, and a scrap metal junk yard from sometime between 1965 and 1979 to 1991, when the current owner bought the project site. This prior usage of the site may have resulted in historic contamination of the soil under the project site. In addition, Sanborn maps indicated that the surrounding blocks have over a 100-year history of industrial and manufacturing use.
- Based upon a review of the tank closure report prepared by Woodward-Clyde, some residual petroleum contamination was present following removal of four 550-gallon diesel fuel underground storage tanks and impacted soil in 1996. However, Woodward-Clyde concluded that no further action was warranted. As documented in the State database, NYSDEC spill number 96-09934, associated with the tank closure activities, remained open at that time.
- Fill material at the western edge of the property appeared to comprise municipal waste.
- Soil surrounding the underground oil-water separator tank at the front of the transfer facility was identified as a possible source of on-site petroleum contamination.
- Two manifolded, 275-gallon storage vaulted underground storage tanks were observed in the office building.

- There were documented leaks from Consolidated Edison No. 6 fuel oil underground pipeline located 10 feet below grade along Kent Avenue, directly east-adjacent to the project site.
- The following items were identified as possible sources of PCB contamination: load levelers at the rear of the transfer facility; the compactor associated with the dumpster on the north side of the building; and miscellaneous debris scattered throughout the lot included what appeared to be electrical switchboards.
- Suspect asbestos-containing ceiling and floor tiles were noted in the office building. Access to the roof was not available; however, based on the estimated age of the building, roofing materials were reported to likely contain asbestos.
- Due to the unknown date of construction of the office building, lead-based paint was potentially present on the exterior of the building. Painted surfaces were observed to be peeling and in fair to poor condition.

Phase II Environmental Site Assessment, Block 2340, Lot 1, Williamsburg, Brooklyn, New York, AKRF, Inc., December 2002.

AKRF conducted a Phase II Environmental Site Assessment of the project site in 2002, with the report completed in December 2002. This investigation included the advancement of sixteen soil borings and the analysis of soil and groundwater samples for VOCs by EPA Method 8260, SVOCs (base-neutral fraction only) by EPA Method 8270, TAL metals, and PCBs by EPA Method 8082. This assessment did not include further evaluation of suspect asbestos-containing materials (ACMs) within the on-site buildings and in subsurface soil identified as part of the Phase I ESA or assessment of two manifolded, 275-gallon vaulted underground storage tanks in the office building basement.

Results of the soil and groundwater sampling determined that VOCs were generally below regulatory guidance values. Acetone was detected at sampling location SB-4, but this common laboratory contaminant was not likely indicative of environmental impact. Detected VOC concentrations in all of the groundwater samples were generally below the applicable NYSDEC standards. Naphthalene was detected at location SB-7 at a concentration of 52 parts per billion (ppb), above the regulatory criteria of 10 ppb. Naphthalene is a common petroleum constituent and may have been associated with former underground storage tanks at the site. Soil sampling analytical results identified SVOC concentrations above the NYSDEC TAGM 4046 RSCOs throughout the subject property. The distribution of SVOC concentrations indicated higher contaminant levels in shallow soil compared to deeper soil. These elevated concentrations were attributed to historic fill at the property with potential contributions from surface related spills and other historic operations at the site. The results also indicated some residual contamination in the vicinity of the former diesel fuel underground storage tanks (USTs). Relatively low levels of SVOCs were detected in the groundwater samples collected from the borings and monitoring wells at the site.

Analytical results indicated that TAL metals were detected in the soil throughout the property at concentrations exceeding the TAGM 4046 RSCOs. The elevated metal concentrations were attributed to the deposition of urban fill resulting from past development of the subject site. Several metals were detected in groundwater from all of the borings and monitoring wells at concentrations above the Class GA groundwater quality standards. Groundwater is not used as a potable source in this area. Five of the soil samples collected during AKRF's investigation contained PCBs. Three of these samples [SB-1(1-2), SB-2(1-2) and SB-2(6.5-7)] contained PCBs at concentrations exceeding the TAGM 4046 RSCO of 1,000 parts per billion (ppb) for surface soil, but below the RSCO of 10,000 ppb for subsurface soil.

Based on these results, AKRF concluded that the anticipated industrial use of the subject property as a recycling facility would not likely present significant health concerns related to residual contamination. However, the report recommended implementation of a Soil Management Plan during any future excavation or redevelopment at the site.

Spill Closure Investigation Report, AKRF, Inc., March 2005

The objective of this study was to further investigate subsurface contamination that was discovered during the removal of four underground storage tanks by Woodward-Clyde in July 1997. The investigation consisted of sampling one existing monitoring well and installing two additional monitoring wells in the area of the former tank excavation. Two soil borings were advanced for the installation of these wells. One soil sample was collected from each of the borings. Soil and groundwater samples were analyzed for STARS VOCs by EPA Method 8021, and STARS SVOCs by EPA Method 8270.

Analytical results for soil samples collected from just above the water table indicated concentrations of VOCs (sec-butylbenzene and total xylenes) exceeding applicable RSCOs. SVOCs were detected in the soil samples at concentrations slightly exceeding applicable RSCOs. The detected contaminants in soil were attributed to leaks from the former tank return lines, but also may have been associated with historic fill materials at the site. Methyl tertiary butyl ether (MTBE) was detected in groundwater samples from all three monitoring wells at concentrations below the Class GA groundwater standard of 10 ppb. No other contaminants were detected wells MW-1 or MW-2. VOC and SVOC concentrations detected in MW-3 were all below the applicable GA groundwater standards. The results indicated that the historic release at the site and associated soil contamination were no longer adversely affecting groundwater conditions. It was anticipated that contaminant concentrations in groundwater would further attenuate with time. The report was submitted to the NYSDEC and concluded that closure of NYSDEC Spill No. 96-09934 with no further action was warranted for the site. The NYSDEC closed the spill on November 23, 2005.

Phase II Subsurface Investigation Report, AKRF, Inc., October 2005

A Phase II Subsurface Investigation was performed in September 2005 in accordance with a NYCDEP-approved Sampling Work Plan and Health and Safety Plan. The results were presented in the Phase II Subsurface Investigation Report dated October 2005. The objective of this assessment was to evaluate potential environmental concerns associated with the construction of the new residential buildings on the site. Based upon field observations and analytical data, the assessment resulted in the following conclusions and recommendations:

- Urban fill was present throughout the site and consisted of brown and reddish brown silt, sand, gravel, brick fragments, wood, and construction debris. Based on laboratory analytical results, the fill was not petroleum contaminated, but contained SVOCs, metals, and PCBs that are typical of urban fill material. No significant impact from VOCs or pesticides was detected in the soil.
- No significant impact from VOCs, SVOCs, PCBs or pesticides was detected in the groundwater. Arsenic, cadmium, iron, lead, magnesium, manganese, mercury, and sodium, were detected at levels exceeding regulatory water quality standards in the unfiltered groundwater samples. Iron, lead, magnesium, manganese, and sodium, were detected at levels exceeding their respective regulatory water quality standards in the filtered groundwater samples. Lead was detected in one sample (MW-5 at 0.026 parts per million) at a concentration above the regulatory water quality standard of 0.025 parts per million. Manganese, magnesium, and sodium may be present in groundwater at the site due to the

close proximity of the East River, which is variably saline or brackish, depending on tidal cycles. The metals detected in the unfiltered samples were likely associated with particulates suspended in the groundwater as a result of pumping the wells during sampling.

- Some residual petroleum contamination exists in the area of the former diesel fuel underground storage tank area; however, neither excavation nor dewatering is planned as part of the contemplated development. Based upon the results of the previous investigations conducted at the site, additional remediation in this area was not warranted. Furthermore, the open spill number associated with the former underground storage tanks was closed by the NYSDEC.
- If dewatering is required for the future development activities, then appropriate approvals should be obtained from the NYCDEP for discharges to the combined sewer system. No further action was recommended with respect to groundwater.
- Soil gas measurements did not reveal significant concentrations of methane. Due to the absence of elevated concentrations of VOCs in soil or groundwater or methane in soil gas, the potential for vapor intrusion into the future buildings was considered low.

2.4 Soil Remediation

Asbestos was detected in two soil samples during Woodward-Clyde's 1996 site characterization of the subject property. LVI Environmental Services, a licensed asbestos abatement contractor, was contracted to remediate approximately 640 cubic feet of soil in the two areas where asbestos was identified. Remediation conducted in December 2005 consisted of excavating soil from two eight-foot by eight-foot areas to a depth of five feet below grade. The soil was disposed of at an appropriate waste handling facility and the excavations were backfilled with clean fill material. During soil excavation activities, AKRF collected air samples in accordance with the NYCDEP site-specific variance requirements and post-excavation bulk soil samples from the sidewalls and bottom of each excavation for analysis by EPA Method 600. Documentation associated with the remediation activities, including permit filings, monitoring data, confirmatory soil data, and manifests, is provided in Appendix A.

2.5 Proposed Development

Demolition of the existing buildings commenced in December 2005. Prior to demolition, all hazardous materials, including but limit to, asbestos containing materials, potential PCB-containing fixtures, hydraulic equipment, etc. were removed in accordance with applicable federal, state, and local requirements. All known underground storage tanks at the project site will be removed in accordance with applicable federal, state, and local requirements. Potential building materials containing lead-based paint were handled in accordance with applicable OSHA requirements. The contemplated project includes construction of multi-level residential buildings with above grade parking. A limited sub-grade level for each residential building will be constructed to house mechanical facilities and to provide storage. All contemplated parking is above-grade. The maximum depth of disturbance during future construction is anticipated to be approximately 12 feet below grade. A figure depicting the foundation and site work for the project is presented in Appendix A. The project will proceed in two phases; Phase I will include mid-rise and high-rise buildings along the eastern portion of the site and Phase II will include two high-rise buildings on the western portion of the site.

3.0 CONSTRUCTION MEASURES

It is known that fill material containing elevated concentrations of SVOCs, PCBs, and metals is present underlying the site and will be encountered during soil disturbance activities during general excavation. At the time of the soil disturbance activities for the proposed development, there will be no known underground storage tanks (USTs) present at the site; however, it is possible that previously unidentified tanks, drums, and/or containers may be encountered during excavation. In the event that one or more USTs are encountered, a contingency plan for removal of such tanks is provided in Section 3.1. No soil disturbance in anticipated in the area of former diesel fuel USTs in the center portion of the site where residual petroleum contamination may be present. In the event that petroleum contaminated soil is encountered or excavation in the vicinity of the former diesel fuel USTs is necessary, a contingency plan is provided in Section 3.2 for appropriate handling, testing, and disposal of these materials during general excavation. All work outlined within this RAP is subject to the Construction Phase Environmental Health and Safety Plan (CHASP) developed for the site.

3.1 Petroleum Tank Removal

If tanks are encountered, the tanks and any appurtenances will be cleaned, removed and disposed of in accordance with accepted industry standards and applicable federal, state, and local regulatory agency requirements. Tank and soil removal from the vicinity of discovered underground storage tanks will be conducted in accordance with the NYSDEC, Division of Spills Management Spill Prevention Operations Technology Series (SPOTS) Memo No. 14 "Site Assessments at Bulk Storage Facilities" and in accordance with the NYSDEC, Bureau of Spill Response, STARS Memo No. 1, "Petroleum-Contaminated Soil Guidance Policy," August 1992. Laboratory testing of both characterization samples and of samples obtained from the excavation areas will include STARS Method 8021 for VOCs and STARS Method 8270 for SVOCs.

According to 6 NYCRR Part 612.2, the existing State Petroleum Bulk Storage listing for the site must be updated to reflect the discovery and subsequent removal of any known or additional tanks from the site. Tank removal activities and any associated petroleum-contaminated soil removal must be documented in a Spill Closure Report, which will be submitted to NYSDEC. In addition, the removal of any gasoline underground storage tanks must be reported to the New York City Fire Department.

Typical tank removal procedures are summarized below:

1. Open fill cap or vent pipe and measure for product. Collect a sample of the product. Tank contents will be sampled in accordance with applicable federal, state and local requirements and tested in accordance with the requirements of the receiving facility. Proper disposal of tank contents at an approved facility will be dictated by sample results.
2. Excavate to expose the tank. Vacuum liquid tank contents and pumpable tank bottom residue.
3. Excavate around the tank with care to avoid release of tank and piping contents. Hand excavation around the tank may be necessary. The sides of all excavated areas will be properly stabilized in accordance with OSHA regulations. Continuously monitor the excavated areas in the worker breathing zone for the presence of flammable, toxic or oxygen deficient atmosphere with a photoionization detector (PID), a combustible gas indicator (CGI), and an oxygen meter.
4. Inert the tank of flammable vapors using dry ice and verified using an oxygen meter (less than 7 percent). An access hole will be cut in the tank and the tank will be thoroughly cleaned of residual liquids and sludges.

5. Entry of the tank, if necessary, shall be conducted in conformance with OSHA confined space requirements.

6. Remaining fuels, loose slurry, sludge materials and wastewater will be collected in DOT-approved drums, sampled and analyzed for disposal characterization. After disposal characterization, waste material will be removed and disposed of in accordance with applicable regulations.

7. Remove the tank and all associated piping from the ground and clean the outside of the tank. The tank and piping will be rendered "not reusable," removed from the site and disposed of according to applicable regulations with proper documentation. Remove and dispose of all concrete tank support structures or vaults as encountered.

8. Spill reporting to the NYSDEC Spill Hotline (800-457-7362) shall be conducted, as necessary.

9. After tank removal, examine for evidence of petroleum releases in accordance with NYSDEC SPOTS Memo No. 14 "Site Assessments at Bulk Storage Facilities." If there is evidence of a petroleum release, follow procedures for Soil Contamination Plan in addition to the procedures below.

10. Suspect materials will be field-screened with a photoionization detector (PID). If soil contamination is present, excavate and remove contaminated soil from the tank areas in accordance with the stockpiling and/or direct-loading procedures presented in Sections 5.4.1 and 5.4.2. Material will be excavated until field screening with a PID yields concentrations of less than 20 ppm and until there are no remaining visible signs of contamination or odors. After contaminated soil removal, collect endpoint samples at each sidewall and at the bottom of the excavation for analytical testing as specified in the NYSDEC, Bureau of Spill Response, STARS Memo No. 1, "Petroleum-Contaminated Soil Guidance Policy," August 1992.

11. Photo-document all procedures and record all procedures in a bound field notebook.

12. Copies of all testing results, correspondence with disposal facilities concerning classification of materials, and permits/approvals will be maintained by the project manager and will be submitted to the NYSDEC in a Tank Closure Report.

13. A signed affidavit shall be prepared by the licensed tank installation (removal) contractor and submitted to the New York City Fire Department certifying proper removal of the tank(s).

3.2 Soil Contamination Plan

If sludges or soil known to be contaminated or showing evidence of potential contamination, such as discoloration, staining, odors, or elevated PID readings, is encountered during excavation activities the following procedures will be implemented:

1. Spill reporting to the NYSDEC Spill Hotline (800-457-7362) shall be conducted, as necessary.

2. The suspected soil will be sampled for laboratory analyses. Soil samples will be analyzed for parameters required by the intended disposal facility.

3. If the suspect soil is contaminated based on sampling results, it will be excavated and removed in accordance with the stockpiling and/or direct-loading procedures presented in Sections 3.2.1 and 3.4 of this plan. Soil intended for off-site disposal will be disposed of in accordance with applicable federal, state and local requirements and tested in accordance

with the requirements of the receiving facility. Additional sample analysis may be required by alternative disposal facilities. Additional analysis may be run on existing sample material at the laboratory as long as all holding time and preservation requirements have not been exceeded. If there are exceedances to these requirements or if additional sampling material is required by the laboratory to complete the required analysis, additional samples may be collected.

4. The excavated soil will then be disposed of in accordance with all applicable federal, state and local regulations, as described in Section 3.4.

5. The excavation will continue vertically until no evidence of contamination is noted in the base of the excavation or until groundwater is encountered. The excavation will continue horizontally until no evidence of contamination is noted in the sidewalls of the excavation. Post-excavation endpoint samples will be collected from the sides and bottom of the excavated area, as required by the NYSDEC. Analytical parameters for post excavation soil samples will be VOCs and SVOCs outlined in STARS Memo #1. If post-excavation samples exceed action levels, then additional excavation will be performed, as warranted.

6. Copies of correspondence with disposal facilities concerning classification of materials, testing results, and permits/approvals will be maintained by the project manager and will be submitted to NYSDEC in a Spill Closure Report.

3.2.1 Stockpiling Procedures

Petroleum-contaminated soil or excess fill material intended for off-site disposal may be stockpiled or loaded directly onto trucks for off-site disposal, if pre-approved by the receiving facility. No petroleum-contaminated soil that is excavated from the site will be re-used on-site as fill for grading or other purposes. For soil that will be stockpiled, the stockpiles will be placed on polyethylene sheeting. If the soil is expected to remain on-site overnight or longer, the stockpile will be covered with similar polyethylene sheeting and be secured with large rocks or other appropriate weights to protect against leaching or runoff of contaminants into groundwater or stormwater. The surface surrounding the stockpile will be graded to provide for positive drainage away from the pile. Stockpiles will be managed to minimize dust generation, run-off and erosion, using water, plastic covers, silt fences, and/or hay bales, as necessary.

Soil will be segregated and stockpiled based on whether it will be reused on-site (with no petroleum contamination) and its known or anticipated type and/or level of contamination (based on analytical data, PID readings, odor, staining, etc.). Stockpiles will be separated by a sufficient distance to ensure that mixing of dissimilar or potentially dissimilar materials does not occur. The location and classification of stockpiles will be tracked on site drawings and updated, if necessary, at the end of each workday according to the following categories:

- Non-petroleum contaminated soil for on-site reuse (as discussed in Section 3.2.2):
- Non-petroleum contaminated soil for off-site disposal;
- Petroleum contaminated soil for off-site disposal;
- Soil pending analysis.

Copies of site drawings will be kept in the field log book. Stockpiles intended for off-site disposal may be mixed with other compatible stockpiles on-site (compatibility will be

determined by the requirements of the receiving disposal facility), but hazardous wastes (if any) will not be mixed with non-hazardous wastes.

3.2.2 Soil Reuse

Calculations are provided on Figure 3 for the volumes of soil that will be excavated (cut), reused on-site (fill), and disposed off-site (excess). Excess fill material generated from Phase I, which cannot be used to satisfy the Phase II filling requirements, will be disposed of off-site in accordance with applicable federal, state, and local requirements during the course of or at the conclusion of the Phase I construction activities to minimize the amount of fill material stockpiled on-site.

Excavated soil will be reused on-site, exclusive of petroleum contaminated soil and material removed from "hot spot" areas (described in Section 3.2.3 of this plan), to backfill and grade areas of the site. Reused on-site fill will be prohibited from being placed within the 150-foot wetland adjacent area. A site-wide cap, as described in Section 4.1 of this plan, will be placed above all reused fill material. Figure 4 depicts the areas where reuse of fill material is allowed and where it is prohibited.

3.2.3 Hot Spot Removal

An evaluation was conducted to determine if the soil/fill material at the site represented "hot spots" due to excessive levels of metals and/or polycyclic aromatic hydrocarbons (PAHs). Potential hot spots were identified by conducting a statistical analysis of the soil analytical data and comparing the concentration of metals and PAHs in the respective soil samples to the mean plus three standard deviations for the site wide data set. The identified hot spots are considered areas with elevated concentrations of metals or PAHs, but would not necessarily be classified as hazardous waste. Tables providing the soil concentrations and the statistical analysis are provided in Appendix A. A summary of the identified hot spots is described in Table 1.

Table 1 – Hot Spot Areas

Sample Location	Area of Site	Depth Interval (feet)	Cut or Fill Area	Contaminants of Concern
SB-3	Center	2-3	Fill	Lead
SB-4	South-Center	1-2, 4-5	Fill	Barium, Beryllium, Chromium, Lead, Nickel, Zinc
SB-5	Northwest	1-2	Fill	Copper
SB-8	Center	3-5	Fill	Arsenic
SB-13	Southeast	1-2	Cut	Arsenic
SB-14	South-Center	2-3	Fill	PAHs
TP-3	Southwest	7-8	Fill	Antimony, Silver
TP-4	Northwest	2-3	Fill	Selenium

Based upon the information provided in Table 1, a total of eight hot spots have been identified due to elevated concentrations of metals or PAHs. Table 1 identifies which areas will be excavated (cut) for the purposes of foundation work or grading activities. Only two of the hot spot areas, SB-4 and SB-13, are anticipated to be disturbed during the course of the proposed construction activities. The areas of SB-4 and SB-13 will be remediated following the following procedures:

1. Excavate an area of 5 feet by 5 feet to a depth of 2 feet below the depth interval in Table 1 (for SB-4: 5 ft +2 ft = 7ft; for SB-13: 2 ft + 2 ft = 4ft).
2. Segregate, stockpile, characterize, and disposed of the excavated material, as outlined in Sections 3.2.1 and 3.4 of this plan.
3. Collected confirmatory soil samples consisting of one sample from the mid-point of each sidewall and one bottom sample for laboratory analysis of the contaminant(s) of concern identified in Table 1.
4. If the analytical data for all of the confirmatory samples is below the median plus three standard deviations in Appendix A, then the excavation may be backfilled with suitable fill material.
5. If the analytical data for one or more of the confirmatory samples is above the median plus three standard deviations in Appendix A:
    - If the sidewall sample(s) is above the criteria, extend the length of the affected sidewall(s) above the criteria an additional 2 feet and resample the affected sidewall(s).
    - If the bottom sample is above the criteria, extend the depth of the excavation bottom an additional 2 feet and resample the bottom of the excavation.
6. Repeat Item 5 above until the confirmatory sample data is below the median plus three standard deviations in Appendix A and then backfill the excavation with suitable fill material.

At this time, all of the remaining hot spots will not be disturbed and will be capped with either impervious surfaces or two feet of clean fill, as described in Section 4.1 of this plan. If the other hot spots identified in Table 1 are required to be disturbed during the course of the construction activities, they will be remediated following the procedures described above.

3.2.4 Alternatives to Stockpiling

Alternative procedures to stockpiling could include, but are not limited to, the following:

- Direct placement of non-petroleum contaminated soil (for reuse on-site) in designated areas where the existing elevations will be raised for the development; and
- Agreement(s) from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained and/or additional data collected in place prior to excavation so that materials may be directly loaded into trucks for shipment to the disposal facility.

3.3 Concrete Management

Recycled concrete aggregate (RCA) will be used as backfill and grade areas of the site. Any material that yields visual and/or olfactory evidence of contamination, including painted surfaces, will be segregated for proper off-site disposal in accordance with applicable regulatory requirements. No concrete material from off-site sources will be brought to the site for crushing and use as backfill. Reused RCA will be prohibited from being placed within the 150-foot adjacent wetland area. A site-wide cap, as described in Section 4.1 of this plan, will be placed

above all reused RCA. The areas where reused RCA are prohibited and allowed are depicted in Figure 4.

3.4 Soil Disposal

Disposal will be in accordance with applicable federal, state and local requirements, including those for hazardous waste, industrial waste, petroleum contaminated soil, construction and demolition debris, etc.

The testing performed on the site, indicates that all of the soil that would be disturbed during the development project is contaminated historic fill. Any fill material not reused on-site must be disposed of at a permitted Part 360 disposal facility and cannot be sent to a Soil Recycling Facility (Part 360-16 Registration Facility) or reused off-site, except in accordance with a generic or case-specific Beneficial Use Determination (under 6 NYCRR Part 360), as approved by the NYSDEC.

All excavated soil/fill originating from the site that will be exported for off-site disposal will be characterized in accordance with the intended receiving facility(s) requirements. All material will be analyzed for TCLP (RCRA List) metals to document whether the material would be classified as hazardous waste at a minimum frequency of one sample per 1,000 cubic yards.

Letters of commitment will be obtained from the waste haulers and the treatment, disposal, or recovery facility to haul and accept shipments. The letter will indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, alternate approved and permitted facility(s) for accepting materials will be located.

As applicable, manifest forms and shipment manifest records will be completed as required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight.

3.5 Transportation

Transportation of material leaving the site for off-site disposal will be in accordance with federal, state and local requirements (including 6NYCRR Part 364 and U.S. DOT regulations) covering licensing of haulers and trucks, placarding, truck routes, manifesting, etc.

The schedule for truck arrival will be coordinated to meet the approved project schedule. The schedule will be compatible with the availability of equipment and personnel for material handling operations at the job site. Trucks will be protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling contaminated materials.

All vehicles leaving the project site will be inspected to ensure that contaminated soil adhering to the wheels or under carriage is removed prior to the vehicle leaving the site. Any situations involving material spilled in transit or mud and dust tracked off-site will be remedied. The access routes will be inspected for road conditions, overhead clearance, and weight restrictions.

Contaminated materials from other projects will not be combined with material from the construction area. The transporter will not deliver waste to any facility other than the disposal facility(s) listed on the shipping manifest.

3.6 Dust Control

To prevent the potential off-site transport of dust that may contain above-background levels of contaminants, the following dust control measures will be implemented during all earth-disturbing operations:

- Water will be available (and used) on-site for sprinkling/wetting to suppress dust in dry weather or as necessary.
- All haul trucks will have tarp covers.
- Stabilized construction entrances (gravel pads) and wash stations will be placed at access points to prevent tracking out of dust.

All work that involves soil disturbance or otherwise generates dust will be performed utilizing methods to minimize dust generation to the extent practicable. Particulate air monitoring requirements will be conducted as discussed in Section 3.7 of this Plan.

3.7 Odor Control

If petroleum contaminated soils are encountered, odor control methods will be implemented that will be capable of controlling emissions of nuisance odors. If nuisance odors are identified, work will be halted and the source of odors will be identified and corrected. Work will not resume until all nuisance odors have been abated. The NYSDEC and New York State Department of Health (NYSDOH) will be notified of all odor events and any associated complaints.

3.8 Environmental Monitoring

A qualified environmental professional will oversee all earthmoving activities at the site where there is the potential to disturb or reuse existing soil at the site. This will include any excavation work for the foundations and subsequent trenching and grading activities. The environmental monitor will oversee any tank and contaminated soil removals (if encountered), conduct testing of material to be disposed of off site, and conduct air monitoring as described in this RAP and the CHASP.

An air monitoring program will be implemented to avoid or minimize exposure of the field personnel and the public to potential environmental hazards in the soil and groundwater. Results of the air monitoring will be used to determine the appropriate response action, if needed.

A Dust Trak® dust monitor or equivalent will be used to measure concentration of total particulate matter during all excavation activities at the project site where on-site fill materials or potential petroleum-contaminated will be disturbed.

A photoionization detector (PID) will be used to perform air monitoring during sampling and excavation work at areas where petroleum or other volatile organic compounds are detected (e.g., in the area of the former diesel fuel USTs, if necessary). The PID will be calibrated with isobutylene in accordance with the manufacturer's recommendations.

Measurements for particulate, and if necessary, volatile organic compounds, will be taken prior to commencement of the work and for at least 1 minute every 60 minutes during the work. The action levels developed for the site are based upon 15-minute averages of the monitoring data. The measurements will be made as close to the workers as practicable and at the breathing height of the workers. The Site Safety Officer (SSO) shall set up the equipment and confirm that it is working properly. His/her designee may oversee the air measurements during the day. The initial measurement for the day will be performed before the start of work and will establish the

background level for that day. The final measurement for the day will be performed after the end of work. The action levels and required responses are listed below in Table 2.

Table 2 - Action Levels and Required Responses

Instrument	Action Level (Note 1)	Response Action
Particulate Monitoring (during all excavation activities disturbing on-site fill or petroleum contaminated soil)	Less than 5 mg/m^3	**Level D**
	Between 5 mg/m^3 and 125 mg/m^3	**Level C.** Apply dust suppression measures. If less than 2.5 mg/m3, resume work using Level D. Otherwise, upgrade Level C.
	Above 125 mg/m^3	**Stop work.** Apply additional dust suppression measures. Resume work when less than 125 mg/m3 and maintain Level C.
Volatile Organic Compound Monitoring (with PID, if necessary)	Less than 10 ppm in breathing zone.	**Level D or D-Modified** (Requires coveralls and steel toe boots) (As applicable: Chemical resistant gloves, chemical resistant boot covers, Hard hat, safety glasses, face shield, or escape mask)
	Between 10 and 20 ppm	**Level C.** (Requires Full Face or half face respirator, Hooded chemical resistant two piece Tyvek suite or overalls, Chemical resistant inner and outer gloves, Chemical resistant boot covers, Steel toe and shank boots) (As applicable: Hard hat, face shield, or escape mask)
	More than 20 ppm	**Stop work.** Resume work when source of vapors is abated and readings are less than 20 ppm above background
Notes: 1: 15-minute time-weighted average, parts per million (ppm), milligrams per cubic meter (mg/m^3)		

3.9 Groundwater Management Plan

Groundwater is located between approximately 6 to 10 feet below grade over the site. If dewatering occurs for the future building foundations, representative groundwater samples will be collected from the site for analysis for Sewer Discharge Criteria as part of the application process for the NYCDEP Bureau of Wastewater Treatment (BWT) Wastewater Quality Control Permit. Any contaminated groundwater generated by construction dewatering will be treated on-site, if necessary, to meet discharge limitations. Following on-site treatment, the water would be disposed of in the City sewer with the appropriate permit.

4.0 PROJECT DESIGN MEASURES

4.1 Site Cap

All surfaces on the site will be covered by buildings or pavement. If any areas are not capped in this manner, such areas will be capped with a minimum of two feet of imported clean soil. All imported top soil will be from "virgin" sources and will not be from a "manufactured" source. Within the 150-foot wetland adjacent area, a liner with a permeability of 1×10^{-7} centimeters per second (cm/s) or less will be placed below the two-foot clean soil cap. The aerial extent of the cap and technical details of the liner are

depicted on Figure 5. For the area upland of the wetland area where no liner is present and is not covered by the future buildings or pavement, the permeability of the two-foot clean soil cap will be equal to or less than the existing fill material.

All material imported to the site will meet the criteria outlined in NYSDEC TAGM #4046. Non-virgin imported material that does not have an approved NYSDEC Beneficial Use Determination will be tested at the originating facility at a frequency of one sample per 250 cubic yards for Target Compound List (TCL) VOCs, TCL SVOCs, pesticides, PCBs, and Target Analyte List (TAL) metals by a New York State-certified laboratory. The results will be compared to the Recommended Soil Cleanup Objectives in TAGM #4046 and submitted to the NYCDEP and NYSDEC for review and approval prior to importing of the material. No construction and demolition (C&D) debris will be imported to the site for use as fill.

4.2 Vapor Barrier

While the potential for vapor intrusion into the future buildings is considered low due to the absence of elevated concentrations of VOCs in soil or groundwater or methane in soil gas, a vapor barrier will be installed below all buildings as a contingency measure. The vapor barrier will consist of a Grace Preprufe® 300 membrane, which will be applied to the underside of the foundation slabs. For the portions of the buildings that will include basements, the membrane will also serve as part of the waterproofing system. In those cases, Grace Bituthene® 4000 membrane will be applied to the foundation sidewalls to just below finished grade. The basement waterproofing system will include a structural slab, which in conjunction with the membranes, will eliminate the need for any underground drainage for the foundation. Any penetrations through the foundations will be sealed with Grace Bituthene® liquid membrane. Manufacturer's specifications for the waterproofing system are provided in Appendix B.

5.0 QUALITY ASSURANCE/QUALITY CONTROL

All necessary analyses will be performed by a laboratory that has received approval from the New York State Department of Health's Environmental Laboratory Approval Program (ELAP) for the methods that require analysis.

5.1 Sample Collection

Samples will be collected in accordance with the following procedures:

1. Record sample observations (evidence of contamination, PID readings, soil classification) in field log book.
2. Collect an aliquot of soil or groundwater using a dedicated and disposable plastic sample spoon or sample bailer and place in laboratory-supplied sample jars. One grab sample will be collected for volatile organic compound analysis, if applicable. One composite sample will be collected for all other analyses.
3. Seal and label the sample jars as described in Section 5.6.2 below and place in a chilled cooler.

5.2 Decontamination Procedures

To avoid contamination and cross-contamination of samples, only dedicated or disposable sampling equipment may be used to collect these samples. All non-disposable equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly decontaminated after use.

5.3 Sample Identification

All samples will be consistently identified in all field documentation, chain-of-custody documents and laboratory reports using an alpha-numeric or alpha-alpha code. For stockpiled soil, the alpha prefix will be "SP" and the numbers following the alpha prefix will correspond to excavated stockpiles; beginning with "1, 2, 3...etc." For example, the first sample collected from the first stockpile will be labeled "SP-1-1" and the first sample collected from the second stockpile will be labeled "SP-2-1."

For groundwater samples, the alpha prefix will be "GW" and the number following the prefix will correspond to the sample number. For example, the first groundwater sample collected for sample analysis will be labeled "GW-1" and the second sample will be "GW-2."

5.4 Sample Labeling and Shipping

All sample containers will be labeled with the following information:

1. Site identification
2. Sample identification
3. Date and time of collection
4. Analysis(es) to be performed
5. Sampler's initials

Once the samples are collected and labeled, they will be placed in chilled coolers and stored in a cool area away from direct sunlight to await shipment to the laboratory. Soil samples will be

shipped to the laboratory at a frequency that will not cause the exceedance of applicable holding times for sample methods. At the start and end of each workday, field personnel will add ice to the coolers, as needed.

The samples will be prepared for shipment by placing each sample jar in a sealable plastic bag, then wrapping each bag in bubble wrap to prevent breakage, adding freezer packs and/or fresh ice in sealable plastic bags and the chain-of-custody form. Samples will be shipped overnight (e.g., Federal Express) or transported by a laboratory courier. All coolers shipped to the laboratory will be sealed with mailing tape and a chain-of-custody (COC) seal to ensure that the coolers remain sealed during delivery.

5.5 Sample Custody

Field personnel will be responsible for maintaining the sample coolers in a secured location until they are picked up and/or sent to the laboratory. The record of possession of samples from the time they are obtained in the field to the time they are delivered to the laboratory or shipped off-site will be documented on COC forms. The COC forms will contain the following information: project name; names of sampling personnel; sample number; date and time of collection and matrix; and signatures of individuals involved in sample transfer, and the dates and times of transfers. Laboratory personnel will note the condition of the custody seal and sample containers at sample check-in.

5.6 Documentation

A sample log book will be maintained. The following information, as a minimum shall be recorded to the log.

1. Sample identification number
2. Sample location
3. Field Observations
4. Sample Type
5. Analyses
6. Date/Time of collection
7. Collector's name
8. Sample procedures and equipment utilized
9. Date sent to laboratory/name of laboratory
10. Copies of site drawings indicating stockpile numbers and locations

APPENDIX A

SOIL REMEDIATION DOCUMENTATION

APPENDIX B

STATISTICAL EVALUATION OF METALS & PAH CONCENTRATIONS IN SOIL

APPENDIX C

MANUFACTURER'S SPECIFICATIONS FOR VAPOR BARRIER

Block 2340, Lot 1

BROOKLYN, NEW YORK

Construction Health and Safety Plan

AKRF Project Number: 10567

Prepared for:

RD Management
810 Seventh Avenue, 28th Floor
New York, New York 10019

Prepared by:

AKRF Engineering, P.C.
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APRIL 2006

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Figure 1 - Project Area Map and Nearest Hospital

APPENDICES

Appendix A - Potential Health Effects from On-site Contaminants
Appendix B - West Nile Virus / St. Louis Encephalitis Prevention
Appendix C - Incident Report
Appendix D – Emergency Hand Signals

1.0 PURPOSE

The purpose of this Construction Phase Environmental Health and Safety Plan (CHASP) is to assign responsibilities, establish personnel protection standards and mandatory safety practices and procedures, and provide for contingencies that may arise during construction at the project site. The CHASP is intended to minimize health and safety risks resulting from the known and potential presence of hazardous materials on the site.

This plan is designed to address potential geotechnical, mechanical, or structural safety concerns, nor to supersede or replace any OSHA regulation and/or local and state construction codes or regulations.

2.0 APPLICABILITY

Work subject to this CHASP shall be all activities that disturb the existing soil on-site. The contractors and their subcontractors involved in the construction project shall provide a copy of this CHASP to their employees whose work involves any potential exposure to the on-site chemical hazards, and shall complete all work in accordance with this CHASP.

3.0 SITE DESCRIPTION

3.1 General Information

The subject property is identified as 164 Kent Avenue (Tax Block 2340, Lot 1). It is bounded by the west side of Kent Avenue between North 4th and North 5th Streets in the Williamsburg neighborhood of Brooklyn, New York.

3.2 Hazard Potential

A Phase II Subsurface Investigation was performed in September 2005. The results were reported in the Phase II Subsurface Investigation Report dated October 2005. Urban fill is present throughout the site and consists of brown and reddish brown silt, sand, gravel, brick fragments, wood, and construction debris. Based on laboratory analytical results, the fill was not petroleum contaminated, but contained semi-volatile organic compounds (SVOCs), metals, and polychlorinated biphenyls (PCBs) that are typical of urban fill material. No significant impact from volatile organic compounds (VOCs) or pesticides was detected in the soil.

No significant impact from VOCs, SVOCs, PCBs or pesticides was detected in the groundwater. Arsenic, cadmium, iron, lead, magnesium, manganese, mercury, and sodium, were detected at levels exceeding regulatory water quality standards in the unfiltered groundwater samples. Iron, lead, magnesium, manganese, and sodium, were detected at levels exceeding their respective GA groundwater standards in the filtered groundwater samples. Lead was detected in one sample (MW-5 at 0.026 parts per million) at a concentration above the regulatory water quality standard of 0.025 parts per million. Manganese, magnesium, and sodium may be present in groundwater at the site due to the close proximity of the East River, which is variably saline or brackish depending on tidal cycles. The metals detected in the unfiltered samples are likely associated with particulates suspended in the groundwater as a result of pumping the wells during sampling.

Some residual petroleum contamination exists in the area of the former diesel fuel underground storage tank area; however, excavation or dewatering in this area is not planned as part of the contemplated development activities. Based upon the results of the previous investigations conducted at the site, additional remediation in this area is not warranted.

3.3 Hazard Evaluation

The most likely routes of exposure are breathing of volatile and semi-volatile compounds or particulate-laden air released during soil disturbing activities, dermal contact, and accidental ingestion. Appendix A includes specific health effects from the known on-site chemicals. The remaining sections of this CHASP address procedures (including training, air monitoring, work practices and emergency response) to reduce the potential for unnecessary and unacceptable exposure to these contaminants. Measures to prevent the risk of West Nile Virus / St. Louis Encephalitis are provided in Appendix B.

The potential adverse health effects from these detected contaminants are diverse. Many of these compounds are known or suspected to result in chronic illness from long-term exposures. However, due to the limited nature of the proposed construction, only acute effects are a potential concern.

This Construction Health and Safety Plan addresses potential environmental hazards from the presence of hazardous materials. It is not intended to address the normal hazards of construction work, which are separately covered by OSHA regulations and/or local and state construction codes and regulations.

3.3.1 Hazards of Concern

Check all that apply		
(x) Organic Chemicals	(x) Inorganic Chemicals	( ) Radiological
( ) Biological	( ) Explosive/Flammable	( ) Oxygen Deficient Atm.
(x) Heat Stress	(x) Cold Stress	( ) Other
Comments: No personnel are permitted to enter permit confined spaces		

3.3.2 Physical Characteristics

Check all that apply		
(x) Liquid	(x) Solid	( ) Sludge
(x) Vapors	( ) Unknown	( ) Other
Comments:		

3.3.3 Hazardous Materials

Check all that apply					
Chemicals	Solids	Sludges	Solvents	Oils	Other
( ) Acids	( ) Ash	( ) Paints	( ) Halogens	( ) Transformer	( ) Lab
( ) Caustics	( ) Asbestos	( ) Metals	(x) Petroleum	( ) Other DF	( ) Pharm
( ) Pesticides	( ) Tailings	( ) POTW	( ) Other	(x) Motor or	( ) Hospital

				Hydraulic Oil	
(x) Petroleum	( ) Other	( ) Other – Tars & Other NAPL		( ) Other	( ) Rad.
( ) Inks					( ) MGP
(x) PCBs					( ) Mold
(x) Metals					( ) Other
(x)Other: VOCs & SVOCs					

3.3.4 Chemicals of Concern

Chemicals	REL/PEL/STEL (ppm)	Health Hazards
Benzene	REL = 0.1 ppm PEL = 1 ppm STEL = 5 ppm	Irritation eyes, skin, nose, respiratory system; dizziness; headache, nausea, staggered gait; anorexia, lassitude, dermatitis; bone marrow depression, potential occupational carcinogen.
Toluene	REL = 100 ppm PEL = 200 ppm STEL = 300 ppm	Irritation eyes, nose; lassitude, confusion, euphoria, dizziness, headache; dilated pupils, lacrimation (discharge of tears); anxiety, muscle fatigue, insomnia; paresthesia; dermatitis; liver, kidney damage.
Ethylbenzene	REL = 100 ppm PEL = 100 ppm	Irritation eyes, skin, mucous membrane; headache; dermatitis; narcosis, coma.
Xylenes	REL = 100 ppm PEL = 100 ppm	Irritation eyes, skin, nose, throat; dizziness, excitement, drowsiness, incoordination, staggering gait; corneal vacuolization; anorexia, nausea, vomiting, abdominal pain; dermatitis
Naphthalene	REL = 10 ppm PEL = 10 ppm	Irritation eyes; headache, confusion, excitement, malaise; nausea, vomiting, abdominal pain; irritation bladder; profuse sweating; jaundice; hematuria (blood in the urine), renal shutdown; dermatitis, optical neuritis, corneal damage
PCBs	REL = 0.001 mg/m^3 PEL = 0.5 mg/m^3 (skin)	Irritation eyes, chloracne; liver damage; reproductive effects; [potential occupational carcinogen].
Particulate	PEL = 15 mg/m^3 (total) PEL = 5 mg/m^3 (respirable)	Irritation eyes, skin, throat, upper respiratory system
Comments: REL = NIOSH Recommended Exposure Limit PEL = OSHA Permissible Exposure Limit STEL = OSHA Short Term Exposure Limit		

4.0 HEALTH AND SAFETY OFFICER

The contractor or engineer will designate one of its personnel as the Site Safety Officer (SSO). The SSO will be a competent person responsible for the implementation of this plan. The SSO will have completed a 40-hour training course (up-dated by an annual refresher) that meets OSHA requirements of 29 CFR

Part 1910, Occupational Safety and Health Standards. The SSO has stop-work authorization, which he/she will execute on his/her determination of an imminent safety hazard, emergency situation, or other potentially dangerous situation. If the SSO must be absent from the site, he/she will designate a suitably qualified replacement that is familiar with the CHASP.

5.0 TRAINING

All those who enter the work area while intrusive activities are being performed must recognize and understand the potential hazards to health and safety. All construction personnel upon entering the site must attend a brief training meeting, its purpose being to:

- Make workers aware of the potential hazards they may encounter;
- Instruct workers on how to identify potential hazards,
- Provide the knowledge and skills necessary for them to perform the work with minimal risk to health and safety;
- Make workers aware of the purpose and limitations of safety equipment; and
- Ensure that they can safely avoid or escape from emergencies.

Each member of the construction crew will be instructed in these objectives before he/she goes onto the site. Construction personnel will be responsible for identifying potential hazards in the work zone. The SSO or other suitably trained individual will be responsible for conducting the training program. Others who enter the site must be accompanied by a suitably-trained construction worker.

6.0 GENERAL WORK PRACTICES

To protect the health and safety of the field personnel, all field personnel will adhere to the guidelines listed below during activities involving subsurface disturbance in contaminated areas.

- Eating, drinking, chewing gum or tobacco, and smoking are prohibited, except in designated areas on the site. These areas will be designated by the SSO.
- Workers must wash their hands and face thoroughly on leaving the work area and before eating, drinking, or any other such activity. The workers should shower as soon as possible after leaving the site.
- Contact with contaminated or suspected surfaces should be avoided.
- The buddy system should always be used; each buddy should watch for signs of fatigue, exposure, and heat stress.

7.0 PERSONAL PROTECTIVE EQUIPMENT & AIR MONITORING

7.1 Personal Protective Equipment

The personal protection equipment required for various kinds of site investigation tasks are based on 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response, Appendix B, "General Description and Discussion of the Levels of Protection and Protective Gear."

AKRF field personnel and other site personnel shall wear, at a minimum, Level D personal protective equipment. The protection will be based on the air monitoring described in Section 7.2.

LEVEL OF PROTECTION & PPE		1 – Excavation	2 – Other Earth Moving Activities
Level D (x) Steel Toe Shoes (x) Hard Hat **(within 25 ft of excavator)** (x) Work Gloves	(x) Safety Glasses ( ) Face Shield (x) Ear Plugs (within 25 ft of drill rig/excavator) (x) Latex Gloves	Yes	Yes
Level D – Modified ***(in addition to Level D)*** (x) Tyvek Coveralls	(x) Nitrile Gloves ( ) Overboots ( ) Saranex Coveralls	As necessary	As Necessary
Level C ***(in addition to Level D – Modified)*** ( ) Half-Face Respirator (x) Full Face Respirator ( ) Full-Face PAPR	( ) Particulate Cartridge ( ) Organic Cartridge (x) Dual Organic/ Particulate Cartridge	If PID > 10 ppm (breathing zone)	If PID > 10 ppm (breathing zone)
Comments: Cartridges to be changed out at least once per shift unless warranted beforehand (e.g., more difficult to breath or any odors detected).			

7.2 Work Zone Air Monitoring

Real time air monitoring will be performed with a photoionization detector (PID) and particulate monitor during excavation and other earth moving activities. Measurements will be taken prior to commencement of work and continuously during the work as outlined in the table below. Measurements will be made as close to the workers as practical and at the breathing height of the workers. The SSO shall set up the equipment and confirm that it is working properly. His/her designee may oversee the air measurements during the day. The initial measurement for the day will be performed before the start of work and will establish the background level for that day. The final measurement for the day will be performed after the end of work. The action levels and required responses are listed in the table below.

Instrument	Task to be Monitored	Action Level	Response Action
PID (OVM 580B or equivalent)	All tasks	Less than 10 ppm in breathing zone.	Level D or D-Modified
		Between 10 and 500 ppm	Level C
		More than 500 ppm	Stop work. Resume work when readings are less than 500 ppm.
Particulate monitor (MIE 1000 Personal DataRam or equivalent)	All tasks	Less than 5 mg/m^3	Level D
		Between 5 mg/m^3 and 125 mg/m^3	Level C. Apply dust suppression measures. If < 2.5 mg/m^3, resume work using Level D. Otherwise, use Level C.
		Above 125 mg/m^3	Stop work. Apply additional dust suppression measures. Resume work when less than 125 mg/m^3.

Field personnel will be trained in the proper operation of all field instruments at the start of the field program. Instruction manuals for the equipment will be on file at the site for referencing proper operation, maintenance and calibration procedures.

The equipment will be calibrated according to manufacturer specifications at the start of each day of fieldwork. If an instrument fails calibration, the project manager will be contacted immediately to obtain a replacement instrument and arrange for repairs. A calibration log will be maintained to record the date of each calibration, any failure to calibrate and corrective actions taken. The PID will be calibrated each day using 100 parts per million (ppm) isobutylene standard gas.

8.0 DECONTAMINATION PROCEDURES

8.1 Personnel Decontamination

Personnel decontamination (decon), if deemed necessary by the SSO, will take place in a designated decontamination area. This area will be delineated during each stage of work. Personnel decontamination will consist of the following steps:

- Soap and potable water wash and potable water rinse of gloves;
- Coverall removal (if applicable);
- Glove removal;
- Disposable clothing removal; and
- Field wash of hands and face.

8.2 Sampling Equipment Decontamination

Any non-disposable sampling equipment for confirmatory sampling or other equipment that is contact with contaminated materials will be decontaminated in accordance with the following procedure:

- Double wash with solution of Simple Green® and clean tap water;
- Double rinse with clean tap water;
- Rinse with clean distilled water; and
- Allow equipment to air dry.

8.3 Heavy Equipment Decontamination

If heavy equipment comes in contact with contaminated materials, it will be decontaminated prior to being relocated to a clean area or leaving the site. A designated decontamination pad will be constructed, where soil, dust, or oil will be washed off the exterior, undercarriage, and wheels or tracks of the equipment. Wash water will be collected for treatment and/or disposal.

9.0 EMERGENCY RESPONSE

9.1 Emergency Procedures

In the event that an emergency develops on site, the procedures delineated herein are to be immediately followed. Emergency conditions are considered to exist if:

- Any member of the field crew is involved in an accident or experiences any adverse effects or symptoms of exposure while on site; and
- A condition is discovered that suggests the existence of a situation more hazardous than anticipated.
- A spill of oil or other hazardous materials.

General emergency procedures, and specific procedures for personal injury, chemical exposure and radiation exposure, are described below. In the event of an accident or emergency, an Incident Report form should be filled out and placed in the project file. An example Incident Report form is provided in Appendix C. Information on emergency hand signals is provided in Appendix D.

9.1.1 Chemical Exposure

If a member of the field crew demonstrates symptoms of chemical exposure the procedures outlined below should be followed:

- Another team member (buddy) should remove the individual from the immediate area of contamination. The buddy should communicate to the SSO (via voice and hand signals) of the chemical exposure. The SSO should contact the appropriate emergency response agency.
- Precautions should be taken to avoid exposure of other individuals to the chemical.
- If the chemical is on the individual's clothing, the chemical should be neutralized or removed if it is safe to do so.

- If the chemical has contacted the skin, the skin should be washed with copious amounts of water.
- In case of eye contact, an emergency eye wash should be used. Eyes should be washed for at least 15 minutes.
- All chemical exposure incidents must be reported in writing to the AKRF Health and Safety Officer. The SSO is responsible for completing the Incident Report Form.

9.1.2 Personal Injury

In case of personal injury at the site, the following procedures should be followed:

- Another team member (buddy) should signal the SSO that an injury has occurred.
- A field team member trained in first aid can administer treatment to an injured worker.
- If deemed necessary, the victim should then be transported to the nearest hospital or medical center. If necessary, an ambulance should be called to transport the victim.
- The SSO is responsible for making certain that an Incident Report Form is completed. This form is to be submitted to the AKRF Health and Safety Officer. Follow-up action should be taken to correct the situation that caused the accident.
- Any incident (near miss, property damage, first aid, medical treatment, etc.) must be reported.

A first-aid kit, eye-wash, and blood-born pathogens kit will be kept on-site during the field activities.

9.1.3 Evacuation Procedures

- The SSO will initiate evacuation procedures by signaling to leave the site or containment structure;
- All personnel in the work area should evacuate the area and meet in the common designated area;
- All personnel suspected to be in or near the contract work area should be accounted for and the whereabouts or missing persons determined immediately; and
- The SSO will then give further instruction.

9.1.4 Procedures Implemented in the Event of a Major Fire, Explosion, or Emergency

- Notify the paramedics and/or fire department, as necessary;
- Signal the evacuation procedure previously outlined and implement the entire procedure;
- Isolate the area;
- Stay upwind of any fire;
- Keep the area surrounding the problem source clear after the incident occurs;
- Complete accident report for and distribute to appropriate personnel.

9.1.5 Spill Response

All personnel must take every precaution to minimize the potential for spills during site operations. Any spill shall be reported immediately to the Project Manager. The Project Manager will then determine and report any required spills to the NYCDEP and/or NYSDEC Hotlines. Spill control apparatus (sorbent materials) will be located on-site. All materials used for the clean up of spills will be containerized and labeled separately from other wastes. The Project Manager will determine if additional spill response measures are required.

9.2 Hospital Directions

The location of the nearest hospital, as shown on Figure 1, is **Woodhull Medical & Mental Center**. The address of the hospital is 760 Broadway (Brooklyn). The entrance to the Emergency Room is on Flatbush Avenue at Broadway.

Hospital Name:	Woodhull Medical & Mental Center
Phone Number:	(718) 963-8000
Address/Location:	760 Broadway, Brooklyn, New York 11206
Directions:	Take N. 5th Street east and make a LEFT onto METROPOLITAN AVE. Turn RIGHT onto Union Avenue. Turn LEFT onto BROADWAY. Hospital is on the left immediately after crossing Flushing Avenue. **NOTE:** To enter emergency room, turn LEFT onto FLUSHING AVE. Turn right into emergency room area.

9.3 CHASP Contact Information

AKRF Project Manager – Marc Godick ..... (646) 388-9534 (office), (917) 991-4030 (cell)

AKRF SSO – Alex Goodman ..... (646) 388-9839 (office), (516) 993-9743 (cell)

Client Project Manager – Alfred Rossi ..... (221) 265-6600

Woodhull Medical & Mental Center ..... (718) 963-8000

Ambulance, Fire and Police Departments 911

Local Poison Control ..... (212) 764-7667
pm/weekend (212) 340-4494

NYSDEC Spill Response Team ..... (800) 457-7362

NYCDEP Hotline ..... (718) DEP-HELP

10.0 APPROVAL & ACKNOWLEDGMENTS OF CHASP

APPROVAL

Signed: _____ Date: _____

Project Manager

Signed: _____ Date: _____

Health and Safety Officer

Below is an affidavit that must be signed by all workers who enter the site. A copy of the CHASP must be on-site at all times and will be kept by the SSO.

AFFIDAVIT

I,_____(name), of_____(company name), have read the Construction Health and Safety Plan (CHASP) for the 164 Kent Avenue, Brooklyn, New York site. I agree to conduct all on-site work in accordance with the requirements set forth in this HASP and understand that failure to comply with this HASP could lead to my removal from the site.

Signed: _____ Company: _____ Date: _____
Signed: _____ Company: _____ Date: _____
Signed: _____ Company: _____ Date: _____
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Signed: _____ Company: _____ Date: _____

FIGURES

APPENDIX A

POTENTIAL HEALTH EFFECTS FROM ON-SITE CONTAMINANTS

APPENDIX B

WEST NILE VIRUS/ST. LOUIS ENCEPHALITIS PREVENTION

WEST NILE VIRUS/ST. LOUIS ENCEPHALITIS PREVENTION

The following section is based upon information provided by the CDC Division of Vector-Borne Infectious Diseases. Symptoms of West Nile Virus include fever, headache, and body aches, occasionally with skin rash and swollen lymph glands, with most infections being mild. More severe infection may be marked by headache, high fever, neck stiffness, stupor, disorientation, coma, tremors, convulsions, muscle weakness, paralysis, and, rarely, death. Most infections of St. Louis encephalitis are mild without apparent symptoms other than fever with headache. More severe infection is marked by headache, high fever, neck stiffness, stupor, disorientation, coma, tremors, occasional convulsions (especially infants) and spastic (but rarely flaccid) paralysis. The only way to avoid infection of West Nile Virus and St. Louis encephalitis is to avoid mosquito bites. To reduce the chance of mosquito contact:

- Stay indoors at dawn, dusk, and in the early evening.
- Wear long-sleeved shirts and long pants whenever you are outdoors.
- Spray clothing with repellents containing permethrin or DEET (N, N-diethyl-meta-toluamide), since mosquitoes may bite through thin clothing.
- Apply insect repellent sparingly to exposed skin. An effective repellent will contain 35% DEET. DEET in high concentrations (greater than 35%) provides no additional protection.
- Repellents may irritate the eyes and mouth.
- Whenever you use an insecticide or insect repellent, be sure to read and follow the manufacturer's directions for use, as printed on the product.

APPENDIX C

REPORT FORMS

WEEKLY SAFETY REPORT FORM

Week Ending: _____ Project Name/Number: _____

Report Date: _____ Project Manager Name: _____

Summary of any violations of procedures occurring that week:

_____

_____

_____

Summary of any job related injuries, illnesses, or near misses that week:

_____

_____

_____

_____

Summary of air monitoring data that week (include and sample analyses, action levels exceeded, and actions taken):

_____

_____

_____

Comments:

_____

_____

_____

Name: _____ Company: _____

Signature: _____ Title: _____

INCIDENT REPORT FORM

Date of Report: _____

Injured: _____

Employer: _____

Site: _____ Site Location: _____

Report Prepared By: _____ _____
Signature Title

ACCIDENT/INCIDENT CATEGORY (check all that applies)

___Injury	___ Illness	___ Near Miss
__ Property Damage	___ Fire	___ Chemical Exposure
__ On-site Equipment	___ Motor Vehicle	___ Electrical
__ Mechanical	___ Spill	___ Other

DATE AND TIME OF ACCIDENT/INCIDENT: Narrative report of Accident/Incident: Identify: 1) actions leading to or contributing to the accident/incident; 2) the accident/incident occurrence; and 3) actions following the accident/incident.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

WITNESS TO ACCIDENT/INCIDENT:

Name:	_____	Company:	_____
Address:	_____	Address:	_____
Phone No.:	_____	Phone No.:	_____
Name:	_____	Company:	_____
Address:	_____	Address:	_____
Phone No.:	_____	Phone No.:	_____

INJURED - ILL:

Name: _____ SSN: _____

Address: _____ Age: _____

Length of Service: _____ Time on Present Job: _____

Time/Classification: _____

SEVERITY OF INJURY OR ILLNESS:

____ Disabling ___ Non-disabling ___ Fatality

____ Medical Treatment ___ First Aid Only

ESTIMATED NUMBER OF DAYS AWAY FROM JOB: _____

NATURE OF INJURY OR ILLNESS: _____

_____

_____

_____

CLASSIFICATION OF INJURY:

__ Abrasions	_____ Dislocations	____ Punctures
__ Bites	_____ Faint/Dizziness	____ Radiation Burns
__ Blisters	_____ Fractures	____ Respiratory Allergy
__ Bruises	_____ Frostbite	____ Sprains
__ Chemical Burns	_____ Heat Burns	____ Toxic Resp. Exposure
__ Cold Exposure	_____ Heat Exhaustion	____ Toxic Ingestion
__ Concussion	_____ Heat Stroke	____ Dermal Allergy
__ Lacerations		

Part of Body Affected: _____

Degree of Disability: _____

Date Medical Care was Received: _____

Where Medical Care was Received: _____

Address (if off-site): _____

(If two or more injuries, record on separate sheets)

PROPERTY DAMAGE:

Description of Damage: _____

_____

Cost of Damage: $ _____

ACCIDENT/INCIDENT LOCATION: _____

ACCIDENT/INCIDENT ANALYSIS: Causative agent most directly related to accident/incident (Object, substance, material, machinery, equipment, conditions)

_____

_____

_____

_____

Was weather a factor?: _____

_____

Unsafe mechanical/physical/environmental condition at time of accident/incident (Be specific):

_____

_____

_____

Personal factors (Attitude, knowledge or skill, reaction time, fatigue):

_____

_____

ON-SITE ACCIDENTS/INCIDENTS:

Level of personal protection equipment required in Site Safety Plan:

_____

_____

Modifications:

_____

Was injured using required equipment?:

_____

_____

If not, how did actual equipment use differ from plan?:

_____

_____

ACTION TAKEN TO PREVENT RECURRENCE: (Be specific. What has or will be done? When will it be done? Who is the responsible party to insure that the correction is made?

_____

_____

_____

_____

_____

ACCIDENT/INCIDENT REPORT REVIEWED BY:

_____ _____

SSO Name Printed SSO Signature

OTHERS PARTICIPATING IN INVESTIGATION:

_____ _____

Signature Title

_____ _____

Signature Title

_____ _____

Signature Title

ACCIDENT/INCIDENT FOLLOW-UP: Date: _____

Outcome of accident/incident: _____

_____

_____

_____

Physician's recommendations: _____

_____

_____

_____

Date injured returned to work: _____

Follow-up performed by:

_____ _____

Signature Title

ATTACH ANY ADDITIONAL INFORMATION TO THIS FORM

APPENDIX D
EMERGENCY HAND SIGNALS

EMERGENCY SIGNALS

In most cases, field personnel will carry portable radios for communication. If this is the case, a transmission that indicates an emergency will take priority over all other transmissions. All other site radios will yield the frequency to the emergency transmissions.

Where radio communications is not available, the following air-horn and/or hand signals will be used:

EMERGENCY HAND SIGNALS

OUT OF AIR, CAN'T BREATH!

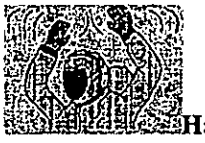


Hand gripping throat

LEAVE AREA IMMEDIATELY, NO DEBATE!

(No Picture) Grip partner's wrist or place both hands around waist

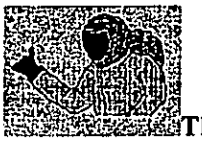
NEED ASSISTANCE!



Hands on top of head

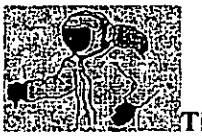
OKAY! – I'M ALL RIGHT!

- I UNDERSTAND!

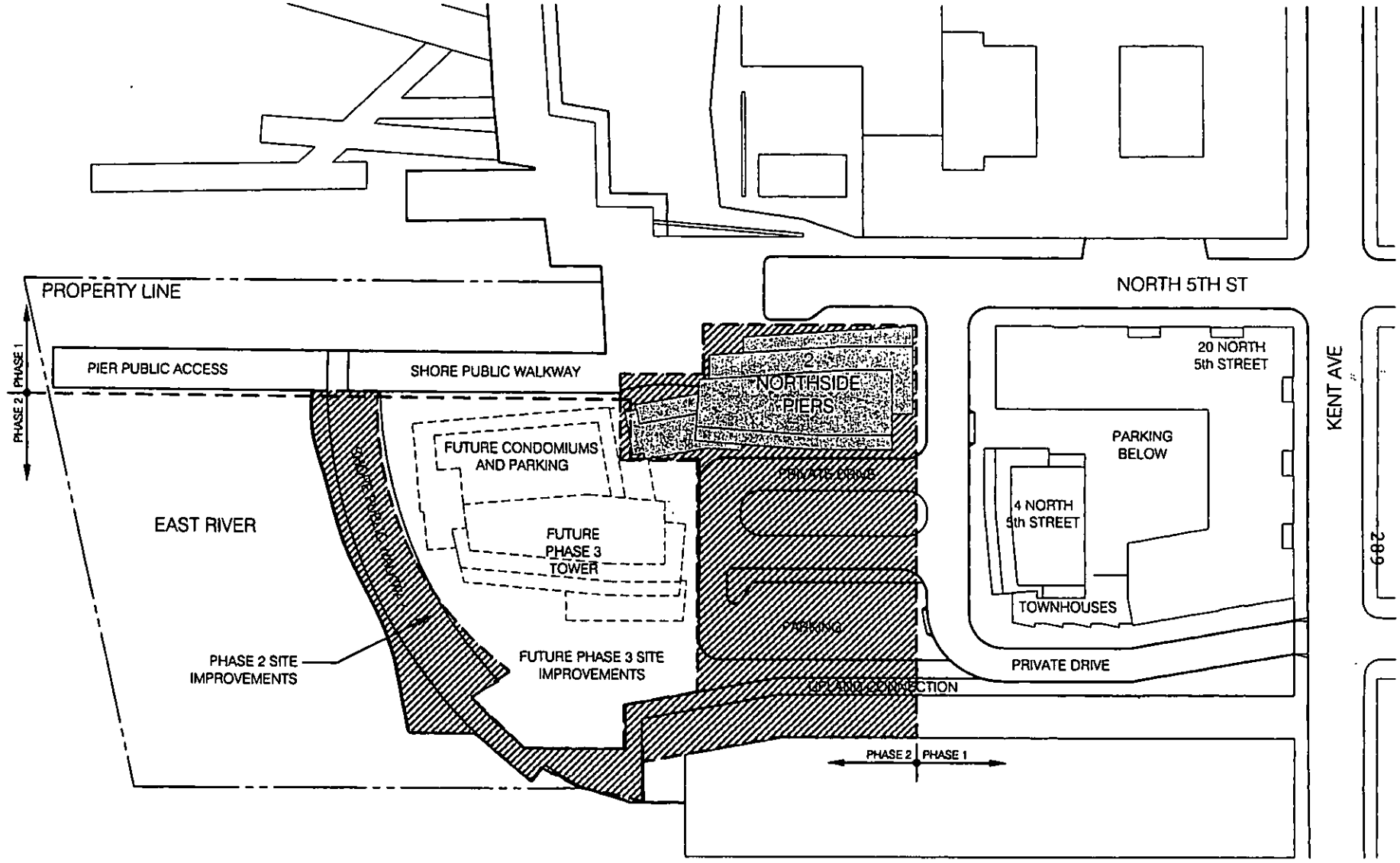


Thumbs up

NO! - NEGATIVE!



Thumbs down



2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

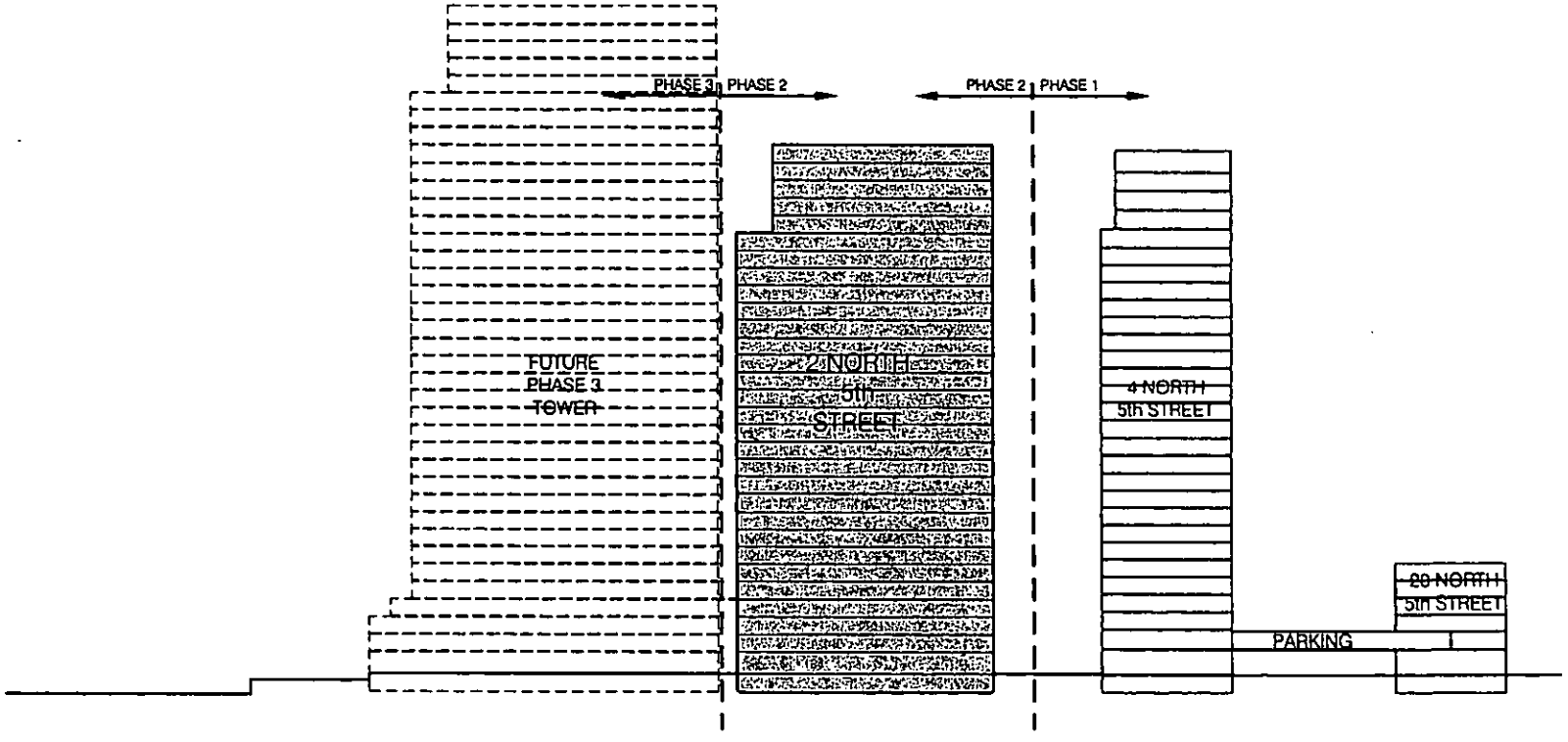
SITE PLAN

0' 25' 50' 100'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

03.24.08



2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

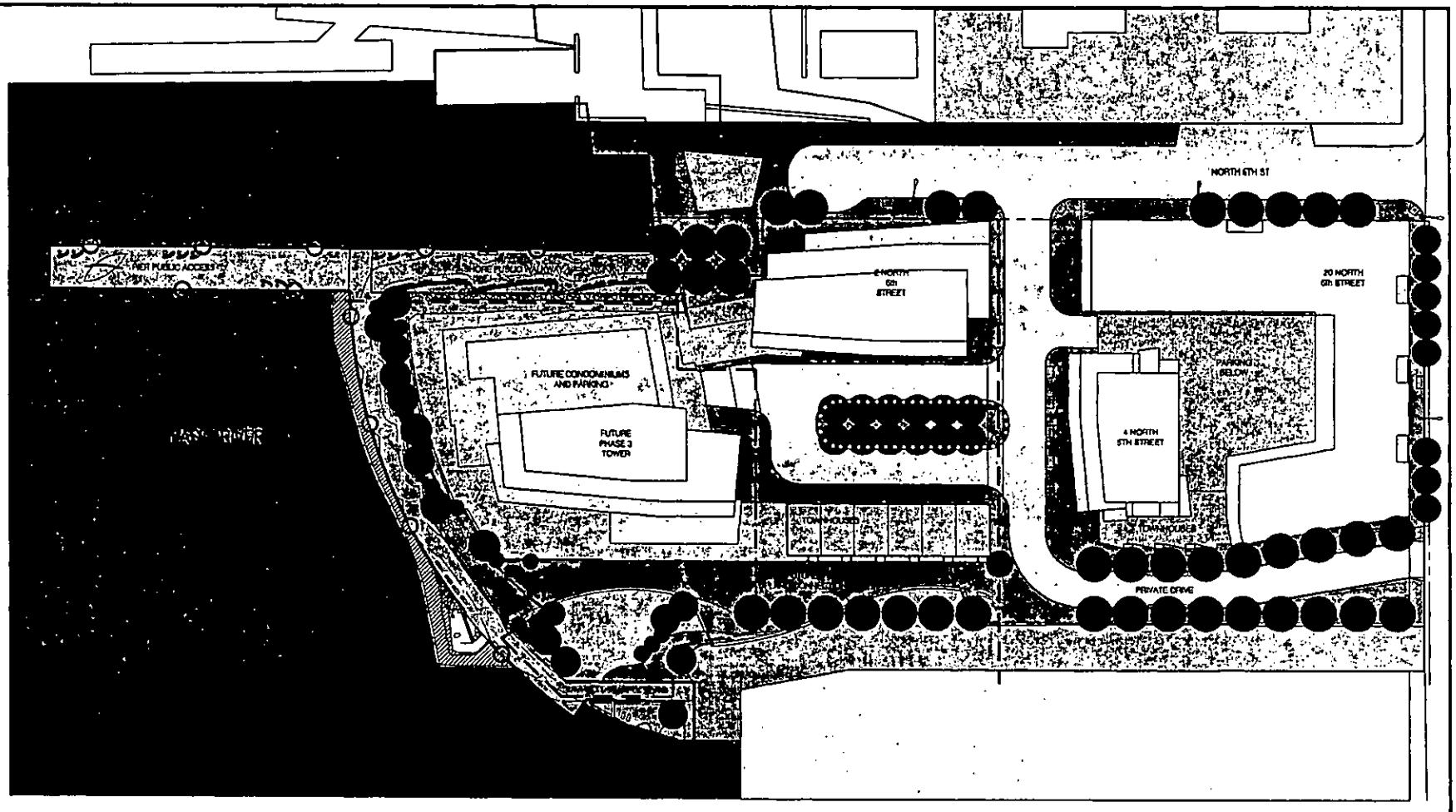
SITE SECTION

0' 25' 50' 100'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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03.24.08



2 NORTHSIDE PIERS

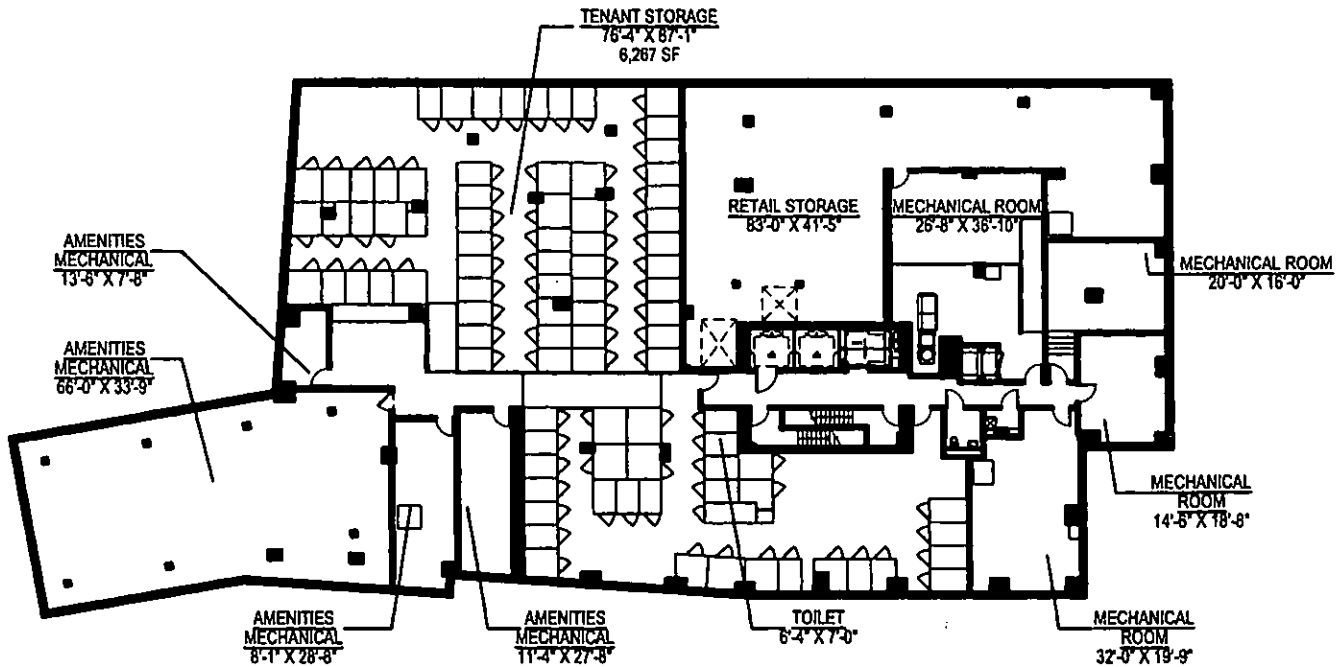
2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

LANDSCAPE PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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03.24.08

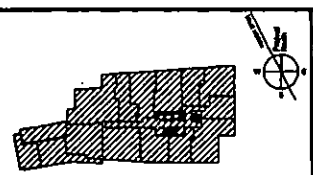


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

STORAGE MECHANICAL
@ CELLAR

15,079 SQ.F.T

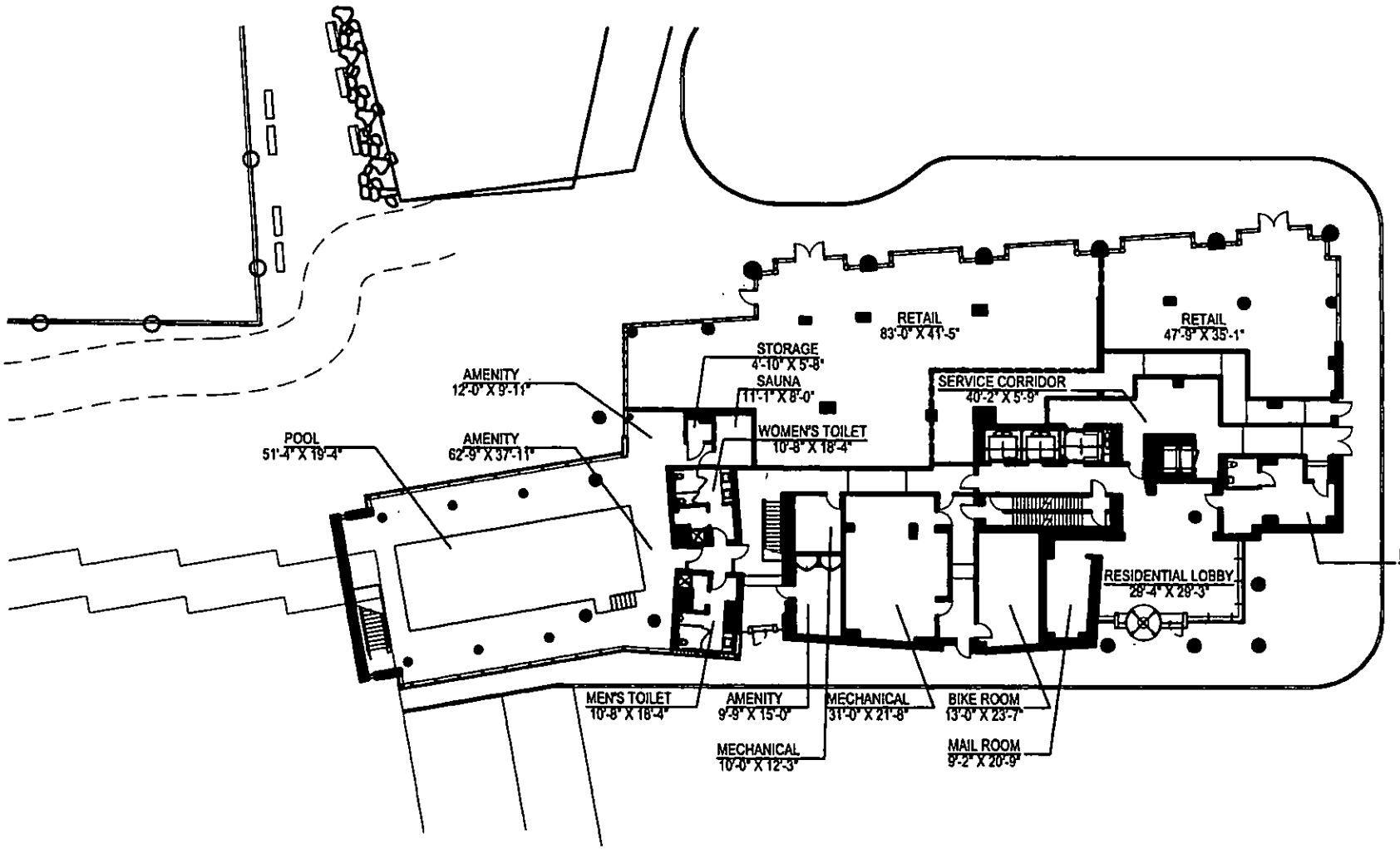


0 12' 24'
1/32"=1'-0"

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03.24.08

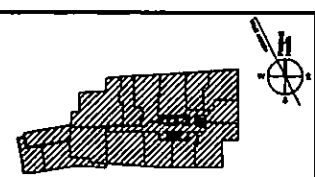


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

LOBBY AND AMENITY

@ GROUND FLOOR
13,572 SQ FT

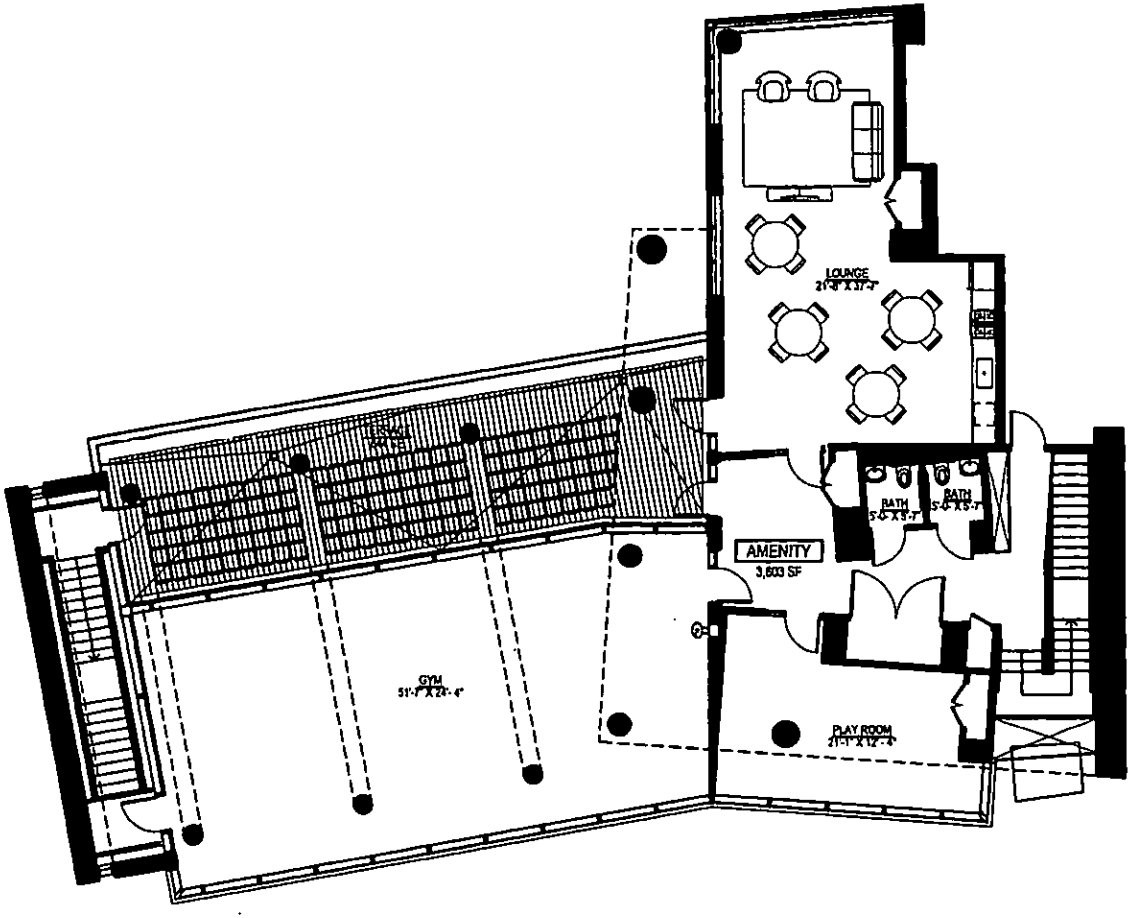


0 16' 24'
1/32"=1'-0"

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03.24.08



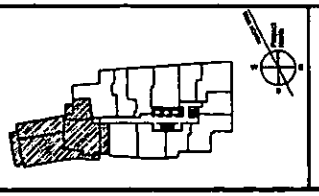
2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

AMENITY

@ SECOND FLOOR

3,603 SF

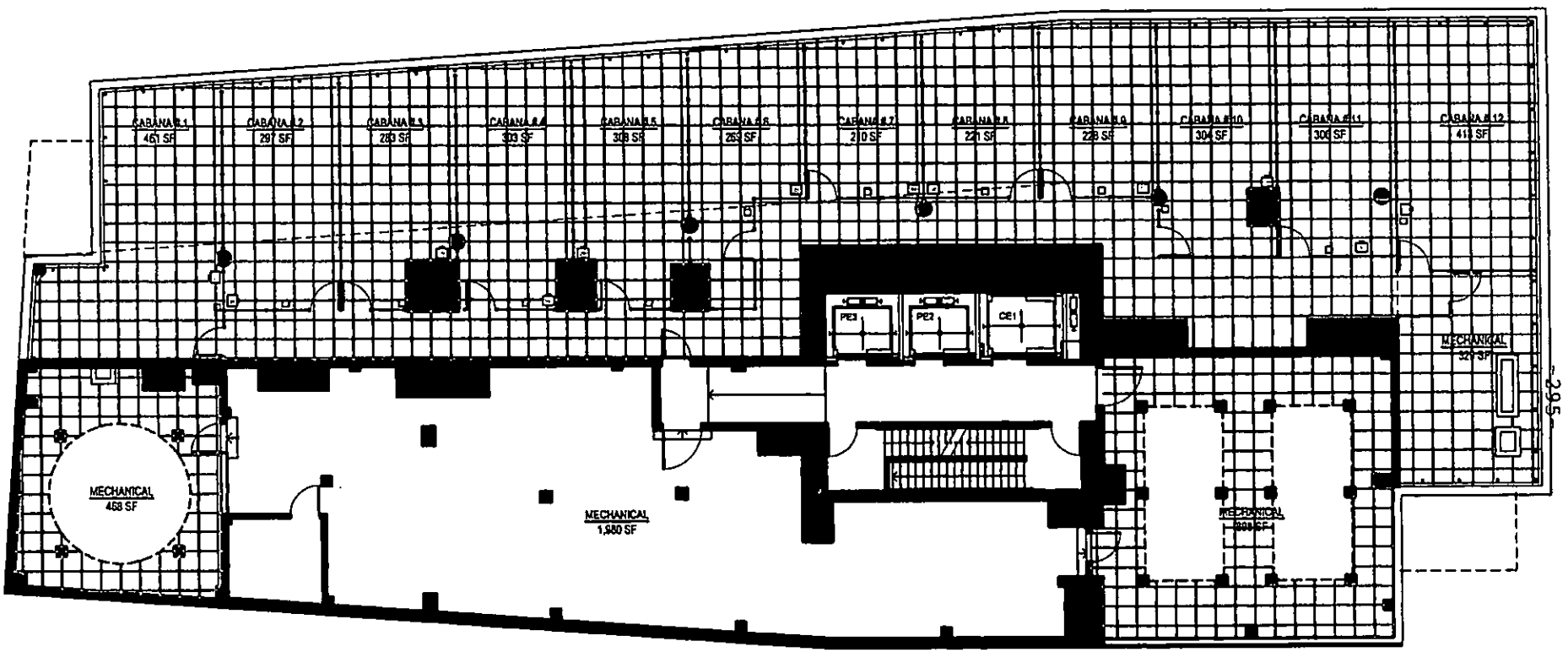


0 4' 8' 12'
3/32"=1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

03.24.08



2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

ROOF PLAN

@ 32ND FLOOR

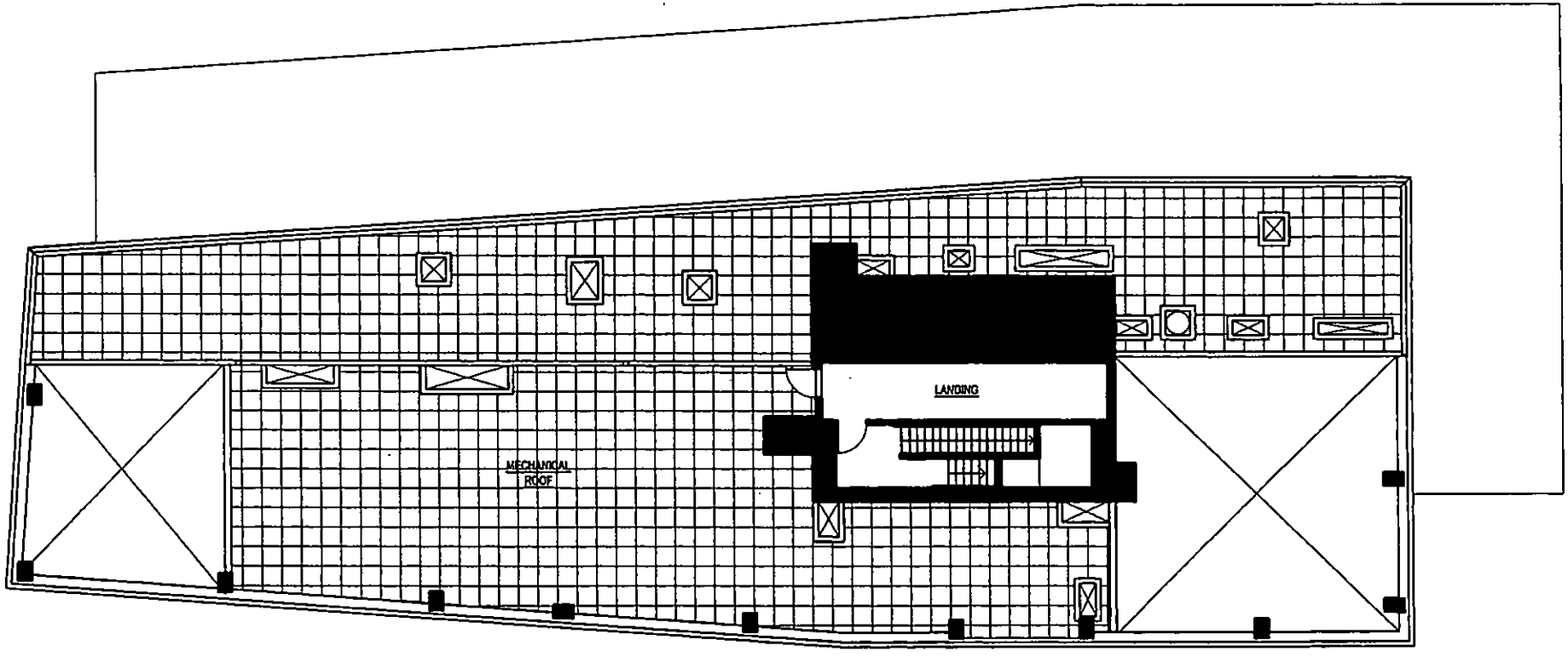
9,195 SQ. FT.

0 4' 8' 16'
1/16"=1'-0"

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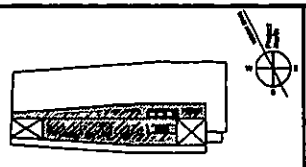
03.24.08



2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

MECHANICAL ROOF PLAN

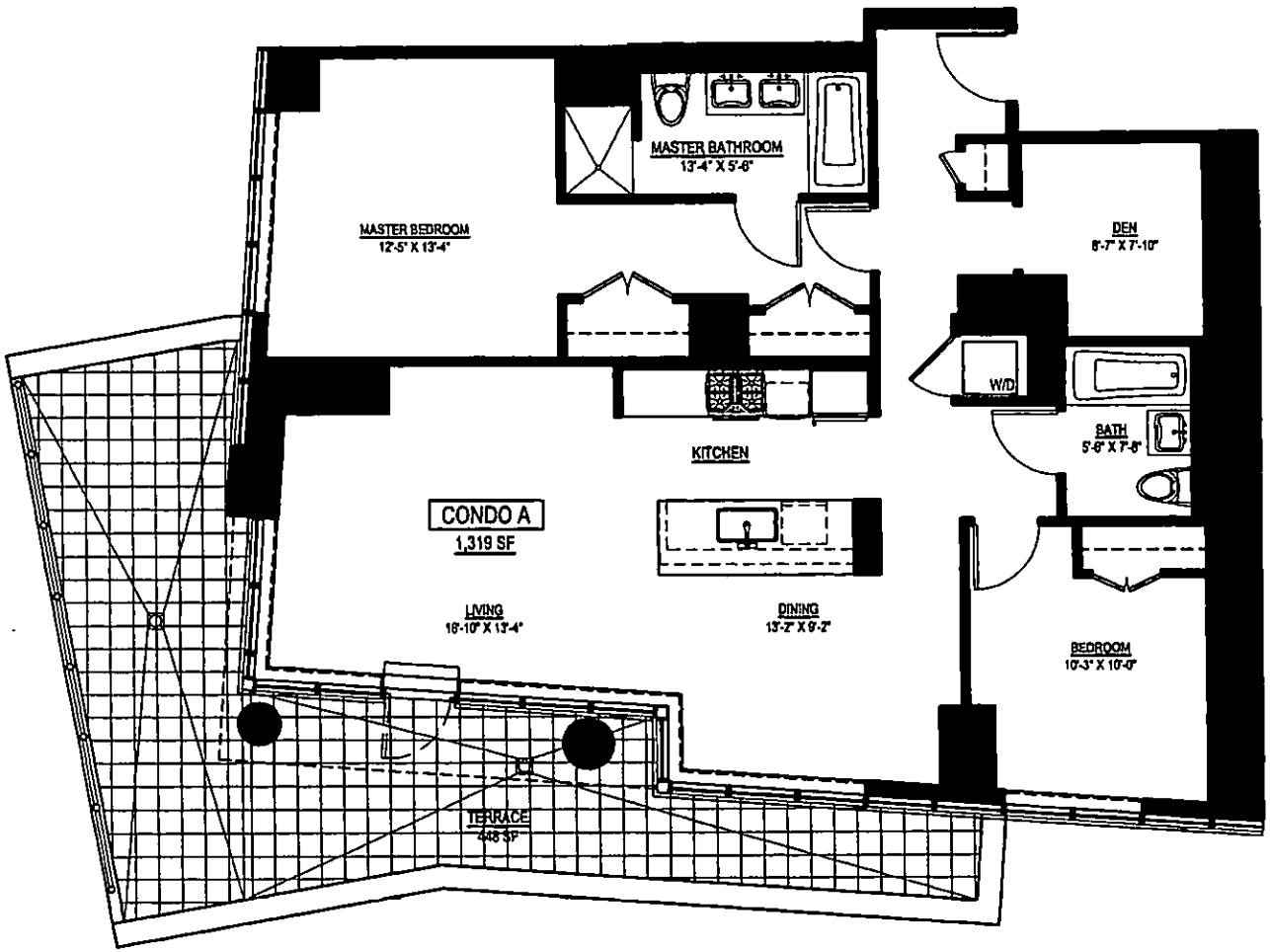


0 4' 8' 16'
1/16"=1'-0"

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03.24.08

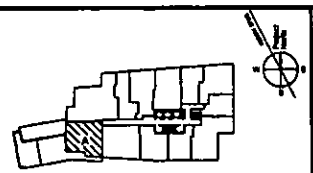


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO A
@ 3RD FLOOR

2 BEDROOMS
2 BATHS
1,319 SQ. FT.

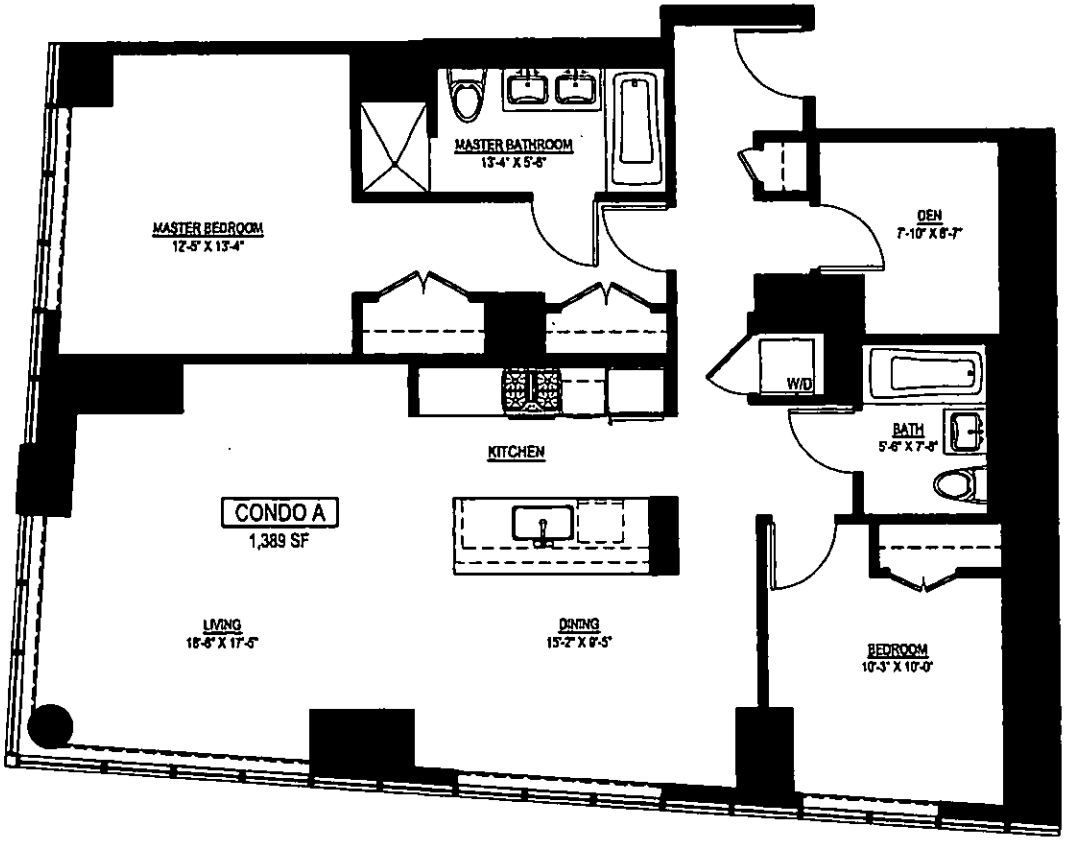




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03.24.08

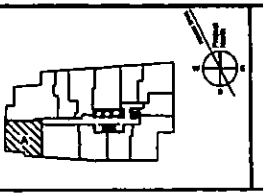


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO A
@ 4TH AND 5TH FLOOR

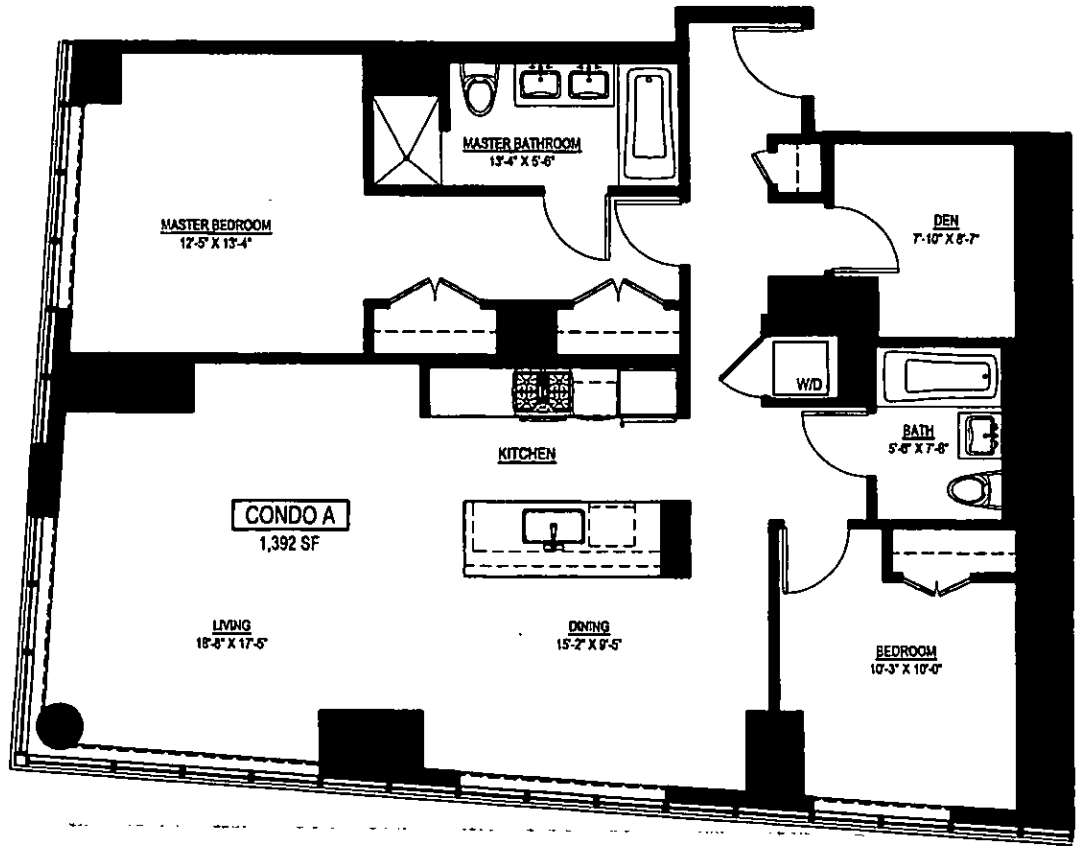
2 BEDROOMS
2 BATHS
1,389 SQ. FT.



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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03.24.08

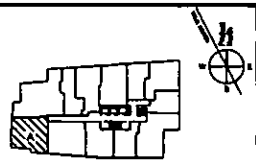


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO A
@ 6TH THRU 8TH FLOOR

2 BEDROOMS
2 BATHS
1,392 SQ. FT.

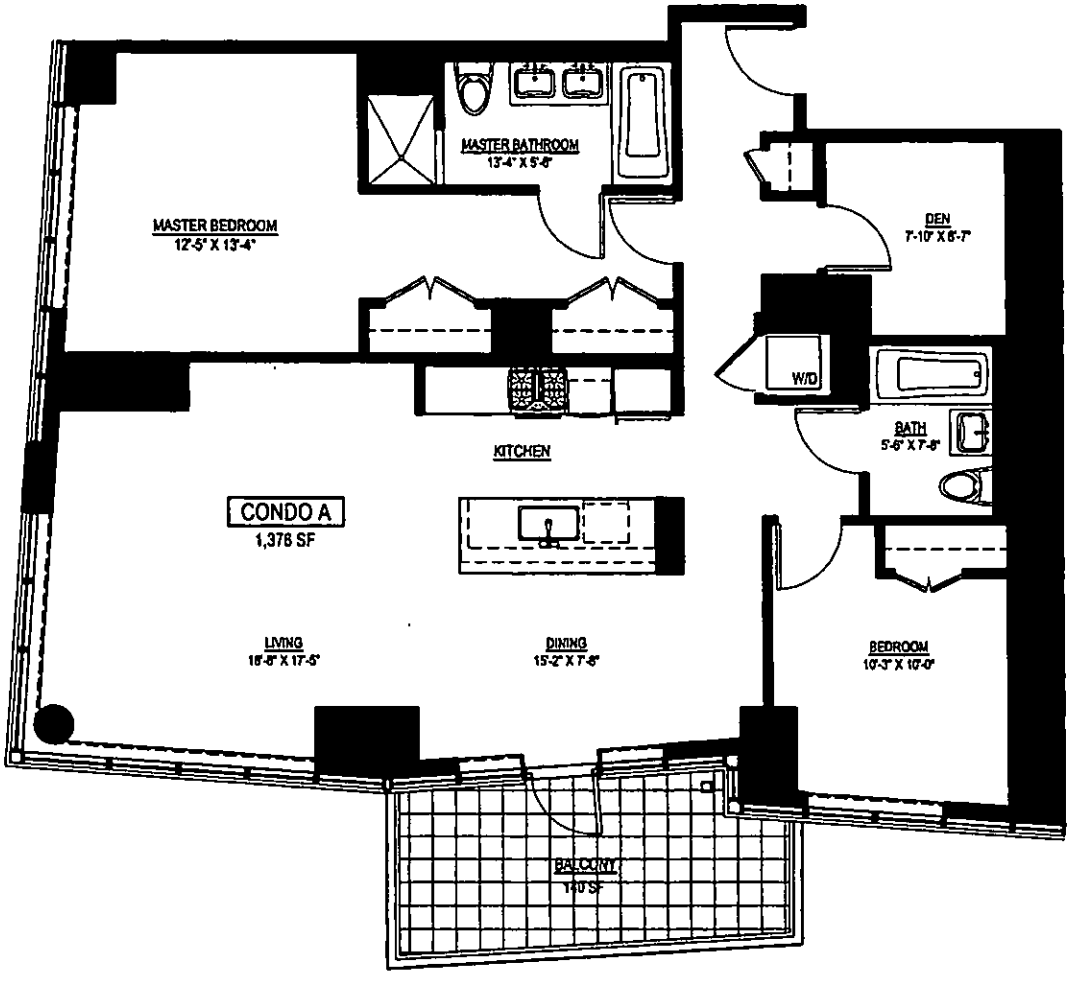




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03.24.08

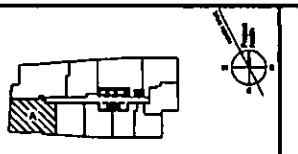


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO A
@ 9TH THRU 27TH FLOOR

2 BEDROOMS
2 BATHS
1,376 SQ. FT.

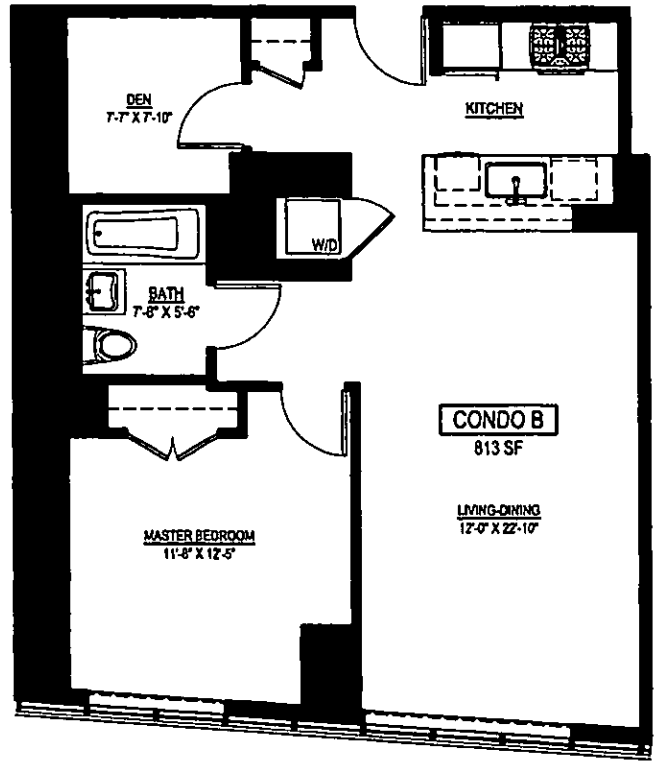


1/8"=1'-0"

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03.24.08

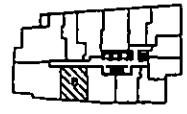


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO B
@ 3RD THRU 27 TH FLOOR

1 BEDROOM
1 BATH
813 SQ. FT.



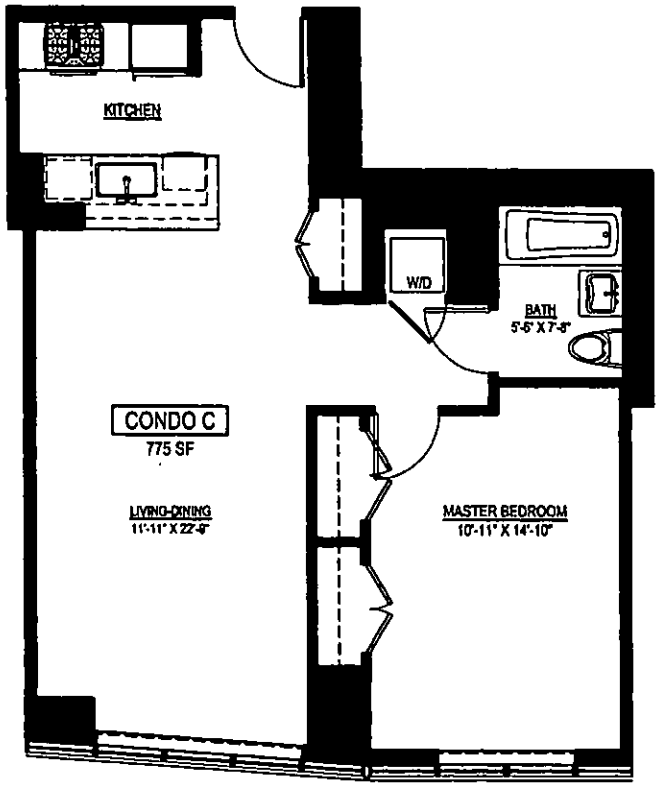




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03.24.08

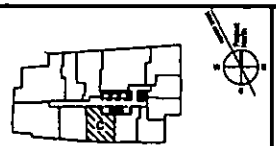


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO C
@ 3RD THRU 27TH FLOOR

1 BEDROOM
1 BATH
775 SQ. FT.

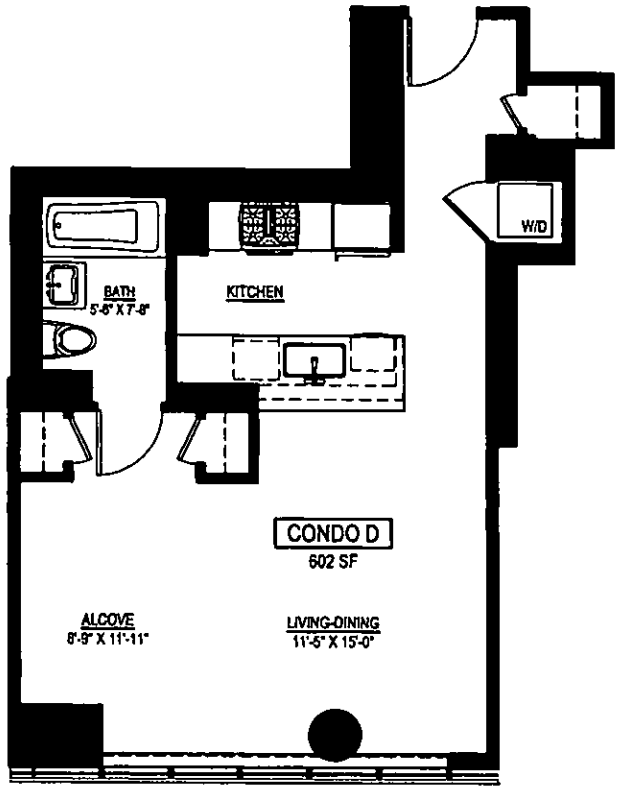


0 4' 8'
1/8"=1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

08.01.07

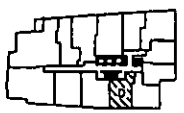


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO D
@ 3RD THRU 5TH FLOOR

STUDIO
1 BATH
602 SQ. FT.



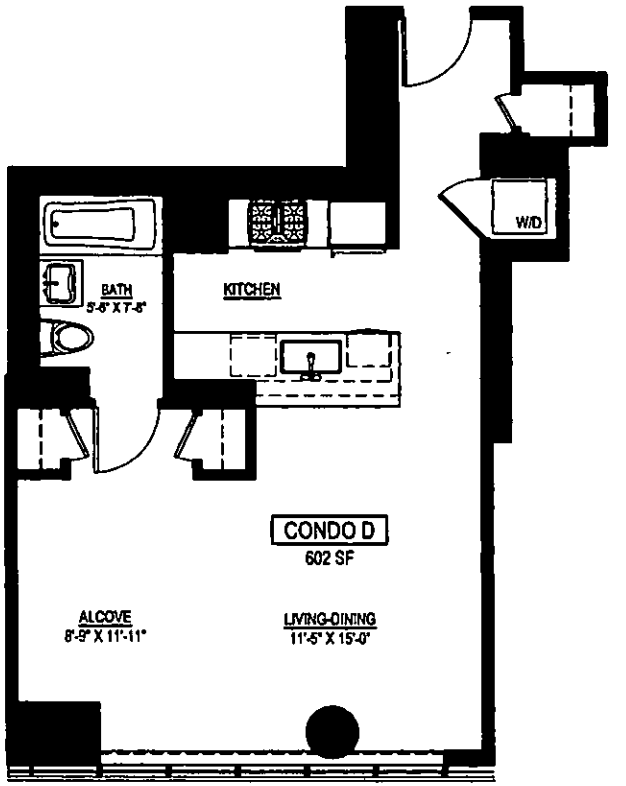




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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

08.01.07

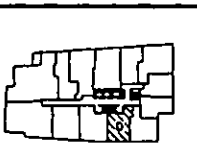


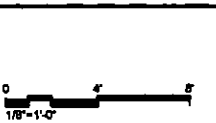
2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO D
@ 6TH THRU 19TH FLOOR

STUDIO
1 BATH
602 SQ. FT.

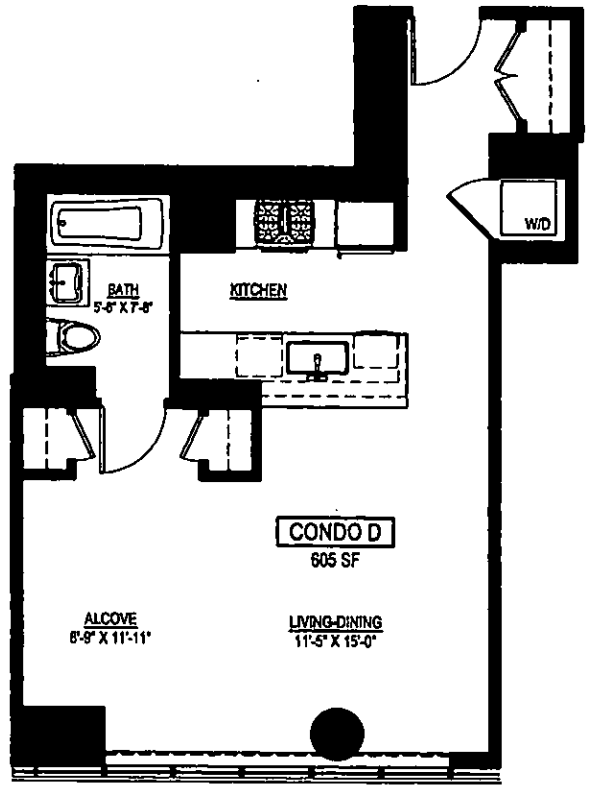




ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

08.01.07

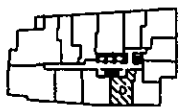


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO D
@ 20TH THRU 27TH FLOOR

STUDIO
1 BATH
605 SQ. FT.



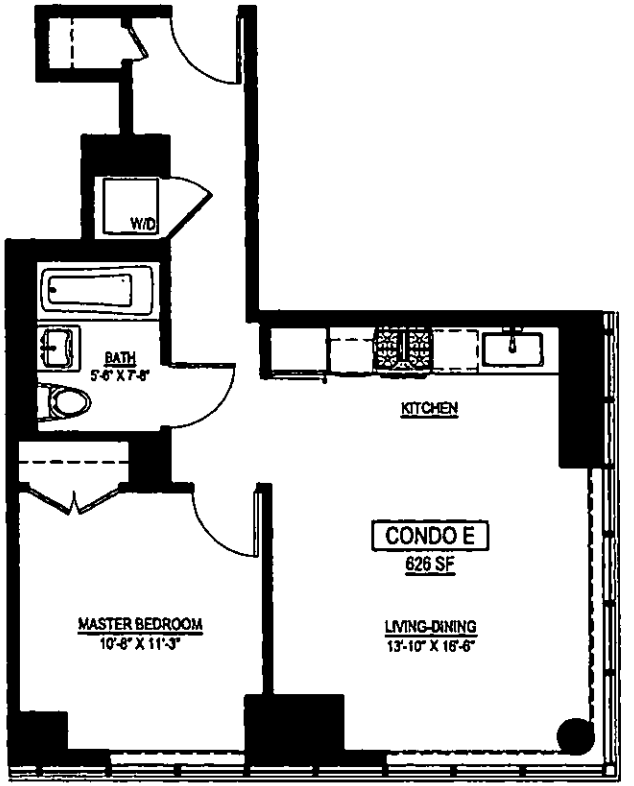




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03.24.08

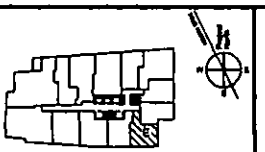


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO E
@ 3RD THRU 5TH FLOOR

1 BEDROOM
1 BATH
626 SQ. FT.

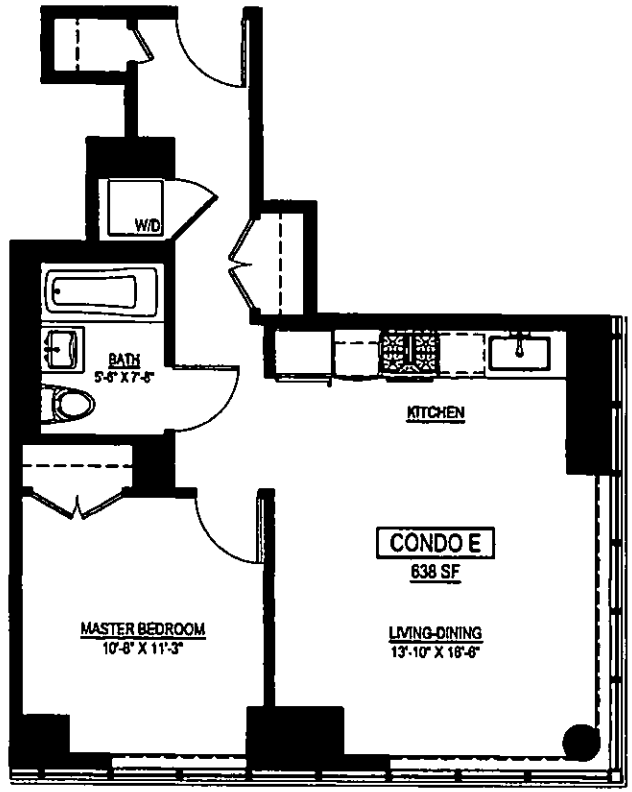




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03.24.08

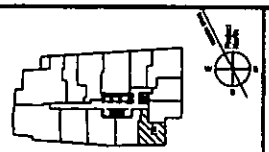


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO E
@ 6TH THRU 19TH FLOOR

1 BEDROOM
1 BATH
638 SQ. FT.

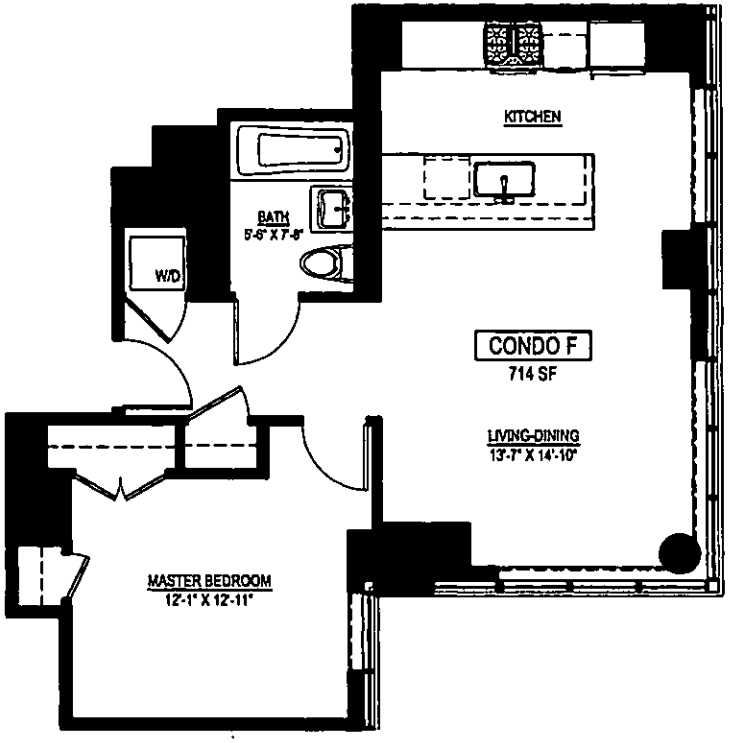




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03.24.08

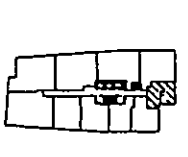


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO F
@ 6TH THRU 11TH FLOOR

1 BEDROOM
1 BATH
714 SQ. FT.

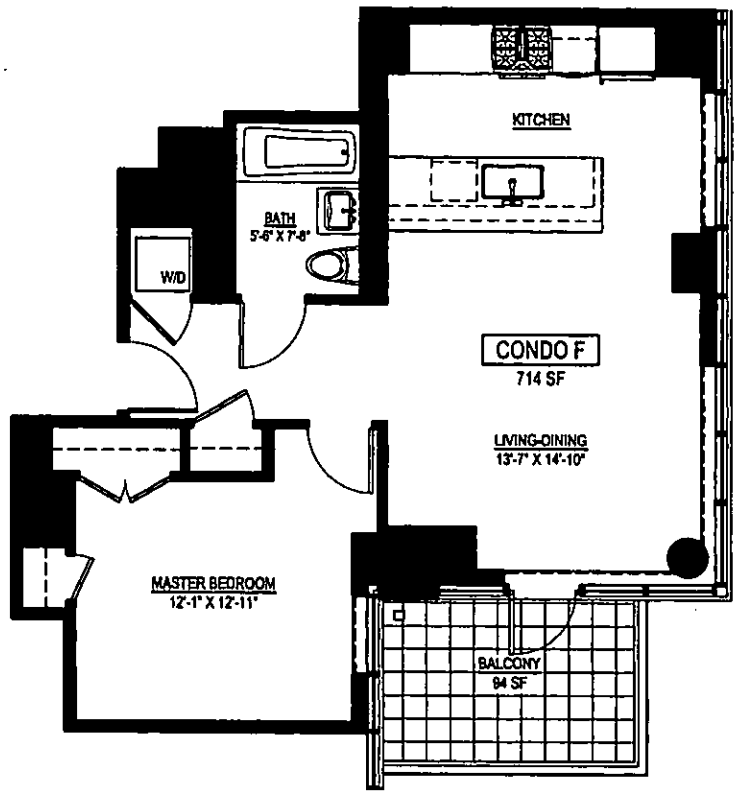


0 4" 8"
1/8"=1'-0"

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03.24.08

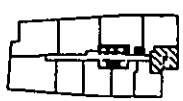


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
. WILLIAMSBURG,
BROOKLYN, NY

CONDO F
@ 12TH THRU 19TH FLOOR

1 BEDROOM
1 BATH
714 SQ. FT.



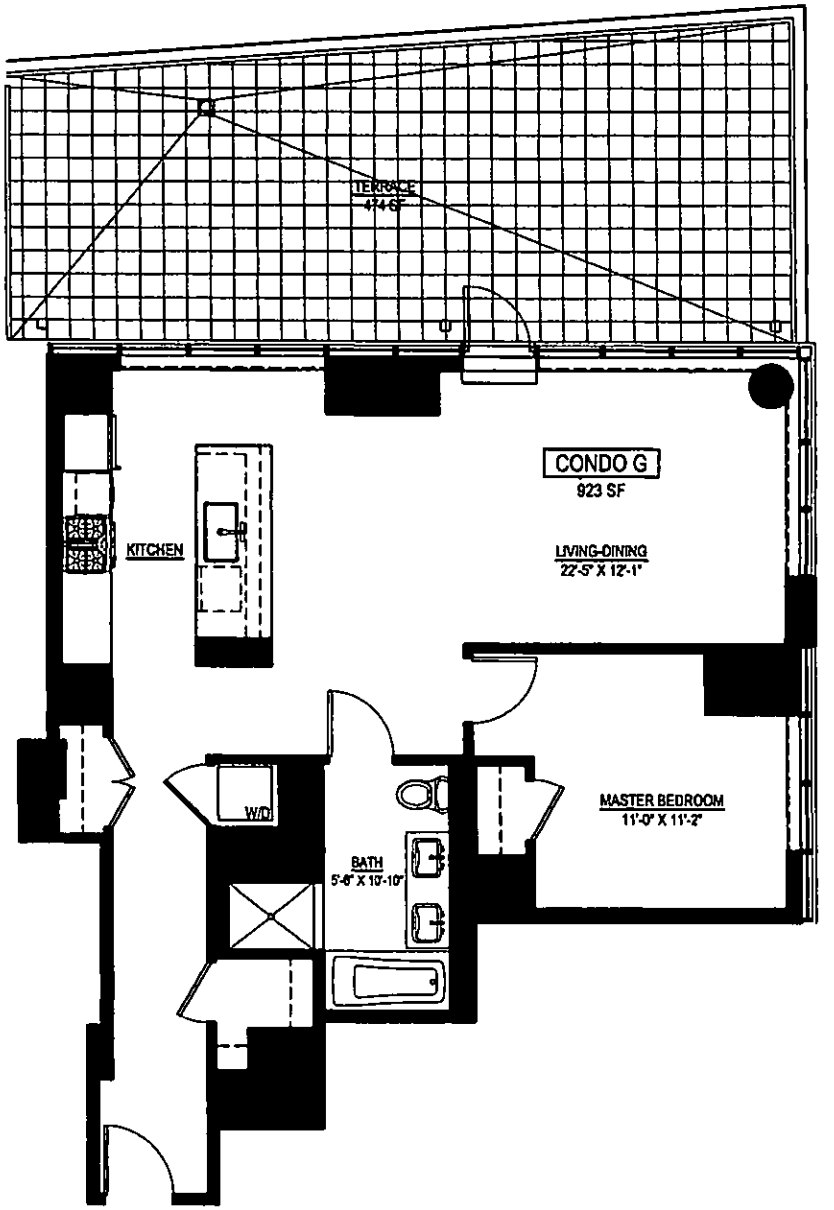




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03.24.08

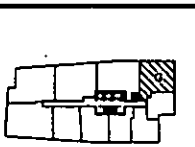


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO G
@ 6TH FLOOR

1 BEDROOM
1 BATH
923 SQ. FT.

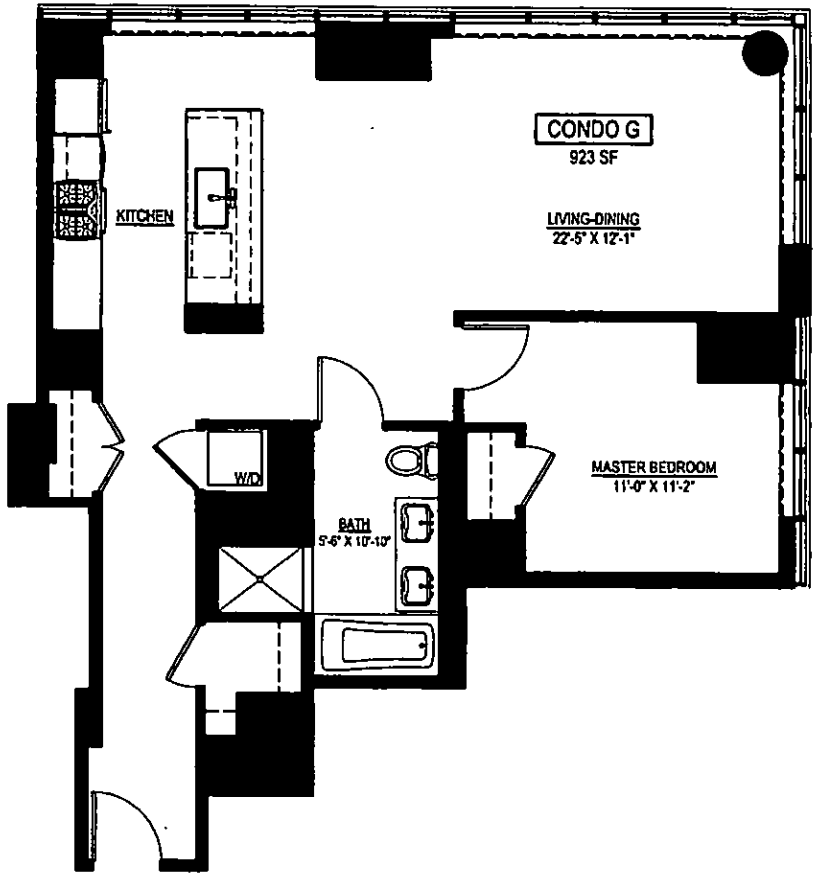


0 4' 8'
1/8"=1'-0"

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03.24.08

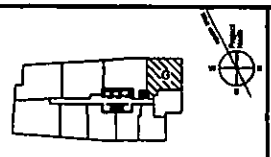


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO G
@ 7TH THRU 11 TH FLOOR

1 BEDROOM
1 BATH
923 SQ. FT.

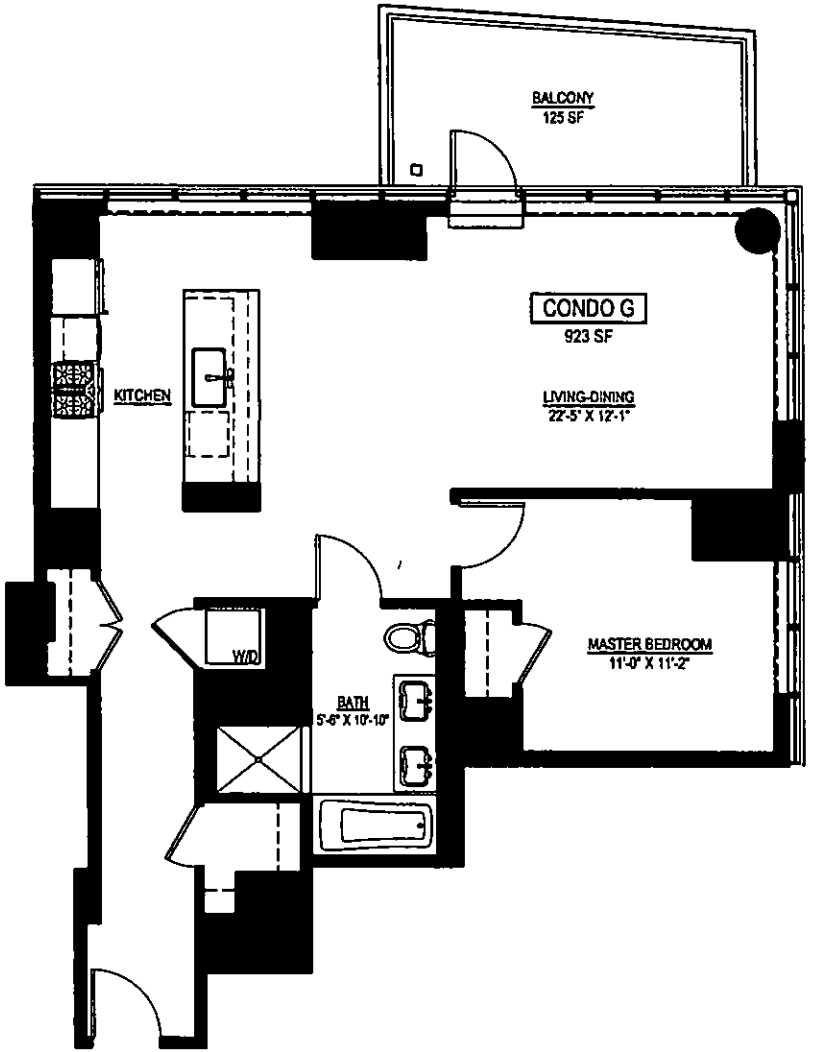


0 4' 8'
1/8"=1'-0"

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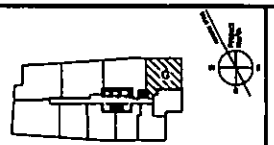


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO G
@ 12TH THRU 19 TH FLOOR

1 BEDROOM
1 BATH
923 SQ. FT.

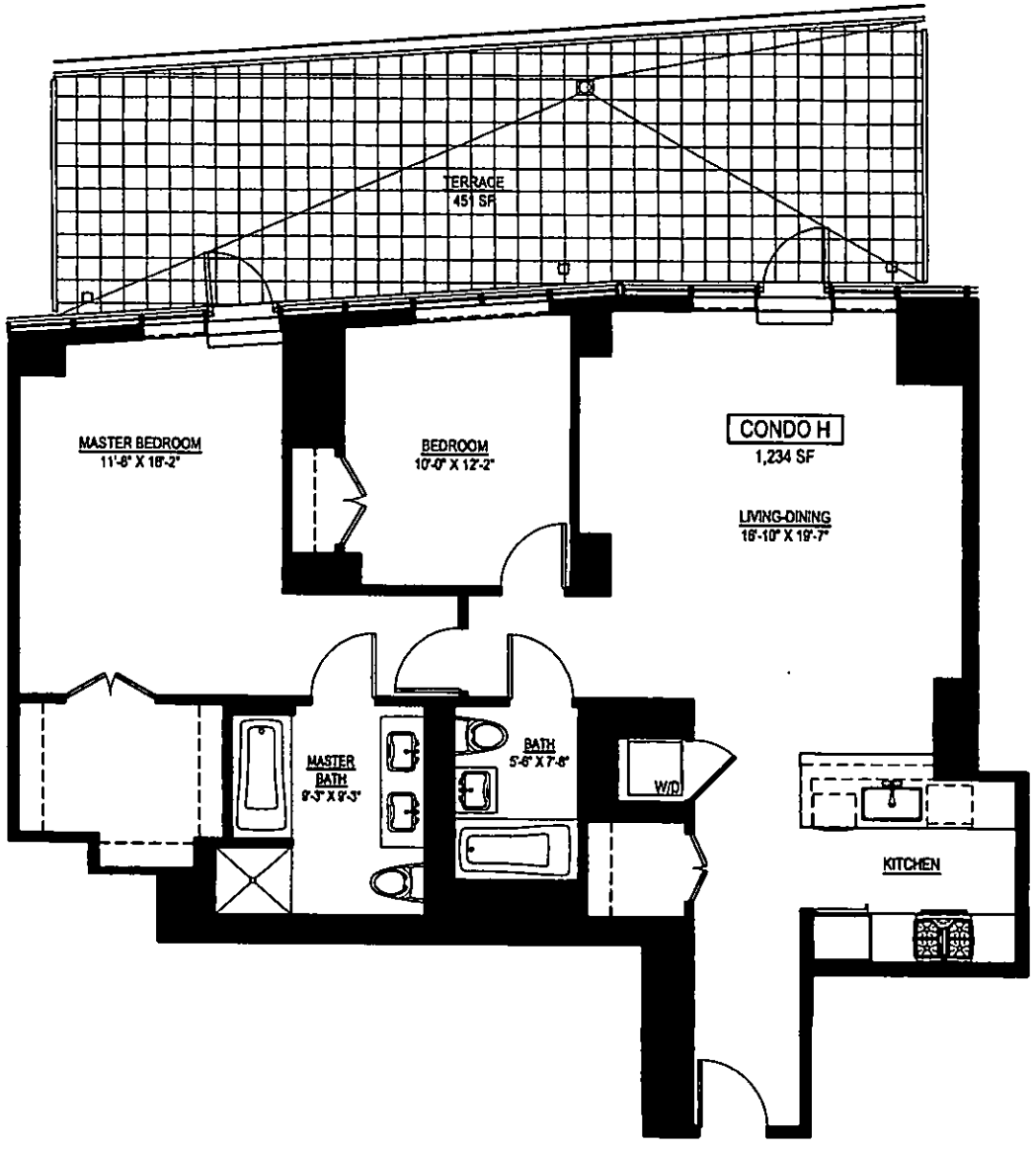




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03.24.09



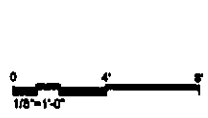
2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO H
@ 6TH FLOOR

2 BEDROOMS
2 BATHS
1,234 SQ. FT.

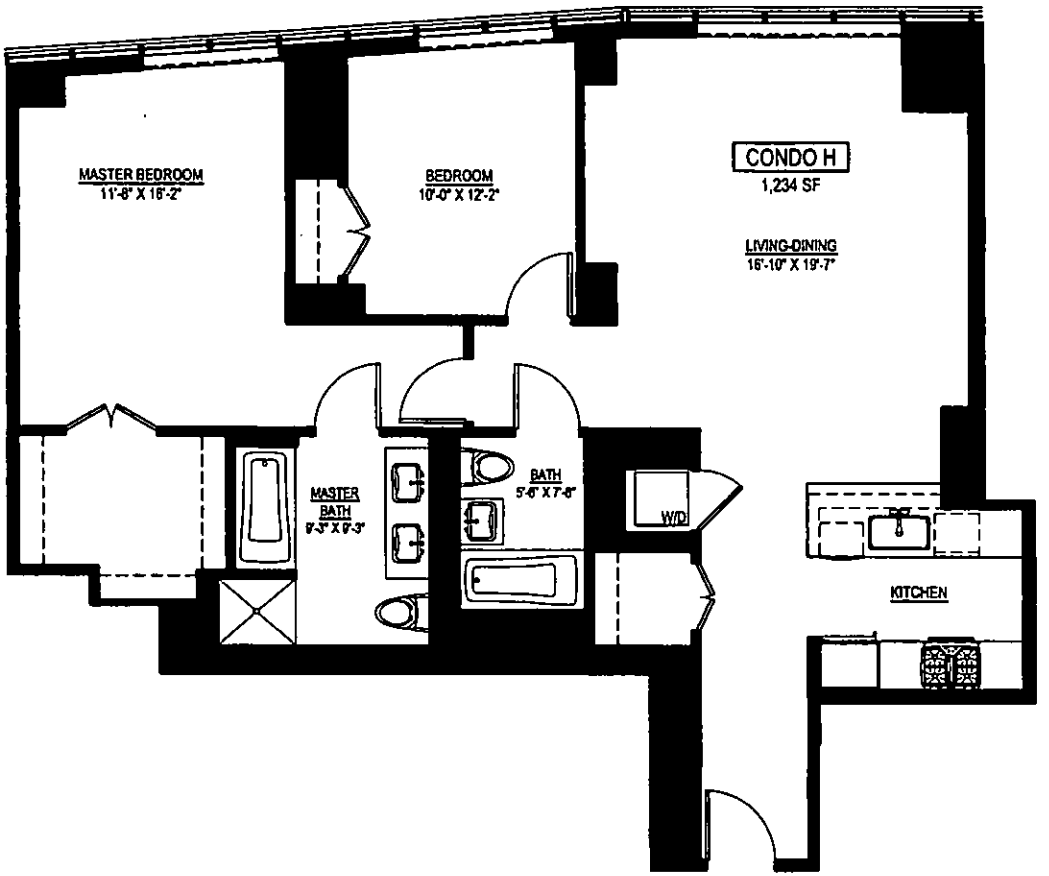




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03.24.08

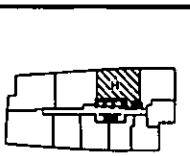


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO H
@ 7TH THRU 19TH FLOOR

2 BEDROOMS
2 BATHS
1,234 SQ. FT.



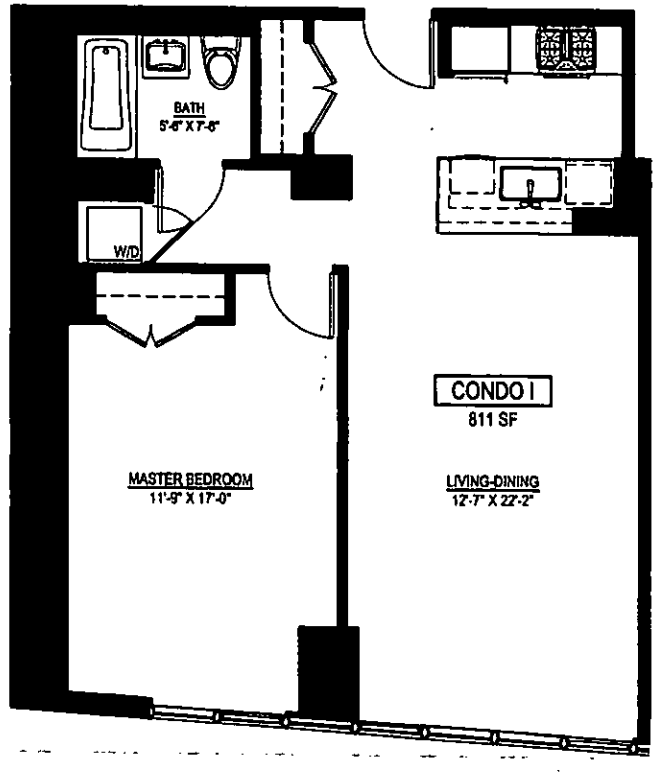




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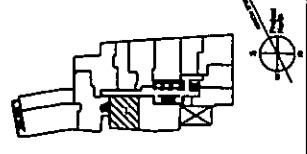


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO I
@ 2ND FLOOR

1 BEDROOM
1 BATH
811 SQ. FT.

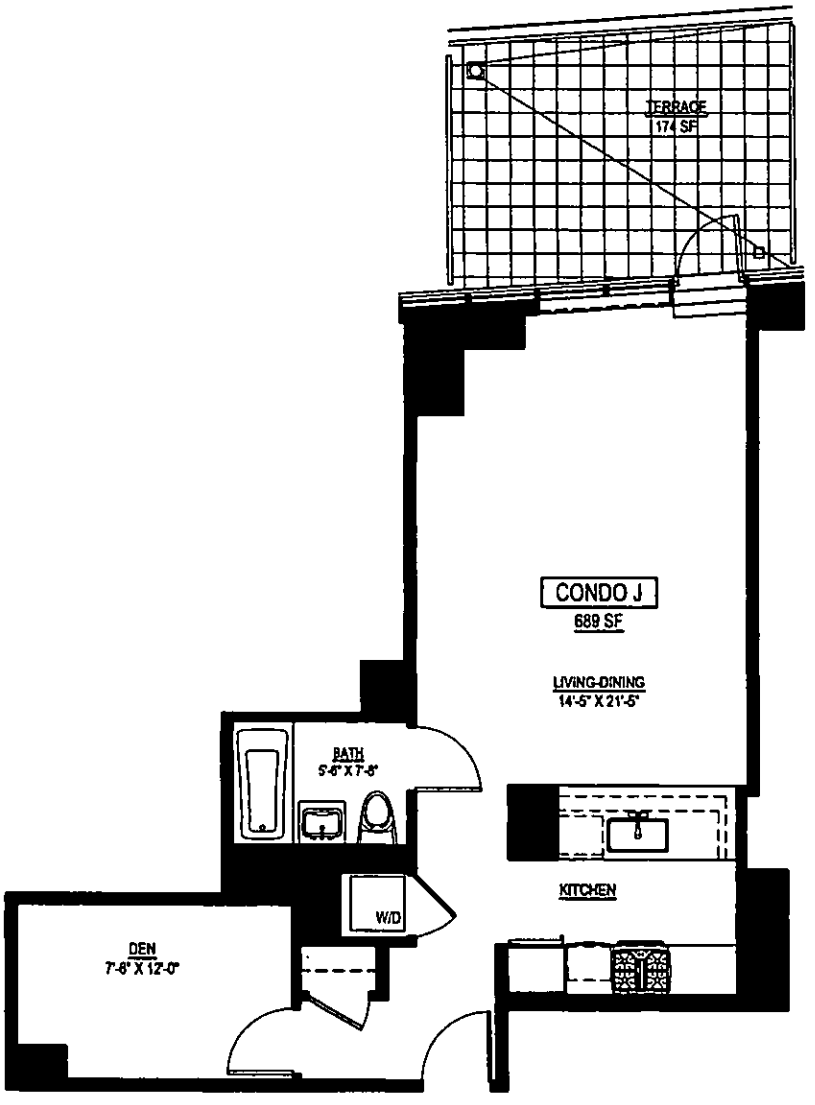


0 4" 8"
1/8"=1'-0"

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03.24.08

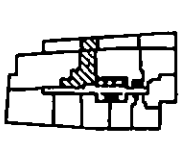


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO J
@ 6TH FLOOR

STUDIO
1 BATH
689 SQ. FT.

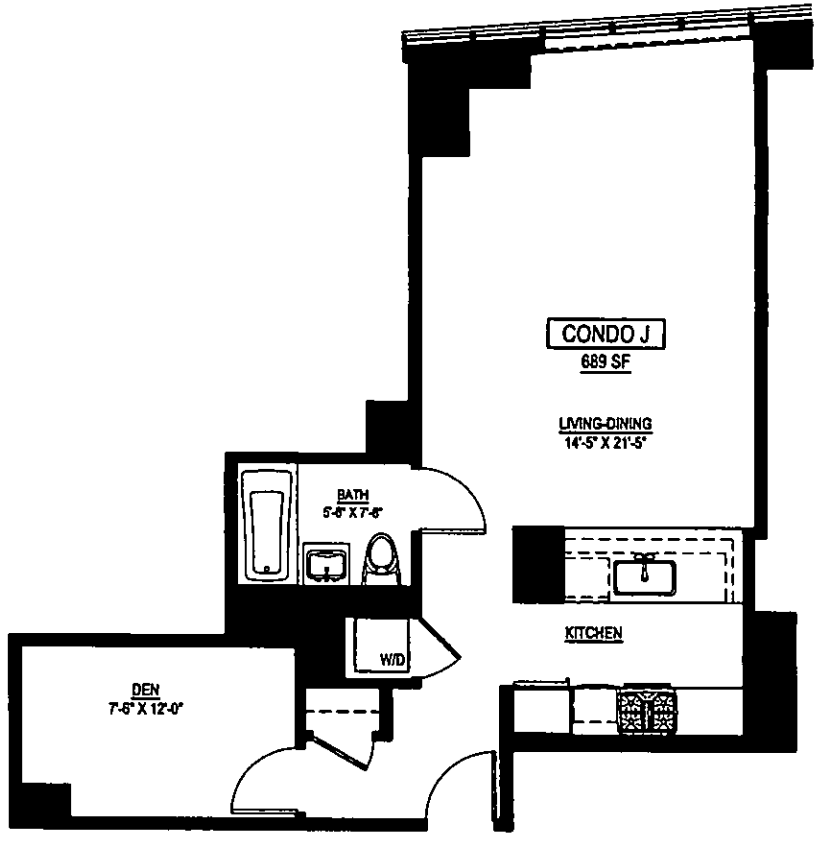


0 4' 8'
1/8"=1'-0"

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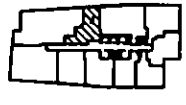


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO J
@ 7TH THRU 19TH FLOOR

STUDIO
1 BATH
689 SQ. FT.

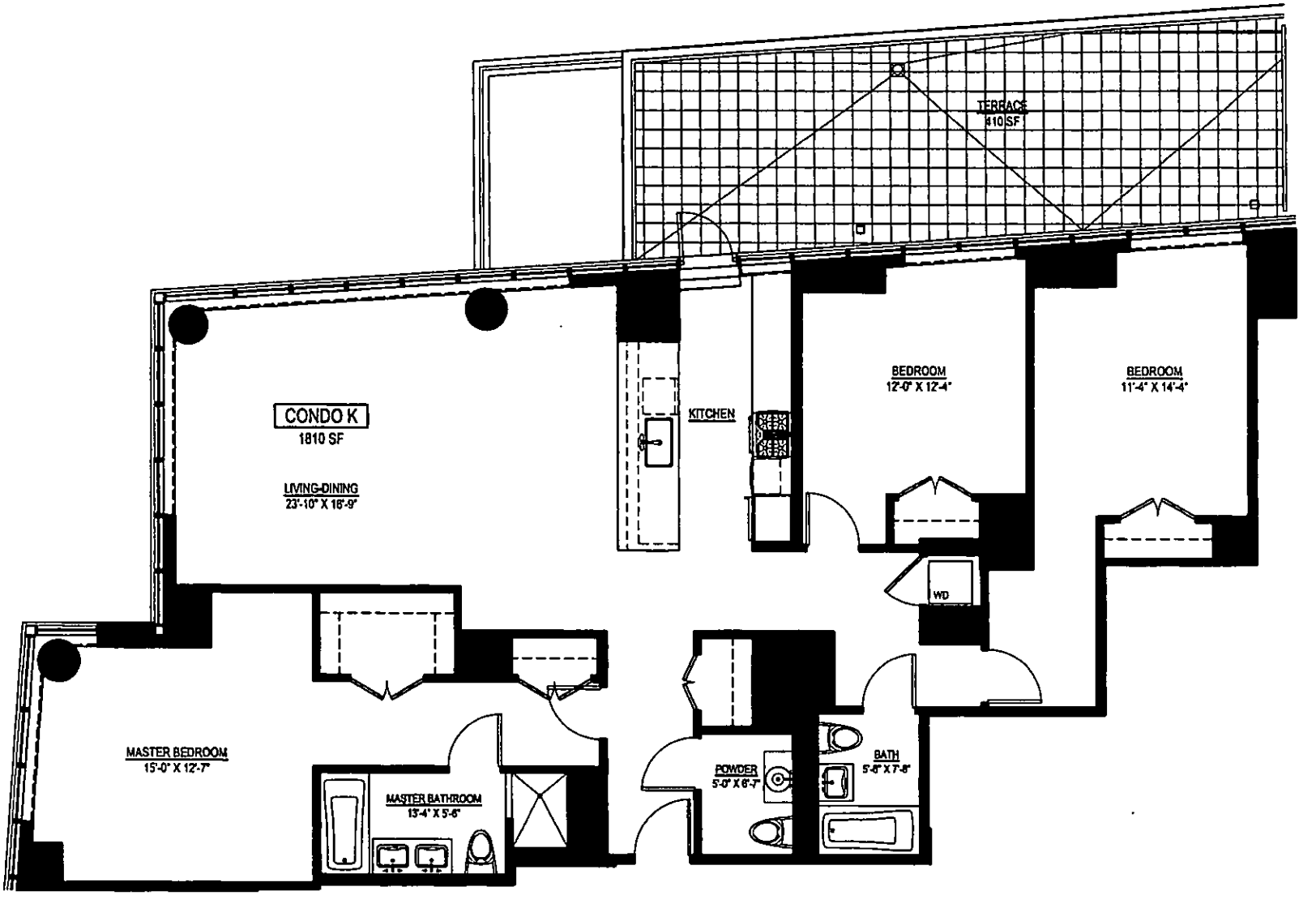


0 4' 8'
1/8"=1'-0"

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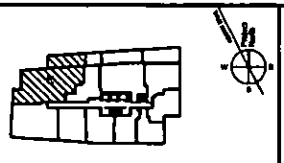


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO K
@ 6TH FLOOR

3 BEDROOMS
2.5 BATHS
1,810 SQ. FT.

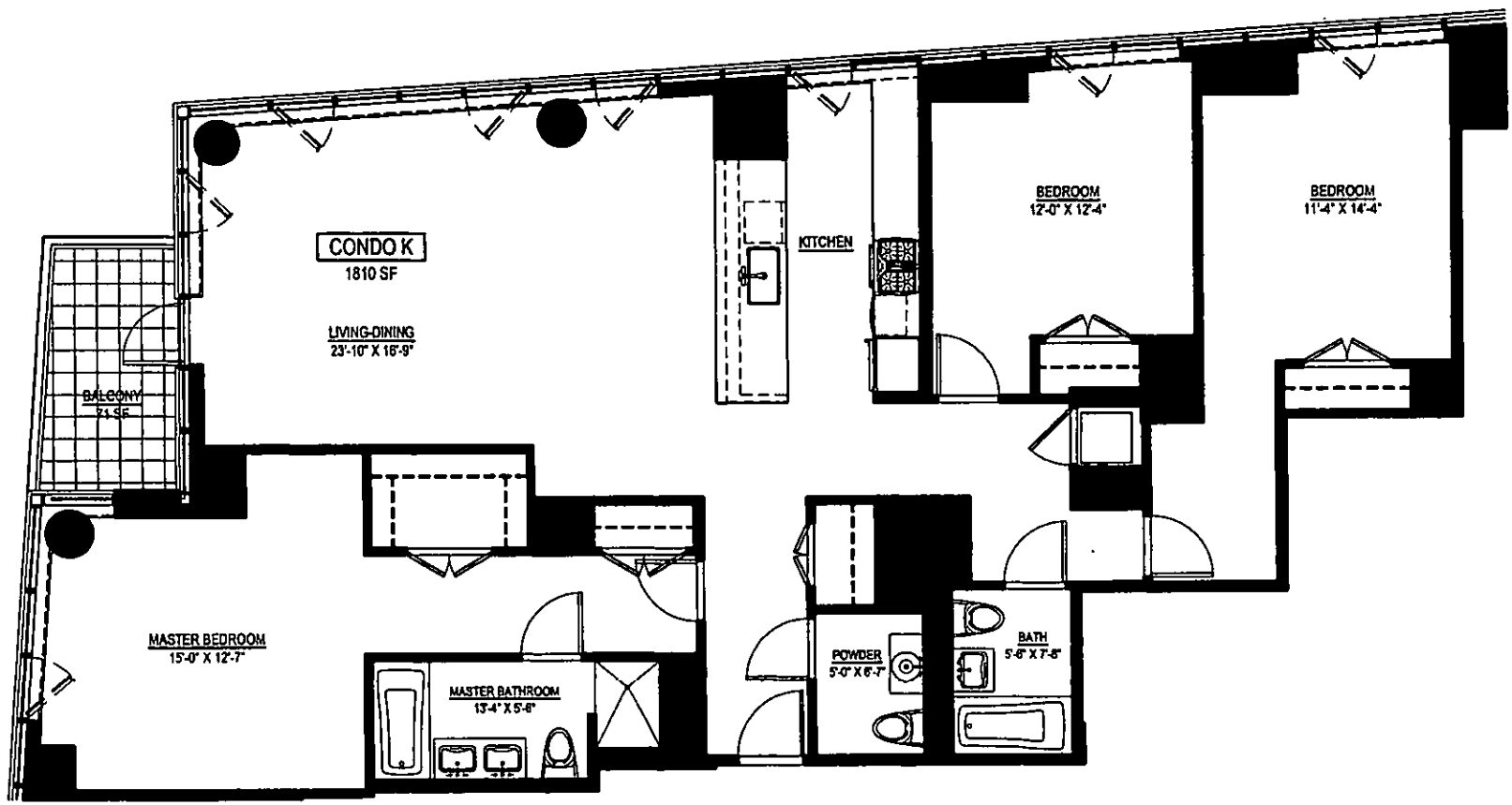


1/8"=1'-0"

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03.24.08

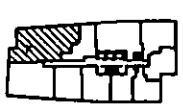


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO K
@ 7TH THRU 19TH FLOOR

3 BEDROOMS
2.5 BATHS
1,810 SQ. FT.

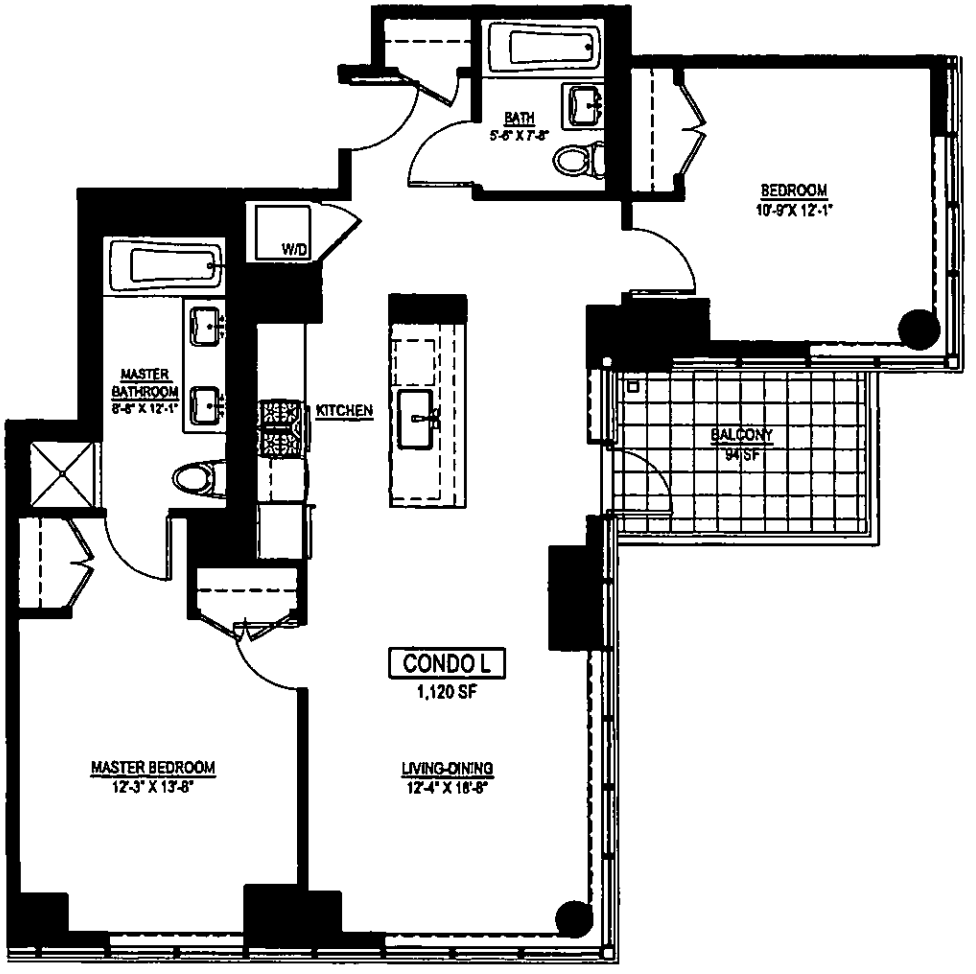


0 4' 8'
1/8"=1'-0"

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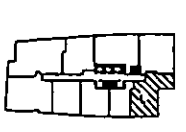


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO L
@ 20TH THRU 27TH FLOOR

2 BEDROOMS
2 BATHS
1,120 SQ. FT.

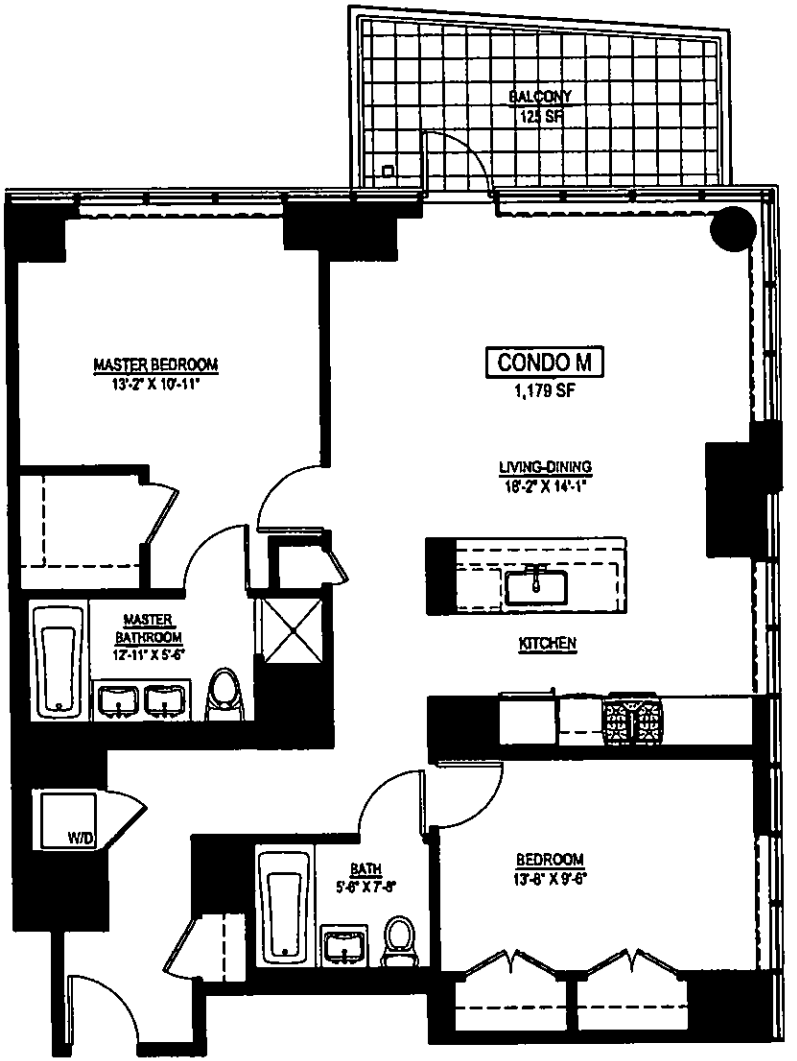


1/8"=1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

08.01.07

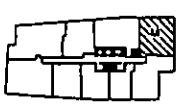


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO M
@ 20TH THRU 27TH FLOOR

2 BEDROOMS
2 BATHS
1,179 SQ. FT.

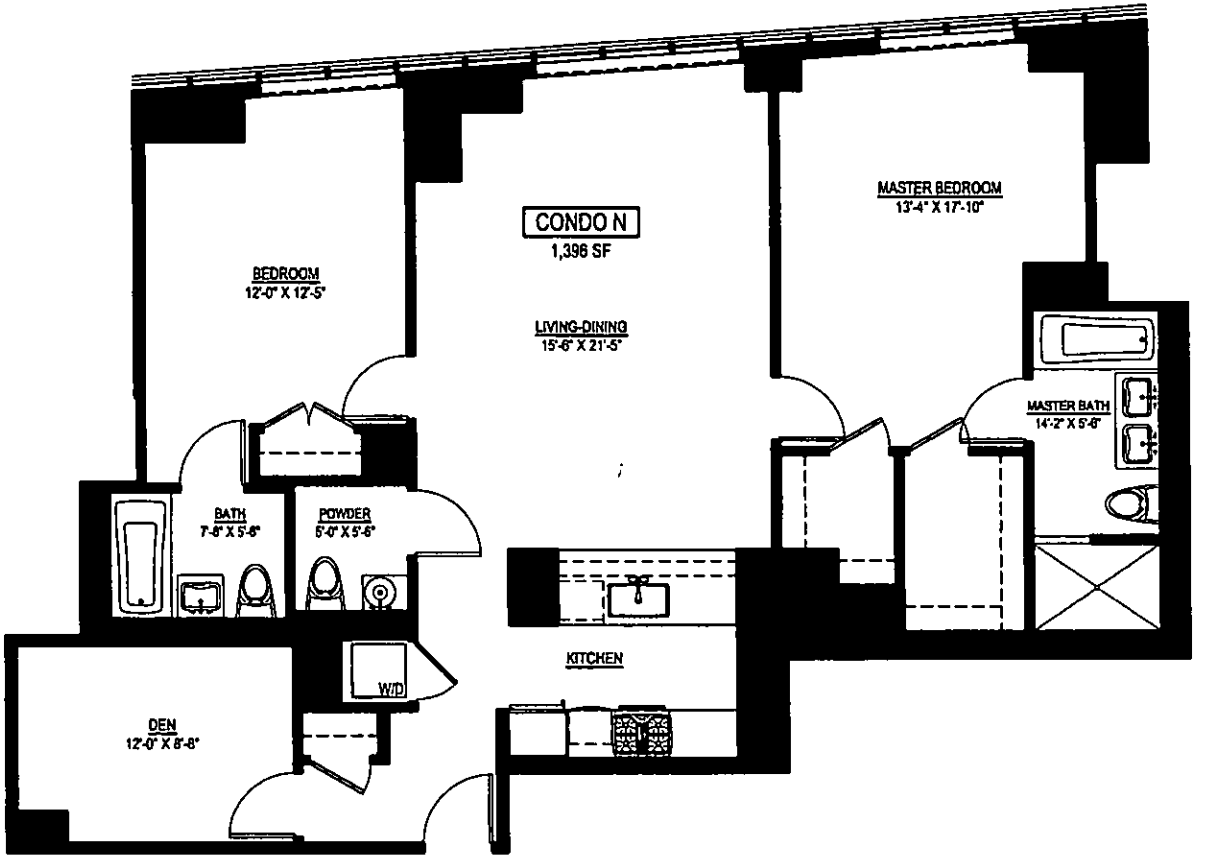


0 4' 8'
1/8"=1'-0"

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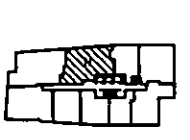


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO N
@ 20TH THRU 31ST FLOOR

2 BEDROOMS
2.5 BATHS
1,396 SQ. FT.

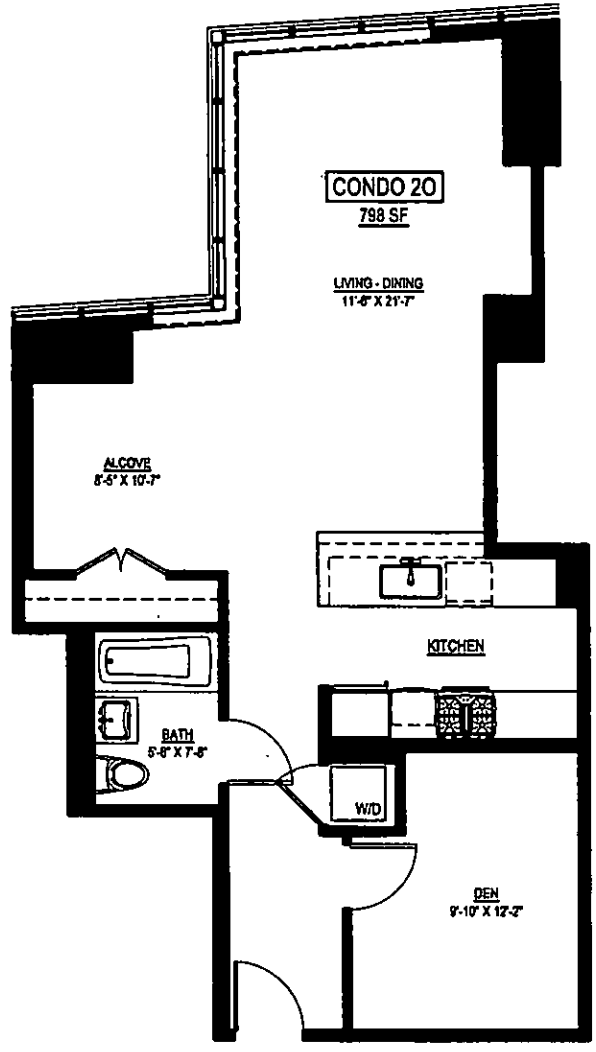




ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

03.24.08

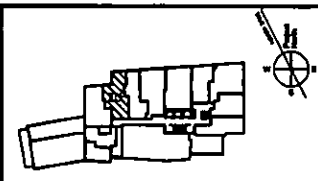


2 NORTH 5TH STREET

2 NORTH 5TH STREET
WILLIAMSBURG,
BROOKLYN, NY

CONDO 2O
@ 2ND FLOOR

STUDIO
1 BATH
798 SQ. FT.

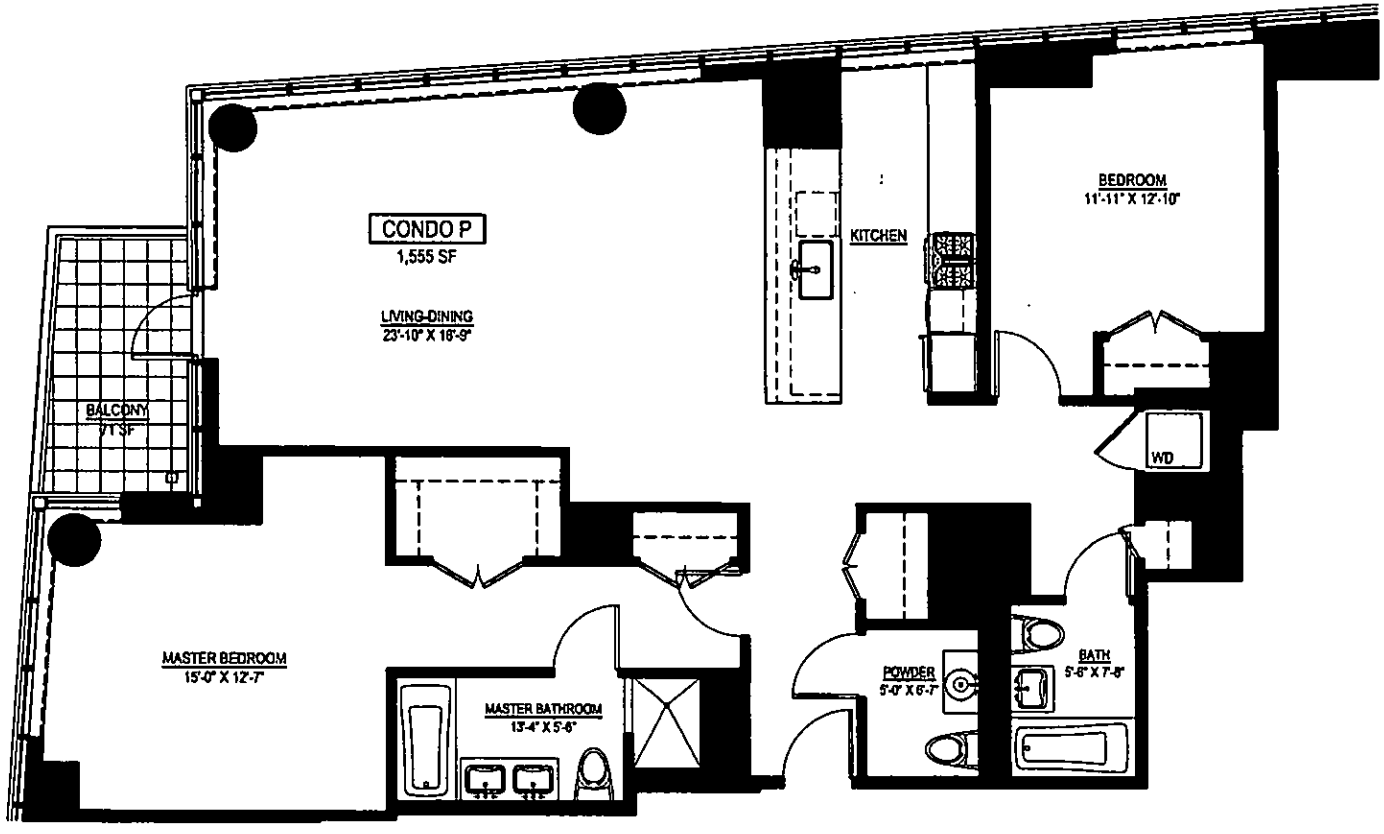




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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

03.24.08

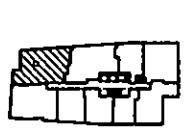


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO P
@ 20TH THRU 27TH FLOOR

2 BEDROOMS
2.5 BATHS
1,555 SQ. FT.

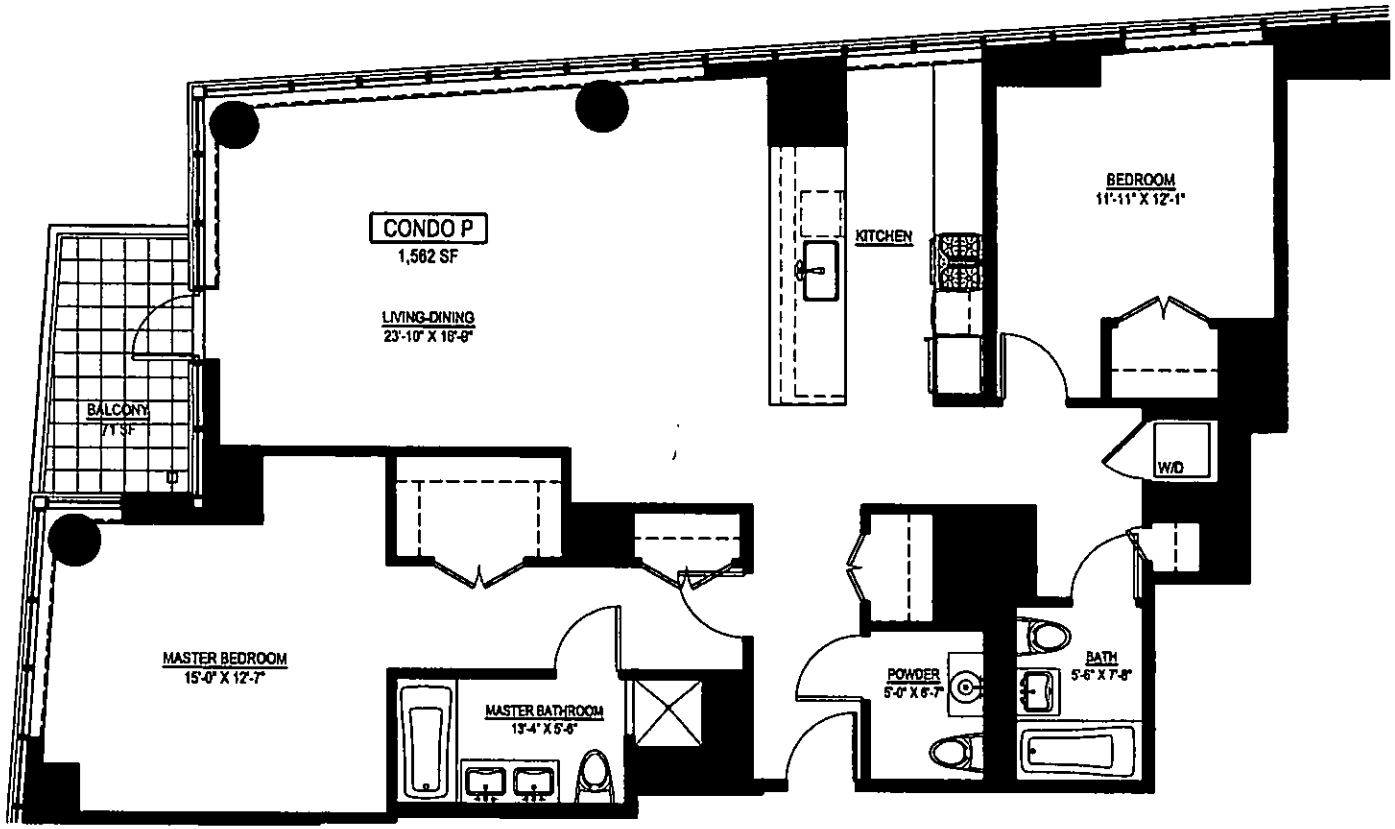


1/8"=1'-0"

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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

03.24.08



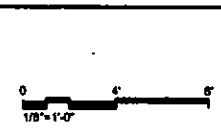
2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO P
@ 28TH THRU 31ST FLOOR

2 BEDROOMS
2.5 BATHS
1,562 SQ. FT.

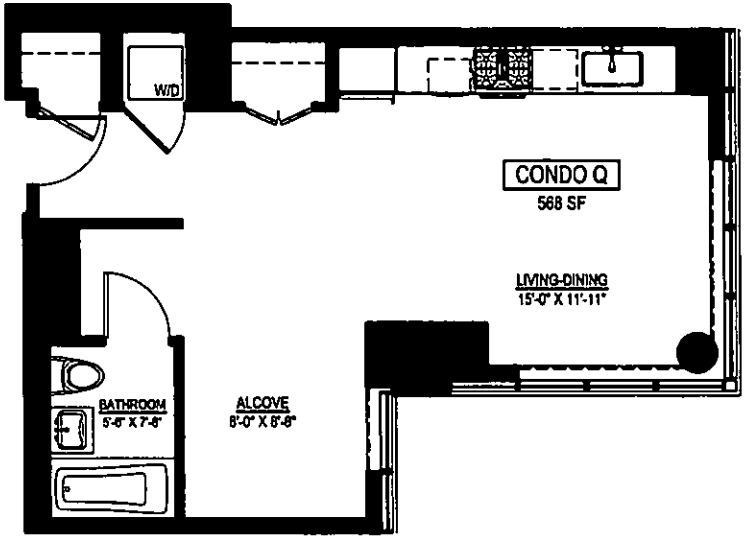




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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

03.24.08

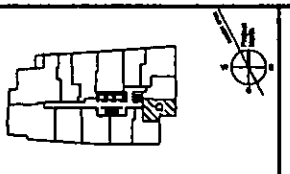


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO Q
@ 3RD THRU 5TH FLOOR

STUDIO
1 BATH
568 SQ. FT.

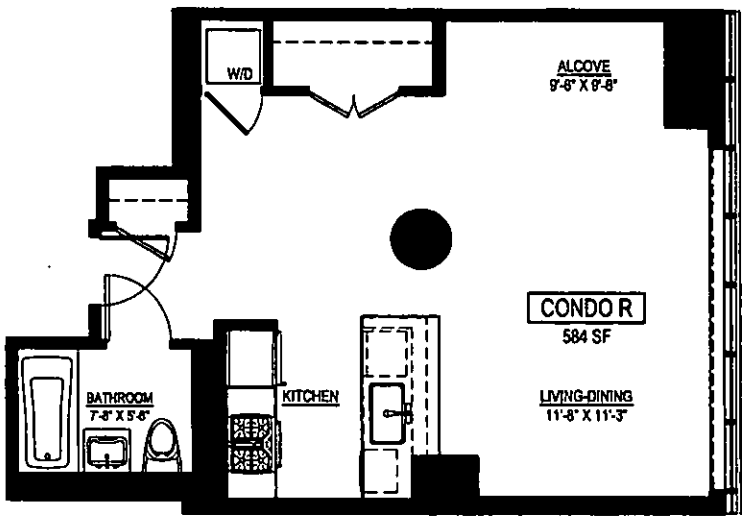


0 4' 8'
1/8"=1'-0"

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08.01.07

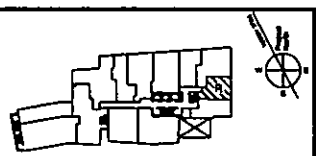


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO R
@ 2ND THRU 5TH FLOOR

STUDIO
1 BATH
584 SQ. FT.

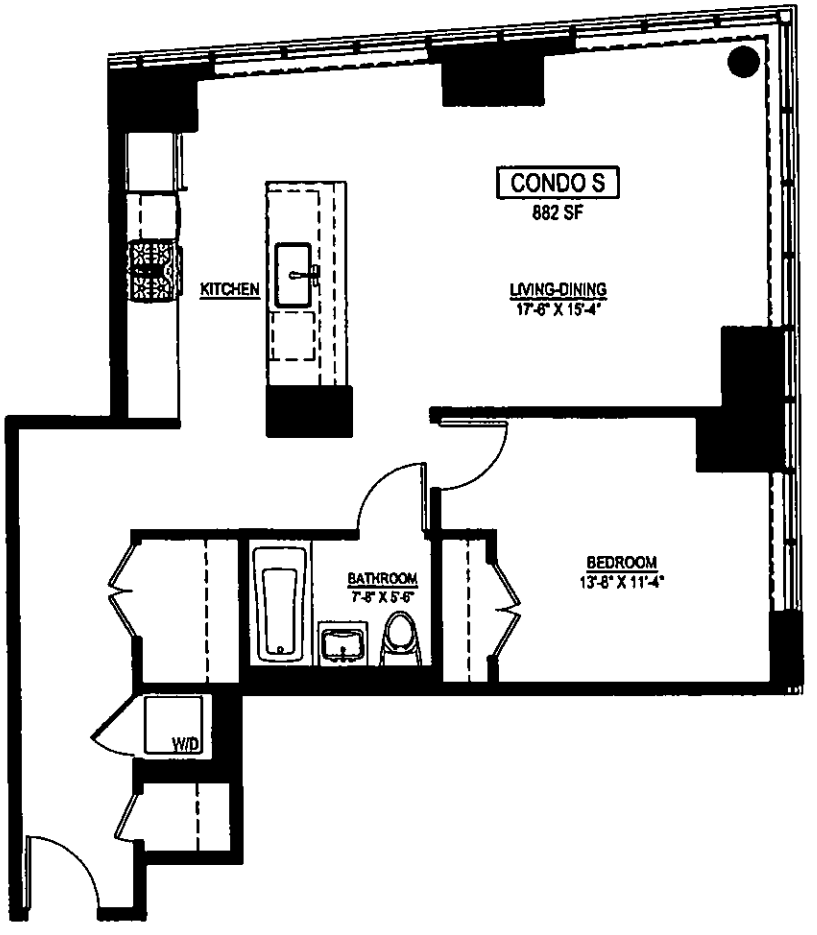




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NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

08.01.07

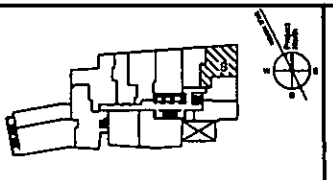


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO S
@ 2ND FLOOR

1 BEDROOM
1 BATH
882 SQ. FT.

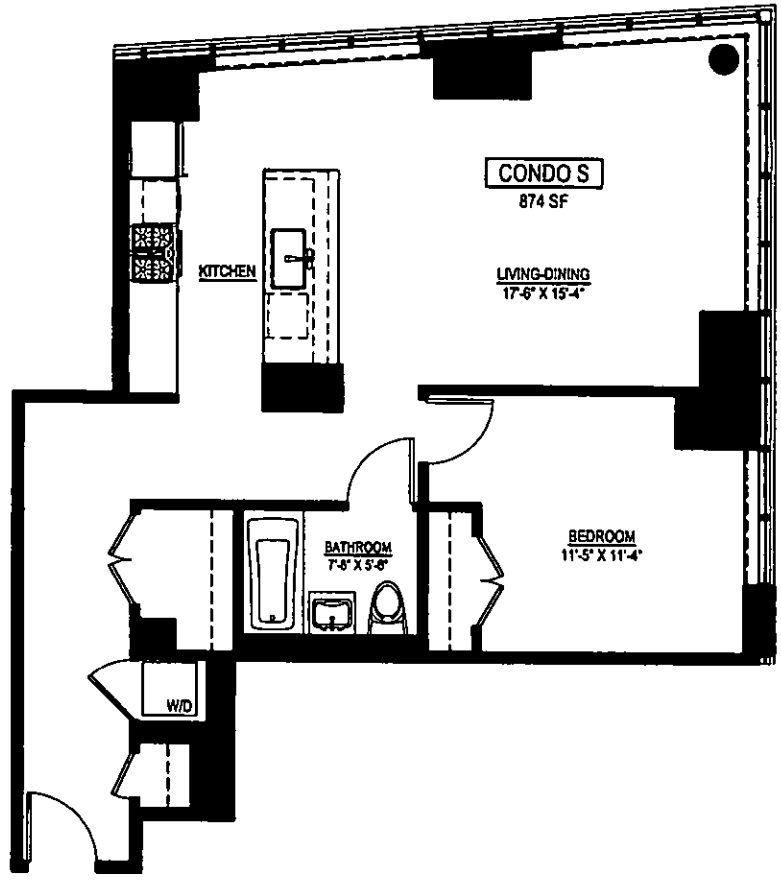


0 4' 8'
1/8"=1'-0"

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08.01.07

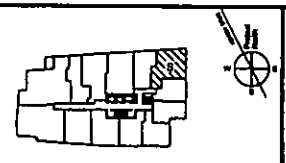


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO S
@ 3RD THRU 5TH FLOOR

1 BEDROOM
1 BATH
874 SQ. FT.

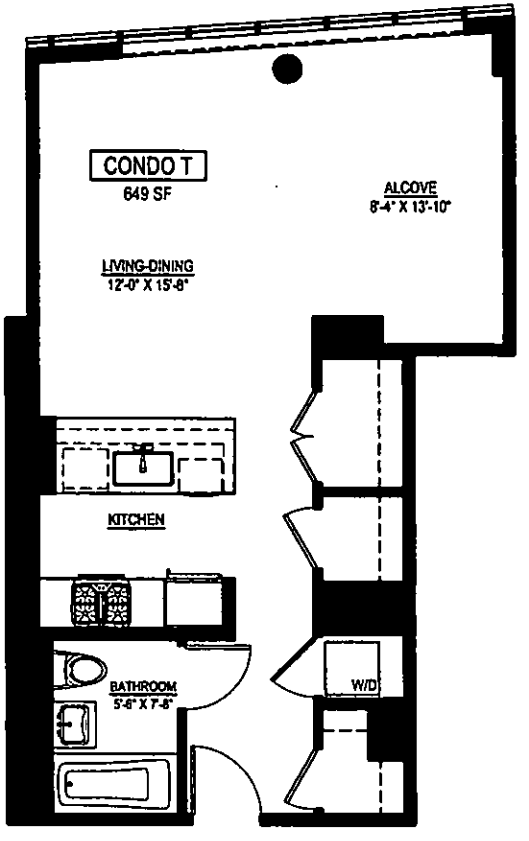


1/8"=1'-0"

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10.23.07

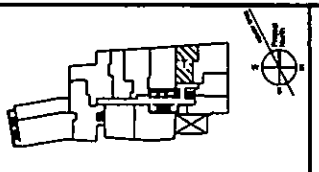


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO T
@ 2ND FLOOR

STUDIO
1 BATH
649 SQ. FT.

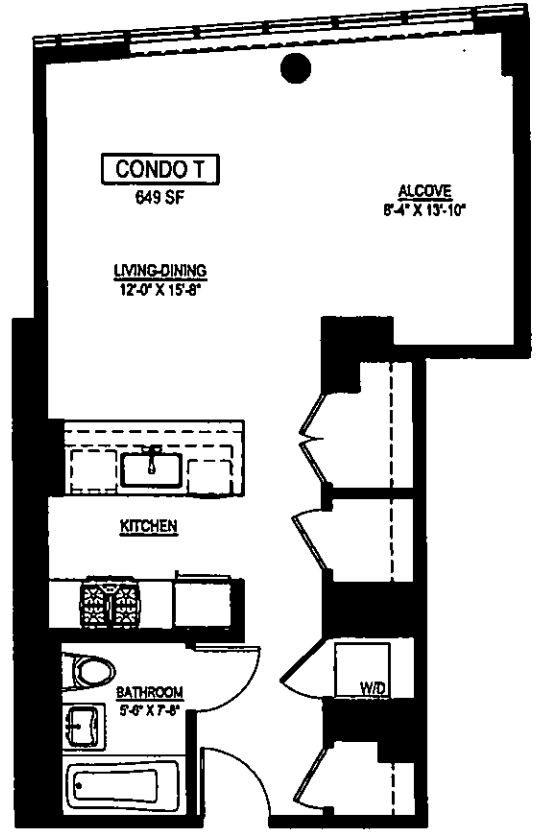




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03.24.08

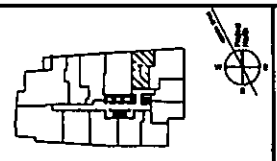


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO T
@ 3RD THRU 5TH FLOOR

STUDIO
1 BATH
649 SQ. FT.

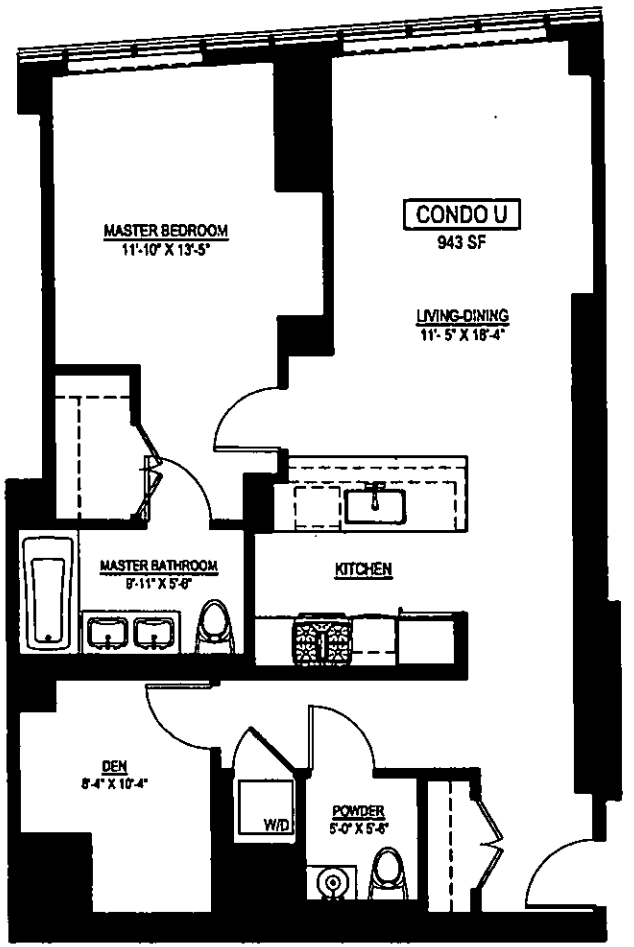




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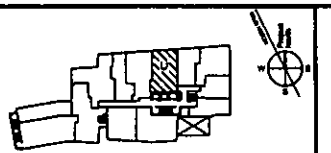


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO U
@ 2ND THRU 5TH FLOOR

1 BEDROOM
1.5 BATHS
943 SQ. FT.

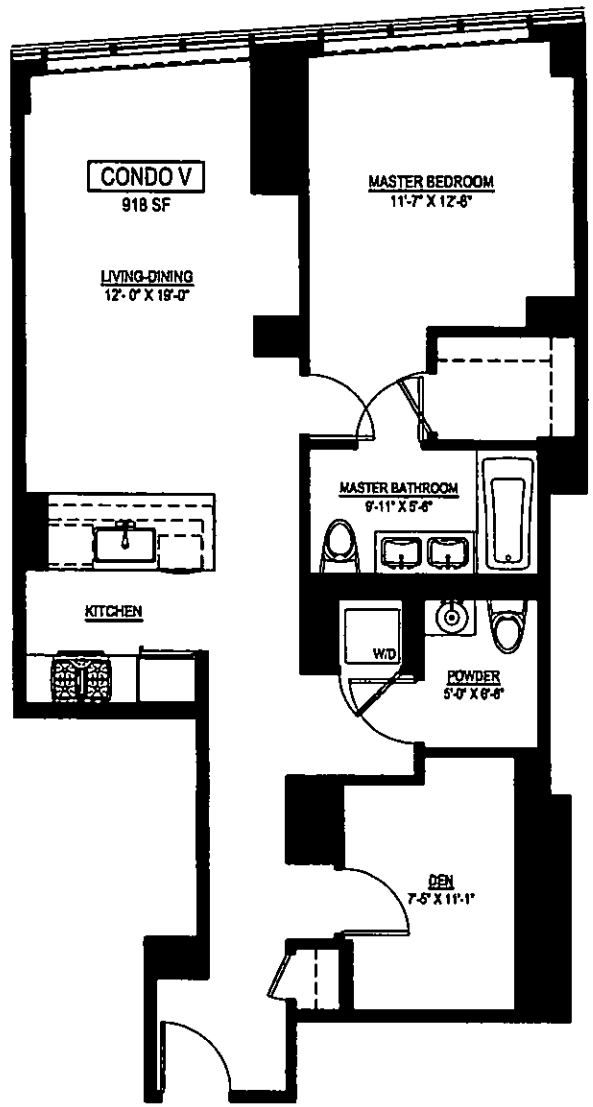


1/8"=1'-0"

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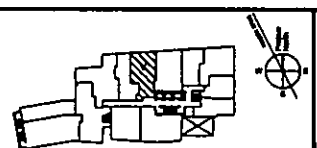


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO V
@ 2ND FLOOR

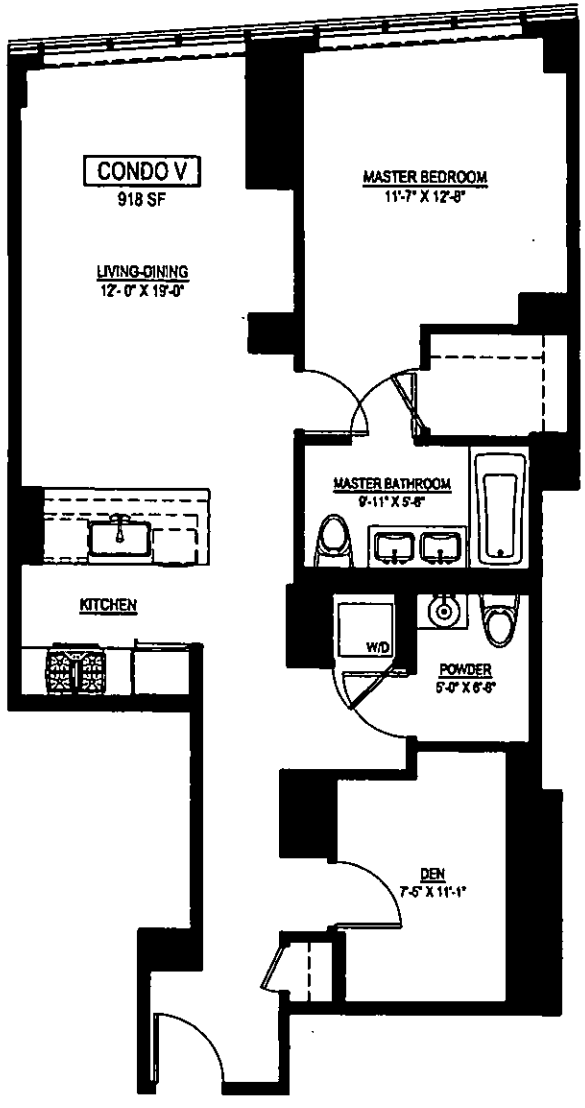
1 BEDROOM
1.5 BATHS
918 SQ. FT.



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03.24.08

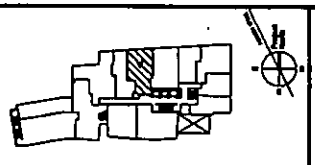


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO V
@ 3RD THRU 5TH FLOOR

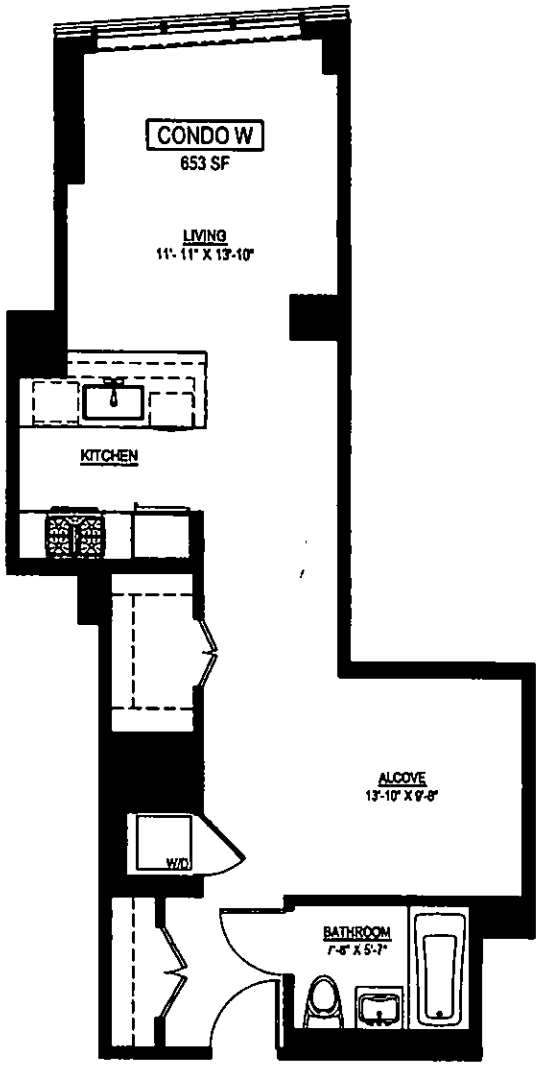
1 BEDROOM
1.5 BATHS
918 SQ. FT.



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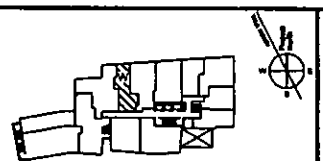


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO W
@ 2ND FLOOR

STUDIO
1 BATHS
653 SQ. FT.

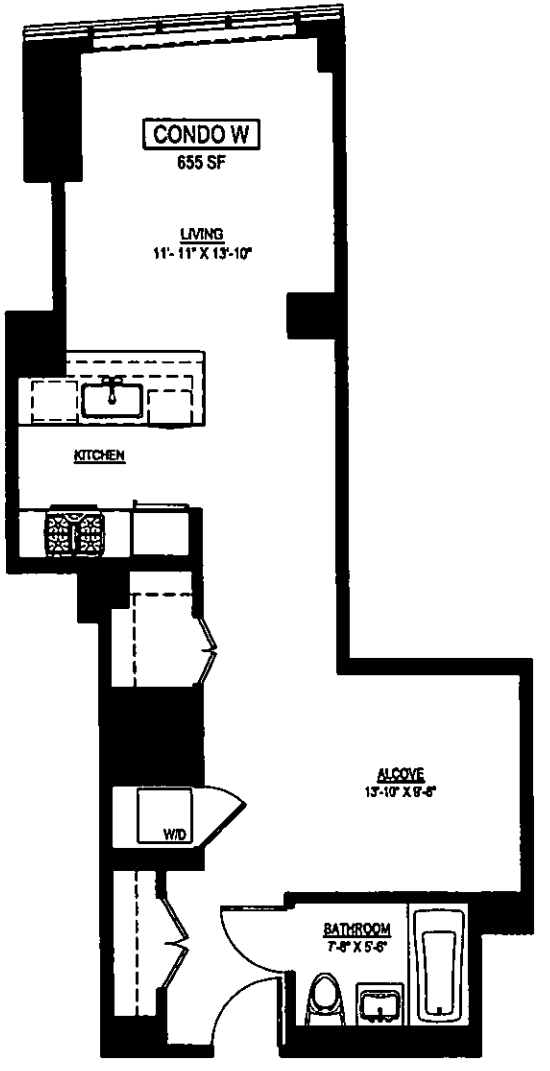


0 4' 8'
1/8"=1'-0"

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08.01.07

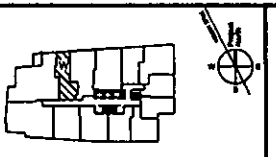


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO W
@ 3RD THRU 5TH FLOOR

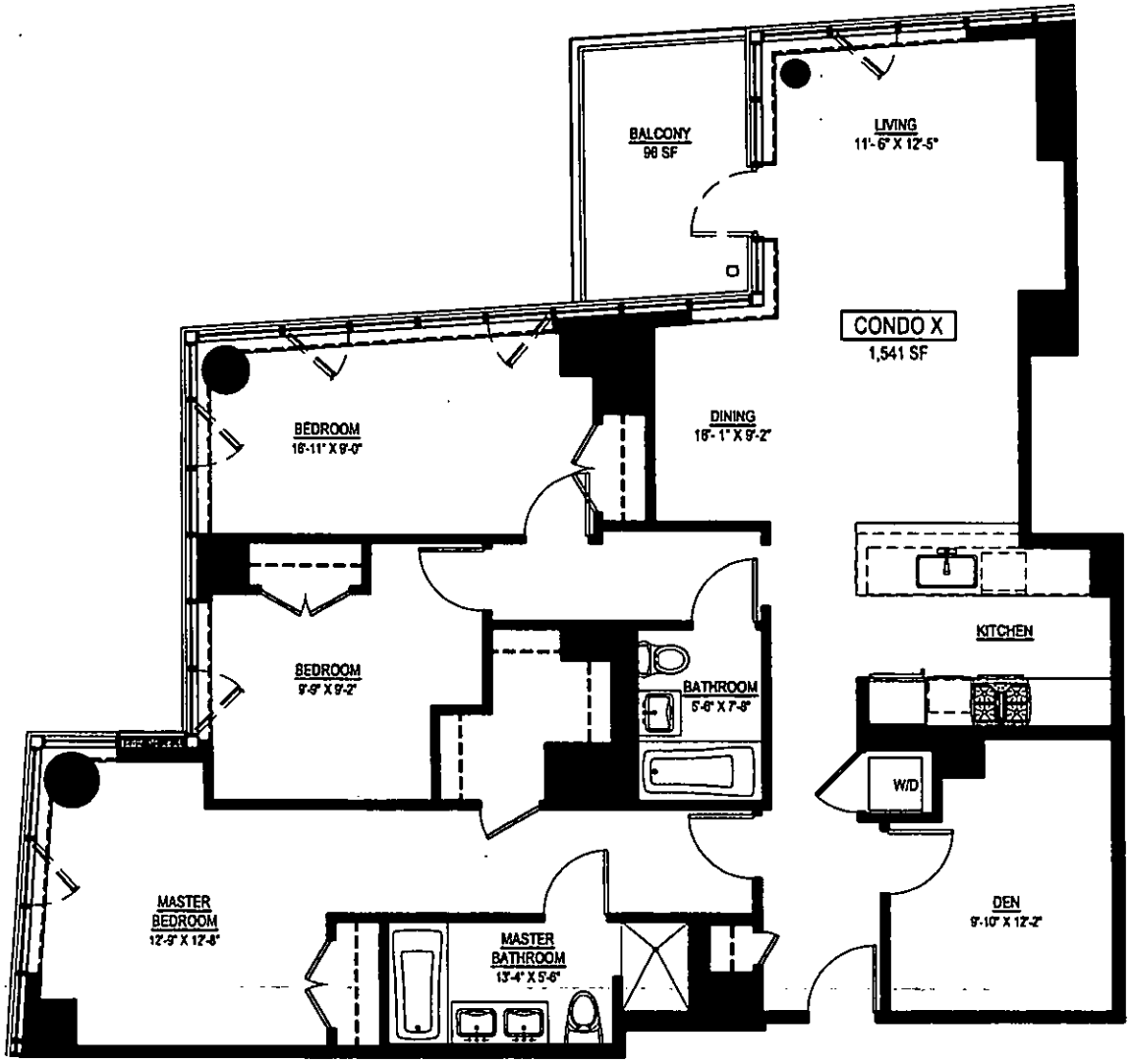
STUDIO
1 BATH
655 SQ. FT.



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08.01.07

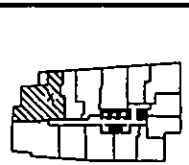


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO X
@ 3RD THRU 5TH FLOOR

3 BEDROOMS
2 BATHS
1,541 SQ. FT.

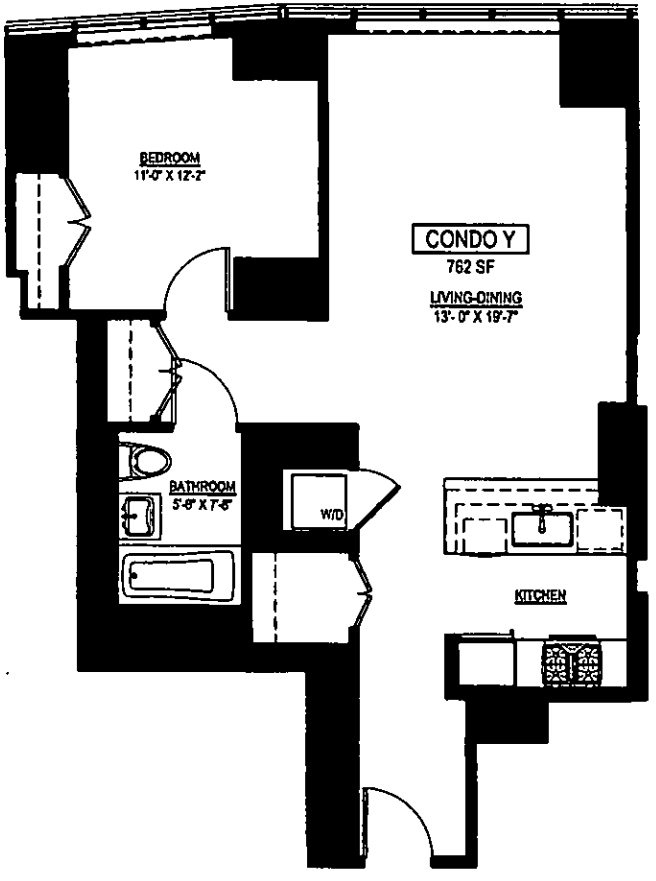


0 4' 8'
1/8"=1'-0"

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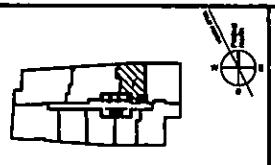


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO Y
@ 20TH FLOOR - 31ST FLOOR

1 BEDROOM
1 BATH
762 SQ. FT.

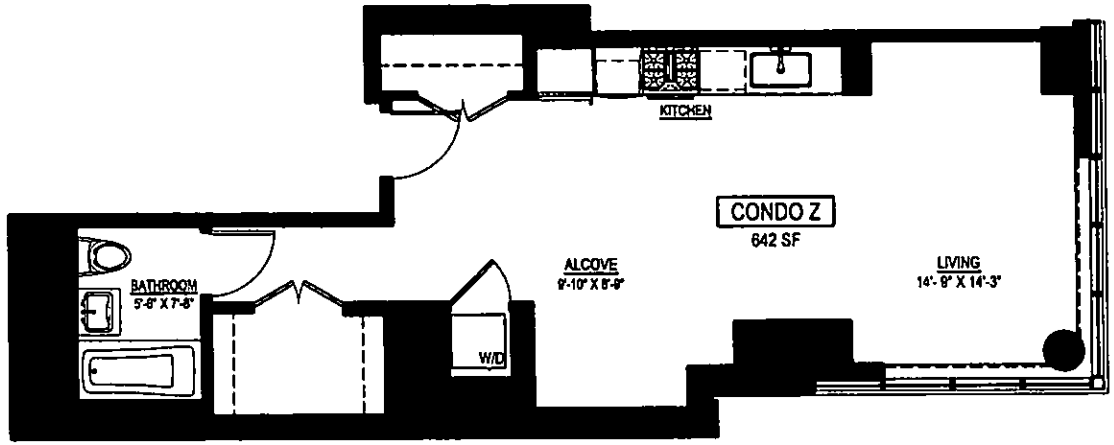


0 4' 8'
1/8"=1'-0"

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03.24.08

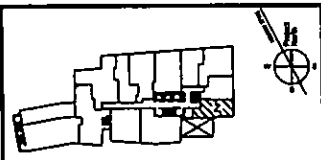


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

CONDO Z
@ 2ND FLOOR

STUDIO
1 BATH
642 SQ. FT.

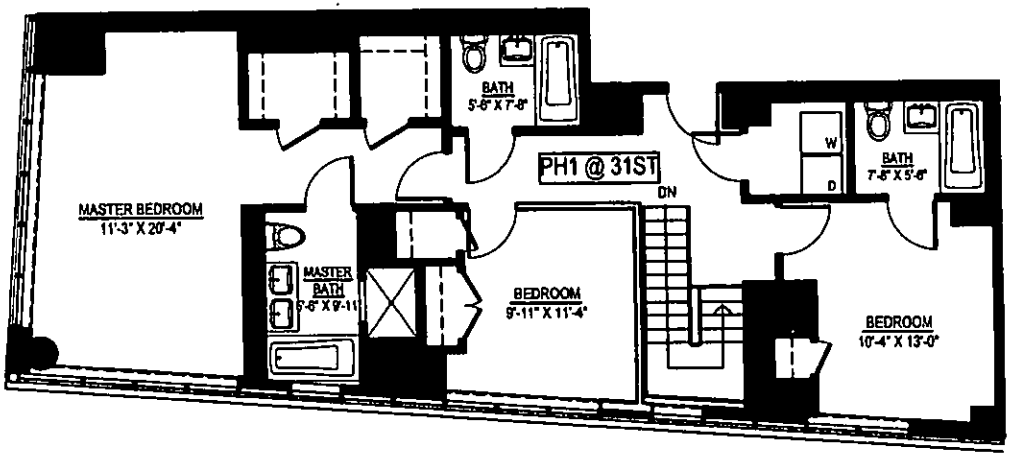


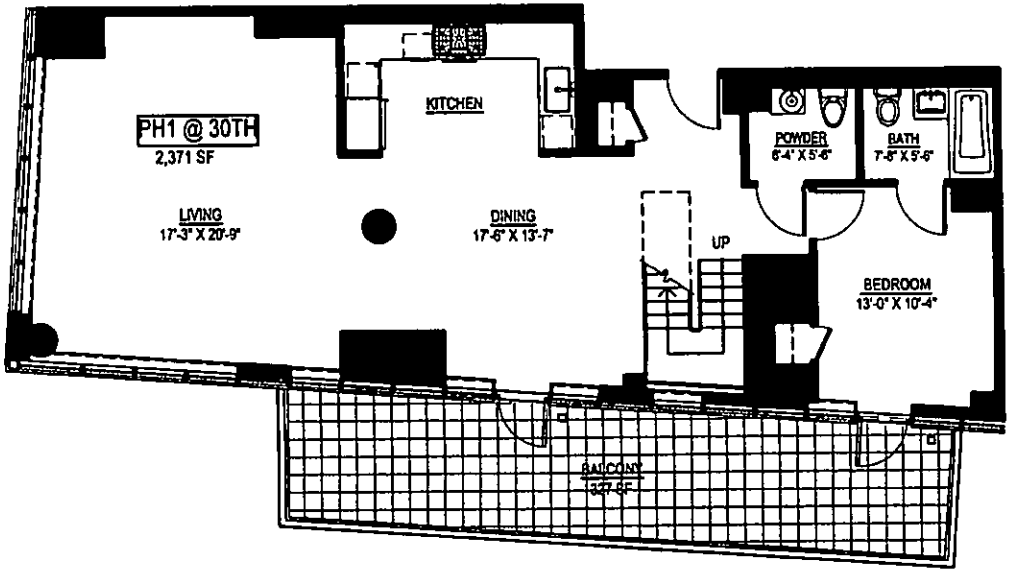
0 4' 8'
1/8"=1'-0"

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08.01.07



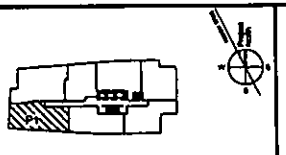


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

PENTHOUSE 1
@ 30TH AND 31ST FLOOR

4 BEDROOMS
4.5 BATHS
2,371 SQ. FT.

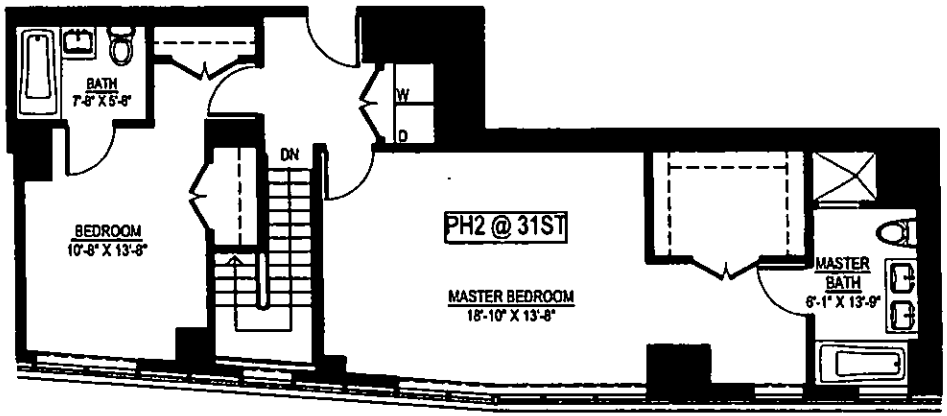


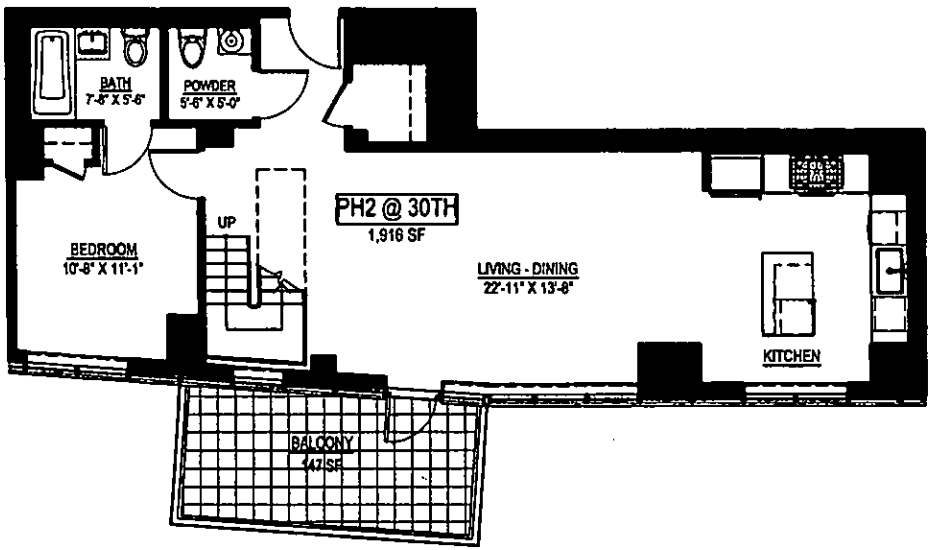
0 4' 8' 12'
3/32"=1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS.

NOTED DIMENSIONS REFLECT INTERIOR DIMENSIONS OF SPACE.

03.24.08





2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

PENTHOUSE 2
@ 30TH AND 31ST FLOOR

3 BEDROOMS
3.5 BATHS
1,916 SQ. FT.

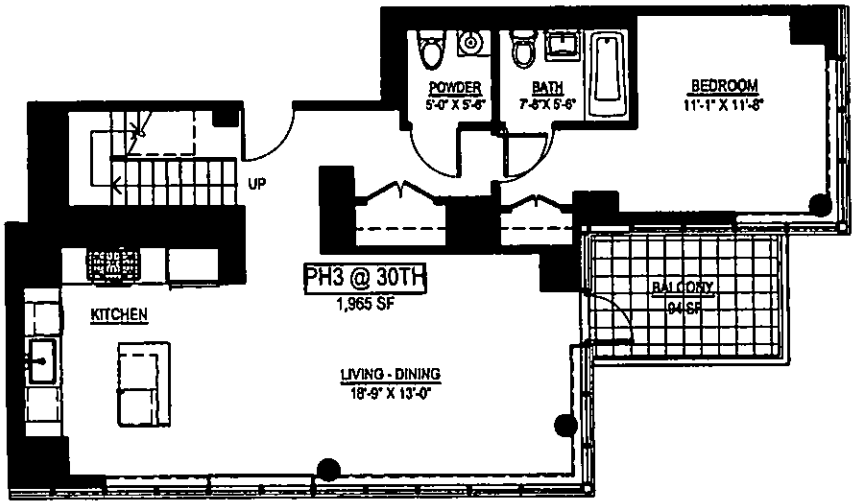


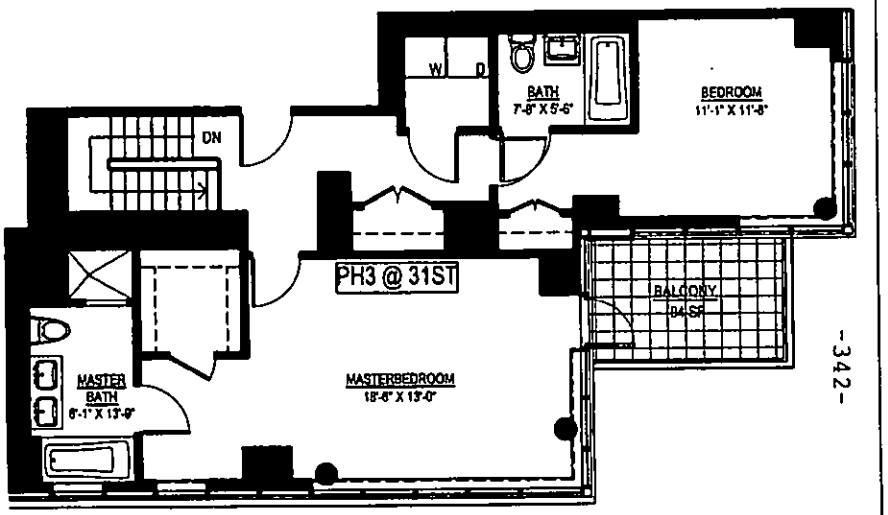
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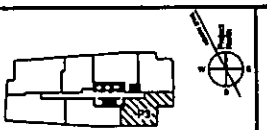


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

PENTHOUSE 3
@ 30TH AND 31ST FLOOR

3 BEDROOMS
3.5 BATHS
1,965 SQ. FT.

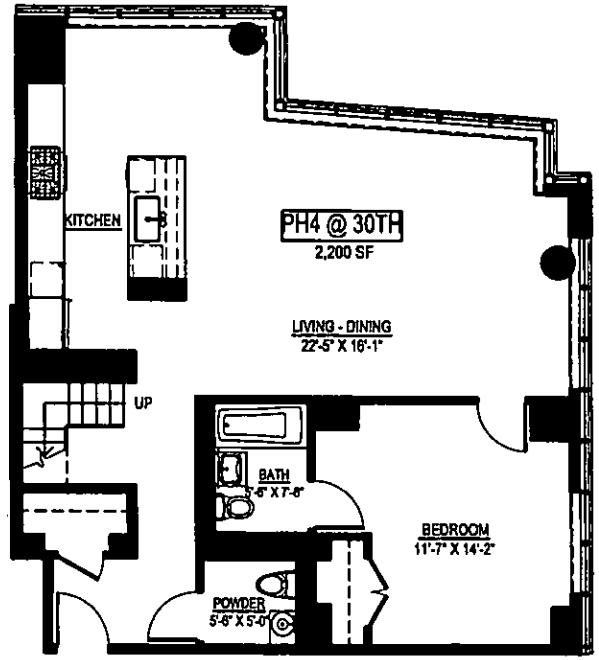


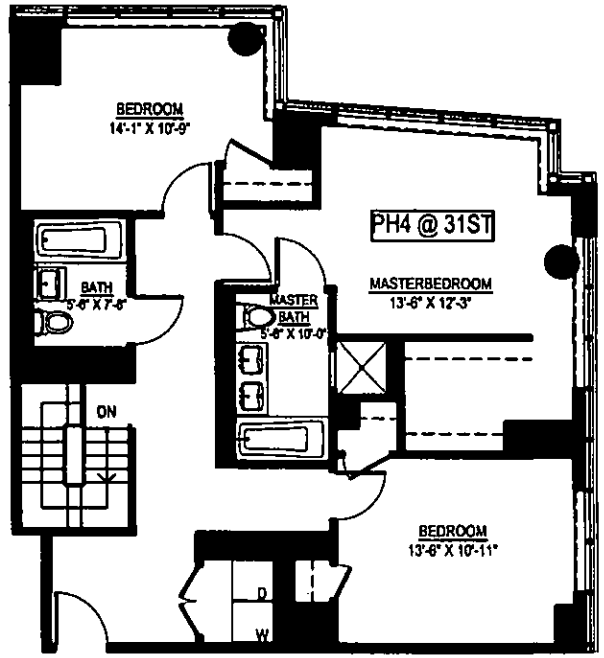
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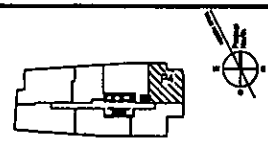


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

PENTHOUSE 4
@ 30TH AND 31ST FLOOR

4 BEDROOMS
3.5 BATHS
2,200 SQ. FT.

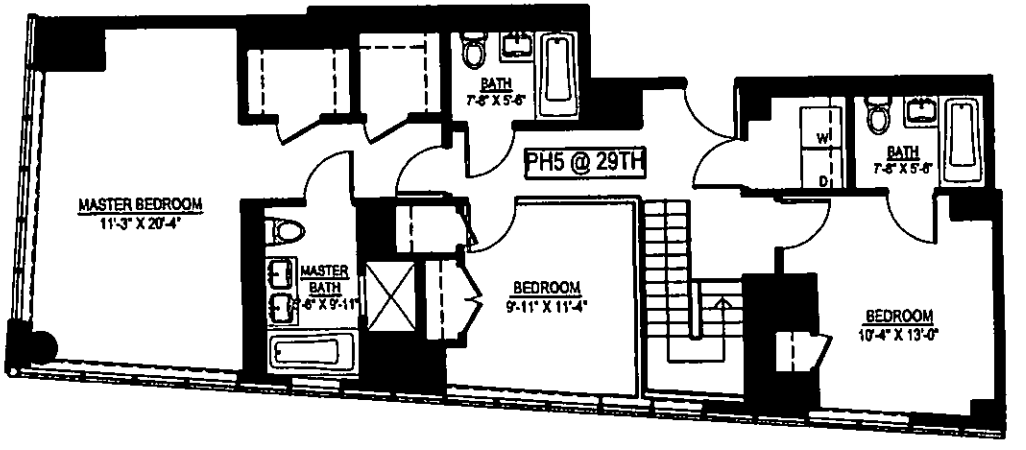


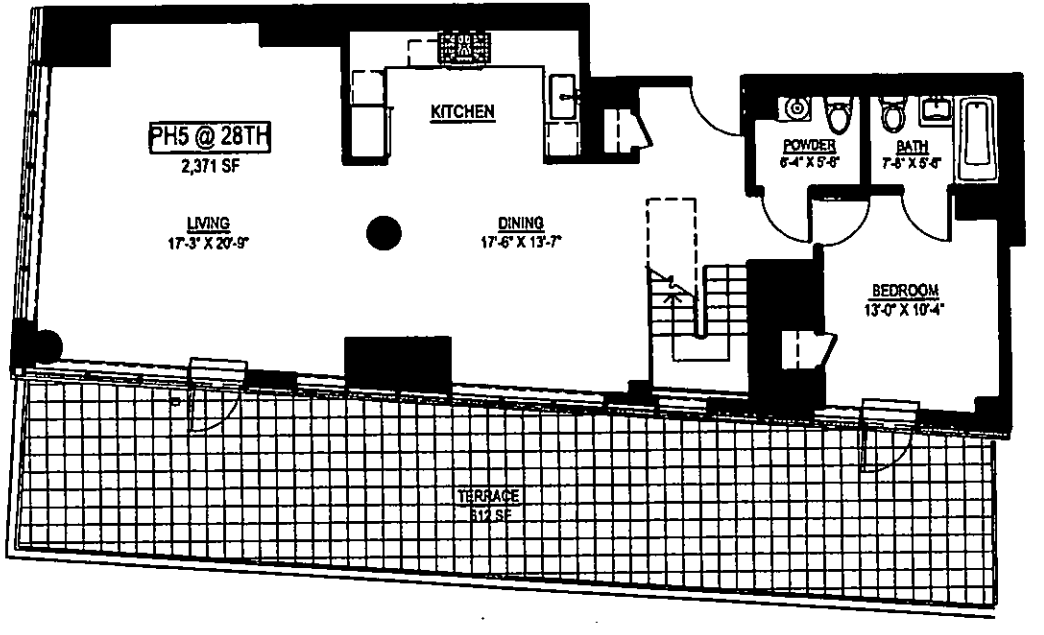
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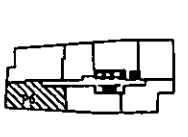


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

PENTHOUSE 5
@ 28TH AND 29TH FLOOR

4 BEDROOMS
4.5 BATHS
2,371 SQ. FT.

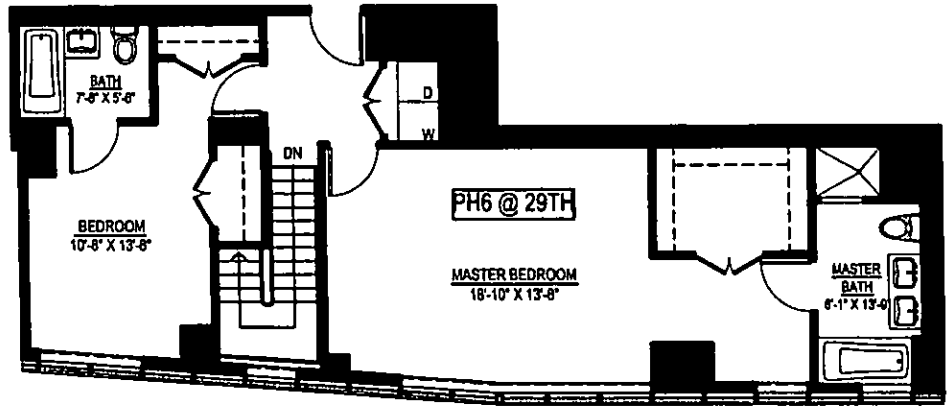


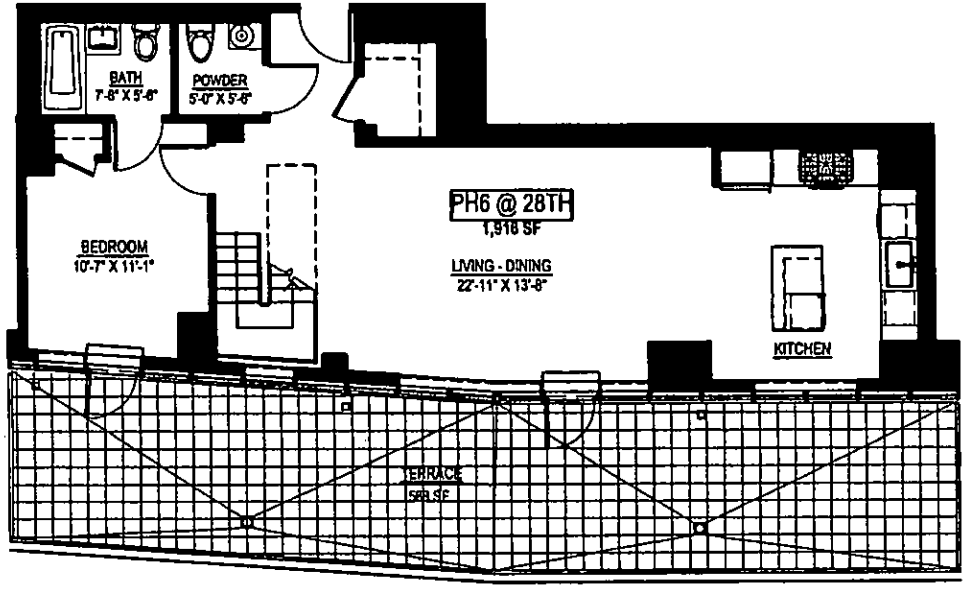
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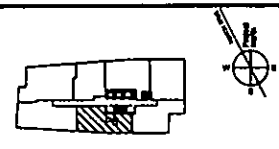


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

PENTHOUSE 6
@ 28TH AND 29TH FLOOR

3 BEDROOMS
3.5 BATHS
1,918 SQ. FT.

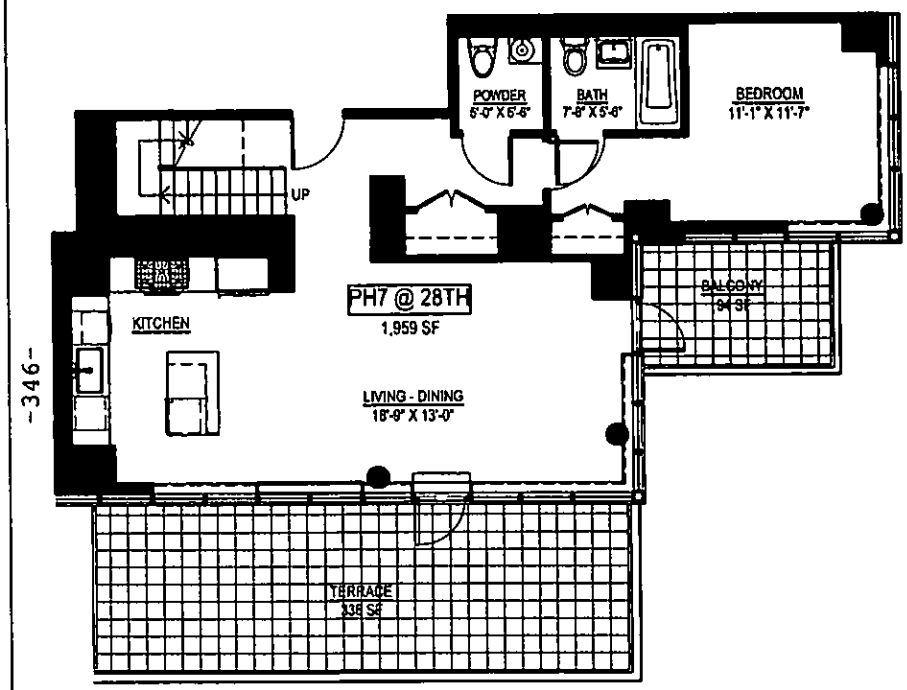


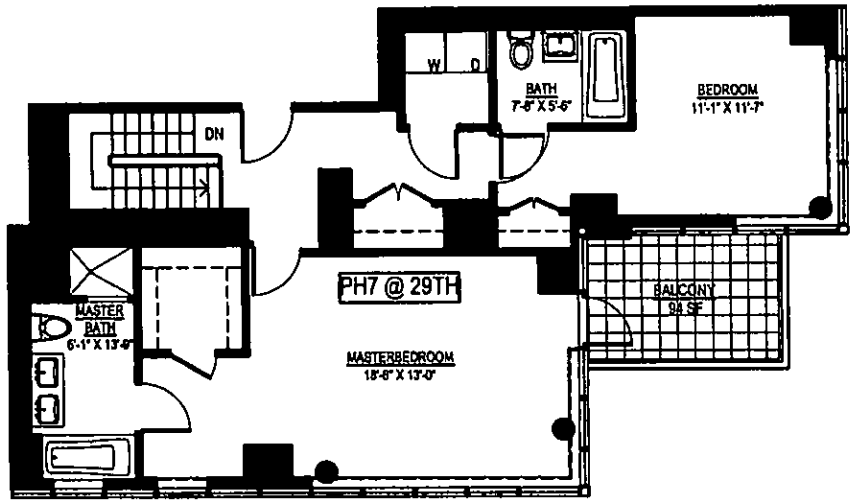
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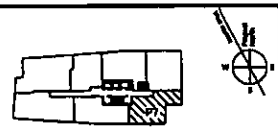
-346-

2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

PENTHOUSE 7
@ 28TH AND 29TH FLOOR

3 BEDROOMS
3.5 BATHS
1,959 SQ. FT.

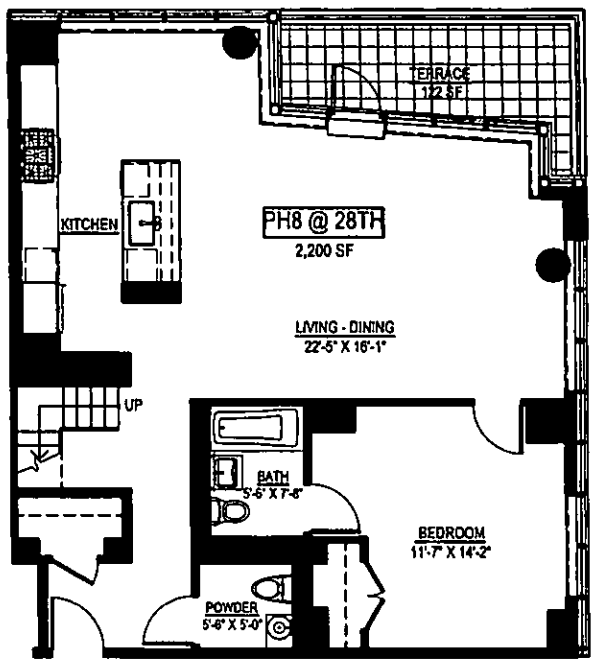


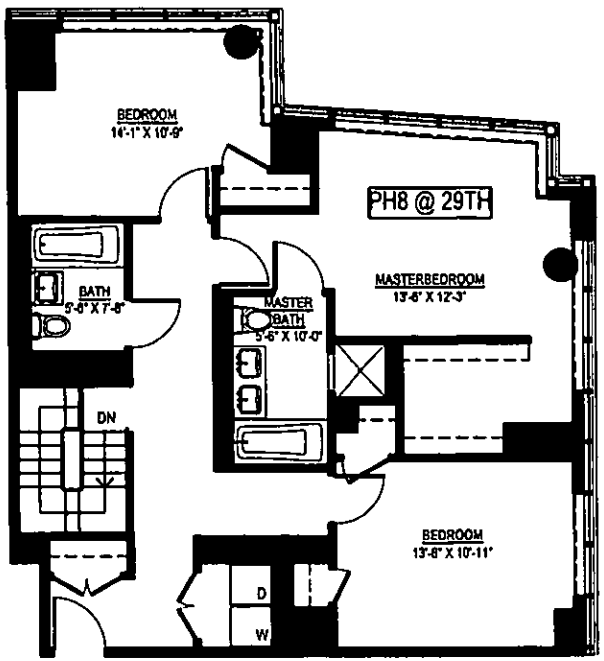
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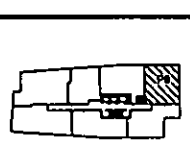


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

PENTHOUSE 8
@ 28TH AND 29TH FLOOR

4 BEDROOMS
3.5 BATHS
2,200 SQ. FT.

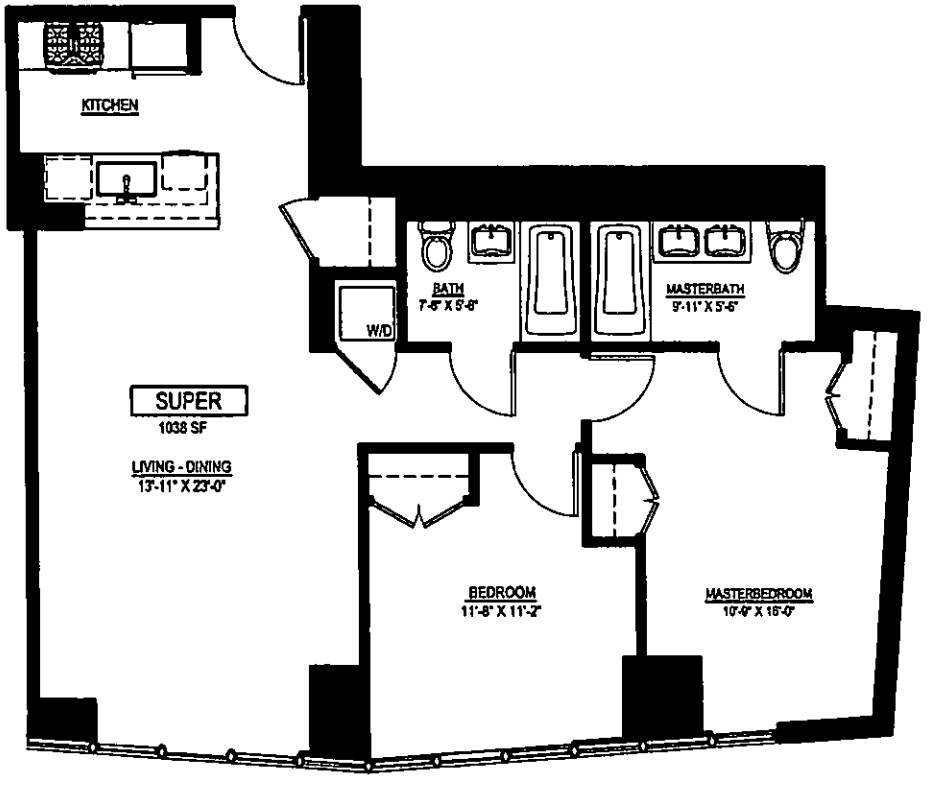


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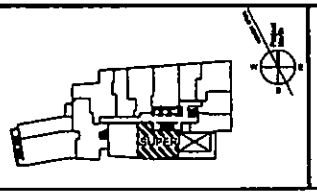


2 NORTHSIDE PIERS

2 NORTHSIDE PIERS
WILLIAMSBURG,
BROOKLYN, NY

SUPER
@ 2ND FLOOR

2 BEDROOMS
2 BATHS
1038 SQ. FT.





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03.24.08

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 2 Northside Piers, County of Kings, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: **THE 2 NORTHSIDE PIERS CONDOMINIUM**

DECLARANT: **Kent Avenue Property 2 LLC**
1865 Palmer Avenue, Suite 203
Larchmont, New York 10538

DATE OF DECLARATION: **_____, 200__**

The land affected by the within instrument lies in Tax Block 2340 Tax Lot formerly known as Lot 3 and now known as Lots _____-_____ inclusive on the Tax Map of the Borough of the Brooklyn, County of Kings, City and State of New York.

Record and Return to:

SEIDEN & SCHEIN, P.C.
Attorneys for Declarant
570 Lexington Avenue
New York, New York 10022
(212) 935-1400

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Exhibits

A. Description of the Land
B. Description of the Units
C. Definitions
D. By-Laws

DECLARATION
OF
THE 2 NORTHSIDE PIERS CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Kent Avenue Property 2 LLC, a Delaware limited liability company, having an office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538 (the "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 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 2 NORTHSIDE PIERS CONDOMINIUM**" (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 or in the By-Laws shall have the meanings given to those terms in **Exhibit C** annexed hereto.

ARTICLE 3

The Land

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the County of the Kings, City and State of New York, commonly known as 2 Northside Piers, and more particularly described in **Exhibit A** annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately 200,000 square feet.

ARTICLE 4

The Property

Included in the Property described in Article 2 is a building (the "Building") consisting of one (1) Commercial Unit, two-hundred-seventy (270) Residential Units (collectively, the "Residential Units" and individually, a "Residential Unit") and twelve (12) Cabana Units (collectively, the "Cabana Units" and individually, a "Cabana Unit."). The Commercial Unit, the Residential Units and the Cabana Units are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit." The Residential Units, together with the Residential Common Elements, the Residential Limited Common Elements and the Cabana Units (as hereinafter defined), are collectively referred to as the "Residential Section." The Commercial Unit, 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 is herein called a "Commercial Unit Owner," and all of the owners of the Commercial Unit are herein collectively called the "Commercial Unit Owners." The owner of a Cabana Unit is herein called a "Cabana Unit Owner," and all of the owners of the Cabana Units are collectively called the "Cabana Unit Owners." The Residential Unit Owners, the Commercial Unit Owners and the Cabana Unit Owners are collectively referred to herein as the "Unit Owners" and individually as a "Unit Owner."

ARTICLE 5

The Building

The Building is a single structure consisting of a cellar and thirty (30) floors, plus mechanical bulkheads, above the main roof.

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 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 FxFowle Architects, P.C. and intended to be approved by the Real Property Assessment Bureau of the City of New York and filed in the Office of the Register of the City of New York, County of Kings (the "Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, entrance doors to the Unit, the windows (including frames), skylights (including frames), if any, the interior sheetrocked walls and partitions, non-structural flooring, interior stairways, floor coverings and plastered or sheetrocked ceilings affixed, attached or appurtenant to such Unit, smoke detectors, carbon monoxide detectors, all plumbing, gas and heating fixtures and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside the 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. Each Unit shall also include (i) all lighting and electrical fixtures and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) 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 including, but not limited to, any freight elevators or freight entrances servicing a Commercial 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 The Cabana Units are covered with concrete pavers. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, each Cabana Unit Owner shall be responsible for all normal maintenance, repairs and replacements thereto

(including maintaining, repairing and replacing the concrete pavers thereon) at such Cabana Unit Owner's own cost and expense, but any structural or extraordinary repairs (which is herein defined as any non-recurring repair which requires more than the usual annual expense for ordinary wear) or replacements to such Cabana Unit (including any leaks which are not caused by the negligence of the Cabana Unit Owner having access to the same) shall be made by the Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense.

6.4 As of the date of the filing of this Declaration with the City Register's Office, fee simple absolute 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

With exception of the Cabana Units, each Unit consists of the area measured horizontally from the exterior face of exterior walls (perimeter and mechanical pipes are not deducted) or from the centerline of demising walls, common corridors, stairs, elevators and other mechanical equipment spaces or any other Common Elements.

The Cabana Units consist of the areas set forth on Schedule A to the Offering Plan and Exhibit B to the Declaration, and are approximate.

ARTICLE 8

Common Elements

8.1 The common elements of the Condominium (the "Common Elements") consist of the entire Property, including the Land and all parts of the Building and improvements thereon, other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (defined below) 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 Common Elements of the Condominium that serve or benefit exclusively (a) the Residential Units or the Residential Unit Owners, or the Cabana Units or the Cabana Unit Owners, are called "Residential Common Elements," (b) one or more but not all of the Residential Units or the Residential Unit Owners are called "Residential Limited Common Elements," (c) the Commercial Units or the Commercial Unit Owners are called "Commercial Common Elements," or (d) one or more but not all of the Commercial Units or the Commercial Unit Owners are called "Commercial Limited Common Elements". The "General Common Elements" 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" 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, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window 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 Land (as more particularly described in Exhibit A attached to this Declaration), together with all easements, rights and privileges appurtenant thereto;

8.4.2 Any of the following: all foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, (except to the extent included in Section 8.5 or 8.7 hereof), together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed structural members of those walls;

8.4.3 The rooms and Facilities located as follows: the superintendent's apartment on the second floor, the superintendent's workshop, located in the cellar; the roof structure located beneath the pavers (or other exterior roof surface) within the Cabana Units; the roof structure located beneath the pavers on the residential mechanical areas at either end of the roof, the mechanical roof; the elevator machine room roof (but not the elevator machine room itself);

8.4.4 Certain exterior roadways and sidewalks, as described on the Floor Plans;

8.4.5 The membership interest in Williamsburg Waterfront Homeowners Association, Inc.

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, 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 8.7);

8.5.2 Residential electric meters and panels, electric closets, feeders, risers and Facilities, Residential Section gas meter(s), and cables serving exclusively the Residential Section;

8.5.3 Kitchen, bathroom and dryer exhaust ducts, corridor and Residential Unit supply air ducts if any, water lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings serving or benefiting exclusively the Residential Section;

8.5.4 CATV riser 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 rooms and Facilities located as follows: the tenant storage areas, residential mechanical rooms and amenity mechanical rooms in the cellar; the swimming pool, men's and women's toilets, residential lobby, mail room, package room, bicycle room, located on the ground floor; the gym, lounge, playroom, men's and women's toilet and recreational terrace, located on the second floor; the mechanical spaces on the roof (not including the roof structure beneath the roof pavers);

8.5.5.1 Notwithstanding that the tenant storage room located in the cellar is a Residential Common Element, so long as Declarant owns at least one (1) Residential Unit, it shall have the sole and exclusive right to the proceeds from the initial licensing by the Residential Board of any storage bin located within the tenant storage room.

8.5.6 The passenger elevator and its shafts, pits, machine rooms and Facilities;

8.5.7 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;

8.5.8 All other Facilities exclusively serving the Residential Section, excluding the Cabana Units, the Residential Units, the Residential Limited Common Elements, the Commercial Units, 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.

8.5.9 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, a Residential Unit Owner having ownership and exclusive access to a terrace shall be responsible for all normal maintenance, repairs and replacements thereto (including maintaining, repairing and replacing the concrete pavers thereon) at such Unit Owner's own cost and expense, but any structural or extraordinary repairs (which is herein defined as any non-recurring repair which requires more than the usual annual expense for ordinary wear) or replacements to such terrace (including any leaks which are not caused by the negligence of the Unit Owner having access to the same) shall be made by the Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense;

8.6.2 The balconies to which one or more Residential Units have exclusive access as set forth in Exhibit B annexed hereto. All maintenance, repairs and replacements of any balcony, whether structural or nonstructural, ordinary or extraordinary, shall be the responsibility of the Unit Owner having access to such balcony at such Unit Owner's own cost and expense. Structural and nonstructural repairs and replacements to any balcony shall be made by the Board, at the Board's discretion, and charged to each Unit Owner having access to such balcony;

8.6.3 All other Facilities exclusively serving one or more but not all Residential Units, excluding the Residential Units, the Residential Common Elements, the Commercial Units, 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 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;

8.7.2 Electric meters, water meters, gas meters 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 The rooms and Facilities located as follows: the commercial mechanical room at the cellar level; the flue servicing the Commercial Units ;

8.7.5 All remaining Facilities exclusively serving the Commercial Units, excluding the Commercial Units, the Commercial Limited Common Elements, the Cabana Units, the Residential Units, 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 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, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Commercial 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, maintenance and repair at such Unit Owner's sole cost and expense; and

8.8.2 All other Facilities exclusively serving one or more but not all Commercial Units, excluding the Commercial Units, the Commercial Common Elements, the Cabana Units, the Residential Units, the Residential Common Elements, the Residential 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 one or more but not all of the Commercial Units.

ARTICLE 9

Use Of Building And Units

9.1 As more particularly set forth in the By-Laws, Residential Units may be used only for residential purposes and for any home occupation uses to the extent permitted under applicable zoning law and ordinances and other applicable governmental laws and regulations, but not for retail use. A Residential Unit may also be used for any other lawful purposes (but not for retail use), subject, however, to (1) the terms and conditions of the then existing certificate of occupancy for the Building, (2) applicable governmental laws and regulations, (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 (5) the prior written permission of the Residential Board, which permission shall in no event be granted unless such Board affirmatively finds that the conditions in (1) through (5) above have been met.

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 for any 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 governmental laws and regulations.

9.3 The Commercial Units may be used for any lawful purposes, including, without limitation, department and other retail stores and outlets, storage, theaters, banks, restaurants and commercial and professional offices and studios. However, the Commercial Units may not be used as an Adult Establishment or as a Adult Physical Culture Establishment, as defined in Article I, Chapter 2 of the New York City Zoning Resolution, or as a manufacturing facility, or a mortuary or funeral parlor, or for the sale of bail bonds, or as an Off Track Betting facility, or for the use of any religiously

affiliated organization in the practice of any religion, or as a check cashing facility, or as a nightclub or bar, or as a cabaret, or as a hospital, clinic, nursing home or other inpatient or outpatient medical facilities, or offices of any branch, department, agency or other unit or political subdivision of the United States federal government, the State of New York or the City of New York, other than executive or administrative offices not providing services or benefits directly to the public, or as a vocational training school or boarding school, high school, or school offering college or graduate degrees.

9.4 Vault space in the Cellar, if any, shall be available for the use of the Commercial Unit Owners as set forth on the Floor Plans, and if so used the Commercial Unit Owners shall be responsible for vault taxes, if any, imposed as the result of the use of the vault space. If so used, routine maintenance and repair of the vault space, and the sidewalk hatch to the vault space, shall be the responsibility of the Commercial Unit Owners. However, the costs of any structural repairs, including repairs to the foundations or retaining walls adjacent to the vault space and the closing of the vault space, shall be a General Common Expense undertaken by the Condominium Board. The Commercial Unit Owners shall not use the vault space unless it has accepted the use thereof in a writing delivered or sent by certified mail, return receipt requested to the Condominium Board.

9.5 Cabana Units may only be sold by the Cabana Unit Owner to a Residential Unit Owner or to a prospective Residential Unit Owner as part of a Residential Unit purchase. Cabana Units may only be leased by the Cabana Unit Owner to a Residential Unit Owner or to a lessee of a Residential Unit Owner.

9.5.1 No Unit Owner, other than Sponsor, may own more than two (2) Cabana Units at a time without the express written approval of the Residential Board.

9.6 The swimming pool, men's and women's toilet, and certain roadways and sidewalks, which are General Common Elements, will be shared and maintained by the Williamsburg Waterfront Homeowners Association, Inc. pursuant to a Declaration of Covenants, Restrictions, Easements, Charges and Liens, to be recorded.

ARTICLE 10

Changes in the Residential Section

Except to the extent prohibited by law, 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 of 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 General Common Element, a Residential Common Element, Residential Limited Common Element, Commercial Common Element or a Commercial Limited Common Element as part of a newly created Residential Unit, Residential Limited Common Element, Commercial Unit, Commercial Common Element or Commercial Limited Common Element or designate all or part of a Residential Unit as a newly created Commercial Unit, Residential Common Element, Residential Limited Common Element, Commercial Common Element or Commercial Limited Common Element; and (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, as the case may be, shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee. 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. 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.

ARTICLE 11

Changes in the Commercial Section

Except to the extent inconsistent with Article 15 or the By-Laws or prohibited by law, 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 or Condominium Boards, other Unit Owners or the Commercial or Residential Mortgage Representatives, if any, to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Unit and the Commercial Limited Common Elements serving that Unit; (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 Residential Unit, a Residential Common Element, a Residential Limited Common Element, a General Common Element or a Commercial Limited Common Element as part of a newly created Commercial Condominium Unit or designate all or part of a Commercial Unit as a newly created Residential Unit, Residential Common Element, Commercial Common Element or Commercial Limited Common Element; (5) reapportion among the newly created 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 and/or Residential Units than existed for the original Commercial Units; (6) change, alter or modify the facade and exterior portion of 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, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom, and (7) amend the Certificate of Occupancy with respect to the Commercial Unit (any such amendment to be at the sole cost and expense of the Unit Owner of the Commercial Unit in question) to provide that such Commercial Unit may be used for any purpose which is lawful at the time that such amendment is made, provided, however, that no Commercial Unit may be used for any obscene or pornographic purposes or for any sort of commercial sex establishment, or for any nude or semi-nude live performances, or for the sale of any sex magazines or videos, or for any use that is primarily concerned with lewd or prurient sexual activity.

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

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.

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 its designee, or 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

Access to Common Elements

Each Unit Owner shall have an easement in common with all other Unit Owners to use all Common Elements located in the Building, including those located in any of the other Units or elsewhere on the Property which serve such Unit Owner's Unit including an easement to connect to existing utilities including, but not limited to utilities for gas, electricity, steam and ventilation. Each Unit shall be subject to an easement in favor of all Unit Owners to use all Common Elements located in such Unit or elsewhere on the Property which serve other Units. In addition, the Condominium Board, the Residential Board, the Commercial Board or their agents, to the extent such Boards are permitted to act by the By-Laws for such purposes, shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property. All easements and rights of access described in this Article 15 shall be exercised in such a manner, to the extent practicable, 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. Such entries shall be permitted on not less than three days notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

ARTICLE 16

Easements and Name of Condominium

16.1 Except as set forth in this Declaration, each Residential Unit Owner shall have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements and the General Common Elements and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Residential Unit Owner's Unit. The Commercial Section and the Residential Section shall be subject to such easement.

16.2. Except as set forth in this Declaration, each Commercial Unit Owner shall have, in common with all other Commercial Unit Owners, an easement for the exclusive use of the Commercial Elements and an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, (i) such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Commercial Unit Owner's Unit, and (ii) such easements as shall be necessary for each Commercial Unit Owner to install or affix on the rear portion of the Building ductwork and all other HVAC Facilities serving or benefiting exclusively such

Commercial Unit Owner's Commercial Unit (the maintenance, repair and replacement of such ductwork and all other HVAC Facilities serving or benefiting exclusively such Commercial Unit Owner's Commercial Unit, and the repair of any damage to the Building caused by such installation or affixation, to be paid for by such Commercial Unit Owner). The Commercial Section and the Residential Section shall be subject to such easements.

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 Residential Board shall have and each Residential Unit shall be subject to an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements, Residential Common Elements or 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 General Common Elements, the Residential Common Elements; or the Residential Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the extent practicable, 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. Such entry shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an emergency.

16.5 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, maintain, repair, alter, rebuild, restore and replace the Commercial Common Elements or the Commercial 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 any Commercial Unit, the Commercial Common Elements or the Commercial Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the extent practicable, with the use of the Commercial Units or Residential Units for their permitted purposes. Such entry shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an emergency.

16.6 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.

16.7 Declarant or its designee and the Commercial Unit Owners and their successors and assigns shall, 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 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 Units and (ii) the operation of any business of a tenant or occupant of all or any portion of any Commercial Unit or of any Unsold Residential Units, as the case may be. Declarant and the Commercial Unit Owners 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 bottom of the second floor of the Building, with the consent of the Commercial Board but without the consent of the Residential Board or the Condominium Board, provided that such penetration does not materially weaken the structural soundness of the Building.

16.8 Declarant and the Commercial Unit Owners have an easement to use the sidewalks surrounding portions of the Building for purposes permitted by law.

16.9 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 or services or otherwise 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 relocation of existing utilities will not prevent or unreasonably interfere with the 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 liens 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 aforementioned easements in order to install, maintain, operate, repair, replace and service such utilities and services 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.

16.10 Declarant and its designee, assignee and licensees shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize,

operate, maintain, repair, alter, rebuild, restore and replace satellite dishes and similar equipment on the roof and facade of the Building and elsewhere on the Common Elements and the conduit and 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, maintenance, alteration, rebuilding, restoration or replacement thereof. 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 dish or other facilities placed upon the roof and the facade of the Building and elsewhere on the Common Elements by Declarant, its designees, assignees or licensees shall be the exclusive property of Declarant, its designees, assignees or licensees and neither the Condominium nor 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 the Commercial Unit without the consent of the Commercial Unit Owner and provided further that access to a Unit or Common Element in furtherance of such easement shall be exercised in a manner so as to not unreasonably interfere with the normal conduct of business of the tenants and occupants the Commercial Section or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice is necessary in the case of an emergency.

16.11 Any rights of access to the Commercial Units granted pursuant to this Article or elsewhere in this Declaration and the By-Laws shall be exercised only upon reasonable notice, but in no event less than three (3) days notice, except in cases of emergency. The Boards shall use best reasonable efforts to schedule access to the Commercial Units so as to minimize disruptions to the business operations of the occupants of such Units, but shall not be required to schedule their right of access at times when overtime or holiday wage rates shall be payable to employees or employees of contractors as a result of such scheduling.

16.12 Declarant and the Commercial Unit Owner, and their successors and assigns, shall, to the extent permitted by law, have an easement to use, maintain, repair and replace (i) all mechanical equipment and associated piping and controls; (ii) all electrical risers, feeders, lines and equipment, including incoming service, main switch changer and distribution panel boards, conduits, wires, meters, transformers and panel boards; (iii) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves); (iv) all other facilities of the Building (including shafts, pipes, wiring, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit now or in the future.

16.13 The Condominium and the Building shall be designated and known as "**The 2 Northside Piers Condominium.**" For so long as Declarant owns any Units in the Building, Declarant shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and/or the Building. For so long as Declarant owns any Units in the

Building, only Declarant shall have the right to change or assign the name of the Condominium and/or the Building.

ARTICLE 17

Power of Attorney

17.1 Each Residential Unit Owner hereby grants to the persons who shall from time to time constitute the Residential Board an irrevocable power of attorney, coupled with an interest (in such form and content as 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 Residential Board deems necessary or appropriate and (c) to execute, acknowledge and deliver any declaration or other instrument affecting the entire 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, construction, alteration, repair or restoration of the entire Residential Section or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the entire Residential Section or the Common Elements which the Residential Board deems necessary or appropriate.

17.2 Each Commercial Unit Owner hereby grants to the persons who shall from time to time constitute the Commercial Board an irrevocable power of attorney, coupled with an interest(in such form and content as 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, and (b) 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, 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, 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.

17.3 Each Unit Owner hereby grants to Declarant an irrevocable power of attorney, coupled with an interest, to amend the Condominium Declaration to effectuate the rights granted to Declarant under the Declaration. This provision shall be self-operative, but each Unit Owner shall execute and deliver to the Declarant, upon demand, any additional powers of attorney reasonably requested for such purpose.

17.4 Each Unit Owner hereby grants to the Commercial Unit Owners an irrevocable power of attorney, coupled with an interest, to amend the Condominium Declaration to effectuate the rights granted to the Commercial Unit Owners under the Declaration. This provision shall be self-operative, but each Unit Owner shall execute and deliver to the Commercial Unit Owners, upon demand, any additional powers of attorney reasonably requested for such purpose.

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 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 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 and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the 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 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 sub-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, subtenant, 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 and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration 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 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 and 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 80% in number 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 66.667% 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 66.667% in number 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 clause (a) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives and Commercial 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, and Commercial 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 either (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. Subject to the foregoing provisions of this Section 20.1 and the rights of Declarant or its designee, the Commercial Unit Owners and the Commercial Board under Articles 9, 10 and 11 of this Declaration, Articles 8 and 9 of this Declaration 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, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, or if only the Commercial Units are affected, 80% in number and in Common Interest of such Commercial Unit Owners, or if only Residential Units are affected, 80% in number and in Common Interest of such Residential Unit Owners, approve such amendment, modification, addition or deletion in the manner set forth above.

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 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 commercial condominium unit or all or part of a Commercial Unit is designated as a newly created 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 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 commercial condominium units or (ii) such designation of a Commercial Common Element or Commercial Limited Common Element as part of a newly created commercial condominium unit or such designation of part of a Commercial Unit as a newly created 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 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 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, (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 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.

20.5 The provisions of Sections 20.1 and 20.2 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, may not be modified, amended, added to or deleted, in whole or in part without the consent of the Commercial Board.

20.6 Amendments, modifications, additions or deletions of or to this Declaration are subject in all respects to Section 13.2 of the By-Laws which is incorporated by reference herein.

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 (which consent shall not be unreasonably withheld or delayed) of the holders of all mortgages encumbering the Residential Units and Commercial Units, if any, and (b) 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 date fee title to a Residential Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan. 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 payments 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 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

Subject to the provisions of Sections 19.2 and 19.3, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

ARTICLE 26

Covenant of Further Assurances

26.1 Any party which is subject to the terms of this Declaration, whether such party is s 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, any Board or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, 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 Section 26.2, the Commercial Board shall be deemed to represent the Residential Board, the Residential Board shall be deemed to represent the Commercial Board, and the Residential and/or Commercial Board shall be deemed to represent the Condominium Board.

26.3 If any Unit Owner, any Board or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or delivery any instrument, or to take any action which such Unit Owner, Board or party is required to 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 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 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 (not including Residential Purchasers of Units pursuant to the Plan), 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 Unsold Residential Units.

ARTICLE 29

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; and (v) 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__.

KENT AVENUE PROPERTY 2 LLC

BY: TMF KENT PARTNERS LLC, MEMBER

By:_____

, Manager

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

On the ____ day of _____in the year 200___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit A

Description of the Land

Exhibit B

Description of Units

Exhibit B
to the
Declaration of Condominium
of
The 2 Northside Piers Condominium

Unit Designation	Number of Bedrooms and Bathrooms	Percentage of General Common Interest	Percentage of Residential Common Interest	Tax Lot #	Permitted Use	Approximate Square Foot Area	Floor / Location	Limited Common Elements (Area in Square Feet)
3A	2 Bedrooms, 2 Bathrooms	0.4963%	0.5085%	TBD	Residential	1319	Third Floor	448
4A	2 Bedrooms, 2 Bathrooms	0.4820%	0.4938%	TBD	Residential	1389	Fourth Floor	
5A	2 Bedrooms, 2 Bathrooms	0.4822%	0.4941%	TBD	Residential	1389	Fifth Floor	
6A	2 Bedrooms, 2 Bathrooms	0.4832%	0.4950%	TBD	Residential	1392	Sixth Floor	
7A	2 Bedrooms, 2 Bathrooms	0.4776%	0.4896%	TBD	Residential	1376	Seventh Floor	
8A	2 Bedrooms, 2 Bathrooms	0.4781%	0.4898%	TBD	Residential	1376	Eighth Floor	
9A	2 Bedrooms, 2 Bathrooms	0.4905%	0.5025%	TBD	Residential	1376	Ninth Floor	140
10A	2 Bedrooms, 2 Bathrooms	0.4907%	0.5028%	TBD	Residential	1376	Tenth Floor	140
11A	2 Bedrooms, 2 Bathrooms	0.4910%	0.5030%	TBD	Residential	1376	Eleventh Floor	140
12A	2 Bedrooms, 2 Bathrooms	0.4912%	0.5033%	TBD	Residential	1376	Twelfth Floor	140
14A	2 Bedrooms, 2 Bathrooms	0.4915%	0.5035%	TBD	Residential	1376	Fourteenth Floor	140
15A	2 Bedrooms, 2 Bathrooms	0.4917%	0.5038%	TBD	Residential	1376	Fifteenth Floor	140
16A	2 Bedrooms, 2 Bathrooms	0.4920%	0.5040%	TBD	Residential	1376	Sixteenth Floor	140
17A	2 Bedrooms, 2 Bathrooms	0.4922%	0.5043%	TBD	Residential	1376	Seventeenth Floor	140
18A	2 Bedrooms, 2 Bathrooms	0.4924%	0.5045%	TBD	Residential	1376	Eighteenth Floor	140
19A	2 Bedrooms, 2 Bathrooms	0.4927%	0.5048%	TBD	Residential	1376	Nineteenth Floor	140
20A	2 Bedrooms, 2 Bathrooms	0.4929%	0.5051%	TBD	Residential	1376	Twentieth Floor	140
21A	2 Bedrooms, 2 Bathrooms	0.4932%	0.5053%	TBD	Residential	1376	Twenty-First Floor	140
22A	2 Bedrooms, 2 Bathrooms	0.4934%	0.5056%	TBD	Residential	1376	Twenty-Second Floor	140
23A	2 Bedrooms, 2 Bathrooms	0.4937%	0.5058%	TBD	Residential	1376	Twenty-Third Floor	140
24A	2 Bedrooms, 2 Bathrooms	0.4939%	0.5061%	TBD	Residential	1376	Twenty-Fourth Floor	140
25A	2 Bedrooms, 2 Bathrooms	0.4942%	0.5063%	TBD	Residential	1376	Twenty-Fifth Floor	140
26A	2 Bedrooms, 2 Bathrooms	0.4944%	0.5066%	TBD	Residential	1376	Twenty-Sixth Floor	140
27A	2 Bedrooms, 2 Bathrooms	0.4946%	0.5068%	TBD	Residential	1376	Twenty-Seventh Floor	140
3B	1 Bedroom, 1 Bathroom	0.2818%	0.2887%	TBD	Residential	813	Third Floor	
4B	1 Bedroom, 1 Bathroom	0.2819%	0.2888%	TBD	Residential	813	Fourth Floor	
5B	1 Bedroom, 1 Bathroom	0.2821%	0.2890%	TBD	Residential	813	Fifth Floor	
6B	1 Bedroom, 1 Bathroom	0.2822%	0.2891%	TBD	Residential	813	Sixth Floor	
7B	1 Bedroom, 1 Bathroom	0.2823%	0.2893%	TBD	Residential	813	Seventh Floor	
8B	1 Bedroom, 1 Bathroom	0.2825%	0.2894%	TBD	Residential	813	Eighth Floor	
9B	1 Bedroom, 1 Bathroom	0.2826%	0.2896%	TBD	Residential	813	Ninth Floor	
10B	1 Bedroom, 1 Bathroom	0.2828%	0.2897%	TBD	Residential	813	Tenth Floor	
11B	1 Bedroom, 1 Bathroom	0.2829%	0.2898%	TBD	Residential	813	Eleventh Floor	
12B	1 Bedroom, 1 Bathroom	0.2830%	0.2900%	TBD	Residential	813	Twelfth Floor	
14B	1 Bedroom, 1 Bathroom	0.2832%	0.2901%	TBD	Residential	813	Fourteenth Floor	
15B	1 Bedroom, 1 Bathroom	0.2833%	0.2903%	TBD	Residential	813	Fifteenth Floor	
16B	1 Bedroom, 1 Bathroom	0.2835%	0.2904%	TBD	Residential	813	Sixteenth Floor	
17B	1 Bedroom, 1 Bathroom	0.2836%	0.2906%	TBD	Residential	813	Seventeenth Floor	
18B	1 Bedroom, 1 Bathroom	0.2837%	0.2907%	TBD	Residential	813	Eighteenth Floor	
19B	1 Bedroom, 1 Bathroom	0.2839%	0.2909%	TBD	Residential	813	Nineteenth Floor	
20B	1 Bedroom, 1 Bathroom	0.2840%	0.2910%	TBD	Residential	813	Twentieth Floor	
21B	1 Bedroom, 1 Bathroom	0.2842%	0.2911%	TBD	Residential	813	Twenty-First Floor	
22B	1 Bedroom, 1 Bathroom	0.2843%	0.2913%	TBD	Residential	813	Twenty-Second Floor	
23B	1 Bedroom, 1 Bathroom	0.2844%	0.2914%	TBD	Residential	813	Twenty-Third Floor	
24B	1 Bedroom, 1 Bathroom	0.2846%	0.2916%	TBD	Residential	813	Twenty-Fourth Floor	
25B	1 Bedroom, 1 Bathroom	0.2847%	0.2917%	TBD	Residential	813	Twenty-Fifth Floor	
26B	1 Bedroom, 1 Bathroom	0.2849%	0.2919%	TBD	Residential	813	Twenty-Sixth Floor	
27B	1 Bedroom, 1 Bathroom	0.2850%	0.2920%	TBD	Residential	813	Twenty-Seventh Floor	
3C	1 Bedroom, 1 Bathroom	0.2689%	0.2756%	TBD	Residential	775	Third Floor	
4C	1 Bedroom, 1 Bathroom	0.2691%	0.2757%	TBD	Residential	775	Fourth Floor	

Exhibit B
to the
Declaration of Condominium
of
The 2 Northside Piers Condominium

Unit Designation	Number of Bedrooms and Bathrooms	Percentage of General Common Interest	Percent of Residential Common Interest	Tax Lot #	Permitted Use	Approximate Square Foot Area	Floor / Location	Limited Common Elements (Area in Square Feet)
5C	1 Bedroom, 1 Bathroom	0.2692%	0.2758%	TBD	Residential	775	Fifth Floor	
6C	1 Bedroom, 1 Bathroom	0.2693%	0.2760%	TBD	Residential	775	Sixth Floor	
7C	1 Bedroom, 1 Bathroom	0.2695%	0.2761%	TBD	Residential	775	Seventh Floor	
8C	1 Bedroom, 1 Bathroom	0.2696%	0.2762%	TBD	Residential	775	Eighth Floor	
9C	1 Bedroom, 1 Bathroom	0.2698%	0.2764%	TBD	Residential	775	Ninth Floor	
10C	1 Bedroom, 1 Bathroom	0.2699%	0.2765%	TBD	Residential	775	Tenth Floor	
11C	1 Bedroom, 1 Bathroom	0.2700%	0.2767%	TBD	Residential	775	Eleventh Floor	
12C	1 Bedroom, 1 Bathroom	0.2702%	0.2768%	TBD	Residential	775	Twelfth Floor	
14C	1 Bedroom, 1 Bathroom	0.2703%	0.2769%	TBD	Residential	775	Fourteenth Floor	
15C	1 Bedroom, 1 Bathroom	0.2704%	0.2771%	TBD	Residential	775	Fifteenth Floor	
16C	1 Bedroom, 1 Bathroom	0.2706%	0.2772%	TBD	Residential	775	Sixteenth Floor	
17C	1 Bedroom, 1 Bathroom	0.2707%	0.2773%	TBD	Residential	775	Seventeenth Floor	
18C	1 Bedroom, 1 Bathroom	0.2708%	0.2775%	TBD	Residential	775	Eighteenth Floor	
19C	1 Bedroom, 1 Bathroom	0.2710%	0.2776%	TBD	Residential	775	Nineteenth Floor	
20C	1 Bedroom, 1 Bathroom	0.2711%	0.2778%	TBD	Residential	775	Twentieth Floor	
21C	1 Bedroom, 1 Bathroom	0.2712%	0.2779%	TBD	Residential	775	Twenty-First Floor	
22C	1 Bedroom, 1 Bathroom	0.2714%	0.2780%	TBD	Residential	775	Twenty-Second Floor	
23C	1 Bedroom, 1 Bathroom	0.2715%	0.2782%	TBD	Residential	775	Twenty-Third Floor	
24C	1 Bedroom, 1 Bathroom	0.2716%	0.2783%	TBD	Residential	775	Twenty-Fourth Floor	
25C	1 Bedroom, 1 Bathroom	0.2718%	0.2784%	TBD	Residential	775	Twenty-Fifth Floor	
26C	1 Bedroom, 1 Bathroom	0.2719%	0.2786%	TBD	Residential	775	Twenty-Sixth Floor	
27C	1 Bedroom, 1 Bathroom	0.2720%	0.2787%	TBD	Residential	775	Twenty-Seventh Floor	
3D	0 Bedrooms, 1 Bathroom	0.2086%	0.2138%	TBD	Residential	602	Third Floor	
4D	0 Bedrooms, 1 Bathroom	0.2087%	0.2139%	TBD	Residential	602	Fourth Floor	
5D	0 Bedrooms, 1 Bathroom	0.2088%	0.2140%	TBD	Residential	602	Fifth Floor	
6D	0 Bedrooms, 1 Bathroom	0.2090%	0.2141%	TBD	Residential	602	Sixth Floor	
7D	0 Bedrooms, 1 Bathroom	0.2091%	0.2142%	TBD	Residential	602	Seventh Floor	
8D	0 Bedrooms, 1 Bathroom	0.2092%	0.2143%	TBD	Residential	602	Eighth Floor	
9D	0 Bedrooms, 1 Bathroom	0.2093%	0.2144%	TBD	Residential	602	Ninth Floor	
10D	0 Bedrooms, 1 Bathroom	0.2094%	0.2145%	TBD	Residential	602	Tenth Floor	
11D	0 Bedrooms, 1 Bathroom	0.2095%	0.2146%	TBD	Residential	602	Eleventh Floor	
12D	0 Bedrooms, 1 Bathroom	0.2096%	0.2147%	TBD	Residential	602	Twelfth Floor	
14D	0 Bedrooms, 1 Bathroom	0.2097%	0.2148%	TBD	Residential	602	Fourteenth Floor	
15D	0 Bedrooms, 1 Bathroom	0.2098%	0.2149%	TBD	Residential	602	Fifteenth Floor	
16D	0 Bedrooms, 1 Bathroom	0.2099%	0.2151%	TBD	Residential	602	Sixteenth Floor	
17D	0 Bedrooms, 1 Bathroom	0.2100%	0.2152%	TBD	Residential	602	Seventeenth Floor	
18D	0 Bedrooms, 1 Bathroom	0.2101%	0.2153%	TBD	Residential	602	Eighteenth Floor	
19D	0 Bedrooms, 1 Bathroom	0.2102%	0.2154%	TBD	Residential	602	Nineteenth Floor	
20D	0 Bedrooms, 1 Bathroom	0.2114%	0.2166%	TBD	Residential	605	Twentieth Floor	
21D	0 Bedrooms, 1 Bathroom	0.2115%	0.2167%	TBD	Residential	605	Twenty-First Floor	
22D	0 Bedrooms, 1 Bathroom	0.2116%	0.2168%	TBD	Residential	605	Twenty-Second Floor	
23D	0 Bedrooms, 1 Bathroom	0.2117%	0.2169%	TBD	Residential	605	Twenty-Third Floor	
24D	0 Bedrooms, 1 Bathroom	0.2118%	0.2170%	TBD	Residential	605	Twenty-Fourth Floor	
25D	0 Bedrooms, 1 Bathroom	0.2119%	0.2171%	TBD	Residential	605	Twenty-Fifth Floor	
26D	0 Bedrooms, 1 Bathroom	0.2120%	0.2172%	TBD	Residential	605	Twenty-Sixth Floor	
27D	0 Bedrooms, 1 Bathroom	0.2121%	0.2173%	TBD	Residential	605	Twenty-Seventh Floor	
3E	1 Bedroom, 1 Bathroom	0.2173%	0.2226%	TBD	Residential	626	Third Floor	
4E	1 Bedroom, 1 Bathroom	0.2174%	0.2228%	TBD	Residential	626	Fourth Floor	
5E	1 Bedroom, 1 Bathroom	0.2175%	0.2229%	TBD	Residential	626	Fifth Floor	
6E	1 Bedroom, 1 Bathroom	0.2218%	0.2272%	TBD	Residential	638	Sixth Floor	
7E	1 Bedroom, 1 Bathroom	0.2219%	0.2274%	TBD	Residential	638	Seventh Floor	
8E	1 Bedroom, 1 Bathroom	0.2220%	0.2275%	TBD	Residential	638	Eighth Floor	
9E	1 Bedroom, 1 Bathroom	0.2221%	0.2276%	TBD	Residential	638	Ninth Floor	

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Unit Designation	Number of Bedrooms and Bathrooms	Percentage of General Common Interest	Percent of Residential Common Interest	Tax Lot #	Permitted Uses	Approximate Square Foot Area	Floor / Location	Limited Common Elements (Area in Square Feet)
10E	1 Bedroom, 1 Bathroom	0.2222%	0.2277%	TBD	Residential	638	Tenth Floor	
11E	1 Bedroom, 1 Bathroom	0.2223%	0.2278%	TBD	Residential	638	Eleventh Floor	
12E	1 Bedroom, 1 Bathroom	0.2225%	0.2279%	TBD	Residential	638	Twelfth Floor	
14E	1 Bedroom, 1 Bathroom	0.2226%	0.2280%	TBD	Residential	638	Fourteenth Floor	
15E	1 Bedroom, 1 Bathroom	0.2227%	0.2282%	TBD	Residential	638	Fifteenth Floor	
16E	1 Bedroom, 1 Bathroom	0.2228%	0.2283%	TBD	Residential	638	Sixteenth Floor	
17E	1 Bedroom, 1 Bathroom	0.2229%	0.2284%	TBD	Residential	638	Seventeenth Floor	
18E	1 Bedroom, 1 Bathroom	0.2230%	0.2285%	TBD	Residential	638	Eighteenth Floor	
19E	1 Bedroom, 1 Bathroom	0.2231%	0.2286%	TBD	Residential	638	Nineteenth Floor	
6F	1 Bedroom, 1 Bathroom	0.2482%	0.2543%	TBD	Residential	714	Sixth Floor	
7F	1 Bedroom, 1 Bathroom	0.2483%	0.2544%	TBD	Residential	714	Seventh Floor	
8F	1 Bedroom, 1 Bathroom	0.2484%	0.2545%	TBD	Residential	714	Eighth Floor	
9F	1 Bedroom, 1 Bathroom	0.2485%	0.2547%	TBD	Residential	714	Ninth Floor	
10F	1 Bedroom, 1 Bathroom	0.2487%	0.2548%	TBD	Residential	714	Tenth Floor	
11F	1 Bedroom, 1 Bathroom	0.2488%	0.2549%	TBD	Residential	714	Eleventh Floor	
12F	1 Bedroom, 1 Bathroom	0.2551%	0.2614%	TBD	Residential	714	Twelfth Floor	94
14F	1 Bedroom, 1 Bathroom	0.2552%	0.2615%	TBD	Residential	714	Fourteenth Floor	94
15F	1 Bedroom, 1 Bathroom	0.2554%	0.2616%	TBD	Residential	714	Fifteenth Floor	94
16F	1 Bedroom, 1 Bathroom	0.2555%	0.2618%	TBD	Residential	714	Sixteenth Floor	94
17F	1 Bedroom, 1 Bathroom	0.2556%	0.2619%	TBD	Residential	714	Seventeenth Floor	94
18F	1 Bedroom, 1 Bathroom	0.2557%	0.2620%	TBD	Residential	714	Eighteenth Floor	94
19F	1 Bedroom, 1 Bathroom	0.2559%	0.2621%	TBD	Residential	714	Nineteenth Floor	94
6G	1 Bedroom, 1 Bathroom	0.3608%	0.3697%	TBD	Residential	923	Sixth Floor	474
7G	1 Bedroom, 1 Bathroom	0.3188%	0.3277%	TBD	Residential	923	Seventh Floor	
8G	1 Bedroom, 1 Bathroom	0.3200%	0.3279%	TBD	Residential	923	Eighth Floor	
9G	1 Bedroom, 1 Bathroom	0.3202%	0.3280%	TBD	Residential	923	Ninth Floor	
10G	1 Bedroom, 1 Bathroom	0.3203%	0.3282%	TBD	Residential	923	Tenth Floor	
11G	1 Bedroom, 1 Bathroom	0.3205%	0.3284%	TBD	Residential	923	Eleventh Floor	
12G	1 Bedroom, 1 Bathroom	0.3288%	0.3369%	TBD	Residential	923	Twelfth Floor	125
14G	1 Bedroom, 1 Bathroom	0.3290%	0.3371%	TBD	Residential	923	Fourteenth Floor	125
15G	1 Bedroom, 1 Bathroom	0.3291%	0.3372%	TBD	Residential	923	Fifteenth Floor	125
16G	1 Bedroom, 1 Bathroom	0.3293%	0.3374%	TBD	Residential	923	Sixteenth Floor	125
17G	1 Bedroom, 1 Bathroom	0.3295%	0.3376%	TBD	Residential	923	Seventeenth Floor	125
18G	1 Bedroom, 1 Bathroom	0.3296%	0.3377%	TBD	Residential	923	Eighteenth Floor	125
19G	1 Bedroom, 1 Bathroom	0.3298%	0.3379%	TBD	Residential	923	Nineteenth Floor	125
6H	2 Bedrooms, 2 Bathrooms	0.4685%	0.4800%	TBD	Residential	1234	Sixth Floor	451
7H	2 Bedrooms, 2 Bathrooms	0.4296%	0.4401%	TBD	Residential	1234	Seventh Floor	
8H	2 Bedrooms, 2 Bathrooms	0.4298%	0.4404%	TBD	Residential	1234	Eighth Floor	
9H	2 Bedrooms, 2 Bathrooms	0.4300%	0.4406%	TBD	Residential	1234	Ninth Floor	
10H	2 Bedrooms, 2 Bathrooms	0.4302%	0.4408%	TBD	Residential	1234	Tenth Floor	
11H	2 Bedrooms, 2 Bathrooms	0.4304%	0.4410%	TBD	Residential	1234	Eleventh Floor	

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Unit Designation	Number of Bedrooms and Bathrooms	Percentage of General Common Interest (%)	Percent of Residential Common Interest	Tax Lot #	Permitted Use	Approximate Square Foot Area	Floor / Location	Limited Common Elements (Area in Square Feet)
12H	2 Bedrooms, 2 Bathrooms	0.4306%	0.4412%	TBD	Residential	1234	Twelfth Floor	
14H	2 Bedrooms, 2 Bathrooms	0.4309%	0.4415%	TBD	Residential	1234	Fourteenth Floor	
15H	2 Bedrooms, 2 Bathrooms	0.4311%	0.4417%	TBD	Residential	1234	Fifteenth Floor	
16H	2 Bedrooms, 2 Bathrooms	0.4313%	0.4419%	TBD	Residential	1234	Sixteenth Floor	
17H	2 Bedrooms, 2 Bathrooms	0.4315%	0.4421%	TBD	Residential	1234	Seventeenth Floor	
18H	2 Bedrooms, 2 Bathrooms	0.4317%	0.4423%	TBD	Residential	1234	Eighteenth Floor	
19H	2 Bedrooms, 2 Bathrooms	0.4319%	0.4425%	TBD	Residential	1234	Nineteenth Floor	
2I	1 Bedroom, 1 Bathroom	0.2823%	0.2893%	TBD	Residential	811	Second Floor	
6J	0 Bedrooms, 1 Bathroom	0.2595%	0.2658%	TBD	Residential	689	Sixth Floor	174
7J	0 Bedrooms, 1 Bathroom	0.2445%	0.2505%	TBD	Residential	689	Seventh Floor	
8J	0 Bedrooms, 1 Bathroom	0.2446%	0.2506%	TBD	Residential	689	Eighth Floor	
9J	0 Bedrooms, 1 Bathroom	0.2447%	0.2507%	TBD	Residential	689	Ninth Floor	
10J	0 Bedrooms, 1 Bathroom	0.2448%	0.2509%	TBD	Residential	689	Tenth Floor	
11J	0 Bedrooms, 1 Bathroom	0.2450%	0.2510%	TBD	Residential	689	Eleventh Floor	
12J	0 Bedrooms, 1 Bathroom	0.2451%	0.2511%	TBD	Residential	689	Twelfth Floor	
14J	0 Bedrooms, 1 Bathroom	0.2452%	0.2512%	TBD	Residential	689	Fourteenth Floor	
15J	0 Bedrooms, 1 Bathroom	0.2453%	0.2514%	TBD	Residential	689	Fifteenth Floor	
16J	0 Bedrooms, 1 Bathroom	0.2455%	0.2515%	TBD	Residential	689	Sixteenth Floor	
17J	0 Bedrooms, 1 Bathroom	0.2456%	0.2516%	TBD	Residential	689	Seventeenth Floor	
18J	0 Bedrooms, 1 Bathroom	0.2457%	0.2517%	TBD	Residential	689	Eighteenth Floor	
19J	0 Bedrooms, 1 Bathroom	0.2458%	0.2519%	TBD	Residential	689	Nineteenth Floor	
6K	3 Bedrooms, 2.5 Bathrooms	0.6642%	0.6805%	TBD	Residential	1810	Sixth Floor	410
7K	3 Bedrooms, 2.5 Bathrooms	0.6359%	0.6516%	TBD	Residential	1810	Seventh Floor	71
8K	3 Bedrooms, 2.5 Bathrooms	0.6363%	0.6519%	TBD	Residential	1810	Eighth Floor	71
9K	3 Bedrooms, 2.5 Bathrooms	0.6366%	0.6522%	TBD	Residential	1810	Ninth Floor	71
10K	3 Bedrooms, 2.5 Bathrooms	0.6369%	0.6526%	TBD	Residential	1810	Tenth Floor	71
11K	3 Bedrooms, 2.5 Bathrooms	0.6372%	0.6529%	TBD	Residential	1810	Eleventh Floor	71
12K	3 Bedrooms, 2.5 Bathrooms	0.6376%	0.6532%	TBD	Residential	1810	Twelfth Floor	71
14K	3 Bedrooms, 2.5 Bathrooms	0.6378%	0.6535%	TBD	Residential	1810	Fourteenth Floor	71
15K	3 Bedrooms, 2.5 Bathrooms	0.6382%	0.6538%	TBD	Residential	1810	Fifteenth Floor	71
16K	3 Bedrooms, 2.5 Bathrooms	0.6385%	0.6542%	TBD	Residential	1810	Sixteenth Floor	71
17K	3 Bedrooms, 2.5 Bathrooms	0.6388%	0.6545%	TBD	Residential	1810	Seventeenth Floor	71
18K	3 Bedrooms, 2.5 Bathrooms	0.6391%	0.6548%	TBD	Residential	1810	Eighteenth Floor	71
19K	3 Bedrooms, 2.5 Bathrooms	0.6394%	0.6551%	TBD	Residential	1810	Nineteenth Floor	71
20L	2 Bedrooms, 2 Bathrooms	0.3991%	0.4089%	TBD	Residential	1120	Twentieth Floor	94
21L	2 Bedrooms, 2 Bathrooms	0.3993%	0.4091%	TBD	Residential	1120	Twenty-First Floor	94
22L	2 Bedrooms, 2 Bathrooms	0.3995%	0.4093%	TBD	Residential	1120	Twenty-Second Floor	94
23L	2 Bedrooms, 2 Bathrooms	0.3997%	0.4096%	TBD	Residential	1120	Twenty-Third Floor	94
24L	2 Bedrooms, 2 Bathrooms	0.3999%	0.4098%	TBD	Residential	1120	Twenty-Fourth Floor	94
25L	2 Bedrooms, 2 Bathrooms	0.4001%	0.4100%	TBD	Residential	1120	Twenty-Fifth Floor	94
26L	2 Bedrooms, 2 Bathrooms	0.4003%	0.4102%	TBD	Residential	1120	Twenty-Sixth Floor	94
27L	2 Bedrooms, 2 Bathrooms	0.4005%	0.4104%	TBD	Residential	1120	Twenty-Seventh Floor	94
20M	2 Bedrooms, 2 Bathrooms	0.4228%	0.4332%	TBD	Residential	1179	Twentieth Floor	125
21M	2 Bedrooms, 2 Bathrooms	0.4230%	0.4334%	TBD	Residential	1179	Twenty-First Floor	125
22M	2 Bedrooms, 2 Bathrooms	0.4232%	0.4336%	TBD	Residential	1179	Twenty-Second Floor	125
23M	2 Bedrooms, 2 Bathrooms	0.4234%	0.4338%	TBD	Residential	1179	Twenty-Third Floor	125
24M	2 Bedrooms, 2 Bathrooms	0.4236%	0.4341%	TBD	Residential	1179	Twenty-Fourth Floor	125
25M	2 Bedrooms, 2 Bathrooms	0.4238%	0.4343%	TBD	Residential	1179	Twenty-Fifth Floor	125
26M	1 Bedroom, 1.5 Bathrooms	0.4241%	0.4345%	TBD	Residential	1179	Twenty-Sixth Floor	125
27M	1 Bedroom, 1.5 Bathrooms	0.4243%	0.4347%	TBD	Residential	1179	Twenty-Seventh Floor	125
20N	2 Bedrooms, 2.5 Bathrooms	0.4950%	0.5072%	TBD	Residential	1396	Twentieth Floor	
21N	2 Bedrooms, 2.5 Bathrooms	0.4953%	0.5074%	TBD	Residential	1396	Twenty-First Floor	
22N	2 Bedrooms, 2.5 Bathrooms	0.4955%	0.5077%	TBD	Residential	1396	Twenty-Second Floor	

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23N	2 Bedrooms, 2.5 Bathrooms	0.4958%	0.5080%	TBD	Residential	1396	Twenty-Third Floor	
24N	2 Bedrooms, 2.5 Bathrooms	0.4960%	0.5082%	TBD	Residential	1396	Twenty-Fourth Floor	
25N	2 Bedrooms, 2.5 Bathrooms	0.4963%	0.5085%	TBD	Residential	1396	Twenty-Fifth Floor	
26N	2 Bedrooms, 2.5 Bathrooms	0.4965%	0.5087%	TBD	Residential	1396	Twenty-Sixth Floor	
27N	2 Bedrooms, 2.5 Bathrooms	0.4967%	0.5090%	TBD	Residential	1396	Twenty-Seventh Floor	
28N	2 Bedrooms, 2.5 Bathrooms	0.4970%	0.5092%	TBD	Residential	1396	Twenty-Eighth Floor	
29N	2 Bedrooms, 2.5 Bathrooms	0.4972%	0.5095%	TBD	Residential	1396	Twenty-Ninth Floor	
30N	2 Bedrooms, 2.5 Bathrooms	0.4975%	0.5097%	TBD	Residential	1396	Thirtieth Floor	
31N	2 Bedrooms, 2.5 Bathrooms	0.4977%	0.5100%	TBD	Residential	1396	Thirty-First Floor	
2O	0 Bedrooms, 1 Bathroom	0.2764%	0.2832%	TBD	Residential	798	Second Floor	
20P	2 Bedrooms, 2.5 Bathrooms	0.5477%	0.5612%	TBD	Residential	1555	Twentieth Floor	71
21P	2 Bedrooms, 2.5 Bathrooms	0.5480%	0.5614%	TBD	Residential	1555	Twenty-First Floor	71
22P	2 Bedrooms, 2.5 Bathrooms	0.5482%	0.5617%	TBD	Residential	1555	Twenty-Second Floor	71
23P	2 Bedrooms, 2.5 Bathrooms	0.5485%	0.5620%	TBD	Residential	1555	Twenty-Third Floor	71
24P	2 Bedrooms, 2.5 Bathrooms	0.5488%	0.5623%	TBD	Residential	1555	Twenty-Fourth Floor	71
25P	2 Bedrooms, 2.5 Bathrooms	0.5490%	0.5625%	TBD	Residential	1555	Twenty-Fifth Floor	71
26P	2 Bedrooms, 2.5 Bathrooms	0.5493%	0.5628%	TBD	Residential	1555	Twenty-Sixth Floor	71
27P	2 Bedrooms, 2.5 Bathrooms	0.5496%	0.5631%	TBD	Residential	1555	Twenty-Seventh Floor	71
28P	2 Bedrooms, 2.5 Bathrooms	0.5499%	0.5634%	TBD	Residential	1562	Twenty-Eighth Floor	71
29P	2 Bedrooms, 2.5 Bathrooms	0.5501%	0.5637%	TBD	Residential	1562	Twenty-Ninth Floor	71
30P	2 Bedrooms, 2.5 Bathrooms	0.5504%	0.5639%	TBD	Residential	1562	Thirtieth Floor	71
31P	2 Bedrooms, 2.5 Bathrooms	0.5507%	0.5642%	TBD	Residential	1562	Thirty-First Floor	71
3Q	0 Bedrooms, 1 Bathroom	0.1955%	0.2003%	TBD	Residential	568	Third Floor	
4Q	0 Bedrooms, 1 Bathroom	0.1956%	0.2004%	TBD	Residential	568	Fourth Floor	
5Q	0 Bedrooms, 1 Bathroom	0.1957%	0.2005%	TBD	Residential	568	Fifth Floor	
2R	0 Bedrooms, 1 Bathroom	0.2023%	0.2073%	TBD	Residential	584	Second Floor	
3R	0 Bedrooms, 1 Bathroom	0.2024%	0.2074%	TBD	Residential	584	Third Floor	
4R	0 Bedrooms, 1 Bathroom	0.2025%	0.2075%	TBD	Residential	584	Fourth Floor	
5R	0 Bedrooms, 1 Bathroom	0.2026%	0.2076%	TBD	Residential	584	Fifth Floor	
2S	1 Bedroom, 1 Bathroom	0.3055%	0.3130%	TBD	Residential	882	Second Floor	
3S	1 Bedroom, 1 Bathroom	0.3057%	0.3132%	TBD	Residential	874	Third Floor	
4S	1 Bedroom, 1 Bathroom	0.3058%	0.3134%	TBD	Residential	874	Fourth Floor	
5S	1 Bedroom, 1 Bathroom	0.3060%	0.3135%	TBD	Residential	874	Fifth Floor	
2T	0 Bedrooms, 1 Bathroom	0.2231%	0.2286%	TBD	Residential	649	Second Floor	
3T	0 Bedrooms, 1 Bathroom	0.2232%	0.2287%	TBD	Residential	649	Third Floor	
4T	0 Bedrooms, 1 Bathroom	0.2233%	0.2288%	TBD	Residential	649	Fourth Floor	
5T	0 Bedrooms, 1 Bathroom	0.2234%	0.2289%	TBD	Residential	649	Fifth Floor	
2U	1 Bedroom, 1 Bathroom	0.3325%	0.3407%	TBD	Residential	943	Second Floor	
3U	1 Bedroom, 1 Bathroom	0.3327%	0.3409%	TBD	Residential	943	Third Floor	
4U	1 Bedroom, 1 Bathroom	0.3329%	0.3411%	TBD	Residential	943	Fourth Floor	
5U	1 Bedroom, 1 Bathroom	0.3330%	0.3412%	TBD	Residential	943	Fifth Floor	
2V	1 Bedroom, 1 Bathroom	0.3187%	0.3265%	TBD	Residential	918	Second Floor	
3V	1 Bedroom, 1 Bathroom	0.3189%	0.3267%	TBD	Residential	918	Third Floor	
4V	1 Bedroom, 1 Bathroom	0.3190%	0.3269%	TBD	Residential	918	Fourth Floor	
5V	1 Bedroom, 1 Bathroom	0.3192%	0.3270%	TBD	Residential	918	Fifth Floor	
2W	0 Bedrooms, 1 Bathroom	0.2262%	0.2318%	TBD	Residential	653	Second Floor	
3W	0 Bedrooms, 1 Bathroom	0.2263%	0.2319%	TBD	Residential	655	Third Floor	
4W	0 Bedrooms, 1 Bathroom	0.2264%	0.2320%	TBD	Residential	655	Fourth Floor	
5W	1 Bedroom, 1.5 Bathrooms	0.2265%	0.2321%	TBD	Residential	655	Fifth Floor	
3X	3 Bedroom, 2 Bathroom	0.5420%	0.5554%	TBD	Residential	1541	Third Floor	96
4X	3 Bedroom, 2 Bathroom	0.5423%	0.5557%	TBD	Residential	1541	Fourth Floor	96
5X	3 Bedroom, 2 Bathroom	0.5426%	0.5559%	TBD	Residential	1541	Fifth Floor	96
20Y	1 Bedroom, 1 Bathroom	0.2686%	0.2753%	TBD	Residential	762	Twentieth Floor	

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21Y	1 Bedroom, 1 Bathroom	0.2688%	0.2754%	TBD	Residential	762	Twenty-First Floor	
22Y	1 Bedroom, 1 Bathroom	0.2689%	0.2755%	TBD	Residential	762	Twenty-Second Floor	
23Y	1 Bedroom, 1 Bathroom	0.2690%	0.2757%	TBD	Residential	762	Twenty-Third Floor	
24Y	1 Bedroom, 1 Bathroom	0.2692%	0.2758%	TBD	Residential	762	Twenty-Fourth Floor	
25Y	1 Bedroom, 1 Bathroom	0.2693%	0.2759%	TBD	Residential	762	Twenty-Fifth Floor	
26Y	1 Bedroom, 1 Bathroom	0.2694%	0.2761%	TBD	Residential	762	Twenty-Sixth Floor	
27Y	1 Bedroom, 1 Bathroom	0.2696%	0.2762%	TBD	Residential	762	Twenty-Seventh Floor	
28Y	1 Bedroom, 1 Bathroom	0.2697%	0.2763%	TBD	Residential	762	Twenty-Eighth Floor	
29Y	1 Bedroom, 1 Bathroom	0.2698%	0.2765%	TBD	Residential	762	Twenty-Ninth Floor	
30Y	1 Bedroom, 1 Bathroom	0.2700%	0.2766%	TBD	Residential	762	Thirtieth Floor	
31Y	1 Bedroom, 1 Bathroom	0.2701%	0.2768%	TBD	Residential	762	Thirty-First Floor	
2Z	0 Bedrooms, 1 Bathroom	0.2214%	0.2268%	TBD	Residential	642	Second Floor	
PH-1	4 Bedrooms, 4.5 Bathrooms	0.8660%	0.8873%	TBD	Residential	2371	Thirtieth & Thirty-First Floor	327
PH-2	3 Bedrooms, 3.5 Bathrooms	0.6856%	0.7024%	TBD	Residential	1916	Thirtieth & Thirty-First Floor	147
PH-3	3 Bedrooms, 3.5 Bathrooms	0.7080%	0.7234%	TBD	Residential	1965	Thirtieth & Thirty-First Floor	188
PH-4	4 Bedrooms, 3.5 Bathrooms	0.8019%	0.8216%	TBD	Residential	2200	Thirtieth & Thirty-First Floor	
PH-5	4 Bedrooms, 4.5 Bathrooms	0.8902%	0.9120%	TBD	Residential	2371	Twenty-Eith & Twenty-Ninth Floor	612
PH-6	3 Bedrooms, 3.5 Bathrooms	0.7236%	0.7414%	TBD	Residential	1916	Thirtieth & Thirty-First Floor	588
PH-7	3 Bedrooms, 3.5 Bathrooms	0.7348%	0.7529%	TBD	Residential	1959	Thirtieth & Thirty-First Floor	524
PH-8	4 Bedrooms, 3.5 Bathrooms	0.7953%	0.8148%	TBD	Residential	2200	Thirtieth & Thirty-First Floor	122
CB-1		0.1596%	0.1635%	TBD	Residential	481		
CB-2		0.1028%	0.1054%	TBD	Residential	297		
CB-3		0.0980%	0.1004%	TBD	Residential	283		
CB-4		0.1049%	0.1075%	TBD	Residential	303		
CB-5		0.1068%	0.1093%	TBD	Residential	308		
CB-6		0.0931%	0.0954%	TBD	Residential	269		
CB-7		0.0727%	0.0745%	TBD	Residential	210		
CB-8		0.0765%	0.0784%	TBD	Residential	221		
CB-9		0.0789%	0.0809%	TBD	Residential	228		
CB-10		0.1053%	0.1078%	TBD	Residential	304		
CB-11		0.0911%	0.0933%	TBD	Residential	306		
CB-12		0.1607%	0.1648%	TBD	Residential	413		
RES TOTAL		97.6005%	100.0000%			276,128		12,262
COMMERCIAL		2.3995%						
GRAND TOTAL		100.0000%	100.0000%					

Exhibit C

Definitions

DEFINITIONS

"Agreement"	The agreement to purchase a Unit pursuant to the Offering Plan.
"Appurtenant Interest"	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	The overall board of managers of the Condominium, consisting of representatives of the Residential Board and of the Commercial Board.
"Building"	The structure located at 2 Northside Piers, Brooklyn, New York.
"Cabana Unit"	Any Unit designated as a Cabana Unit in the Declaration, and all such Cabana Units, are, collectively, referred to as the "Cabana Units".
"Cabana Unit Owner"	Any owner of a Cabana Unit, and all such owners are collectively referred to as "Cabana Unit Owners."
"Closing"	The time, place and procedure by which fee title to the Residential Unit or Cabana Unit in question is conveyed to a Purchaser pursuant to a fully executed Agreement.
"Closing Date"	The date upon which a Closing occurs.
"Commercial Board"	The board of managers comprised of representatives of the Commercial Unit Owners.

"Commercial Common Charges"	Assessments payable to the Commercial Board by the Commercial Unit Owners for the purpose of meeting (a) Commercial Common Expenses and (b) each Commercial Unit Owner's pro rata share of General Common Expenses.
"Commercial Common Elements"	Those Common Elements which serve or benefit exclusively the Commercial Units and/or the Commercial Unit Owners.
"Commercial Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Commercial Common Elements.
"Commercial Common Interest"	The proportionate undivided interest, expressed as a numerical percentage, of the Commercial Common Elements appertaining to each Commercial 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"	Those Commercial Common Elements which serve or benefit one or more but not all of the Commercial Units and/or the Commercial Unit Owners.
"Commercial Section"	The Commercial Units, the Commercial Common Elements and the Commercial Limited Common Elements.
"Commercial Unit"	A Unit designated as a Commercial Unit in the Declaration, and all such Commercial Units are referred to herein collectively as "Commercial Units."
"Commercial Unit Owner"	Any owner of a Commercial Unit, and all such owners are herein collectively referred to as "Commercial Unit Owners."
"Common Charges"	Each Unit's proportionate share of the Common Expenses in accordance with its Common Interest.
"Common Elements"	All portions of the Property other than the Units. Common Elements are comprised of General Common Elements, Residential Common Elements,

	Commercial Common Elements, and Limited Common Elements.
"Common Expenses"	The General Common Expenses, the Residential Common Expenses and the Commercial Common Expenses.
"Common Interest"	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan, the term "Condominium" specifically refers to The 2 Northside Piers Condominium.
"Condominium Act"	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owner's Power of Attorney.
"Declarant"	The Sponsor of this Offering Plan, or its designee. References to Declarant's rights throughout the Offering Plan, including the Declaration, are valid for so long as the Declarant has an ownership interest the Property.
"Declaration"	The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.
"Department of Law"	The New York State Department of Law.
"Easement Documents"	In the context of the Restrictive Declaration to which Sponsor is a party (the full text of which is located in Part II of this Plan), Easement Documents shall consist of: (i) a title commitment

	from a title company with a limit of liability acceptable to the New York City Department of Parks and Recreation showing evidence of a paid premium and that there are no liens or encumbrances on the phase being conveyed to the City of New York, except permitted encumbrances, insured by a reputable title company; (ii) all required transfer tax documents signed by Declarant; (iii) a survey prepared by a New York State licensed land surveyor.
"Filing Date"	The date that the Plan is accepted for filing by the Department of Law.
"First Unit Closing"	The first Closing of title with a bona fide Purchaser of a Residential Unit.
"Floor Plans"	The floor plans of the Units certified by a registered architect or licensed professional engineer, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.
"GBL"	Section 352-e of the New York State General Business Law.
"General Common Charges"	Assessments payable to the Condominium Board by the Residential Board and the Commercial Board for the purpose of meeting General Common Expenses.
"General Common Elements"	The Land and all parts of the Building, including its foundations, support and main roof, other than the Units, the Residential Common Elements, the Residential Limited Common Elements, the Commercial Common Elements and the Commercial Limited Common Elements.
"General Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.
"Homeowners Association"	A homeowners association is an organization established to govern a private community. In the context of this Offering Plan, "Homeowners

	Association" refers to Williamsburg Waterfront Homeowners Association, Inc.
"Insurance Trustee"	A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.
"Land"	All that certain tract, plot, piece and parcel of land situate, lying and being in the City and State of New York, County of Kings, as more particularly described in Exhibit A to the Declaration.
"Law"	The laws and ordinances of any or all of the Federal, New York State, New York City, and Kings County governments, the 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 and/or the Condominium, and/or the direction of any public officer pursuant to law.
"Majority of Unit Owners"	Majority of Unit Owners means either (i) more than fifty per cent in Common Interest in the aggregate, or (ii) more than fifty per cent in number of Units in the aggregate, or (iii) more than fifty per cent in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.
"Managing Agent"	A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the

	limitations contained in such Section of the By-Laws.
"Membership Interest"	A member's interest in the Homeowners Association.
"Offering Plan"	The document filed with the New York State Department of Law which describes the Condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan."
"Operation of the Property"	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
"Permitted Mortgage"	A mortgage placed on a Unit made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee or the Seller of the Unit.
"Permitted Mortgagee"-	The holder of a Permitted Mortgage.
"Operation of the Property"	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
"Person"	A natural person, corporation, partnership, association, limited liability company, trustee or other legal entity.
"Power of Attorney"	The document, signed by Unit Owners, which appoints: (i) the Board of Managers, as attorney-in-fact, to acquire, on behalf of all Unit Owners, any Unit which the Unit Owner thereof wishes to sell or abandon, together with the Appurtenant Interests thereto, and to deal with any such Units so acquired as they may determine; and (ii) the Sponsor, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules

	and Regulations of the Condominium, or any of said documents, under certain conditions set forth in the Power of Attorney.
"Property"	Means and includes the Land, the Building and all other improvements thereon, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.
"Purchaser"	Any Person who has entered into an agreement with Sponsor to purchase any Unit and is not in default thereunder.
"Recording officer" and "Recording" or "Recorded"	Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.
"Residential Board"	The board of managers representing the Residential Unit Owners and Cabana Unit Owners.
"Residential Common Charges"	Assessments payable to the Residential Board by the Residential Unit Owners and the Cabana Unit Owners for the purpose of meeting (a) Residential Common Expenses and (b) each Residential Unit Owner's and Cabana Unit Owner's pro rata share of General Common Expenses.
"Residential Common Elements"	Those Common Elements which serve or benefit exclusively the Residential and Cabana Units and/or the Residential and Cabana Unit Owners.
"Residential Common Expenses"	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements and/or the Residential Limited Common Elements (to the extent that such expenses are not the obligation of the Residential Unit Owners owning the Residential Units to which the Residential Limited Common Elements are appurtenant) or in connection with any

	services or facilities exclusively benefiting the Residential Section or the Residential Unit Owners.
"Residential Common Interest"	The proportionate undivided interest, expressed as a numerical percentage, of the Residential Common Elements appertaining to each Residential Unit and Cabana 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"	Those Residential Common Elements which serve or benefit one or more but not all of the Residential Units and/or the Residential Unit Owners.
"Residential Section"	The Residential Units, the Residential Common Elements and the Residential Limited Common Elements.
"Residential Unit"	Any Unit designated as a Residential Unit in the Declaration, and all such Residential Units, are, collectively, referred to as the "Residential Units".
"Residential Unit Owner"	Any owner of a Residential Unit, and all such owners are collectively referred to as "Residential Unit Owners."
"Rules and Regulations"	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
"Selling Agent"	Toll Brothers Real Estate Inc. or any successor selling agent at the time in question.
"Sponsor"	The promoter of a project and/or an offering plan to convert a particular parcel of property to cooperative or condominium ownership. Kent Avenue Property 2 LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive

	evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee."
"Transfer Documents"	In the context of the Restrictive Declaration to which Sponsor is a party (the full text of which is located in Part II of this Plan), Transfer Documents shall consist of (i) a bargain and sale deed with covenants against grantor's acts; (ii) a title commitment from a title company with a limit of liability acceptable to the New York City Department of Parks and Recreation showing evidence of a paid premium and that there are no liens or encumbrances on the phase being conveyed to the City of New York, except permitted encumbrances, insured by a reputable title company; (iii) a survey of the phase to be conveyed and the land thereunder prepared by a New York State licensed land surveyor; (iv); all required transfer tax documents signed by Declarant; and (v) documentation evidencing the subdivision of all applicable tax lots incident to such conveyance.
"Unit"	Any space in the Building designated as a Unit, and all such Units are collectively referred to as the "Units". The Units in the Building include Residential Units, Commercial Units, and Cabana Units.
"Unit Owner"	The person or persons owning a Unit in fee simple absolute, and all such unit Owners are collectively referred to as the "Unit Owners."
"Unit Deed"	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
"Unit Designation"	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the Floor Plans.
"Unsold Cabana Units"	Any Cabana Unit owned by Sponsor or its designee at the time in question.

"Unsold Residential Units"	Any Residential Unit or Cabana Unit owned by Sponsor or its designee at the time in question.
"Unsold Units"	Any Unit owned by Sponsor or its designee at the time in question.
"Williamsburg Waterfront"	The site located on the easterly bank of the East River which is intended to consist of the Condominium, two (2) additional residential condominiums, a residential rental building, and two (2) parking garages.
"Williamsburg Waterfront Homeowners Association, Inc."	The members of the Williamsburg Homeowners Association, Inc. will be the Board of Managers of the Condominium, and the boards of managers of the condominium located at 1 Northside Piers, and one (1) residential condominium planned for future construction.

Exhibit D

By-Laws

BY-LAWS OF THE 2 NORTHSIDE PIERS CONDOMINIUM

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BY-LAWS OF THE 2 NORTHSIDE PIERS CONDOMINIUM

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 2 Northside Piers Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 200,000 square feet of land (the "Land") which forms a part of Block 2340 on the Tax Map of the Borough of Brooklyn, County of Kings, City 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 Kings 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.

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 as they may be amended from time to time, are accepted and ratified.

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 Brooklyn reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE 2

BOARD 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"). From and after the first annual meetings of Unit Owners as provided in Section 3.1, the Condominium Board shall consist of a Residential Board of five (5) persons elected or designated by the Residential Unit Owners, subject to Declarant's Subsection 3.9.3 rights, and a Commercial Board of two (2) persons elected or designated by the Commercial Unit Owners. The Condominium Board, the Residential Board and the Commercial Board are herein sometimes referred to collectively as the "Boards" and individually as a "Board."

2.1.2 Each member of the Residential Board and 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 the Commercial Unit Owners 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 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, 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 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. As used herein the term "Permitted Mortgagee" means the holder of any mortgage (a "Permitted Mortgage") of a Unit or Units which is permitted to be placed thereon pursuant to 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 may not be delegated to the Boards by the Unit Owners). 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 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 10 business days of receipt by it of notice of such determination. In addition, 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 11 and the term "adversely affect" shall mean 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 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 be entitled to make determinations with respect to the following matters:

2.2.2.1(a) Operating, caring for, keeping up, maintaining, repairing and replacing of the General Common Elements, including contracts for utilities, services and supplies;

2.2.2.1(b) Determining the amount of General Common Charges (as hereinafter defined);

2.2.2.1(c) Employing and dismissing personnel necessary for the maintenance and operation of the General Common Elements;

2.2.2.1(d) Adopting, amending or adding to, the General Rules and Regulations (as hereinafter defined);

2.2.2.1(e) Making additions and improvements to, or alterations of, the General Common Elements;

2.2.2.1(f) 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(g) Enforcing obligations of Unit Owners, the Commercial Board and the Residential Board;

2.2.2.1(h) 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(i) 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(j) 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;

2.2.2.1(k) 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% 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 2.2.2.1(k) 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(l) 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(m) 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(n) 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, 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(o) 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(p) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Section 6.2; and

2.2.2.1(q) 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 regulation) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment.

2.2.2.2 The Residential Board shall be entitled to make determinations with respect to the following matters:

2.2.2.2(a) Operating, caring for, keeping up, maintaining, repairing and replacing the Residential Section, including contracts for utilities, services and supplies;

2.2.2.2(b) 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(c) Collecting Residential Common Charges from Residential Unit Owners;

2.2.2.2(d) Employing and dismissing personnel necessary for the maintenance and operation of the Residential Section, including the building superintendent;

2.2.2.2(e) Adopting, amending or adding to the Residential Rules and Regulations (as hereinafter defined);

2.2.2.2(f) Subject to Section 8.2. of the By-Laws, 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 offered for sale or lease or surrendered by their owners to the Residential Board;

2.2.2.2(g) Purchasing Residential Units or Commercial 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(h) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Residential Units acquired by, and subleasing Residential Units leased by, the Residential Board or its designee, on behalf of all Residential Unit Owners;

2.2.2.2(i) Making additions and improvements to, or alterations of, the Residential Common Elements and the Residential Limited Common Elements;

2.2.2.2(j) 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(k) Enforcing obligations of Residential Unit Owners and the Boards;

2.2.2.2(l) Levying fines against Residential Unit Owners for violations of the Residential Rules and Regulations (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owner against whom they are levied);

2.2.2.2(m) 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(n) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Residential Section as set forth in Section 6.2;

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 Section 8.6 of the By-Laws, the consent of at least 66-2/3% 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(k)) 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;

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, construction, alteration, repair or restoration 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 real estate tax 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) Imposition of move in fees and charges, and transfer fees in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant; and

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 regulation) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment.

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 for, keeping up, maintaining, repairing and replacing the Commercial Section, including contracts for utilities, services and supplies;

2.2.2.3(b) 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(c) Collecting Commercial Common Charges from Commercial Unit Owners;

2.2.2.3(d) Employing and dismissing personnel necessary for the maintenance and operation of the Commercial Section;

2.2.2.3(e) Adopting, amending and adding to, the Commercial Rules and Regulations (as hereinafter defined);

2.2.2.3(f) Selling, leasing, mortgaging and otherwise dealing with all or any portion of the Commercial Section. This 2.2.2.3(f) 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(g) Making additions and improvements to or alterations of the Commercial Common Elements or the Commercial Limited Common Elements;

2.2.2.3(h) 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(i) Enforcing obligations of the Commercial Unit Owners and the Boards;

2.2.2.3(j) Opening and maintaining bank accounts with respect to the Commercial Section and designating the signatories required therefor;

2.2.2.3(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Commercial Section as set forth in Section 6.2;

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% 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; and

2.2.2.3(s) Operating, maintaining and supervising of all Commercial Common Elements and the Commercial Limited Common Elements.

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, 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 either the Residential Board or the Commercial Board may, if required, be taken by either the Residential Board or the Commercial 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 and, in the case of action taken by the Commercial Board, the Commercial Board shall also indemnify and hold harmless the Residential Unit Owners from any expense or liability thereof or therefrom.

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 Residential Board or Residential Unit Owners shall be deemed to adversely affect in any way the Commercial Section or the use of the Commercial Units for their permitted purposes and thus shall not require the consent or approval of the Commercial Board pursuant to Subsection 2.2.1 unless the use of any portion of the Residential Section would result in or involve a violation of the provisions of Section 6.16, (b) no action which is taken or omitted to be taken by or on behalf of the Commercial Board or 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 Subsection 2.2.1 unless the use of any portion of the Commercial Section would result in or involve a violation of the provisions of Section 6.16, and (c) no penetration of the General Common Elements located between the Commercial Section and any property adjoining the Land to effectuate the provisions of any easement granted by the Commercial Unit Owners under Section 2.2-2.3(n) 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 Condominium Units equaling at least one (1) 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 except that Declarant will consent to replacements to the contingency fund provided in Schedule B of the Offering Plan to the extent that the aggregate of such fund does not exceed 5% of the budgeted annual expenses of the Condominium; 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.

2.2.8 As long as the Sponsor or any Sponsor-designee shall continue to own a Unit, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) amend the Declaration or the Bylaws so as to in any way adversely affect the Sponsor or its designees, or (ii) interfere with: the offer, sale or leasing of Units at the Property; the operations of general or sales or leasing offices at the Property; or actions necessary for renovation, repair or correction at the Property, as required by Sponsor.

2.2.9 Notwithstanding any other provision of the Declaration or of these By-Laws, the Commercial Unit Owner, if there is, or is deemed to be, only one Commercial Unit or if one Owner owns all of the Commercial Units, is designated by the Commercial Board to perform all of the duties, and is empowered with the powers otherwise granted herein to the Commercial Board, and in such matters shall act for and on behalf of itself and the Board in the same manner and with the same authority as the Board and, if required, in the name and stead of the Board, in connection with the operation of the Condominium. In so acting, the Commercial Unit Owner, if there is, or is deemed to be, only one Commercial Unit, and all Persons acting for and on behalf of the Commercial Unit Owner in such capacities shall be indemnified to the same extent as the Board and its members and officers are otherwise indemnified hereunder or otherwise, without limitation of any indemnification of such Commercial Unit Owner as an Owner.

2.3 Managing Agents and Managers. With respect to matters the determinations concerning which any Board is entitled to make, such Board may employ a managing agent and/or a manager at a compensation established by such Board to perform such duties and services as such Board shall authorize. Each Board may delegate to such managing agent or manager other powers granted to such Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (e), (g), (h), (m), (n), (o) and (p); 2.2.2.2(b), (e), (f), (o), (p), (q) and (r); 2.2.2.3 (b), (e), (f), (1), (m) and (n). Subject to the limitations set forth in this Section 2.3, the Commercial Board, 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 Boards. The Condominium Board shall initially consist of two (2) persons designated by Declarant to initially comprise the Residential Board and one (1) person designated by Declarant to initially comprise the Commercial Board. The various Board members shall be deemed to have been "elected" as members of such Boards for the purposes of these By-Laws. Within 180 days after the date of the First Closing the Residential and Commercial Boards 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 Section 3.1. The terms of each such member of the Residential Board and the Commercial Board shall expire annually.

2.5 Resignation and Removal. Any Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board from which such member is resigning. 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, as the case may be, 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, Residential or Commercial Board members designated by Declarant or its designee may only be removed with cause and replaced as described in Section 2.6. In addition, any member of either 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.

2.6 Vacancies. Subject to the provisions of Section 3.9.3, any vacancy on the Residential Board or Commercial Board for whatever reason shall be filled by the members of the Residential or Commercial Board then in office, at a special meeting of such 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 respective Board until the next annual meeting of the Residential Unit Owners or Commercial Unit Owners, as the case may be, 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 any 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 Residential and Commercial Boards. The first meetings of the Residential Board and the Commercial Board following each annual meeting of each of the Residential Unit Owners and Commercial Unit Owners shall be held immediately following each 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 Brooklyn 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. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, facsimile or email, at least five business days prior to the day named for such meeting.

2.9 Special Meetings of Boards. Special meetings of the Residential Board and the Commercial Board may be called by the respective President or Vice President of the Residential Board or Commercial Board by giving five business days' prior 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 Brooklyn) and purpose of the meeting. Special meetings of the Residential Board or of the Commercial Board shall be called in like manner and on like notice on the written request of at least two members of the Residential Board or one member of the Commercial Board, respectively.

2.10 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.

2.11 Meetings of Condominium Board. No organizational or regular meetings of the 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 Brooklyn as shall be determined by the Condominium Board, provided that notice thereof be given to Board members by personal delivery, mail, facsimile or e-mail at least five business days prior to the day named for such meeting. Special meetings of the Condominium Board may be called by the President of the Residential Board or the President of the Commercial Board by giving five business days' prior notice to each member of such Board by personal delivery, mail or telegram, which notice shall state the time, place (which shall be in the Borough of Brooklyn) and purpose of the meeting.

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 Boards; Quorums.

2.13.1 Except as otherwise set forth in Subsection 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 majority of the members thereof shall constitute a quorum, and the votes of a majority of such members present shall constitute the decision of such Board.

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 determination by it to be made. However, in the event any meeting of the Condominium Board is held, a majority of the members of the Condominium 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 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, 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) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by any Board or by any managing agent or manager thereof shall 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, or any Limited Common Element 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. Board members shall have no liability to Unit Owners except that a Board member shall be liable to such Unit Owner for such Board Member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member 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 any 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 Brooklyn 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 any 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 for a date which is no more than 180 days after the First Closing. Such meeting shall be held not less than 10 days nor more than 40 days after such date. At such meeting, the incumbent Commercial Board shall resign and the Commercial Unit Owners shall elect or designate the Commercial Board's two (2) members in accordance with Section 2.1 and as otherwise provided in these By-Laws. Thereafter, annual meetings of Commercial Unit Owners shall be held within approximately 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 10 days following each annual meeting, the Commercial Board shall elect or designate in accordance with Section 2.1 and these By-Laws two representatives to the Condominium Board. On a date which is no more than 180 days after the recordation of the Declaration, the Residential Board will also call the first annual meeting of the Residential Unit Owners. Such meetings shall be held not less than 10 days nor more than 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) 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. 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 Brooklyn, 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 Unit Owners holding in the aggregate not less than 25% in Common Interest of all 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 Unit Owners holding in the aggregate not less than 25% in Common Interest of Residential Unit Owners or 66.667% in Common Interest of Commercial Unit Owners.

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. 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, mail 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 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 months except a designation of a Permitted 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.

3.9 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 Subsection 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 Residential Units owned by it until Declarant has closed title to all of the Unsold Residential Units owned by it. Declarant shall hold a majority of seats on the Residential Board until the earlier to occur of (i) five (5) years from the date of the First Unit Closing or (ii) the date upon Declarant shall own Unsold Residential Units having a Percent Interest in the Residential Section in the aggregate of twenty five (25%) percent or less. In addition, for so long as Declarant owns Unsold Residential Units having a Percentage Interest in the Residential Section in the aggregate of at least fifteen (15%) percent as the case may be, (a) Declarant 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 or one less than a majority of the Residential Board as the case may be and (b) for so long as Declarant owns at least one of the Unsold

Residential Units as the case may be, Declarant shall have the right to vote all of the Common Interests attributable to Unsold Residential Units owned by it to designate at least one member of the Residential Board. For so long as Declarant owns at least one of the Unsold Residential Units, the number of members of the Residential Board may not be increased without the consent of Declarant.

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 50% of the total authorized votes of either Residential Unit Owners, Commercial Unit Owners, or all Unit Owners, as the case may be, determined in accordance with the provisions of Section 3.8, who are present in person or by proxy and voting at any meeting at which a 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 50% of the Common Interests attributable to all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners, (b) Commercial Unit Owners owning more than 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 50% of the Common Interests attributable to all Units 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 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 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.

ARTICLE 4

OFFICERS

4.1 Designation. The principal officers of the Condominium shall be (a) for the Residential Section, a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the Residential Board, (b) for the Commercial Section, a President and Secretary/Treasurer thereof, both of whom shall be elected by 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 Section. 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 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 Section 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 Section 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 Section, the Commercial Section, or the Condominium 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 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 Board 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 Permitted 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 Permitted 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 repair, maintenance, 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 Residential Board and the Commercial Board. General Common Expenses shall also include all such 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, 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, charges as set forth in the Plan) ("General Common Charges") to meet General Common Expenses. 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, the Condominium Board may not modify its method of allocations and assessments or increase the services or number of building employees servicing 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. To the extent practicable, the Condominium Board shall allocate costs based upon metered or submetered usage.

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 Subsection 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 resident manager 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 Residential 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. 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 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 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 repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, Commercial Common Elements or Commercial Limited Common Elements ("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, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, 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, 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 and Permitted Mortgagees thereof.

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 and 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 real estate taxes and other taxes and assessments on the Property until the Units are separately assessed.

6.1.6 Notwithstanding anything to the contrary herein, no part of the net earnings 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, together with all service machinery contained therein and covering the interests of the Condominium, each of the Boards and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), said policies shall contain a New York standard mortgagee

clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (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 damage insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all Boards and all officers, directors, 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. For so long as the Unsold Residential Units and Commercial Units are owned by Declarant, the Condominium Board shall also maintain war risk insurance, to the extent obtainable from the United States of America or any agency thereof at reasonable rates, flood insurance and insurance against loss or damages from leakage of sprinkler systems, steam boilers, air conditioning equipment, pressure vessels or similar apparatus or such other insurance as may be required by a Permitted Mortgagee holding a mortgage on the Unsold Units. 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 All such policies shall provide that adjustment of loss shall be made exclusively by (a) the Residential Board if the loss involves only the Residential Section, (b) the Commercial Board if the loss involves only the Commercial Section, (c) the Condominium Board if the loss involves both the Residential Section and the Commercial Section, or the General Common Elements. 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 a New York City bank or trust company designated by the Condominium Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 12.5. Any dispute between or among the Boards under this Subsection 6.2.2 shall be determined by Arbitration.

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 days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Condominium Board shall provide copies of insurance certificates to any Permitted Mortgagee upon request.

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, and its managing agent or agents, (iii) Declarant and its members and the officers of its members, and (iv) Residential Unit Owner, except that such policy will not cover liability of a Residential Unit Owner arising from occurrences within such Residential Unit Owner's own Unit or within the Limited Common Elements, if any, appurtenant to such Residential 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 any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $300,000 for bodily injury or death arising out of any one occurrence including $300,000 for damage to property and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the apartment or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. To the extent either party is

insured for loss or damage to property, each party will look to their own insurance policies for recovery.

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 (unless 80% or more of the Building is destroyed or substantially damaged and 80% of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), 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 arrange for the prompt repair and restoration thereof and the applicable Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. 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 Subsection 6.3.1 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.2 Unless the Unit Owners have elected not to restore the Building as provided in Subsection 6.3.3., 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, the Residential Board or the Commercial Board as provided in Subsection 6.3.1. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Board of Managers 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 If 80% or more of the Building is destroyed or substantially damaged and if 80% of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Section 6.3, the words "promptly resolve" mean resolve as promptly as practical under the circumstances but in any event, not more than 60 days from the date of such damage or destruction.

6.3.4 Any dispute between or among any Boards arising under this Section 6.3 shall be determined by Arbitration.

6.4 Payment of Common Charges.

6.4.1 The Residential Unit Owners and the Commercial Unit Owners shall be obligated to pay to the Condominium Board the General 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. All Residential Unit Owners and Commercial Unit Owners shall be obligated to pay Residential or Commercial Common Charges, as the case may be, assessed by the Residential and Commercial Boards pursuant to the provisions of Section 6.1 at such time or times as such Boards determine. The Boards may jointly determine to cause the Condominium Board to act as their respective agent to collect Residential Common Charges and Commercial Common Charges as applicable. 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.

6.4.2 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 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 shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted 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.

6.4.3 All liens provided for in Subsection 6.4.2, to the extent permitted by applicable law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 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.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, a Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and such Board shall have a lien (as provided in Subsection 6.4.2) for any such accrued and unpaid amounts.

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 thirty 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. In the event any Unit Owner fails to make payment of Common Charges 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 costs and 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, costs 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.

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, the Residential Board and the Commercial Board, at the request of Declarant or a Commercial Unit Owner, will enter into a non-disturbance agreement with any tenant with which Declarant or a Commercial Unit Owner has entered into a lease for any of the Commercial Units. Under the terms of the non-disturbance 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, the Commercial Unit Owners 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 Board's 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 or 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.

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 and 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 windows, skylights and the entrance doors thereto, and to the decking of any terrace appurtenant to any Residential Unit, shall be made by the owner of such Unit at such Unit Owner's sole cost and expense, and shall conform to standards established by the Board of Managers, (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 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 as a Commercial Common Expense.

6.9.1.1 Each Residential Unit has windows equipped with safety "stops" in lieu of window guards. Each Residential Unit Owner is responsible for the maintenance, repair and replacement of the windows located in his Residential Unit. All replacement windows must contain safety "stops" designed specifically to prevent a child from falling out of the window.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1:

6.9.2.1 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 as a General Common Expense, (c) the Commercial Board, the entire cost thereof shall be charged to all Commercial Unit Owners 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.

6.9.2.2 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 neither the windows, window frames nor mullions may be modified, altered or replaced without the consent of the Residential Board.

6.9.2.3 All normal maintenance, repairs and replacements of any terrace (including maintaining, repairing and replacing the concrete pavers thereon) shall be made by the Residential Unit Owner having access to such terrace at such Residential Unit Owner's own cost and expense, but any structural or extraordinary repairs (which is herein defined as any non-recurring repair which requires more than the usual annual expense for ordinary wear) 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 Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense. All

maintenance, repairs and replacements of any balcony, whether structural or nonstructural, ordinary or extraordinary, shall be the responsibility of the Residential Unit Owner having access to such balcony at such Residential Unit Owner's own cost and expense. Structural and nonstructural repairs and replacements to any balcony shall be made by the Residential Board, at the Residential Board's discretion, and charged to each Residential Unit Owner having access to such balcony. The Residential Board may require a Residential Unit Owner to remove plants and other installations placed on terraces or balconies by said Residential Unit Owners if the Residential Board determines, in its reasonable discretion, that such plants and other installations adversely affect the integrity of the terraces or balconies or any part of the Building appurtenant thereto. Further, the Residential Board may direct a Residential Unit Owner to remove all personal items from a terrace or balcony for maintenance, repairs and replacements thereto. The Residential Board may establish such other rules and regulations it deems necessary to protect the Residential Common Elements and the Residential Units and the Condominium Board may establish such rules and regulations as it deems necessary to protect the health and safety of the occupants.

6.9.2.4 The exterior surface of all windows in the Residential Section if so determined by the Residential Board, shall be washed and cleaned by such Board and the cost and expense thereof shall be a Residential Common Expense. Otherwise, the exterior of all windows in the Residential Section shall be washed or cleaned at the cost and expense of the Residential Unit Owner. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of all windows located in the Commercial Units shall be washed and cleaned by the Commercial Unit Owner or occupant thereof at such Commercial 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 respect agents and employees, for all losses, damages, or fines suffered by any of the them as a result of a violation of the aforesaid, laws, ordinances, regulations or rules.

6.9.2.5 The exterior of all front doors of Residential Units shall not be painted or decorated other than with the consent of the Residential Board.

6.9.2.6 Any repairs or maintenance work performed with respect to the incremental HVAC units in each Residential Unit shall only be performed by a company or individual previously approved by the Residential Board.

6.9.2.7 Except as otherwise provided in Section 9.4 of the Declaration, routine maintenance and repair of the vault space in the Cellar shall be the obligation of the Commercial Unit Owners having the exclusive use thereof. The costs of any structural repairs, including repairs to the foundations or retaining walls adjacent to the vaults and the closing of the vaults, shall be performed by the Condominium Board and the cost therefor shall be a General Common Expense.

6.9.2.8 It shall be the obligation of the Condominium Board to clean the sidewalks surrounding the Building and to remove the snow therefrom. The cost of repairing and replacing the sidewalks shall be a General Common Expense. The cost of cleaning the sidewalks adjacent to the Commercial Units shall be borne by the Commercial Unit Owners as a Commercial Common Expense. The cost of cleaning the sidewalks adjacent to the entrances to the Residential Section shall be borne by the Residential Unit Owners as a Residential Common Expense.

6.9.3 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 the Common Elements shall be kept in good, clean and neat appearance, m 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, and (b) each Residential Unit Owner with respect to the windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit. Nothing contained herein shall be deemed to limit, in any way, the Commercial Unit Owners with respect to window treatments or entranceways into such Units or the use of windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in their respective Commercial Units.

6.9.4 Notwithstanding anything to the contrary set forth in this Declaration or the By-Laws, the Condominium Board shall not, without the consent of the Declarant and the Commercial Unit Owners, decrease the level of services available to the Commercial Units as of the date of the filing of the Declaration, including, but not limited to, heat and cooling which shall be made available to the Commercial Units 365 days a year (or 366 in a leap year), 24 hours a day.

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 The "Storage Bins" referred to in section 6.16.3 herein shall be repaired or replaced, as necessary, by the Board. The cost of repairing and replacing the Storage Bins shall be a Residential Common Expense (unless damage is caused by a Unit Owner or a Unit Owner's lessee, in which case the repair shall be undertaken by the Board at the expense of the Unit Owner).

6.10 Violations of Maintenance 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 and 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 maintenance, repair or 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 or 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 ten (10) 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 or replacement by the Commercial Board, together with 10% for overhead, interest thereon at the rate of 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 or replacement by the Commercial Board of any defect described herein (but not for the existence of the condition requiring such repair or replacement).

6.11 Structural Alterations, Additions, Improvements and Repairs of Units.

6.11.1 Except as otherwise provided in the Declaration, no Residential Unit Owner shall 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. No Commercial Unit Owner shall make any structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Commercial Board, which shall not be unreasonably withheld. Such Boards shall have the obligation to answer any written 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 request is received, and the failure to do so within the stipulated time shall constitute such Board's consent to the proposed alteration, addition, improvement or repair. 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 Unit, each Board may exercise the right to reasonably approve the Unit Owner's contractors and suppliers, and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to such 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. A Board may impose fees upon a Unit Owner to reimburse the Board for its costs incurred in reviewing or supervising the aforesaid work. Notwithstanding anything to the contrary contained in this Subsection 6.11.1, neither Declarant or its designee nor a Permitted Mortgagee (or its designee) of Declarant or its assignee shall be required to obtain the approval of any Board for any structural alteration, addition, improvement or repair in or to Unsold Residential Units including without limitation the installation of mezzanines in Unsold Residential Units, to the extent permitted by law and applicable governmental regulations, or the Commercial Unit or to enter into any alteration agreement with respect thereto.

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, material man, 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 is hereby 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 Declarant is entitled to perform in accordance with the terms of the Declaration and these By-Laws 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, shall execute the Required Documentation.

6.11.4 In the event that any 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, 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 restoring 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 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 any construction of the Building on behalf of Declarant. In addition, the prosecution of the work necessary to obtain an amended Certificate of Occupancy for the Building as set forth in the Plan, 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, all alterations, additions, improvements or repairs in or to any General or Limited Common Element shall be made by the Board or Unit Owner(s) required to maintain such General or Limited Common Element and the cost and expense thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owners as a General Common Expense, to all Residential Unit Owners or Commercial Unit Owners as Residential or Commercial Common Expense, or to the Unit Owner(s) responsible therefor, as the case may be. 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), if any, with respect to alterations, additions, improvements or repairs made by the Residential Board and with the consent of any Permitted Mortgagee holding a mortgage on a Commercial Unit. 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 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 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.

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 only for

residential purposes and for any home occupation uses to the extent permitted under applicable zoning law and ordinances and other applicable governmental laws and regulations but not for retail use and not otherwise herein expressly provided.

6.14.1.1 The Residential Board, may, in its discretion, grant permission for the use of a Residential Unit for any other purpose (but not for retail use), 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 for any purpose other than stated in Subsection 6.14.1.

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.

6.14.2 Notwithstanding the provisions of Subsection 6.14.1, Declarant or its designee may, without the permission of the Residential Board, (a) grant permission for the use of any Unsold Residential Unit for any purpose, provided such use is permitted by law, does not violate the then existing certificate of occupancy for such Residential Unit and the user of such 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 Residential Unit Owner 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. No Commercial Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, except 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.

6.14.4 The term of any occupancy agreement for any Residential Unit shall be not less than six (6) months.

6.14.5 Cabana Units may only be sold by the Cabana Unit Owner to a Residential Unit Owner or to a prospective Residential Unit Owner as part of a Residential Unit purchase. Cabana Units may only be leased by the Cabana Unit Owner to a Residential Unit Owner or to a lessee of a Residential Unit Owner.

6.14.6 No Unit Owner, other than Sponsor, may own more than two (2) Cabana Units at a time without the express written approval of the Residential Board.

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 Bins, without 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 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. In furtherance thereof, the Condominium Board agrees to consult with the Commercial Unit Owners prior to the installation of such sidewalk bridge or other scaffolding and to permit the Commercial Unit Owners to install, as a General Common Expense, signs upon the sidewalk bridge and

scaffolding. Any sidewalk bridge or other scaffolding installed shall be a "two-story" structure with adequate lighting.

6.15.5 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.

6.15.6 The owner of any two 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.

6.16.1 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 nuisance, immoral, improper or offensive use (whether or not unlawful) and no unlawful use shall be allowed in the Residential Section or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the 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, 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.

6.16.2 The Commercial Units may be used for any lawful purposes, including, without limitation, department and other retail stores and outlets, storage, theaters, banks, restaurants and commercial and professional offices and studios. However, the Commercial Units may not be used as an Adult Establishment or as a Adult Physical Culture Establishment, as defined in Article I, Chapter 2 of the New York City Zoning Resolution, or as a manufacturing facility, or a mortuary or funeral parlor, or for the sale of bail bonds, or as an Off Track Betting facility, or for the use of any religiously affiliated organization in the practice of any religion, or as a check cashing facility, or as a nightclub or bar, or as a cabaret, or as a hospital, clinic, nursing home or other inpatient or outpatient medical facilities, or offices of any branch, department, agency or other unit or political subdivision of the United States federal government, the State of New York or the City of New York, other than executive or administrative offices not providing services or benefits directly to the public, or as a vocational training school or boarding school, high school, or school offering college or graduate degrees.

6.16.3 The tenant storage room located in a portion of the cellar of the Building is designated as a Residential Common Element. Pursuant to section 8.5.5.1 of the Declaration, so long as Declarant owns at least (1) Unit, it shall have the sole and exclusive right to the proceeds from the initial licensing by the Board of any storage bin located within the tenant storage room. The Storage Bins may only be used by Residential Unit Owners or lessees of Residential Unit Owners (the "Storage Bin Licensees") who have entered into a Storage Bin License Agreement, pursuant to which the Board grants to such Storage Bin Licensee a license for the exclusive use of a designated Storage Bin (the "Storage Bin License"). The Storage Bin License may only be assigned or sub-licensed to a Residential Unit Owner or to a prospective Residential Unit Owner in connection with the purchase of a Residential Unit. In the event a Residential Unit Owner elects to terminate its Storage Bin License and does not transfer the same to another Residential Unit Owner, the rights to the Storage Bin in question will devolve to the Board, which shall have the right to issue a new Storage Bin License to another Residential Unit Owner in its sole discretion. A Residential Unit Owner may only assign or sub-lease its Storage Bin to a Residential Unit Owner or to a lessee of a Residential Unit Owner, after obtaining the consent of the Board.

6.16.3.1 No resident shall license or sub-license more than two (2) Storage Bins at a time without the consent of the Board of Managers.

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 Subsection 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 Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than three (3) days 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 "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 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 Bins 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 concern 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 concerning the use of 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 30 days prior to the effective date thereof.

6.19 Real Estate Taxes, 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, 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 which may be 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 and included in Residential Common Charges. In the alternative, the Commercial Board may require the Commercial Unit Owner to install a separate water meter. Until the Units are separately assessed for real estate tax purposes, the Residential and Commercial Unit Owners shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that the Common Interest of all Residential Units or Commercial Units, as the case may be, bears to the Common Interests of all Units) to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. 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 real estate taxes (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 Electricity. Electricity for each Unit shall be separately metered or sub-metered for each Unit (or portion thereof). Each Unit Owner shall be required to pay the bills for electricity consumed or used in such Unit Owner's Unit (or portion thereof) and the Limited Common Elements to which such Unit has exclusive access, directly to the utility company as directed by the Board except that in the event that the Units are sub-metered, such Unit Owner shall be required to pay bills for electricity consumed or used in such Unit Owner's Unit either to the Board or to the utility company or company engaged by the Board to perform such services as directed by the Board. The Common Expenses shall include fees for administering and servicing the sub-meters. In the event that a Unit Owner fails to pay for its sub-metered electricity, the Board shall be obligated therefor and such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner for which the Board shall have a lien as provided in Section 6.6. hereof. Electricity for the Common Elements shall be supplied through a master meter and, at the Board's discretion, sub-metered. The cost thereof will be paid by the Board and will be borne by the Unit Owners as Common Charges.

6.21 Gas. Gas for the Building heating will be supplied by the utility company servicing the gas distribution system and charges therefor shall be paid by the Board. The cost of gas consumed for the purpose of heating the Building will be borne by the Unit Owners as a Common Charge. Gas for the Units (including all gas used for cooking purposes in the apartments) will be collectively metered and will be borne by the Unit Owners as a Common Expense. The Board of Managers reserves the right to install gas submeters or to require the Commercial Unit Owners to install separate gas meters.

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 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 (a) the Condominium Board with respect to matters affecting the General Common Elements, (b) the Residential Board with respect to matters affecting the Residential Section, and (c) the Commercial Board with respect to matters affecting the Commercial Section, the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Residential Unit or Commercial Unit or General or Limited 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.

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. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted 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 Mortgagee, the Residential Board with respect to Permitted Mortgagees of Residential Units and the Commercial Board with respect to Permitted Mortgagees of any Commercial Unit, shall promptly report to such Permitted 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 Mortgagee thereof. Any Permitted Mortgagee holding a mortgage on an Unsold Residential Unit or a Commercial Unit shall be deemed to have requested the notice referenced in the first sentence of this Section.

7.3 **Performance by Permitted Mortgagees.** The Residential Board, Commercial Board or Condominium Board, as the case may be, shall accept, by any Permitted 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, in which event the Permitted Mortgagee shall be subrogated to the rights and interests of the Condominium Board, the Residential Board or the Commercial Board as the case may be upon such payment or performance.

7.4 **Examination of Books.** Each Unit Owner and Permitted 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 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 Institutional Residential Mortgages (as hereinafter defined) may, at their election, designate one or more (but not more than three) representatives ("Residential Mortgage Representatives") who shall be empowered to act on behalf of all holders of Institutional Residential 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 Institutional Residential Mortgages. As used herein, the term "Institutional Residential Mortgage" means an Institutional Mortgage (defined below) covering a Residential Unit or Units. As used herein the terms "Permitted Mortgage" and "Institutional 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 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 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 Mortgagees shall be subject to all determinations made by such Residential Mortgage Representatives pursuant to the Declaration or these by-laws.

7.5.3 In the manner more particularly set forth in Subsection 7.5.4, the holders of Institutional Commercial Mortgages (as hereinafter defined) may, at their election, designate one or more (but not more than three) representatives ("Commercial Mortgage Representatives") who shall be empowered to act on behalf of all holders of Institutional Commercial Mortgages, with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. If any Commercial Mortgage Representatives are so designated and notice thereof is given to the Commercial 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 Institutional Commercial Mortgages. As used herein, the term "Institutional Commercial Mortgage" means an Institutional Mortgage (defined below) covering a Commercial Unit or Units. As used herein the terms "Permitted Mortgage" and "Institutional 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 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.

7.5.4 Any designation of a Commercial Mortgage Representative made by the holders of Institutional Commercial Mortgages, constituting a majority in principal amount of all Institutional Commercial Mortgages shall be binding upon the holders of all Institutional Commercial Mortgages. Any such designation of any Commercial 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 Mortgagees other than holders of an Institutional Commercial Mortgage, shall have no right to participate in the selection of Commercial Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Commercial 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.

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, 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 down payment 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 Subsection 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. Real estate taxes (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 In the event the Board or its designee shall fail to accept such offer within 20 days after receipt of notice, as aforesaid, the Offeree Unit Owner shall have an additional 60 days to accept the Outside Offer by executing and delivering a contract or lease, as the case may be. In the event the Offeree Unit Owner shall not, within such 60-day period, accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer within such 60-day period but such sale or lease, as the case may be, shall not be consummated within an additional 60 days following the expiration of such 60-day period, then, should such Offeree Unit Owner thereafter elect to sell such Residential Unit together with its appurtenant Common Interest or to lease such

Residential Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1. Notwithstanding the foregoing, the Residential Board, in its discretion, may waive the Offeree Unit Owner's obligation to comply with either or both of the 60 day periods described herein or may extend either or both such periods, provided that such waiver or extension shall only be effective if in writing.

8.1.4 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.

8.1.5 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.

8.1.6 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.

8.17 The foregoing restrictions of this Section 8.1 shall apply to the sale or lease of the Cabana Units.

8.1.8 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 Units 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.

8.2 Consent of Residential Unit Owners to Purchase or Lease of Residential Units or Cabana Units by Residential Board. The Residential Board shall not exercise any option hereinabove set forth to purchase or lease any Residential Unit or Cabana Unit without the prior approval of a Majority of Residential Unit Owners. 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 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 8.3 shall permit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Residential Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Residential Board only in the manner provided in Section 8.5. In the event the Residential Board shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit together with its appurtenant Common Interest may be sold, conveyed or leased, 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 8.1.3.

8.5 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 8.1.3), 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.

8.6 Financing of Purchase of Residential Units or Cabana Units by Residential Board. The purchase of any Residential Unit or Cabana 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).

8.7 Exceptions. The provisions of Section 8.1 shall not apply with respect to any lease, sale or conveyance of any Residential Unit or Cabana Unit together with its appurtenant Common Interest by (a) the Unit Owner thereof to such Unit Owner's spouse, domestic partner, 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 or Cabana Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or Cabana Unit or delivering a deed in lieu of such foreclosure, or (e) a Permitted Mortgagee or such Unit Owner's nominee, who has acquired title to any Residential Unit or Cabana Unit at any foreclosure sale of such Unit Owner's Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Residential Unit Owner or Cabana Unit Owner shall be bound by, and such Unit Owner's Residential Unit or Cabana Unit subject to, the provisions of this Article 8. 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.

8.8 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. Cabana Units may only be gifted, devised, or passed by intestacy by a Cabana Unit Owner to a Residential Unit Owner without being subject to the restrictions of Section 8.1 hereof; provided, however, that each succeeding Cabana Unit Owner shall be bound by, and such Unit Owner's Cabana Unit shall remain subject to, the provisions of this Article 8.

8.9 Unauthorized Sales or Leases of Residential or Cabana Units. Any purported sale or lease of a Residential Unit or Cabana 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 or Cabana 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 or Cabana Unit Owner as the owner or landlord, as the case may be. Said Residential Unit Owner or Cabana Unit Owner shall reimburse the Residential Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

8.10 Charges Imposed on Sale or Lease of Residential Units or Cabana 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 or Cabana 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. If such charge is 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 or Cabana Unit to Sponsor or its designee, to the sale or lease of Unsold Units by Sponsor or its designee, or to the sale or lease of Unsold Units by a Permitted Mortgagee of Sponsor that acquires title to Unsold Units.

8.11 Power of Attorney. At the time of acquiring title to a 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 Power of Attorney required by Article 17 of the Declaration.

8.12 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.

8.13 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 Residential Board, or their respective designees, corporate or otherwise, on behalf of all Residential Unit Owners or all Residential 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.

8.14 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 Unit other than Permitted Mortgages.

8.15 Mortgage of Units. Subject to Article 7 and Section 8.14, each Unit Owner shall have the right to mortgage such Unit Owner's Unit to a Permitted Mortgagee, provided that, with respect to any mortgage covering a Unit, the Unit Owner making such mortgage shall notify in writing the appropriate Board of the making of such mortgage.

8.16 Lease or Purchase of Residential Unit or Other Apartment for Superintendent's Residence. The Residential Board or the Condominium Board shall have the right to lease or purchase a Residential Unit or other apartment for the residence of the superintendent and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease without the approval of a Majority of Unit Owners.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the General or Limited Common Elements, each Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the General or Limited Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by such Board. The award made for any such taking shall be payable to the Board responsible for the repair and restoration thereof, as aforesaid; provided, however, that if any such award exceeds $1,000,000, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be (a) borne and shared by all Unit and Owners with respect to any taking of the General Common Elements pro rata, as follows: first, to the Residential Unit Owners and the Residential Unit Owners in accordance with their respective Common Interests; thereafter, each Board shall allocate such deficit or surplus, as the case may be, pro rata, to the Residential Unit Owners and to the Residential Unit Owners, 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; and (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 (1) 80% or more of all Residential Unit Owners and/or 80% of all Commercial Unit Owners do not duly and promptly resolve to proceed with such repair or restoration of their respective Limited Common Elements, or (2) 80% or more of all Unit Owners do not duly and promptly resolve to proceed with such repair and restoration of the General Common Elements, then such repairs or restorations of the Limited Common Elements and/or General Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in the same manner as is set forth in (a), (b)and (c) 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 Mortgages. As used in this Article 9 the words "promptly resolve" shall mean not more than 60 days from the date of such taking. Any dispute between any Boards under this Article 9 shall be settled by Arbitration.

ARTICLE 10

RECORDS AND AUDITS

10.1 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.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant 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 Permitted 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 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.

10.3 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 11

ARBITRATION

11.1 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 11 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.

11.2 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 disputant's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board, the Residential Board or the Commercial Board, as the case may be, in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute General Common Expenses, Residential Common Expenses or Commercial Common Expenses, as the case may be.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes".

ARTICLE 12

MISCELLANEOUS

12.1 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.

12.2 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.

12.3 Certain References.

12.3.1 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.

12.3.2 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.

12.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.4 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.

12.5 Insurance Trustee. The Insurance Trustee shall be a bank or trust company in The City of New York, designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a General Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, such lender shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

12.6 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 (but not to Purchasers of Residential Units pursuant to the Plan). 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.

12.7 Covenant of Further Assurances.

12.7.1 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.

12.7.2 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, 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 12.7.2, the Commercial Board shall be deemed to represent the Residential Board, the Residential Board shall be deemed to represent the Commercial Board, and the Residential and/or Commercial Board shall be deemed to represent the Condominium Board.

12.7.3 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 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, then Declarant, a Commercial Unit Owner or their respective designees or tenants, are 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. In the event repairs to the condenser water system is not made by the Condominium Board within twenty-four hours of notification of such needed repairs, the Commercial Unit Owner or its designee is hereby expressly authorized to make such repairs. The Commercial Unit Owner shall be authorized to offset any costs incurred hereunder against Common Charges due from the Commercial Unit Owner to the Condominium Board or the Commercial Board.

12.8 Homeowners Associations.

12.8.1 Williamsburg Waterfront Homeowners Association, Inc.

12.8.1.1 It shall be the responsibility of the members of the Board of Managers to designate or elect three (3) persons to serve as directors of Williamsburg Waterfront Homeowners Association, Inc., of which the Board of Managers is a member, in accordance with the by-laws to the Declaration of Covenants, Restrictions, Easements, Charges and Liens of Williamsburg Waterfront Homeowners Association, Inc.

12.8.1.2 The Board of Managers, as a member of the Williamsburg Waterfront Homeowners Association, Inc., shall be responsible for complying with the terms and conditions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the Williamsburg Waterfront Homeowners Association, Inc. Each Unit Owner hereby appoints the Board of Managers as such Unit Owner's

attorney-in-fact for the purpose of complying with all of the terms and conditions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the Williamsburg Waterfront Homeowners Association, Inc.

12.8.2 Williamsburg Waterfront Utilities Homeowners Association.

12.8.2.1 It shall be the responsibility of the members of the Board of Managers to designate or elect one (1) person to serve as directors of Williamsburg Waterfront Utilities Homeowners Association, Inc., of which the Board of Managers is a member, in accordance with the by-laws to the Declaration of Covenants, Restrictions, Easements, Charges and Liens of Williamsburg Waterfront Utilities Homeowners Association, Inc.

12.8.2.2 The Board of Managers, as a member of Williamsburg Waterfront Utilities Homeowners Association, Inc., shall be responsible for complying with the terms and conditions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the Williamsburg Waterfront Utilities Homeowners Association, Inc. Each Unit Owner hereby appoints the Condominium Board as such Unit Owner's attorney-in-fact for the purpose of complying with all of the terms and conditions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the Williamsburg Waterfront Utilities Homeowners Association, Inc.

ARTICLE 13

AMENDMENT TO BY-LAWS

13.1 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, 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 80% 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% 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, Permitted 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 Mortgage Representatives and Commercial Mortgage 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, (iii) no amendment modification, addition or deletion pursuant to the provisions of clause (c) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the respective Commercial Mortgage Representatives, if any, and (iv) the provisions of this Section 13.1 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Residential Mortgage Representatives and Commercial Mortgage Representatives, as the case may be), 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.

13.2 Amendments Affecting Declarant or its Designee or Commercial Unit Owners. 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 Residential 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 Residential Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Residential 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 Residential Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit or Commercial Unit.

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or Sections 6.1, 6.2, 6.4.2, 6.4.3, 8.7(d) or (e), or 8.10 shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

ARTICLE 14

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 Commercial 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 Commercial Section and Commercial 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.

SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The sidewalks, 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 and Cabana Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface and drains of any terrace appurtenant to a Residential Unit or Cabana 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. Any determination as to what constitutes a good state of preservation and cleanliness for any Residential Unit Owner's terrace or Cabana Unit shall be within the sole but reasonable discretion of the Residential Board.

6. No window guards 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. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements. No window frames or mullions may be removed, altered or replaced without the written consent of the Residential Board.

7. No radio, television aerial, satellite dish or similar device 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 required by law.

8. No heat, ventilator or air conditioning device or window fan 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 or other equipment, furniture or other personal articles 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 Residential Section. 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), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board in its sole discretion, at any time. In no event shall any Residential Unit Owner maintain more than two (2) pets in a Residential Unit (other than fish) without the consent of the Residential Board nor shall any bird,

reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. 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. The Board of Managers shall have the right to prohibit an animal from residing or visiting the Building if, in the Board's judgment, such animal creates a nuisance, health hazard or an unsanitary condition.

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 Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

23. 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 Resident 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).

24. No vehicle belonging to a Residential Unit Owner or to a member of the family guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to or prevent ready access to any entrance to or exit from the Building by another vehicle.

25. Complaints regarding the services of the Residential Section shall be writing to the Residential Board or to the managing agent of the Residential Section.

26. 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 of the discretion of the Residential Board, be conditional.

27. 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 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 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.

28. Except as permitted under the 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 roof of the Building.

29. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.

30. 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.

31. 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.

32. Nothing shall be done or kept in any Residential Unit, Cabana Unit or in the General, Residential 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, Residential 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, Residential or Limited Common Elements.

33. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

34. 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 Residential Board or the managing agent of the Residential Section.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. Plantings on any terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. No planter shall be placed on any private terrace area or Cabana Unit if it exceeds a capacity of 2 cubic feet or if it imposes a load exceeding 60 pounds per square foot, without the express written consent of the Board and, if required, the New York City Department of Buildings. No installation of any planters shall be permitted on the roofs of any penthouse bulkheads.

41. No Residential Unit Owner or any of his family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Residential Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Residential Limited Common Elements.

42. No personal items may be left in lockers, except while using the swimming pool.

43. A Storage Bin may be only used by the Residential Unit Owner or by a lessee of the Residential Unit to which the such Storage Bin has been licensed, pursuant to the Storage Bin License Agreement.

44. Portions of all curtains, drapes, shades or blinds ("Window Treatments") in each Unit which are visible from the exterior of the Building shall be white to give the Building a uniform exterior appearance. Such Window Treatments shall be hung from each such window within sixty (60) days of the Closing Date, unless otherwise provided by the Board in writing. Notwithstanding the foregoing, under no circumstances shall newspapers, blankets, bed sheets, clothes or other articles of any kind be hung in such windows in lieu of Window Treatments.

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

WILLIAMSBURG WATERFRONT HOMEOWNERS ASSOCIATION, INC.

Declaration of Covenants, Restrictions, Easements, Charges and Liens (the "Declaration") made as of the ___ day of August 2008 by the board of managers of The 1 Northside Piers Condominium ("Declarant" or "1 Northside Piers Manager"), having its principal office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538.

WITNESSETH:

WHEREAS, 1 Northside Piers Manager is charged with legal and administrative oversight over the land and improvements constructed thereon, located at 1 Northside Piers, Brooklyn, New York, Block 2340, Lots 1101-1281 (formerly Lots 2, 5, 6, 7 and 8), as shown on the tax map of the City of New York ("1 Northside Piers Premises"), and more particularly described in **Exhibit A**, attached hereto and made a part hereof.

WHEREAS, Kent Avenue Property 2 LLC ("KAP 2 Owner") is the fee owner of the land and improvements to be constructed thereon, located at 2 Northside Piers, Brooklyn, New York, Block 2340, Lot 3, as shown on the tax map of the City of New York ("KAP 2 Premises") and more particularly described in **Exhibit B** attached hereto and made a part hereof.

WHEREAS, Kent Avenue Property 3 LLC ("KAP 3 Owner") is the fee owner of the land and improvements to be constructed thereon, located at 176 Kent Avenue, Brooklyn, New York, Block 2340, Lot 4 and 10, as shown on the tax map of the City of New York ("KAP 3 Premises") and more particularly described in **Exhibit C** , attached hereto and made a part hereof.

WHEREAS, 1 Northside Piers Manager, KAP 2 Owner and KAP 3 Owner are referred to herein individually as an "Owner" and collectively as the "Owners."

WHEREAS, 1 Northside Piers Premises, KAP 2 Premises and KAP 3 Premises are individually referred to herein as a "Premises."

WHEREAS, by executing this Declaration, 1 Northside Piers Manager shall become a Member of Williamsburg Waterfront Homeowners Association, Inc. (the "Association").

WHEREAS, pursuant to a certain agreement by and between 1 Northside Piers Manager, KAP 2 and KAP 3 dated [redacted], 2008 (the "HOA Agreement"), upon the recording of a declaration of condominium affecting KAP 2 Premises, and KAP 3 Premises, respectively, with the New York City Registers Office in the County of Kings, City and State of New York, this Declaration shall be amended to provide that the Owner of such premises is a Member of the Association. Upon the closing of title to the first condominium unit in the KAP 2 Premises and the KAP 3 Premises, respectively, such Membership interest in the Association shall be automatically assumed by the board of managers of the Premises which is affected by such declaration of condominium.

WHEREAS, certain areas of land within the Property (as defined herein), as depicted on **Exhibit D** , are intended to be devoted to the common use of the Residents (as defined herein) of each Premises (the "Common Areas"). The Common Areas shall be maintained, repaired and replaced by the Association.

WHEREAS, certain facilities which are located at 1 Northside Piers Premises and are planned for construction at KAP 2 Premises, as depicted on **Exhibit D** and described more specifically in Section IV hereof ("Facilities") shall be made available for the use of all Residents and, shall be maintained, repaired and replaced by the Association.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of the Common Areas, and to this end desires to subject the Common Areas to the covenants, restrictions, easements, hereinafter set forth, each and all of which is and are for the benefit of it as the sole Member, and for future Members.

WHEREAS, the Declarant deems it desirable for the efficient preservation of the Common Areas to create an Association to which shall be delegated and assigned the powers of maintaining and administering such Facilities and improvements and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created ("Association Assessments").

WHEREAS, each Premises is currently encumbered by certain mortgage liens (such liens, as same may be supplemented, revised, amended, modified, extended and/or replaced, the "Mortgages") held by Citibank, N.A., having an address at One Court Square, 45th Floor/Zone 12, Long Island City, New York (its successors, assignees or the holder, from time to time of the Mortgages "Mortgagee"), which is executing this Declaration to evidence the subordination of the Mortgages to this Declaration.

WHEREAS, Declarants have incorporated the Williamsburg Waterfront Homeowners Association, Inc. under the Not-For-Profit Corporation laws of the State of New York for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Declarant has for itself and its successors and assigns, declared that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration shall, unless the context otherwise prohibits, have the meaning set forth below:

"**Association**" shall mean and refer to Williamsburg Waterfront Homeowners Association, Inc., a New York Not-for-Profit Corporation.

"**Board of Directors" or "Board**" shall mean the board of directors of the Association.

"**Building or Buildings**" shall mean and refer to all residential and mixed-use buildings situated upon the Property.

"**By-Laws**" shall mean the By-Laws of the Association as the same may be amended from time to time by the Members of the Association.

"**First Unit Closing**" shall the first closing of title by a bona fide purchaser of a condominium unit in a Building on the Property.

"**Member**" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article III.

"**Occupants**" shall mean the occupants of the 1 Northside Piers Premises, KAP 2 Premises, and KAP 3 Premises.

"**Property**" shall mean and refer to the property located in Brooklyn, New York on Block 2340, Lots 3, 4, 1101-1281 (formerly Lots 2, 5, 6, 7 and 8), being more particularly bounded and described in **Exhibit E** annexed hereto.

"**Residents**" shall mean the residents of the 1 Northside Piers Premises, KAP 2 Premises, and KAP 3 Premises.

"**Restrictive Declaration**" shall mean the declaration dated April 19, 2006, by Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC and Kent Garage 1 LLC, recorded on April 24, 2006 at CRFN 2006000227373, and any amendments thereto.

"**Waterfront Access Area" or "WAA**" shall mean the a shore public walkway, a pier and supplemental open space, as described more particularly in the Restrictive Declaration.

ARTICLE II. SUBJECT TO THIS DECLARATION

Section 1. The Common Areas shall be operated, maintained, repaired and replaced subject to this Declaration.

Section 2. **Additions to the Property by the Association.** In the event that additional property becomes available which may be beneficial to the Association, the annexation of such additional property shall require the assent of seven-ninths (7/9) of the total authorized votes of all Directors, at a meeting duly called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Members not present may give their written assent to the action taken thereat.

Section 3. **Mergers.** In the event of a merger or consolidation of the Association with another association, the Association's rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the rights and obligations of another

association may, by operation of law, be added to the Property and the Common Areas. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration on the Property and the Common Areas, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration on the Property and the Common Areas except as hereinafter provided.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

The Association shall have one class of Members, which shall be represented by the board of managers of each condominium situated on the Property. Each Member of the Association shall be entitled to designate three (3) directors of the Association. Each director of the Association shall be entitled to one (1) vote.

ARTICLE IV. PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. **Members' Easements of Enjoyment.** Subject to the provisions of Section 3 of this Article IV, each Member and its Residents (and such Resident's guests, licensees, tenants and invitees) shall have a right and easement of enjoyment with all other Residents in and to the Common Areas.

Section 2. **Preservation.** In order to preserve and enhance the value of the Common Areas, and all Facilities now or hereafter built or installed thereon, they shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The Association shall maintain, repair and replace the Common Areas, as required, and shall comply with the terms of the Restrictive Declaration.

Section 3. **Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to dedicate or transfer all or any part of the Property or the Common Areas to any other homeowners association for such purposes and subject to such conditions as maybe agreed to by seven-ninths (7/9) of the total authorized votes of all Directors .

(b) Each Member hereby reserves for itself, as well as grants and conveys to all other Member, for each Member's benefit, as well as for the benefit of such Member's Residents and Occupants and their respective agents, employees, contractors, guests, customers

and business invitees, a non-exclusive easement to use the Common Area driveways, curb cuts, and walkways on the Common Areas for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians, to and from the Buildings from time to time located on their respective Premises, subject to and in accordance with the terms of the By-Laws.

(c) Each Resident shall have an easement to utilize the following Facilities:

(i) The yoga room, massage room, and media room located within 1 Northside Piers Premises;

(ii) The swimming pool, hot tub, sauna, lounge and deck, and children's playroom located within KAP 2 Premises';

(iii) Such Facilities as determined by the Board of Directors.

Each Member grants to every adjoining Member an easement under and over an area directly adjoining the property line of the granting Member's Premises for incidental encroachments of footings for the support of foundations and of overhangs for roof projections or similar projections, and utility lines; provided, that such encroachments shall not interfere in any way with the actual use or the safety or stability of improvements on the granting Member's Premises, and shall not exceed one foot.

(d) The right of the Association to grant and reserve additional easements and rights-of-way, in, through, under, over and across the Property with the consent of seven-ninths (7/9) of the total authorized votes of all Directors .

(e) The right of the Association to take such steps as are reasonably necessary to protect the Property, including the Common Areas, against foreclosure.

Section 4. The easements granted under this Article IV shall be subject to the covenants and restrictions set forth in Article X of the By-Laws.

ARTICLE V. PROPERTY DEVELOPMENT AND THE PROPERTY

To the extent that any portion of the Common Areas extend onto any other tax lot it shall be deemed that the owner of such tax lot has granted a perpetual easement to the Association for continuing maintenance, repair, replacement and use of the Common Areas. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

ARTICLE VI. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien**. Each Member, whether or not it shall be expressed in a deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such Association Assessments as are fixed by the Association's Board of Directors and assessed to the Members as hereinafter provided. All sums assessed by the Association but unpaid, together with such interest thereon as is determined by the Board of Directors, shall be a charge and a continuing lien upon each Member's Premises against which each sum Association Assessment is made. Each such Association Assessment, together with interest thereon and cost of collection thereof, as hereinafter provided, shall also be an obligation of the Member at the time when the Association Assessment fell due.

Section 2. **Purpose of the Assessment.** The Association Assessments levied by the Association shall be used for the maintenance, repair and replacement of the Common Areas, the payment of taxes (if any), providing services to Residents and Occupants, the payment of other expenses associated with the operation of the Association, satisfying the obligations of the Restrictive Declaration, and any other purpose which the Board of Directors deems reasonable in its discretion.

Section 3. **Association Assessments.** The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing the Members thereon. The Board shall determine the total amount required as well as charges to cover any deficits from prior years. The total Association Assessments shall be assessed to and paid by the Declarant. However, once this Declaration is amended to include additional Members, each such Member shall pay Association Assessments in amount that shall be based on the ratio of the number of units in each Building on the Property.

The sum due the Association from the Members shall constitute an Association Assessment of the Board of Directors and unpaid Association Assessments shall constitute liens on the Member's Premises.

Section 4. **Due Dates; Duties of the Board of Directors.** All Association Assessments shall be payable monthly in advance or in installments as ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the Association Assessment against each Member and shall prepare a roster of the Members and Association Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member, the Board shall promptly furnish such Member a written statement of the unpaid charges due from such Member.

Section 5. **Effect of Non-Payment of Assessment; The Obligation of the Member; The Lien; Remedies of the Association.** If an Association Assessment is not paid on the date when due, as fixed by the Board of Directors, then such Association Assessment shall become delinquent and

shall, together with late charges and with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Premises in the hands of the Member, and its assigns. Such lien shall be prior to all other liens except (a) tax or assessment liens on each Premises by the taxing subdivision of any governmental authority, including but not limited to State and City taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Premises.

If the Association Assessment is not paid within thirty (30) days after the delinquency date, the Association Assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of New York and shall be subject to late charges as set in the manner provided for in the Association's By-Laws and the Association may bring an action at law against the Member obligated to pay the same. There shall be added to the amount of such Association Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Association Assessment as above provided and reasonable attorney's fees to be fixed by the court together with the cost of the action.

In the event that a Member defaults under this Declaration, the Association shall have the option of taking any and all administrative, legal and equitable remedies including, but not limited to, injunction compelling a Member to perform its obligation, pursuant to the By-Laws. In the event that a Member does not perform its obligation, each and every unit owner, if the Member's Premises is a condominium, shall be jointly and severally liable and their condominium unit subject to levy and execution or other enforcement procedure for the satisfaction of any monetary remedies of the Association, provided that such enforcement procedures shall be taken against all of the condominium units simultaneously, rather than against individual condominium units.

ARTICLE VII. ARCHITECTURAL CONTROL

Any Member which desires that alterations be made to any portion of the Common Areas located on such Member's Premises, or to any improvements within such Common Areas shall comply with the terms of Article XI of the By-Laws.

ARTICLE VIII. MAINTENANCE

Section 1. **Maintenance**. The Association shall be responsible for maintaining, repairing and replacing the Common Areas.

Section 2. **Access at Reasonable Hours.** For the sole purpose of performing the maintenance, repairs and replacements required by this Article, the Association, through its duly authorized agents and employees, shall have the right, on reasonable notice, to enter upon the Common Areas at reasonable hours, on any day except Sundays and holidays (except that in an emergency situation such notice need not be given and such work may be performed on such days).

Section 3. **Abatement of Nuisance.** The Association shall be responsible for the abatement of any nuisance due to the use the Common Areas that would have an adverse effect on the health, safety and welfare of any Residents or Occupants in any of the Buildings.

ARTICLE IX. INSURANCE

Insurance. The Board of Directors shall maintain public liability insurance, which may include officers and directors liability coverage to the extent obtainable, covering the Association against liability for any negligent act of commission or omission attributable to them which occurs on the Common Areas. All insurance premiums for such coverage shall be paid for by the Association.

ARTICLE X. USE OF THE COMMON AREAS

The use of the Common Areas shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and rules and regulations of the Board of Directors and the following covenants and restrictions:

1. No part of the Common Areas shall be used for a purpose other than for the purposes for which the Common Areas was designed without the vote of seven-ninths (7/9) of the total authorized votes of all Directors.

2. No immoral, improper, offensive, or unlawful use shall be made of the Common Areas nor any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

3. The Board of Directors may establish rules and regulations regarding the use of the Common Areas as it deems appropriate.

ARTICLE XI. GENERAL PROVISIONS

Section 1. **Beneficiaries of Easements, Rights and Privileges.** The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Association; and any Member may also grant the benefit of such easement, license, right or privilege to such Member's Residents and Occupants and guests for the duration of their tenancies or visits, subject to the rules and regulations that the Board of Directors may promulgate, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public, except as provided on **Exhibit D** and as provided in the Restrictive Declaration.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land of the Members, and shall inure to the benefit of and be enforceable by the Association, or any Member, their respective legal representatives, heirs, successors and assigns, for ninety-nine (99) years from the day that it is recorded with the New York City Register, County of Kings, unless otherwise expressly limited or extended herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years upon the vote of seven-ninths (7/9) of the total authorized votes of all Directors. This Declaration may be altered, amended or added to at any duly called meeting of Association Members provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of seven-ninths (7/9) of the total authorized votes of all Directors. Any amendment to this Declaration must be properly recorded in order to be effective.

Section 3. Voting with Less Than Three Members. During the period in which 1 Northside Piers Manager is the sole Member of the Association (i.e before the recording of a declaration of condominium for KAP 2 Premises), a vote of two-thirds (2/3) of the total authorized votes of all Directors shall be required in lieu of the seven-ninths (7/9) vote required herein. During the period in which 1 Northside Piers Managers and the board of managers of KAP 2 Premises are the sole Members of the Association (i.e before the recording of a declaration of condominium for KAP 3 Premises), a vote of four-sixths (4/6) of the total authorized votes of all Directors shall be required in lieu of the seven-ninths (7/9) vote required herein.

Section 4. Disposition of Assets upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, if any, shall be dedicated to another homeowners association devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association.

Section 5. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of such mailing.

Section 6. Administration. The administration of the Association shall be in accordance with the provisions of the Association By-Laws which are made a part of this Declaration and attached hereto as **Exhibit F**.

Section 7. Severability. Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereof and the same shall continue in full force and effect.

Section 8. **Enforcement.** The Association or any Member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, as provided in the By-Laws, against any Member violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Member violating these covenants and restrictions, and shall constitute a lien on the property of the Member, collectible in the same manner as Association Assessment hereunder.

Section 9. **Priority.** This Declaration shall be senior in priority to the lien of the Mortgages. Mortgagee is executing and delivering this Declaration for the sole and express purpose of evidencing the subordination of the liens of the Mortgages to this Declaration.

Section 10. **Notice of Default and Unpaid Assessments.** Whenever so requested in writing by a mortgagee of a Member, the Board of Directors shall promptly report to such mortgagee any default in the payment of Association Assessments or any other default by such Member under the provisions of this Declaration or the By-Laws of which the Board of Directors may have received notice. The Board of Directors, when giving notice to a Member of any such default, shall, if requested, also send a copy of such notice to any Mortgagee of such Member.

Section 11. **Headings.** The Section headings are inserted for convenience only and shall not affect construction of this Declaration.

Section 12. **Non-Waiver.** No delay or omission by any party hereto in exercising any right or power accruing upon any default, non–compliance or failure of performance of any of the provisions of this Declaration by any other party hereto shall be construed to be a waiver thereof. A waiver by any party hereto of any of the obligations of any other party shall not be construed to be a waiver of any subsequent breach of any other term, covenant or agreement set forth in this Declaration.

Section 13. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

Section 14. **Binding Effect.** This Declaration shall bind and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto. The terms and provisions of this Declaration shall be deemed to be "covenants running with the land" and shall benefit and bind each respective successor-in-title to the parties hereto with respect to their ownership, use and conveyance of any of the real property encumbered by this Declaration.

Section 15. **Counterparts.** This Declaration may be executed in separate counterparts and by each party separately on a separate counterpart, with each such counterpart, when so executed and delivered, to be an original. Such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration as of the day and year first above written.

The Board of Managers of The 1 Northside Piers Condominium

By:_____

Name: David Von Spreckelsen

Title: President

AGREED – for the express purposes set forth in Article XI, Section 9 above.

CITIBANK, N.A.

By: _____

Name:

Title:

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

On the ____ day of _____in the year 200___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

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

On the ____ day of _____in the year 200___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

EXHIBIT A

1 Northside Piers Premises

The Condominium Units as listed on Schedule B-1 annexed hereto (the "**Units**") in the building (the "**Building**") known as THE 1 NORTHSIDE PIERS CONDOMINIUM and by the street address of 1 Northside Piers, Borough of Brooklyn, County of Kings, City and State of New York, such Units being designated and described as Units in that certain Declaration, dated as of November 13, 2007 made by Kent Avenue Property 1-B LLC pursuant to Article 9-B of the Real Property Law of the State of New York establishing condominium ownership of the Building and the land (the "**Land**") upon which the Building is situate (which Land is more particularly described below) and was recorded in the Office of the Register of The City of New York (the "**Register's Office**") on November 28, 2007 as CRF# 2007000589984 (which Declaration, and any amendments thereto, are the "**Declaration**"). The Units are also designated as Tax Lots 1101-1281 in Block 2340 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Building certified by Fox & Fowle Architects, P.C., and filed with the Real Property Assessment Bureau of the City of New York as Condominium Plan No. 1979 and also filed in the Register's Office on November 28, 2007 as CRF# 2007000589985

TOGETHER with an undivided 100% interest in the Common Elements (as such term is defined in the Declaration) of THE 1 NORTHSIDE PIERS CONDOMINIUM;

Legal Description of the Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the center line of North 5th Street distant 221.99 feet northwesterly from the intersection of the center line of North 5th Street (60 feet wide) and the northwesterly side line of Kent Avenue (60 feet wide), as both streets are shown mapped on the Official Map of the City of New York;

RUNNING THENCE south 45 degrees 00 minutes 00 seconds west, 121.34 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 45.75 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 3.42 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 26.01 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 84.79 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 30.41 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 47.34 feet to a point;

THENCE north 45 degrees 00 minutes 00 seconds west, 152.24 feet to a point;

THENCE north 45 degrees 00 minutes 00 seconds east, 256.57 feet to the center line of North 5th Street; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street, 50.00 feet to the point or place of BEGINNING.

Being Block 2340 Lots 1101- 1281 (formerly Lots 2, 5, 6, 7 and 8) on the Tax Map of the Borough of Brooklyn, County of Kings, City of New York.

EXHIBIT B

KAP-2 Premises

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being bounded and described as follows:

BEGINNING at a point on the center line of North 5th Street distant 271.99 feet northwesterly from the intersection of the center line of North 5th Street with the northwesterly line of Kent Avenue, as both streets are shown mapped on the Official Map of the City of New York;

RUNNING THENCE south 45 degrees 00 minutes 00 seconds west, 197.35 feet;

THENCE north 45 degrees 00 minutes 00 seconds west, 149.90 feet;

THENCE north 23 degrees 51 minutes 15 seconds east, 77.03 feet;

THENCE north 54 degrees 59 minutes 55 seconds west, 28.56 feet;

THENCE north 35 degrees 00 minutes 00seconds east, 53.37 feet;

THENCE north 34 degrees 26 minutes 00seconds east, 48.65 feet;

THENCE north 35 degrees 01 minutes 50 seconds east, 30.54 feet to the center line of North 5th Street; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street, 229.30 feet to the point or place of BEGINNING.

BEING Block 2340 Lot 3 on the Tax Map of the Borough of Brooklyn, County of King, City of New York.

EXHIBIT C

KAP-3 Premises

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being bounded and described as follows:

BEGINNING at a point in the center line of North 5th Street distant 501.29 feet northwesterly from the intersection of the center line of North 5th Street with the northwesterly line of Kent Avenue, as both streets are shown mapped on the Official Map of the City of New York;

RUNNING THENCE south 35 degrees 01 minute 50 seconds west, 30.54 feet;

THENCE south 34 degrees 26 minutes 00 seconds west, 48.65 feet;

THENCE south 35 degrees 00 minutes 00 seconds west, 53.37 feet;

THENCE south 54 degrees 59 minutes 55 seconds east, 28.56 feet;

THENCE south 23 degrees 51 minutes 15 seconds west, 77.03 feet;

THENCE south 45 degrees 00 minutes 00 seconds east, 149.90 feet;

THENCE south 45 degrees 00 minutes 00 seconds west, 59.22 feet;

THENCE south 45 degrees 00 minutes 00 seconds east, 159.83 feet;

THENCE south 55 degrees 18 minutes 34 seconds east, 113.99 feet to the northwesterly line of Kent Avenue;

THENCE south 45 degrees 00 minutes 00 seconds west along the northwesterly line of Kent Avenue, 97.50 feet;

THENCE north 45 degrees 00 minutes 00 seconds west, 368.82 feet;

THENCE north 55 degrees 24 minutes 00 seconds west, 103.44 feet;

THENCE south 41 degrees 57 minutes 43 seconds west, 28.60 feet;

THENCE north 33 degrees 36 minutes 22 seconds west, 45.56 feet;

THENCE north 45 degrees 03 minutes 35 seconds west, 323.70 feet to the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE north 32 degrees 56 minutes 16 seconds east along said Pier Line established by Chapter 299 of the Laws of 1891, 380.64 feet to the center line of North 5th Street; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street 415.67 feet to the point or place of BEGINNING.

BEING Block 2340 Lot 4 on the Tax Map of the Borough of Brooklyn, County of King, City of New York.

and

ALL that certain plot, piece or parcel of land or submerged land, together with the improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point in the center line of North 5th Street (60 feet wide) distant 498.10 feet northwesterly from the intersection of the center line of North 5th Street with the northwesterly line of Kent Avenue (60 feet wide);

RUNNING THENCE south 42 degrees 05 minutes 46 seconds west, 44.65 feet to a point;

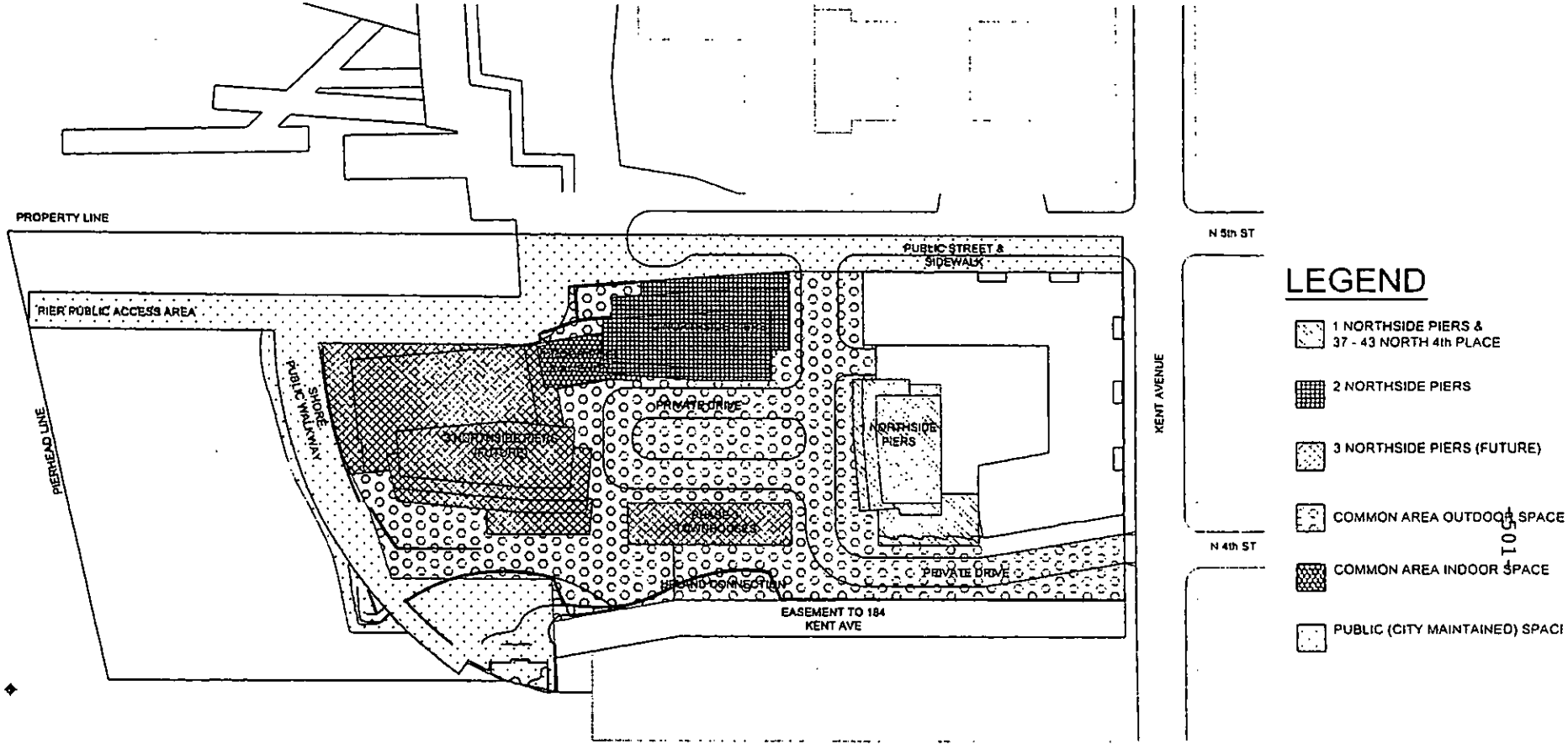
THENCE north 44 degrees 41 minutes 36 seconds west, 412.06 feet to a point on the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE north 32 degrees 56 minutes 16 seconds east along the Pier Line, 43.34 feet to a point; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street, 418.85 feet to the point or place of BEGINNING.

BEING Block 2340 Lot 10 on the Tax Map of the Borough of Brooklyn, County of King, City of New York.

EXHIBIT D



NORTHSIDE PIERS SITE COMPONENTS - ALL PHASES COMPLETE

NORTHSIDE PIERS

1/80" = '
25 JUNE 2

FXFOWL

05010.002

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EXHIBIT E

1 Northside Piers Premises

The Condominium Units as listed on Schedule B-1 annexed hereto (the "**Units**") in the building (the "**Building**") known as THE 1 NORTHSIDE PIERS CONDOMINIUM and by the street address of 1 Northside Piers, Borough of Brooklyn, County of Kings, City and State of New York, such Units being designated and described as Units in that certain Declaration, dated as of November 13, 2007 made by Kent Avenue Property 1-B LLC pursuant to Article 9-B of the Real Property Law of the State of New York establishing condominium ownership of the Building and the land (the "**Land**") upon which the Building is situate (which Land is more particularly described below) and was recorded in the Office of the Register of The City of New York (the "**Register's Office**") on November 28, 2007 as CRF# 2007000589984 (which Declaration, and any amendments thereto, are the "**Declaration**"). The Units are also designated as Tax Lots 1101-1281 in Block 2340 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Building certified by Fox & Fowle Architects, P.C., and filed with the Real Property Assessment Bureau of the City of New York as Condominium Plan No. 1979 and also filed in the Register's Office on November 28, 2007 as CRF# 2007000589985

TOGETHER with an undivided 100% interest in the Common Elements (as such term is defined in the Declaration) of THE 1 NORTHSIDE PIERS CONDOMINIUM;

Legal Description of the Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the center line of North 5th Street distant 221.99 feet northwesterly from the intersection of the center line of North 5th Street (60 feet wide) and the northwesterly side line of Kent Avenue (60 feet wide), as both streets are shown mapped on the Official Map of the City of New York;

RUNNING THENCE south 45 degrees 00 minutes 00 seconds west, 121.34 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 45.75 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 3.42 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 26.01 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 84.79 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 30.41 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 47.34 feet to a point;

THENCE north 45 degrees 00 minutes 00 seconds west, 152.24 feet to a point;

THENCE north 45 degrees 00 minutes 00 seconds east, 256.57 feet to the center line of North 5th Street; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street, 50.00 feet to the point or place of BEGINNING.

Being Block 2340 Lots 1101- 1281 (formerly Lots 2, 5, 6, 7 and 8) on the Tax Map of the Borough of Brooklyn, County of Kings, City of New York.

KAP-2 Premises

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being bounded and described as follows:

BEGINNING at a point on the center line of North 5th Street distant 271.99 feet northwesterly from the intersection of the center line of North 5th Street with the northwesterly line of Kent Avenue, as both streets are shown mapped on the Official Map of the City of New York;

RUNNING THENCE south 45 degrees 00 minutes 00 seconds west, 197.35 feet;

THENCE north 45 degrees 00 minutes 00 seconds west, 149.90 feet;

THENCE north 23 degrees 51 minutes 15 seconds east, 77.03 feet;

THENCE north 54 degrees 59 minutes 55 seconds west, 28.56 feet;

THENCE north 35 degrees 00 minutes 00seconds east, 53.37 feet;

THENCE north 34 degrees 26 minutes 00seconds east, 48.65 feet;

THENCE north 35 degrees 01 minutes 50 seconds east, 30.54 feet to the center line of North 5th Street; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street, 229.30 feet to the point or place of BEGINNING.

BEING Block 2340 Lot 3 on the Tax Map of the Borough of Brooklyn, County of King, City of New York.

KAP-3 Premises

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being bounded and described as follows:

BEGINNING at a point in the center line of North 5th Street distant 501.29 feet northwesterly from the intersection of the center line of North 5th Street with the northwesterly line of Kent Avenue, as both streets are shown mapped on the Official Map of the City of New York;

RUNNING THENCE south 35 degrees 01 minute 50 seconds west, 30.54 feet;

THENCE south 34 degrees 26 minutes 00 seconds west, 48.65 feet;

THENCE south 35 degrees 00 minutes 00 seconds west, 53.37 feet;

THENCE south 54 degrees 59 minutes 55 seconds east, 28.56 feet;

THENCE south 23 degrees 51 minutes 15 seconds west, 77.03 feet;

THENCE south 45 degrees 00 minutes 00 seconds east, 149.90 feet;

THENCE south 45 degrees 00 minutes 00 seconds west, 59.22 feet;

THENCE south 45 degrees 00 minutes 00 seconds east, 159.83 feet;

THENCE south 55 degrees 18 minutes 34 seconds east, 113.99 feet to the northwesterly line of Kent Avenue;

THENCE south 45 degrees 00 minutes 00 seconds west along the northwesterly line of Kent Avenue, 97.50 feet;

THENCE north 45 degrees 00 minutes 00 seconds west, 368.82 feet;

THENCE north 55 degrees 24 minutes 00 seconds west, 103.44 feet;

THENCE south 41 degrees 57 minutes 43 seconds west, 28.60 feet;

THENCE north 33 degrees 36 minutes 22 seconds west, 45.56 feet;

THENCE north 45 degrees 03 minutes 35 seconds west, 323.70 feet to the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE north 32 degrees 56 minutes 16 seconds east along said Pier Line established by Chapter 299 of the Laws of 1891, 380.64 feet to the center line of North 5th Street; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street 415.67 feet to the point or place of BEGINNING.

BEING Block 2340 Lot 4 on the Tax Map of the Borough of Brooklyn, County of King, City of New York.

and

ALL that certain plot, piece or parcel of land or submerged land, together with the improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point in the center line of North 5th Street (60 feet wide) distant 498.10 feet northwesterly from the intersection of the center line of North 5th Street with the northwesterly line of Kent Avenue (60 feet wide);

RUNNING THENCE south 42 degrees 05 minutes 46 seconds west, 44.65 feet to a point;

THENCE north 44 degrees 41 minutes 36 seconds west, 412.06 feet to a point on the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE north 32 degrees 56 minutes 16 seconds east along the Pier Line, 43.34 feet to a point; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street, 418.85 feet to the point or place of BEGINNING.

BEING Block 2340 Lot 10 on the Tax Map of the Borough of Brooklyn, County of King, City of New York.

EXHIBIT F

BY-LAWS

OF

WILLIAMSBURG WATERFRONT HOMEOWNERS ASSOCIATION, INC.,

A New York Not-for-Profit Corporation

ARTICLE I. NAME, LOCATION AND PRINCIPAL OFFICE

These are the By-Laws of Williamsburg Waterfront Homeowners Association Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at 1 Northside Piers (also known as 4 North 5th Street), Brooklyn, New York.

ARTICLE II. DEFINITIONS

The following words when used in these By-laws shall, unless the context otherwise prohibits, have the meanings set forth below:

"1 Northside Piers Manager" shall mean the board of managers of The 1 Northside Piers Condominium.

"1 Northside Piers Premises" shall mean the premises located at 1 Northside Piers, 37 North 4th Place, 39 North 4th Place, 41 North 4th Place and 43 North 4th Place, Brooklyn, New York, Block 2340, Lots 1101-1281, as shown on the tax map of the City of New York, being more particularly bounded and described in **Exhibit A** annexed hereto and made a part hereof.

"Association" shall mean and refer to Williamsburg Waterfront Homeowners Association, Inc., a New York Not-for-Profit Corporation.

"Board of Directors" or "Board" shall mean the board of directors of the Association.

"Building" or "Buildings" shall mean and refer to the residential and mixed-use buildings situated upon the Property.

"By-Laws" shall mean the By-Laws of the Association as the same may be amended from time to time by the Members of the Association.

"Common Areas" shall mean and refer to certain areas of land within the Property that are intended to be devoted to the common use of the Members of the Property and, in designated areas,

to the general public, as shown on **Exhibit D**.

"Declaration" shall mean the Declaration of Covenants, Restrictions, Easements, Charges and Liens of Williamsburg Waterfront Homeowners Association, Inc.

"Director" shall mean a person elected or designated to the Board of Directors by a Member.

"First Unit Closing" shall the first closing of title with a bona fide purchaser of a condominium unit in a Building on the Property.

"KAP 2 Premises" shall mean the premises located at 2 Northside Piers, Brooklyn, New York, Block: 2340 Lot: 3, as shown on the tax map of the City of New York, being more particularly bounded and described in **Exhibit B** annexed hereto and made a part hereof.

"KAP 2 Owner" shall mean Kent Avenue Property 2 LLC.

"KAP 3 Premises", shall mean the premises located at 176 Kent Avenue (to be known as 3 Northside Piers), Brooklyn, New York, Block: 2340 Lots: 4 and 10, as shown on the tax map of the City of New York, being more particularly bounded and described in **Exhibit C** annexed hereto and made a part hereof.

"KAP 3 Owner shall mean Kent Avenue Property 3 LLC.

"Managing Agent" shall mean a firm employed by the Board of Directors pursuant to these By-Laws, which shall undertake to perform the duties and services that the Board of Directors shall direct and who shall have whatever powers the Board of Directors shall delegate.

"Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article VI.

"Occupants" shall mean the occupants of 1 Northside Piers Premises, KAP 2 Premises, and KAP 3 Premises.

"Owner" or "Owners" shall mean 1 Northside Piers Manager, KAP 2 Owner and/or KAP 3 Owner.

"Property" shall mean and refer to the property, as more particularly bounded and described in **Exhibit E** annexed hereto.

"Residents" shall mean the residents of the 1 Northside Piers Premises, KAP 2 Premises, and KAP 3 Premises.

"Restrictive Declaration " shall mean the declaration dated April 19, 2006, by Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC and Kent Garage 1 LLC, recorded on April 24, 2006 at CRFN 2006000227373, and any amendments thereto.

"Upland Connection" shall mean the road running from the east side of the East River to Kent Avenue, as depicted in **Exhibit D**.

"Waterfront Access Area" or "WAA" shall mean the a shore public walkway, a pier and supplemental open space.

ARTICLE III. PURPOSE

The Association is formed to operate, maintain, replace, and repair the Common Areas and comply with the terms of the Restrictive Declaration.

ARTICLE IV. APPLICABILITY

All present and future Members shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members.

ARTICLE V. USE OF THE COMMON AREAS

The Upland Connection and the WAA, as depicted on the drawing located at **Exhibit D,** shall be open for the use and enjoyment by the general public, pursuant to the terms of the Restrictive Declaration. The remainder of the Common Areas shall be open for the sole and exclusive use and enjoyment of the Residents and their guests.

ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership**. The Association shall have one class of Members. Pursuant to that certain agreement by and between 1 Northside Piers Manager, KAP 2 Owner and KAP 3 Owner dated [redacted], 2008 (the "HOA Agreement"), upon the recording of a declaration of condominium affecting KAP 2 Premises and KAP 3 Premises, respectively, with the New York City Register's Office in the County of Kings, City and State of New York, this Declaration shall be amended to provide that the Owner of such premises shall be a Member of the Association. Upon the First Unit Closing of a condominium unit in the KAP 2 Premises and the KAP 3 Premises, respectively, such Membership interest in the Association shall be automatically assumed by the board of managers of the Premises which is affected by such declaration of condominium. The board of managers of the condominium of each Premises shall annually elect or designate three (3) Directors of the Association. Each Director shall be entitled to one vote.

Section 2. **Suspension of Membership**. The rights of membership are subject to the payment of periodic assessments levied by the Board of Directors ("Association Assessments"), the obligation of which Association Assessment shall be imposed against each Member and shall become a lien upon the Property of the Member pursuant to the terms of the Declaration. During

any period in which a Member shall be in default in the payment of any Association Assessment levied by the Association, the Member's rights (and therefore the Residents who derive their rights through said Member) to use the Common Areas and/or commonly used facilities, such as, but not limited to, the swimming pool and the common terrace located in KAP 2 Premises (as depicted on **Exhibit D**) may be suspended by the Board of Directors until such Association Assessment has been paid. Such rights of a Member may be suspended, after notice and a hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations.

ARTICLE VII. QUORUM, PROXIES AND WAIVERS

Section 1. **Quorum**. Seven-ninths (7/9) of the total authorized votes of all Directors present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by law, by the Declaration, the Certificate of Incorporation of the Association or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting. At least five (5) days written notice of such adjourned meeting shall be given to all Members. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting, at least a majority of the Directors (i.e. at least 5 persons) shall constitute a quorum.

Section 2. **Vote Required to Transact Business**. When a quorum is present at any meeting, the vote of a majority of the Directors present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members, unless the question is one upon which by express provision of law, the Declaration, the Certificate of Incorporation of the Association or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Notwithstanding the foregoing, the following matters may be submitted to arbitration in accordance with the provisions of Article XVI by any Member: (1) if there is no majority vote on a matter within sixty (60) days after submission of such matter to the Board of Directors by a Member of the Board of Directors; (ii) upon the request of any Member wishing to appeal a decision of the Board of Directors to assess a Negligence Payment (as defined herein) against such Member; and, (iii) upon the request of any Member who disagrees with a decision of the Board of Directors with respect to the manner and standards of management and operation of the Common Areas, provided that the matter in question is claimed to result in (x) a decrease in service (except if caused by any generally applicable requirement of any governmental authority), or (y) unequal benefits to all of the Premises served by such Common Areas.

Section 3. **Right to Vote**. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 4. **Proxies**. All proxies shall be in writing and shall be filed with the Secretary of the Association prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 5. **Waiver and Consent**. Wherever the vote of the membership at a meeting is required or permitted by law or by any provision of the Declaration, the Certificate of Incorporation of the Association or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 6. **Place of Meetings**. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

Section 7. **Annual Meetings**. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meeting the membership a Board of Directors shall be elected by ballot or designated in accordance with the requirements of Article VIII of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

Section 8. **Special Meetings**. It shall be the duty of the President of the Association to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the President or Secretary of the Association of a petition signed by a majority of the Directors.

Section 9. **Notice of Meetings**. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 10. Order of Business. The order of business at all meetings shall be as follows:

(a) Roll call

(b) Proof of notice of meeting or waiver of notice

(c) Reading of minutes of preceding meeting

(d) Report of officers

(e) Report of committees

(f) Appointment of inspectors of election (in the event there is an election)

(g) Election of Directors (in the event there is an election)

(h) Unfinished business

(i) New business

ARTICLE VIII. BOARD OF DIRECTORS

Section 1. Number and Term. An initial Board consisting of three (3) Directors shall be designated by 1 Northside Piers Manager. In accordance with Section 2 hereof, the number of Directors which shall ultimately constitute the entire Board shall be nine (9). At the annual meeting and at all subsequent meetings, the Members shall designate Directors to serve for one-year terms and until their successors have been duly designated and qualified. As required by law, each Director shall be at least eighteen years of age.

Section 2. Designation or Election of Directors. 1 Northside Piers Manager shall elect or designate the initial Director of the Board. Upon the First Unit Closing of KAP 2 Premises and KAP 3 Premises, respectively, the boards of managers of KAP 2 Premises and KAP 3 premises, respectively, shall each be entitled to elect or designate three (3) Directors.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, the affected Member may designate a replacement.

Section 4. Removal. Directors may be removed with or without cause by an affirmative vote of seven-ninths (7/9) of the Directors.

Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by law, the Declaration, the Certificate of Incorporation or by these By-Laws, directed or required to be exercised or done by the Members personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy Association Assessments to cover the cost of operating, maintaining, preserving, repairing and replacing the Common Areas and for the purpose satisfying the obligations of the Association pursuant to the Restrictive Declaration, payable in installments as the Board shall determine. The Board of Directors may increase the Association Assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses;

2. To make repairs, restore or alter the Common Areas after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

3. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts;

4. To collect, receive, administer, protect, invest and dispose of funds;

5. To collect delinquent Association Assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the rules and regulations herein referred to;

6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and all amendments to each Member. Such rules and regulations may, without limiting the foregoing, include reasonable limitations on the use of the Common Areas by guests of the Residents as well as reasonable admission and other fees for such use;

7. To employ workmen, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance and other services and generally to have the power of Directors in connection with the matters hereinabove set forth;

8. To bring and defend actions by or against one or more Members and pertinent to the operation of the Association, and to assess special assessments to pay the cost of such litigation;

9. To bring and defend actions and negotiate and settle claims to recover fees or assessments owed to the Association pursuant to the Restrictive Declaration;

10. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the Common Areas;

11. To comply with the obligations under the Restrictive Declaration to maintain the Upland Connection, to pay the Annual WAA maintenance Payment, to renew and maintain the WAA Maintenance Security and to renew and maintain the Upland Connection Maintenance Security, as set forth in the Restrictive Declaration.

12. To exercise any and all such powers as may be necessary or appropriate for purposes of this Declaration and as may be granted to the Association in furtherance of the Association's purposes pursuant to the New York Not-For-Profit Corporation Law.

13. To promulgate and enforce parking regulations within the Common Areas as required.

(b) The Board of Directors may, by resolution or resolutions, passed by a majority of the Directors, designate one or more committees, each of such committee to consist of at least one (1) person from each Member to exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided that the resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, the Board of Directors may not, without the prior written consent of seven-ninths (7/9) of the Directors: (i) make any addition, alteration or improvement to the Common Areas, or (ii) assess any Association charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, or (iii) enter into any contract to add services, or (iv) borrow money on behalf of the Association, or (v) purchase any materials, equipment or other goods costing in excess of $10,000.

(d) Notwithstanding anything to the contrary, the Declaration or these By-Laws, if any repair and/or replacement is necessitated by the negligence or willful misconduct of a Member (the "Negligent Member") or its officers, agents, servants, employees, contractors, licensees or invitees, then the Negligent Member shall bear the cost of such repair and/or replacement, and such cost shall not be included in Association Assessments. The foregoing shall not be construed as a waiver of any rights that the Member of a damaged Premises may have against a Negligent Member. The Negligent Member shall pay to the affected Member the entire cost of such repair and or replacement, or monthly progress payments based on the Managing Agent's requisitions if the cost of such repair or replacement exceeds $100,000, within ten (10) days after the submission of a statement by the affected Member to the Negligent Member. All payments made pursuant to the preceding sentence are referred to herein as a "Negligence Payments." If the Negligent Member disputes the amount of the cost of the repair and/or replacement or its responsibility to pay such cost, such matter shall be determined by the Board of Directors, and, except in the case of an emergency, the repair and/or replacement shall not be performed until such determination is made. The

Negligent Member, the other Members, Owners, and the Managing Agent of the Property, if any, shall be bound by such determination, except as otherwise provided with respect to the arbitration of the Board of Director's decision.

(e) Notwithstanding anything to the contrary in the Declaration or these By-Laws, Association Assessments shall not include the costs and expenses incurred for the repair of any damage or destruction to a Common Area resulting from a casualty or from a taking by condemnation or eminent domain. Such costs and expenses shall be paid by the Member of the Premises in question, regardless of the extent to which insurance proceeds or condemnation awards, if any, are available for that purpose. Any insurance proceeds or condemnation awards received by such Member and allocable to such repair shall be held in trust by such Member for that purpose, and shall not be commingled with any other monies of such Member but shall be deposited in a special account in a commercial bank licensed to do business in New York State selected by such Member, and such Member shall notify the other Members and the Managing Agent of the name and address of such bank. Such repair shall be performed by such Member unless the Member requests to Managing Agent to do so, in which event the Member shall pay to the Managing Agent, whether by means of such proceeds or condemnation awards or other funds of the Member, the entire cost of such repair, or monthly progress payments based on the Managing Agent's requisitions, if the cost of such repair exceeds $100,000, within ten days after the submission of a statement of such costs by the Managing Agent to such Member. If the repair cost is less than the amounts paid by such Member to the Managing Agent with respect thereto under this Section, the Managing Agent shall promptly refund such excess to such Member. All payments to the Managing Agent pursuant to this Section are referred to in these By-Laws as "Casualty Payments."

Section 6. Duties.

The Board of Directors shall have the following duties and authority:

(a) To review and approve or modify the proposed budget prepared by the Managing Agent for Association Assessments for each operating year (the "Operating Year") of the Association, and to review, approve or modify any amendments to the approved budget for such Operating Year (hereinafter, the "Budget") which the Managing Agent or a Member proposes from time to time during the Operating Year. The Managing Agent shall submit the Budget for the first Operating Year at least 90 days before the commencement date for such Operating Year, and after the first Operating Year, shall submit a proposed Budget for each succeeding Operating Year on or before the first day of November preceding such Operating Year. The Budget shall set forth for each month of the Operating Year in question the estimated operating expenses (each, an "Operating Expense") and any proposed expenses for capital repairs (each, a "Capital Expense") for each Common Area which has been substantially completed or is anticipated to be substantially completed during the applicable Operating Year. The Budget shall be broken down into sufficient detail to show, on a line item basis, the various types of Operating and Capital Expenses. The Board of Directors shall approve or reject a proposed Budget within 45 days after submission by the Managing Agent, and a proposed revision to the Budget within 15 business days after submission of such proposed revision. The Board of Directors may approve a Budget or amendment in part,

while rejecting one or more items of Operating Expense or Capital Expense therein. Any Member of the Board of Directors shall have the right to propose an amendment to the Budget. In each case of rejection of the Budget proposed by the Managing Agent, the Board of Directors shall set forth its reasons for rejection in a notice to the Managing Agent, and the Managing Agent shall submit a revised Budget no later than 15 business days after receipt of such notice.

(b) To monitor the performance of the Managing Agent, and in connection therewith (and without limitation of the foregoing), (i) to approve the Managing Agent's specifications and any changes to previously approved specifications for the cleaning and maintenance of the Common Areas; (ii) to approve any rules and regulations suggested by the Managing Agent ; (iii) to approve Common Area operating procedures, requirements and standards suggested by the Managing Agent, and to initiate changes and modifications with respect to the same; and, (iv) to determine whether there has been a failure of performance by the Managing Agent .

(c) To monitor the performance by the Members their obligations under the Declaration and these By-Laws.

(d) In the name of the Members and Residents and Occupants, to elect to block dedication to New York City of any portion of the Common Areas for public use, or to elect to make such dedication.

(e) On behalf of the Members, to assert against any Member the rights of enforcement granted to the Members under the Declaration and these By-Laws.

Section 7. Association Assessments.

(A) The Operating Expenses and Capital Expenses incurred in operating and maintaining the Common Area (other than real estate taxes and insurance premiums with respect to such areas, which shall be borne and paid directly by the Members or Residents of the Premises on which each of such Common Areas are located) shall be shared by the Members. For each Operating Year or part thereof, the Member of each Premises shall pay its respective of Association Assessments as set forth in the Budget, as the same may be amended from time to time. The Members' respective shares of the Association Assessments shall be based on the ratio of the number of units in each Building on the Property. Each such Member is sometimes referred to in these By-Laws as an "Obligated Member," or collectively as the "Obligated Members." Notwithstanding the foregoing, no Owner shall be obligated to pay Association Assessments until the phase of construction for the Owner's premises is substantially complete and monthly common charges are assessed to unit owners in such Building.

(B) The amount of each Obligated Member's share of the Association Assessment for any Operating Year shall be based upon the aggregate Association Assessment set forth in the Budget with respect to the applicable Operating Year, as the same maybe revised from time to time in accordance with these By-Laws, less the aggregate of all (i) revenues, if any, received from the operation of the Common Elements ("Revenues"), (ii) Negligence Payments, as hereinafter defined, and (iii) Casualty Payments, as hereinafter defined. If in any Operating Year the aggregate of Revenues, Negligence Payments, and Casualty Payments exceeds the aggregate Association Assessment actually paid by the Obligated Members for such period, such excess shall be refunded to each Obligated Member in the same proportion as such Member's share of the Association Assessment.

Section 8. Failure of Payment.

(a) If any Member fails to pay any installment of its Association Assessments, or make any other payment required of it under these By-Laws, within ten (10) days after the due date for such payment, a late charge equal to 5% on the overdue sum (the "Late Charge Payment") shall become due and payable to the party entitled to such overdue payment, as liquidated damages for the administrative costs and expenses incurred by such party by reason of such Member's failure to make prompt payment, and such Late Charge Payment shall be payable by such Member on demand. No failure by the party entitled to such payment to insist upon the strict performance by such Member of its obligations to pay late charges shall constitute a waiver by such party of its right to enforce the provisions of this section in any subsequent instance. In addition to the foregoing, any payment which is more than thirty (30) days overdue shall bear interest at the prime rate as announced from time to time in the *Wall Street Journal,* plus of 5%.

(b) The responsibility to enforce the obligations of any Member that has failed to pay any sums due under these By-Laws shall initially rest with the Board of Directors, which shall have the authority to act on behalf of all of the non-delinquent Members in enforcing, on behalf of the non-delinquent Members, a failure of payment by a delinquent Member. Notwithstanding the foregoing, in the event that a non-delinquent Obligated Member requests the Board of Directors to enforce the obligations of a delinquent Member and the Board of Directors fails to act within sixty (60) days following such request, then such requesting Member may bring an action in its own name, as provided in Article XVII hereof.

(c) If any Member fails to pay any installment of its Association Assessments or make any other payment required of it under this Article within thirty (30) days after notice of such failure from the party entitled to such payment, then the overdue sum, together with the amount of accrued and unpaid late charges and interest thereon, shall become a lien against the interest of such Member in its Premises upon the filing of record of a notice of lien by the party entitled to such overdue payment, and such party shall promptly notify all other Members of such filing. To the extent permitted by law, such lien shall be evidenced, enforced, discharged or removed as an equitable lien under the laws of the State of New York, and notice of such lien shall be recorded in the office of the King's County Clerk's Office, City of New York, or any governmental authority which is the successor thereto, and any action or proceeding to enforce such lien may be brought by the party entitled to such overdue payment.

(d) If any Member fails to pay any installment of its Association Assessment, or to make any other payment required of it under this section, and as a result of such failure a lien is filed against the Premises by another Member, then at the election of such other Member the delinquent Member shall (i) cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, or reimburse such other Member for the costs and expenses incurred by such other Member to obtain such discharge itself; and (ii) indemnify, defend and save such other Member harmless from and against all liabilities, suits, obligations, fines, damages, penalties, clauses, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon, incurred by or asserted against such other Member by reason of such lien.

Section 9. **Compensation**. Directors and officers, as such, shall receive no compensation for their services, but shall be entitled to be reimbursed for reasonable expenses incurred in their performance of their duties, as approved by the Board.

Section 10. **Meetings.**

(a) The first meeting of the Board of Directors which has been newly designated by the Members shall be held immediately upon adjournment of the meeting at which they were designated, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without specific notice.

(c) Special meetings of the Board may be called by the President of the Association on two (2) days' notice to each Director either personally, by mail, by telefax or by e-mail. Special meetings shall be called by the President or the Secretary of the Association in a like manner and on like notice on the written request of at least two (2) Directors.

(d) Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by the Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. **Annual Statement**. The Board shall furnish to all Members and shall present annually (at the annual meeting) and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Members and a notice of the holding of the annual meeting of the Association Members.

Section 12. **Fidelity Bonds**. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

ARTICLE IX. OFFICERS

Section 1. **Officers**. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. Each officer must be a Resident of at least one Building.

Section 2. **Election**. The Board of Directors, at its first meeting after each annual meeting of Association Member, shall elect or appoint a President, a Vice President, and a Secretary and a Treasurer.

Section 3. **Appointive Officers**. The Board may appoint such other officers and agents as the Board shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined form time to time by the Board.

Section 4. **Term**. The officers shall hold office for a period of one (1) year or until their successors are chosen and qualify in their stead. All officers may hold office for multiple successive terms. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of seven-ninths (7/9) of the Directors present at such meeting, provided prior notice was given to all Board Members that this item was on the agenda for such meeting. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. **The President**. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 6. **The Vice President**. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act, and shall

have such powers and duties as are usually vested in the office of Vice President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 7. **The Secretary**. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of Association Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision the Secretary shall be.

Section 8. **The Treasurer**. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association including the vouchers for such disbursements, and shall deposit all monies, and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. These duties may also be exercised by the Managing Agent, if any. However, such Managing Agent shall not replace the Treasurer.

The Treasurer shall disburse the funds of the Association as the Treasurer may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and the Directors, at the regular meeting of the Board or whenever they may require it, an account of all the Treasurer's transactions as Treasurer and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which among other things, shall contain the amount of each Association Assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

Section 9. **Agreements, etc.** All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE X. STANDARDS OF OPERATION AND MAINTENANCE OF COMMON AREAS; RESTRICTIONS ON USES OF PREMISES AND COMMON AREAS

(A) **Standards of Operation and Maintenance of Common Areas**

The Common Areas shall be operated and maintained in accordance with those standards of operation, management, cleanliness, maintenance, repair, and security that would be applied by the prudent owner of a first-class, integrated, real estate complex, including, without limitation, the following:

(i) Subject to the amounts allocated for such purposes in the Budget, the Common Areas shall be kept and maintained in good and safe order and working condition, and all repairs (collectively, "Repairs") necessary to keep the same in good and safe order and working condition, whether such Repairs are interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, or such as are necessary to comply with all applicable laws, ordinances, orders, rules, regulations and requirements of New York City and all other governmental authorities (the "Legal Requirements") shall be made promptly and in a good and workmanlike manner. All Repairs shall be at least equal in quality and class to the original work and shall be made in compliance with (i) the rules and regulations of the New York Board of Fire Underwriters or any successor thereto, and (ii) all applicable Legal Requirements.

(ii) No Member, Resident, or Occupant shall commit or suffer, and shall use all reasonable precaution to prevent, waste, damage, or injury to the Common Areas located on such Member's Premises.

(iii) The Common Areas shall be kept clean and free from dirt, snow, ice, rubbish, obstructions and encumbrances.

(iv) The Common Areas shall be kept reasonably secure through use of such security systems, equipment and personnel as may be determined by the Board of Directors.

(v) All permits, consents, certificates and approvals from governmental authorities required for the operation, maintenance and repair of the Common Areas shall be kept and maintained in full force in accordance with Legal Requirements.

(vi) The Board of Directors may promulgate additional operating and maintenance standards from time to time.

(B) **Restrictions on Use of Premises and Common Areas.** The Property, including the Common Areas, shall be subject to the following restrictions, which shall be binding on each Member and each of its Residents and Occupants:

(i) No obstruction to the free flow of traffic or the use of the parking facilities within the Common Areas, or adversely affecting pedestrian access to any Premises through the Common Areas, shall be permitted except as may be expressly provided in these By-Laws. However, the Member of the Premises on which such Common Areas are located shall have the right to block off the Common Areas in order to make Repairs and for one day per year if, and to the extent, the same shall be necessary, in the judgment of the Association's attorneys, to prevent a dedication thereof to public use.

(ii) In no event shall any Building or other structure be built over the Common Areas, except in compliance with the procedural and other requirements of Article XI below. The preceding sentence, however, shall not be deemed to preclude the granting of utility easements in areas located under the Common Areas or the installation of utility lines in such easement areas, nor shall it be deemed to preclude encroachments of footings and foundations under the Common Areas which have been constructed in order to support Buildings and other structures not located within the Common Areas.

(iii) No Member shall use or permit the use of its Premises in an illegal manner or in any manner which would be in violation of any Legal Requirements or would violate any legal restriction affecting the Property.

(iv) Any construction on any of the Premises shall be performed with due diligence in a good and workmanlike manner, and in compliance with good construction practices and all applicable Legal Requirements.

(v) The Property may be used and occupied at all times for any and all purposes and uses permitted by applicable law, excluding, however, any of those uses (the "Prohibited Uses") listed on **Exhibit G** hereto. In no event shall any Building or portion of a Building on a Premises be used for any Prohibited Use.

(vi) During any period when any Building or improvement is not opened to the public (including, without limitation, during closures for construction, renovation or reconstruction thereof, whether or not in accordance with these By-Laws), the Member of the Premises on which such Building or improvement is located shall, subject to the rights of Occupants of such Premises and subject to any reasonable security concerns, endeavor to light the interior of such Building or improvements during normal business hours and, to the extent that facilities for

the same exist, light the exterior of the Building or improvements during those hours when the lights in the parking areas of the Common Areas are illuminated.

(vii) Each Member shall take into consideration, in good faith, and shall cause the Occupants of its Building to take into consideration, in good faith, the exterior finishes of the Buildings on the other Premises when designing and constructing exterior finishes for the Buildings on its Premises, and in so doing use reasonable commercial efforts to create and continue the Property as a harmonious project. Notwithstanding the foregoing, each Member may design and construct its exterior finishes, as well as permit its Occupants to design and construct their exterior finishes, so that the same are consistent with the applicable customs and requirements of any franchiser, licensor, chain store, or other similar authority having use of such Building(s). All exterior finishes shall comply with applicable Legal Requirements, including, as applicable, any approved development plan.

(viii) From time to time, the Board of Directors shall promulgate reasonable rules and regulations (the "Rules and Regulations") respecting the operation and maintenance of the Common Areas, which shall be distributed to all Members, Residents and Occupants. Such Rules and Regulations shall take into consideration the reasonable requests of the Residents and Occupants, and no Rule or Regulation shall be enacted that adversely and materially affects the reasonable operation of an Owner's or its Occupants' business, or the use and occupancy by an Owner or its Occupants of a Premises or the Buildings erected thereon. The Board of Directors shall enforce the Rules and Regulations in a non-discriminatory manner with respect to all Owners, Member, Residents and Occupants.

ARTICLE XI. ALTERATION TO THE COMMON AREAS

After the Common Areas have been constructed, no alterations ("Alterations") shall be made to the location or striping of the open-air parking areas constituting part of the Common Areas, or to the design, or configuration of or specifications for any portion of the Common Areas or the improvements located thereon, except as follows:

(A) Any Member who desires that Alterations be made to any portion of the Common Areas located on such Member's Premises, or to any improvements within such Common Areas (said Member being referred to as the "Proponent" of said Alterations) shall furnish a written proposal (an "Alteration Proposal") to the Board of Directors describing the proposed Alterations in sufficient detail to allow the Board of Directors to evaluate the same functionally, aesthetically and in all other material respects (including, without limitation, a proposed, revised site plan showing any Alterations that can be shown on a site plan).

(B) No Alteration Proposal shall be approved without the consent of the Board of Directors, such consent not to be unreasonably withheld, conditioned, or delayed; provided, that the Board of Directors shall have the right to disapprove, in its sole and absolute discretion, any

Alteration Proposal that would:

(i) reduce the number of any open-air parking spaces on the Common Areas;

(ii) alter the location of any open-air parking spaces located within such Common Areas that are designated for use by another Owner, Member or its Residents ("Designated Spaces");

(iii) have any material, adverse effect on any other Member's Premises or the business conducted thereon, including, without limitation, any material, adverse effect on the flow of traffic to and from, or pedestrian access to and from:

(a) another Owner's or Member's Designated Spaces; or

(b) another Owner's or Member's Premises and the Buildings or other improvements located thereon;

(iv) diminish the amount of night-time illumination of the Common Areas, or materially, adversely alter the pattern or character of said illumination;

(v) alter the location, size, or type of signage on the Common Areas; or

(vi) materially, adversely affect any easements for storm sewer lines, sanitary sewer pipes, conduits, septic systems, water and gas mains, electric power lines, telephone lines and other underground systems, cable and television lines and systems, and utility lines granted from one Owner or Member to another Owner or Member, as the case may be.

(C) If the Board of Directors has not consented to an Alteration Proposal within sixty (60) days after it was furnished by the Proponent, the Proponent may (but shall not be obligated to) submit to arbitration any portion of the Alteration Proposal as to which the Board of Directors was required to act reasonably, but no portion of an Alteration Proposal that is subject to the sole and absolute discretion of the Board of Directors, as provided in Article XI, Section (B)(i) through (vi) above, shall be subject to arbitration.

(D) The Proponent shall pay 100% of the costs of designing and constructing each Alteration as to which an Alteration Proposal has been approved in accordance with these By-Laws. No Alteration shall be made unless an Alteration Proposal with respect thereto has been approved in accordance with this Article XI. In making an Alteration, the Proponent shall:

(i) give not less than ten (10) business days advance written notice to the Board of Directors, the Managing Agent, and all other Owners or Members, as the case may be, of the commencement of such work, which notice shall contain a reasonably detailed description of the work to be performed, and the anticipated dates of commencement and completion thereof;

(ii) perform such work or cause the same to be performed, at its sole cost and expense, diligently and expeditiously (subject to *force majeure),* and in a good and workmanlike manner, as well as in such a manner as shall cause the least practicable interference with the use and operation of the Common Areas and the other Premises;

(iii) throughout the course of such work, maintain casualty and liability insurance as is required under these By-Laws, as well as indemnify, defend and hold harmless all of the other Owners and/or Members, as the case may be, and its Residents and Occupants from and against any claims, liabilities, damages, losses, or expenses that may result from the activities in making such installation, repair, maintenance, or replacement of its facilities;

(iv) upon the conclusion of such work, promptly repair, at its cost and expense, any damage caused thereby to any Buildings or other improvements (including, without limitation, parking areas and related facilities) located on any other Premises or in the Common Areas; and

(v) in the event that any mechanic's or materialman's lien is recorded against the Property or any portion thereof (including, without limitation, the Common Areas) by any contractor, subcontractor, or materialman engaged in any portion of such work, such Owner or Member, as the case may be, shall cause the same to be discharged or removed of record, by bonding or otherwise, within 30 days after such Owner or Member receives written notice of such recording.

(E) In lieu of permitting the Proponent to perform such Alteration or cause the same to be performed, the Board of Directors, on behalf of all Owners and Members and as a condition to granting its approval for such Alteration, shall have the right to perform, or to cause to be performed, such Alteration. If the Board of Directors performs the Alteration or causes the same to be performed, it shall comply or require its contractor to comply with the requirements of subsections (ii), (iii) and (iv) above. The Proponent shall reimburse the Board of Directors, within fifteen (15) days after the Proponent's receipt of a reasonably detailed invoice therefore, for the reasonable, out of pocket costs and expenses paid or incurred by the Board of Directors in connection with the performance of such Alteration; provided, that if the total of such expenses exceeds the lowest bid received by the Proponent from a reputable contractor for the performance of the Alteration by more than 3%, and such bid was submitted to the Board of Directors by the Proponent as part of its Alteration Proposal, then the Proponent shall not be required to reimburse the Board of Directors

for an amount that exceeds the amount of such bid, plus 3%.

ARTICLE XII. LIABILITY

(A) Members of the Board of Directors:

(i) Shall not be liable for any claim, demand, suit or cause of action arising out of the operation of the Common Areas, including but not limited to the failure of any service to be obtained by the Managing Agent, or for injury or damage to persons or property caused by the elements or by another Owner, Member, or person on the Property, or resulting from electricity, gas, water, rain, dust, sand or sewage which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place, unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of such Owner, Member or person;

(ii) Shall not be liable to the Owners or Members as a result of the performance of the Board Members' duties for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence;

(iii) Shall have no personal liability in contract to an Owner or Member or any other person under any agreement, check, contract, deed, lease, instrument or transaction entered into by them on behalf of the Board of Directors or the Owners or Member in the performance of their duties;

(iv) Shall have no personal liability in tort to an Owner, Member, Resident or Occupant or any other person, direct or imputed, by virtue of acts performed by or for them pursuant to this Declaration, except for the Board Members' own willful misconduct or gross negligence in the performance of their duties;

(v) Shall have no personal liability arising out of the use, misuse or condition of any Premises which might in any way be assessed against or imputed to the Board Members as a result of or by virtue of their performance of their duties, except for the their own willful misconduct or gross negligence; and

(vi) Shall have no personal liability for monetary damages for any action taken or failure to take any action which might in any way be assessed against or imputed to the Board Members as a result of the performance of their respective duties, except for acts or omissions constituting willful misconduct or gross negligence.

(B) Each Director in his or her capacity as a Director on the Board of Directors, shall be indemnified by the Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a Director, or any settlement of any such proceeding, whether or not he or she is a Director at the time such expenses are incurred, except in such cases wherein such Director is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided, that in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected Director abstaining if he or she is then a Director) approves such settlement and reimbursement as being in the best interests of the Members, and the Board of Directors; provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Director had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Members set forth in this section shall be paid by the Members on behalf of the Directors, shall constitute Association Assessments, and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director may be entitled as a matter of law or agreement or by vote of the Members or otherwise.

(C) The Board of Directors shall obtain insurance to satisfy the indemnification obligations of the Members set forth in Section (B) above, if and to the extent reasonably available, and the cost of such insurance shall be part of the Association Assessment.

(D) Each Member shall indemnify and hold the other Owners, Members and their Residents and Occupants and the Managing Agent harmless from and against any damages, liabilities, actions, claims and expenses (including, without limitation, attorneys' fees in a reasonable amount) in connection with loss of life, personal injury, or damage to property suffered or sustained by third parties (i.e., individuals and entities not affiliated with or employed by the indemnified Owner, Member, Resident or Occupant) arising out of any occurrence in or upon the indemnifying Member's Premises, except to the extent that any such loss of life, personal injury, or damage to property was caused by the gross negligence or willful misconduct of the indemnified Owner, Member or its Residents and Occupants; and

(E) Each Member shall maintain, or cause to be maintained with respect to each Member's respective Premises, commercial general liability insurance in the initial amount of not less than Five Million Dollars ($5,000,000) combined single limit, insuring against claims on account of loss of life, bodily injury, or property damage that may arise from the condition, use, or occupancy of the Property, including the Common Areas, by those authorized to use the same pursuant to the provisions of these By-Laws. Said insurance shall be written by companies that have a Best's rating of A-:IX or above and are authorized to conduct insurance business in the State of New York. The insurance policies shall be for terms of not less than one year.

Any of the liability policies required to be maintained in accordance by this Section may be maintained in the form of primary and umbrella or excess liability policies, in such amounts and in such segments as the Board of Directors shall reasonably determine from time to time. Each

Member shall provide the Board of Directors with certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section. All such insurance shall include provisions denying to the insurer subrogation rights against the other Member and their Residents and Occupants, and against the Managing Agent, to the extent that such rights have been waived by the insured prior to the occurrence of damage or loss. Each Member hereby waives any rights of recovery against any other Member, its directors and officers, its agents, employees, contractors, guests, customers and business invitees, its Residents and Occupants, and the Managing Agent for any injuries to persons, damage to property or consequential loss covered by such Member's policies (or that would have been covered had such Member maintained the insurance required under this Section, to the extent of the proceeds payable under such policies (or that would have been payable, had such policies been maintained in accordance with these By-Laws), whether or not such damage or loss shall have been caused by any acts or omissions of the other Member or its directors, officers, agents, employees, contractors, guests, customers, business invitees, tenants, or its Residents or Occupants, or by the Managing Agent. The premiums and other costs and expenses paid or incurred by each Member in connection with procuring and maintaining the insurance required by this Section shall be paid by and be the expense of the Member which is responsible for obtaining and maintaining the same.

ARTICLE XIII. NOTICES

Section 1. Definitions. Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Directors or to any Director or Association Member, such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, such Director, or such Member, at such address as appears on the books of the Association. 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.

Section 2. Service of Notice or Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or by these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE XIV. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Association shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 2. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Members.

Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other expenses of the Association.

Section 3. **Other Accounts**. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE XV. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called meeting of Association Members provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of seven-ninths (7/9) of the total authorized votes of all Directors.

ARTICLE XVI. ARBITRATION

Any Member which is expressly entitled to do so under these By-Laws may request arbitration of a particular matter in dispute if arbitration is expressly required in these By-Laws to be the procedure to be undertaken for the resolution of such dispute. In such cases where these By-Laws expressly provide for the settlement of such dispute by arbitration, and only in such cases, the party (or parties) desiring arbitration shall appoint a disinterested person as arbitrator on its (or their) behalf and give notice thereof to the other party (or if any such other party is the Board of Directors, to all of the Directors, or all of the other Members if the initiating party is a Member) who shall, within 15 days thereafter, appoint a second disinterested person as arbitrator on its or their behalf and give written notice thereof to the first party. The two arbitrators thus appointed shall together appoint a third disinterested person within 15 days after the appointment of the second arbitrator, and said three arbitrators shall, as promptly as possible, determine the matter which is the subject of the arbitration and the decision of the majority of them shall be conclusive and binding on all parties and judgment upon the award may be entered in any court having jurisdiction. After the appointment of the first arbitrator, if the party (or parties) who shall have the right pursuant to the foregoing to appoint an arbitrator fails or neglects to do so, then and in such event, the other party (or parties) (or if the two arbitrators appointed by the parties shall fall to appoint a third arbitrator when required hereunder, then either party) may apply to any court of competent jurisdiction to appoint such arbitrator. The arbitration shall be conducted in the City of New York and, to the extent applicable and consistent with this Article XVI, shall be in accordance with the Commercial Arbitration Rules then obtaining of the American Arbitration Association or any successor body of similar function. The expenses of arbitration shall be shared equally by the parties thereto but each party shall be responsible for the fees and disbursements of its own attorneys and the expenses of its own proof, provided that if the Board of Directors is a party, each Member (other than any Member which is a party opposing the Board of Directors in such proceeding) shall share equally the expenses to be borne by the Board of Directors hereunder. The parties shall sign all documents and do all other things necessary to submit any such matter to arbitration and hereby waive any rights they or any of them may have at any time to revoke their agreement to submit to arbitration and to abide by the decision rendered by the arbitrators. The arbitrators shall have no power to vary or modify any of the provisions of the Declaration or these By-Laws and their jurisdiction is limited

accordingly. In any arbitration pursuant to this Article XVI, the standard of determination shall be that of a prudent owner of the entire Property who intends to operate the Property on a long-term basis as a first-class, integrated real estate complex. The decision of the arbitrators shall be binding on the Members and on the Managing Agent, if applicable. Any notice given by a Member or the Board of Directors requesting or commencing an arbitration proceeding under these By-Laws shall simultaneously be given to the Managing Agent, and the Managing Agent shall have the right to participate in any such arbitration which involves or affects its obligations hereunder or under its management agreement.

ARTICLE XVII. GENERAL PROVISIONS

Section 1. **Voting with Less Than Three Members.** During the period in which 1 Northside Piers Manager is the sole Member of the Association (i.e before the recording of a declaration of condominium for KAP 2 Premises), a vote of two-thirds (2/3) of the total authorized votes of all Directors shall be required in lieu of the seven-ninths (7/9) vote required herein. During the period in which 1 Northside Piers Manager and the board of managers of KAP 2 Premises are the sole Members of the Association (i.e before the recording of a declaration of condominium for KAP 3 Premises), a vote of four-sixths (4/6) of the total authorized votes of all Directors shall be required in lieu of the seven-ninths (7/9) vote required herein.

Section 2. **Fiscal Year**. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 3. **Seal.** The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of New York. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 4. **Examination of Books and Records**. Each Member shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to its Board of Directors. The Declaration, Certification of Incorporation and the By-Laws of the Association may be examined by each Member at the principal office of the Association.

Section 5. **Construction**. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so required.

Section 6. **Conflict**. In the case of any conflict between the Certificate of Incorporation of the Association and these By-Laws, the Certificate of Incorporation of the Association shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 7. **Injunctive and Other Remedies.** In the event of a breach by any Member of any obligation of the Declaration or these By-Laws, the Board of Directors, acting on behalf of the other Member, shall be entitled, as a result of the inadequacy of legal remedies and the

irreparable harm that would be caused by such breach, to obtain an injunction specifically enforcing the performance of an affirmative obligation that is not being fulfilled or restraining any activity constituting such breach. Any action taken or document executed by a Member, Resident or Occupant that is in violation of the Declaration or these By-Laws shall be void, and may be set aside upon the petition of the Board of Directors. Any costs and expenses of any such proceeding (including, without limitation, attorneys' fees in a reasonable amount), shall be paid by the Defaulting Member (as hereinafter defined) and, if recorded without effective Dispute (as hereinafter defined), shall constitute a lien against the Defaulting Member's Premises and the Buildings thereon, until paid. However, any such lien shall be subordinate to the lien of any Mortgage against the Defaulting Member's Premises.

Section 8. **Non-Waiver**. No delay or omission of the Board of Directors or of any Member in the exercise of any right accruing upon the default of another Member under the Declaration or these By-Laws shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. The waiver by the Board of Directors or any Member of a breach of any of the terms and conditions of the Declaration or these By-Laws by another Member shall not be construed to be a waiver of any subsequent breach of the same or any other provision of the Declaration or these By-Laws. No waiver of any such default shall be effective unless set forth in a writing signed by the Board of Directors or by the Member making such waiver. Except as otherwise specifically provided in these By-Laws:

(a) no remedy provided in these By-Laws shall be exclusive, but each shall be cumulative with all other remedies provided in these By-Laws; and

(b) the Board of Directors or a Member may exercise any and all remedies available at law and in equity.

Section 9. **Non-Terminable**. No breach of the provisions of this the Declaration or these By-Laws shall entitle any Member to cancel, rescind, or otherwise terminate the Declaration or these By-Laws, but such limitation shall not affect in any manner any other rights or remedies that any Member may have hereunder by reason of any breach of the provisions of the Declaration or these By-Laws by another Member.

Section 10. **Force Majeure**. In the event any Member or other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, acts of terrorism, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified by an architect, war, or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Section 11. **Dispute**. A party alleging a claim or other dispute under the Declaration or these By-Laws (a "Dispute" and the party alleging same, the "Disputing Party") shall endeavor

promptly to notify the party who is the subject of the Dispute in writing as to the nature of the Dispute; provided, that a failure of prompt notification by the Disputing Party shall not be deemed to constitute a waiver by the Disputing Party of any claim or cause of action that such party may have under the Declaration or these By-Laws.

Section 12. **Failure of Performance and Remedies**. In the event that a Member does not perform, or cause its Residents or Occupants to perform, an obligation under the Declaration or these By-Laws ("Defaulting Member"), then:

(a) if, with the exercise of diligence, the default is susceptible of cure within a thirty (30) day period, if the Defaulting Member fails to cure such default within thirty (30) days after written demand for cure issued by the Board of Directors; or

(b) if the default is not one which may reasonably be cured within a thirty (30) day period, if the Defaulting Member does not commence to cure such default within thirty (30) days after written demand by the Board of Directors, or does not proceed thereafter with diligence to cure such default, upon delivery by the Board of Directors to the Defaulting Member of a second notice, and if such Defaulting Member still has not, within ten (10) days following issuance of such second notice, cured such default, the Board of Directors may perform such obligation and cure such default. In such event,

(i) if the default in question involves such Member's failure to operate, maintain, insure or repair the Common Areas as required under the Declaration and these By-Laws, the Board of Directors shall have the same rights under the Declaration and these By-Laws as the Member of the Premises on which such Common Areas are located to bill the other Members for their Association Assessment for such performance, and shall likewise bill the Defaulting Member for its Association Assessment of such costs; and

(ii) if the default in question does not involve the Defaulting Member's obligations to operate, maintain or insure the Common Areas, then the Defaulting Member shall reimburse the Board of Directors for all of the costs and expenses paid or incurred in performing such cure, together with interest on such expenditure from the date paid until the date reimbursed at the prime rate as announced form time to time in the Wall Street Journal, plus 5%.

Any claim for reimbursement, together with interest thereon as aforesaid (if applicable), shall be secured by a lien on the Defaulting Member's Premises and the Buildings thereon, which lien shall be effective upon the recording of a notice in the King's County Clerk's Office. Such lien shall be subordinate to the lien of any Mortgage affecting the subject Premises. Nothing in this section shall be deemed to prohibit the Board of Directors from curing a Member's default immediately and without notice in the event of an emergency, and in such event the costs of such cure shall be reimbursed as provided in clauses (i) or (ii) above, as applicable.

Section 13. **Enforcement by Members.** Notwithstanding anything to the contrary in the Declaration and these By-Laws, and except where arbitration is stipulated herein as the method required to be used in resolving a specific type of dispute, nothing in the Declaration or these By-

Laws shall be deemed to prohibit an individual Member from seeking injunctive or equitable relief, or asserting a claim for damages, arising out of an alleged violation of the Declaration or these By-Laws by another Member or its Residents or Occupants; provided, that the aggrieved Member has (i) first notified the offending Member of the Dispute and has requested the Board of Directors to take action with respect thereto, and (ii) the Board of Directors has either failed to take such action within 60 days following such request, or has denied such request. The foregoing shall not be deemed to prohibit any Member from acting in an emergency to prevent imminent damage to its Premises, or injuries to individuals, or otherwise limit any remedies that are expressly provided to Member under the Declaration or these By-Laws.

Section 14. Saving Provision. If any provision of the Declaration or these By-Laws, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative, or unenforceable, the remainder of the Declaration and these By-Laws, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for the Declaration and these By-Laws, and each provision of the Declaration and these By-Laws shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Headings. The Article and Section headings in these By-Laws are for convenience only, shall in no way define or limit the scope or content of these By-Laws, and shall not be considered in any construction or interpretation of these By-Laws or any part hereof.

Section 16. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made or granted pursuant to the Declaration and these By-Laws shall bind the Property and constitute an equitable servitude on the Property appurtenant to, and for the benefit of, all portions of the Property. Any transferee of any part of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have:

(a) assumed all of the obligations of the Declaration and these By-Laws relating thereto, to the extent of its interest in its Premises; and

(b) agreed with the then Members of all of the other portions of the Property to execute any and all instruments, and to do any and all other things, that they shall reasonably require in order to carry out the intention of the Declaration and these By-Laws.

The transferor of any Premises or any portion thereof shall automatically be relieved of further liability under the Declaration or these By-Laws with respect to such Premises upon the completion of such transfer, except for any unsatisfied liability that may have arisen under the Declaration and these By-Laws during the transferor's period of ownership of such Premises.

EXHIBIT G

PROHIBITED USES

The following uses and/or activities are prohibited within the Premises:

- **nuisance or waste;**
- **manufacturing facility;**
- **massage parlor;**
- **adult book shop or adult movie house;**
- **mortuary or funeral parlor;**
- **night club or bar;**
- **church, synagogue, mosque, or other place of worship;**
- **hospital, clinic, nursing home, congregate care facility, or other inpatient or out patient medical facilities;**
- **offices of any branch, department, agency or other unit or political subdivision of the United States federal government, the State of New York or the City of New York, other than executive or administrative offices not providing services or benefits directly to the public.**
- **vocational training schools, and any boarding school, high school or school offering college or graduate degrees**

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

WILLIAMSBURG WATERFRONT UTILITIES HOMEOWNERS ASSOCIATION, INC.

Declaration of Covenants, Restrictions, Easements, Charges and Liens (the "Declaration") made as of the 16th day of January, 2008 by Palmer's Dock LLC, the board of managers of The 1 Northside Piers Condominium, Kent Avenue Property 2 LLC, and Kent Avenue Property 3 LLC, collectively the "Declarants," each having its principal office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538.

WITNESSETH:

WHEREAS, Palmer's Dock LLC ("Party 1-A Owner") is fee owner of the land and improvements to be constructed thereon, located in Brooklyn, New York on Block 2340, Lot 1, as shown on the tax map of the City of New York ("Party 1-A Premises"), as more particularly described in **Exhibit A**, attached hereto and made a part hereof.

WHEREAS, the board of managers of The 1 Northside Piers Condominium ("1 Northside Piers Manager") is charged with legal and administrative oversight over the land and improvements constructed thereon, located in Brooklyn, New York on Block 2340, Lots 1101-1281 (formerly Lots 2, 5, 6, 7 and 8), as shown on the tax map of the City of New York ("1 Northside Piers Premises"), as more particularly described in **Exhibit B**, attached hereto and made a part hereof.

WHEREAS, Kent Avenue Property 2 LLC ("Party 2 Owner") is the fee owner of the land and improvements to be constructed thereon, located in Brooklyn, New York on Block 2340, Lot 3, as shown on the tax map of the City of New York ("Party 2 Premises"), as more particularly described in **Exhibit C**, attached hereto and made a part hereof.

WHEREAS, Kent Avenue Property 3 LLC ("Party 3 Owner") is the fee owner of the land and improvements to be constructed thereon, located in Brooklyn, New York on Block 2340, Lot 4, as shown on the tax map of the City of New York ("Party 3 Premises"), as more particularly described in **Exhibit D**, attached hereto and made a part hereof.

WHEREAS, Party 1-A Premises, 1 Northside Piers Premises, Party 2 Premises and Party 3 Premises are individually referred to herein as a "Premises."

WHEREAS, Party 1-A Owner, 1 Northside Piers Manager, Party 2 Owner and Party 3 Owner are referred to herein individually as an "Owner" and collectively as the "Owners."

WHEREAS, the Declarants desire to develop a residential community ("Community") with common facilities, which include internal sewer lines and/or drains, water lines and other common utility services (the "Common Facilities"), for the benefit of said Community; and

WHEREAS, the Declarants desire and intend to provide for the maintenance of the Common Facilities and, to this end, desire to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarants deem it desirable, for the efficient and cost-effective operation of the Community to create an association to which will be delegated and assigned the powers of maintaining the Common Facilities;

WHEREAS, each Premises is currently encumbered by certain mortgage liens (such liens, as same may be supplemented, revised, amended, modified, extended and/or replaced, the "Mortgages") held by Citibank, N.A., having an address at One Court Square, 45th Floor/Zone 12, Long Island City, New York (its successors, assignees or the holder, from time to time of the Mortgages "Mortgagee"), which is executing this Declaration to evidence the subordination of the Mortgages to this Declaration.

WHEREAS, Declarants have incorporated the Williamsburg Waterfront Utilities Homeowners Association, Inc. under the Not-For-Profit Corporation laws of the State of New York for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Declarants have for themselves and their successors and assigns, declared that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meaning set forth below:

"**Association**" shall mean and refer to Williamsburg Waterfront Utilities Homeowners Association, Inc., a New York Not-for-Profit Corporation.

"**Board of Directors**" or "**Board**" shall mean the board of directors of the Association.

"**Building or Buildings**" shall mean and refer to all residential and mixed-use buildings situated upon the Property.

"**By-Laws**" shall mean the By-Laws of the Association as the same may be amended from time to time by the Members of the Association.

"**Common Area**" shall mean and refer to certain areas of land within the Property that are intended to be devoted to the common use of the Owners of each Premises for the purpose of installing, using, maintaining, repairing and replacing utility lines, wires, pipes, conduits, telephone

lines, cable television lines, water lines, sewers and drainage lines ("Utility Lines"), as shown on **Exhibit E**, attached hereto and made a part hereof.

"Development" shall mean a development being constructed on the Property consisting of at least eight (8) Buildings.

"Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article III.

"Occupants" shall mean the residents of the Buildings planned for construction on Party 1-A Premises, 1 Northside Piers Premises, Party 2 Premises and Party 3 Premises.

"Property" shall mean and refer to the property located in Brooklyn, New York on Block 2340, Lots 1, 3, 4, 1101-1281 (formerly Lots 2, 5, 6, 7, 8), being more particularly bounded and described in **Exhibit F** annexed hereto and made a part hereof.

ARTICLE II. SUBJECT TO THIS DECLARATION

Section 1. The Property and Common Area shall be conveyed, operated, occupied maintained, repaired, and replaced subject to this Declaration.

Section 2. Additions to the Property by the Association. In the event that additional property becomes available which may be beneficial to the Association, the annexation of such additional property shall require the assent of one hundred percent (100%) of the Members, at a meeting duly called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Members not present may give their written assent to the action taken thereat.

Section 3. Mergers. In the event of a merger or consolidation of the Association with another association, the Association's rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the rights and obligations of another association may, by operation of law, be added to the Property and the Common Area. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration on the Property and the Common Area, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration on the Property and the Common Area except as hereinafter provided.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

The Association shall have one class of Members. Each Owner, upon the filing of this Declaration of Covenants and Restrictions, Easements Charges and Liens, with the Office of the Register of the City of New York in the County of Kings, City and State of New York, shall automatically become a Member in the Association.

There shall be four (4) directors in the Association. Each Owner shall be entitled to designate one (1) director. Each director shall be entitled to one (1) vote. Membership interests in the

Association shall run with the land. In the event that Party 1-A Premises,1 Northside Piers Premises, Party 2 Premises and/or Party 3 Premises is converted to a condominium form of ownership, the Board of Managers for each Premises shall replace such Owners as Members of the Association and shall each designate one (1) director thereof.

ARTICLE IV. DEVELOPMENT

Section 1. Collectively, the Declarants intend, but shall not be obligated, to build eight (8) Buildings on the Property. However, each Owner reserves the right to construct additional buildings on its Premises without the consent of the Association.

Section 2. Easement. The Declarants do hereby establish and create for the benefit of the Association and do hereby give, grant and convey to the Association, the following easements, licenses, rights and privileges:

(i) Rights to connect with, maintain and make use of Utility Lines which may from time to time be in or along the streets and roads or other areas of the Common Area. Connection to such Utility Lines shall be at the sole expense of the individual Owner who shall also be obligated to restore the Common Area after the connection has been made.

(ii) The Declarants and/or the Association and each Member thereof shall keep the internal sewer lines and/or drains wholly within the boundary limits of the Development and said sewer line or drains point of exit from the Development shall not be altered. The Declarants and/or the Association and each Member thereof shall maintain the internal sewer lines or drains at all times throughout the life of the Development. They shall be responsible for the abatement of any nuisance due to the use of internal sewer lines or drains that would have an adverse effect on the health, safety, and welfare of the City and State of New York. The Declarants shall insure that the utilization of internal sewer lines or drains for the conveyance of sanitary flow is so designed as to size, shape, slope and velocity to have sufficient capacity to take the estimated peak sanitary flow from the Development. Finally, the Declarants and/or the Association and each Member thereof shall utilize the internal sewer lines or drains in such a manner that it will not in any way have an adverse effect on the City of New York's completed or pending sanitary and storm water drainage plans for the tributary drainage are of the separate sewer outlets.

Section 3. Reservation of Easements.

(i) Each Owner reserves and grants to all other Owners the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Area, for the purpose of completing its work under Section 1 above and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Area, for the installation, maintenance and inspection of lines and appurtenances for public and private water, sewer, drainage, cable television, gas and other Utility Lines and for any other materials or services necessary for the completion of the work. Each Owner also reserves and grants to the other Owners the right to connect with and make use of wires, pipes, conduits, telephone, cable television, sewers and drainage lines , and other Utility Lines which may from time to time be in or along the streets and roads of other areas of the Common Area. This paragraph may not be amended without the consent of each Owner.

(ii) Each Owner hereby reserves for itself and grants and conveys to all other Owners and their Occupants, a non-exclusive easement over and across the Common Areas located on

the granting Owner's Premises for the installation, operation, maintenance, repair and replacement of signs identifying such Owners, and for the installation, operation, maintenance, repair, and replacement of any Utility Lines that are required to service such signs. The precise location, configuration and content of such signs and the precise location of any Utility Lines servicing such signs shall be reasonably determined by the Board of Directors; provided, that such signs and associated Utility Lines shall not interfere with any Buildings constructed or planned for construction on a Premises.

Section 4. Any Owner that installs, operates, maintains, repairs, or replaces Utility Lines shall:

(i) except in an emergency, give not less than ten (10) business days advance written notice to the Board of Directors of the commencement of such work, which notice shall contain a reasonably detailed description of the work to be performed, the anticipated date of commencement thereof and the anticipated date of completion thereof;

(ii) perform such work or cause the same to be performed at its sole cost and expense, diligently and expeditiously (subject to *force majeure),* and in a good and workmanlike manner, as well as in such manner as will cause the least practicable interference with the use and operation of the Common Areas and Buildings on the affected Premises;

(iii) throughout the course of such work, maintain such property and liability insurance as the Board of Directors deems appropriate, as well as indemnify, defend, and hold harmless the Board of Directors, and all of the other Owners and their Occupants from and against any claims, liabilities, damages, losses, or expenses that may result from the performance of such installation, repair, maintenance or replacement;

(iv) upon the conclusion of such work, promptly repair in a good and workmanlike manner, at its own cost and expense, any damage caused thereby to any Buildings and Common Area improvements (including, without limitation, parking areas and related facilities);

(v) provide to the Owner of the Premises on which the work is being performed assurances or security for the completion of the work and the performance of the other obligations set forth in this Section 4 in such form and amount as are reasonably acceptable to such Owner; and

(vi) in the event that any mechanic's or materialman's lien is recorded against the Property or any portion thereof (including, without limitation, the Common Areas) by any contractor, subcontractor, or materialman engaged in any portion of such work, such Owner shall cause the same to be discharged or removed of record, by bonding or otherwise, within 30 days after such Owner receives written notice of such recording.

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien.** Each Member, whether or not it shall be expressed in a deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such assessments as are fixed by the Association's Board of Directors ("Association Assessments") and assessed to the Members as hereinafter provided. All sums assessed by the Association but unpaid,

together with such interest thereon as is determined by the Board of Directors, shall be a charge and a continuing lien upon each Member's Premises against which each sum Association Assessment is made. Each such Association Assessment, together with interest thereon and cost of collection thereof, as hereinafter provided, shall also be an obligation of the Member at the time when the Association Assessment fell due.

Section 2. **Purpose of the Assessment.** The Association Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Property as a community and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the Buildings situated upon the Property, including without limiting the foregoing, the cost of maintenance and operation of internal sanitary and storm sewer drains, and water lines, within the Common Area.

Section 3. **Assessments.** The Association's Board of Directors shall determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association and the maintenance, repair and/or replacement of Common Facilities on an "as needed" basis and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing the Members thereon. The Board shall determine the total amount required as well as charges to cover any deficits from prior years. The total annual requirements and any supplemental requirements shall be allocated between, assessed to, and paid by the Members, as follows:

A) Party 1-A Owner shall pay ten percent (10%), but in no event more than $500.00 annually;
B) 1 Northside Piers Manager shall pay thirty percent (30%);
C) Party 2 Owner shall pay thirty percent (30%);
D) Party 3 Owner shall pay thirty percent (30%); provided that if the assessment for any calendar year exceeds $5,000.00, then 1 Northside Piers Manager, Party 2 Owner and Party 3 Owner shall each pay thirty-three and one-third percent (33-1/3%) of the amount in excess of the $500.00 for which Party 1-A Owner shall be responsible.

The sum due the Association from the Members shall constitute an Association Assessment of the Board of Directors and unpaid Association Assessments shall constitute liens on the Member's Premises.

Section 4. **Due Dates; Duties of the Board of Directors.** All assessments shall be payable as ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Member and shall prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member, the Board shall promptly furnish such Member a written statement of the unpaid charges due from such Member.

Section 5. **Effect of Non-Payment of Assessment; The Obligation of the Member; The Lien; Remedies of the Association.** If an Association Assessment is not paid on the date when due, as fixed by the Board of Directors, then such assessment shall become delinquent and shall, together with late charges and with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Premises in the hands of the Member, and its assigns. Such lien shall be prior to all other liens except (a) tax or assessment liens on each Premises by the taxing

subdivision of any governmental authority, including but not limited to State and City taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Premises.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of New York and shall be subject to late charges as set in the manner provided for in the Association's By-Laws and the Association may bring an action at law against the Member obligated to pay the same. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the cost of the action.

In the event that a Member defaults under this Declaration, the Association shall have the option of taking any and all administrative, legal and equitable remedies including, but not limited to, injunction compelling a Member to perform its obligation, pursuant to the By-Laws. In the event that a Member does not perform its obligation, each and every unit owner, if the Member's Premises is a condominium, shall be jointly and severally liable and their unit subject to levy and execution or other enforcement procedure for the satisfaction of any monetary remedies of the Association, provided that such enforcement procedures shall be taken against all of the units simultaneously, rather than against individual units.

ARTICLE VI. GENERAL PROVISIONS

Section 1. **Beneficiaries of Easements, Rights and Privileges.** The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Association; and any Member may also grant the benefit of such easement, license, right or privilege to such Member's Occupants and guests for the duration of their tenancies or visits, subject to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. **Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land of the Owners, and shall inure to the benefit of and be enforceable by the Association, or any Member, their respective legal representatives, heirs, successors and assigns, for ninety-nine (99) years from the day that it is recorded with the New York City Register, County of Kings, unless otherwise expressly limited or extended herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years upon the vote of one hundred percent (100%) of the Members. Any amendment to this Declaration must be properly recorded to be effective.

Section 3. **Disposition of Assets upon Dissolution of Association.** Upon dissolution of the Association, its real and personal assets, if any, shall be dedicated to another homeowners association devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association.

Section 4. **Notices.** Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of such mailing.

Section 5. **Administration.** The administration of the Association shall be in accordance with the provisions of the Association By-Laws which are made a part of this Declaration and attached hereto as **Exhibit G**.

Section 6. **Severability.** Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereof and the same shall continue in full force and effect.

Section 7. **Enforcement.** The Association or any Member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, as provided in the By-Laws, against any Member violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Member violating these covenants and restrictions, and shall constitute a lien on the property of the Owner, collectible in the same manner as assessment hereunder.

Section 8. **Priority.** This Declaration shall be senior in priority to the lien of the Mortgages. Mortgagee is executing and delivering this Declaration for the sole and express purpose of evidencing the subordination of the liens of the Mortgages to this Declaration.

Section 9. **Notice of Default and Unpaid Assessments.** Whenever so requested in writing by a mortgagee of a Member, the Board of Directors shall promptly report to such mortgagee any default in the payment of assessments or any other default by such Member under the provisions of this Declaration or the By-Laws of which the Board of Directors may have received notice. The Board of Directors, when giving notice to a Member of any such default, shall, if requested, also send a copy of such notice to any Mortgagee of such Member.

IN WITNESS WHEREOF, the Declarants have duly executed this Declaration as of the day and year first above written.

PALMER'S DOCK LLC
By: 20 North 5th Street LLC, its manager
By: Dunn Development Corp., its manager

By: _____
Name: Martin Dunn
Title: President

THE BOARD OF MANAGERS OF
THE 1 NORTHSIDE PIERS CONDOMINIUM

By:_____
Name: David Von Spreckelsen
Title: President

KENT AVENUE PROPERTY 2 LLC
By: TMF Kent Partners, LLC, its sole member

By:_____
Name: David Von Spreckelsen
Title: Manger

By:_____
Name: Ronald Moelis
Title: Manger

KENT AVENUE PROPERTY 3 LLC
By: TMF Kent Partners, LLC, its sole member

By:_____
Name: David Von Spreckelsen
Title: Manger

By:_____
Name: Ronald Moelis
Title: Manger

AGREED – for the express purposes set forth in Article VI, Section 8 above.

CITIBANK, N.A.

By: _____
Name:
Title:

THE BOARD OF MANAGERS OF
THE 1 NORTHSIDE PIERS CONDOMINIUM

By:_____
Name: David Von Spreckelsen
Title: President

KENT AVENUE PROPERTY 2 LLC
By: TMF Kent Partners, LLC, its sole member

By:_____
Name: David Von Spreckelsen
Title: Manger

By:_____
Name: Ronald Moelis
Title: Manger

KENT AVENUE PROPERTY 3 LLC
By: TMF Kent Partners, LLC, its sole member

By:_____
Name: David Von Spreckelsen
Title: Manger

By:_____
Name: Ronald Moelis
Title: Manger

AGREED – for the express purposes set forth in Article VI, Section 8 above.

CITIBANK, N.A.

By: _____
Name:
Title:

THE BOARD OF MANAGERS OF
THE 1 NORTHSIDE PIERS CONDOMINIUM

By:_____
Name: David Von Spreckelsen
Title: President

KENT AVENUE PROPERTY 2 LLC
By: TMF Kent Partners, LLC, its sole member

By:_____
Name: David Von Spreckelsen
Title: Manger

By:_____
Name: Ronald Moelis
Title: Manger

KENT AVENUE PROPERTY 3 LLC
By: TMF Kent Partners, LLC, its sole member

By:_____
Name: David Von Spreckelsen
Title: Manger

By:_____
Name: Ronald Moelis
Title: Manger

Executed solely for the express purpose of confirming the terms set forth in Article VI, Section 8 above.

CITIBANK, N.A.

By: _____
Name: Erin Galligan
Title: VP

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

On the 8th day of January in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Martin Dunn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Maggie Poxon
Notary Public

MAGGIE POXON
NOTARY PUBLIC, State of New York
No. 01PO5015369
Qualified in Kings County
Commission Expires July 19,

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

On the 20th day of December in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared David Von Spreckelsen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

L. E. L
Notary Public

LUZ E. LOPEZ
Notary Public, State of New York
No. 01LO6125084
Qualified in Kings County
Commission Expires 04/04/09

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

On the 20th day of December in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared David Von Spreckelsen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

L. E. L
Notary Public

LUZ E. LOPEZ
Notary Public, State of New York
No. 01LO6125084
Qualified in Kings County
Commission Expires 04/04/09

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

On the ____ day of _____in the year 200___, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Moelis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

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

On the 20th day of December in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared David Von Spreckelsen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

LUZ E. LOPEZ
Notary Public, State of New York
No. 01LO6125084
Qualified in Kings County
Commission Expires 04/04/09

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

On the 2nd day of January in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Moelis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Bernice D Smotrich
Notary Public

BERNICE D. SMOTRICH
Notary Public State of New York
No. 4740100
Qualified in Westerchester County
Commission Expires July 31; 2009

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

On the ___ day of _____in the year 200___, before me, the undersigned, a Notary Public in and for said State, personally appeared David Von Spreckelsen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the 2nd day of January in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Moelis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Bernice D Smotrich
Notary Public

BERNICE D. SMOTRICH
Notary Public State of New York
No. 4740100
Qualified in Westerchester County
Commission Expires July 31; 2009

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

On the ____ day of _____ in the year 200___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____in the year 200___, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Moelis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

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

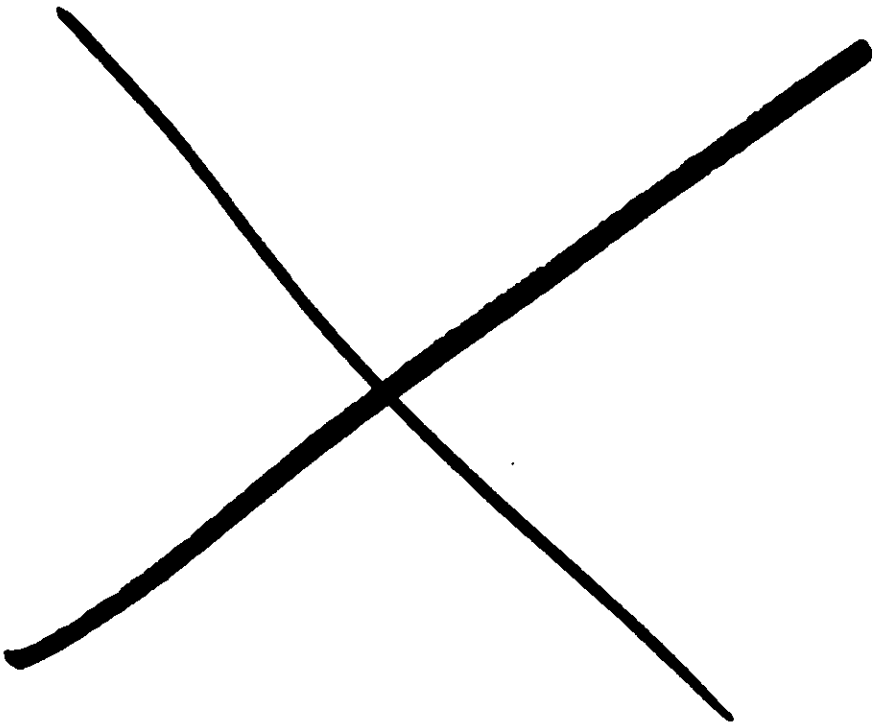
On the 15th day of January in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Erin Galligan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Derrick G Lovett

Notary Public

Derrick A. Lovett
Notary Public, State of New York
No. 01LO4946162
Qualified in Westchester County
Commission Expires January 27, 2011

Exhibit A



Legal Description of Premises

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the intersection of the center line of North 5th Street (60 feet wide) and the northwesterly side line of Kent Avenue, (60 feet wide), as both streets are shown mapped on the Official Map of the City of New York;

RUNNING THENCE south 45 degrees 00 minutes 00 seconds west, along the northwesterly side line of Kent Avenue 236.17 feet to a point;

THENCE north 55 degrees 18 minutes 34 seconds west, 113.99 feet to a point;

THENCE north 45 degrees 00 minutes 00 seconds west, 7.59 feet to a point;

THENCE north 44 degrees 57 minutes 56 seconds east, 47.34 feet to a point;

THENCE north 45 degrees 10 minutes 24 seconds west, 30.41 feet to a point;

THENCE north 44 degrees 57 minutes 56 seconds east, 84.79 feet to a point;

THENCE north 45 degrees 10 minutes 24 seconds west, 26.01 feet to a point;

THENCE north 44 degrees 57 minutes 56 seconds east, 3.42 feet to a point;

THENCE north 45 degrees 10 minutes 24 seconds west, 45.75 feet to a point;

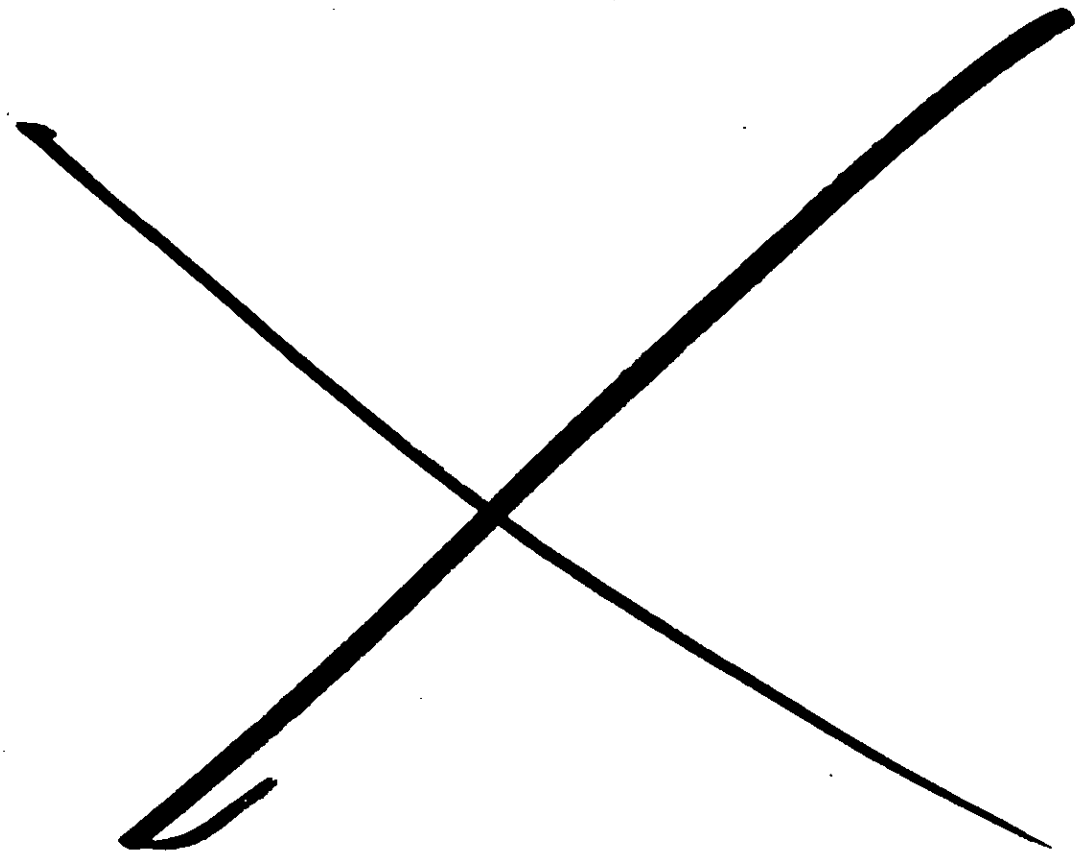
THENCE north 45 degrees 00 minutes 00 seconds east, 121.34 feet to the center line of North 5th Street; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street, 221.99 feet to the aforementioned intersection, the point or place of **BEGINNING.**

BLOCK 2340 LOT 1

TOGETHER with the benefits, but subject to the burdens of that certain Project Operating Easement Agreement dated as of December 5, 2005 made by and among Kent Avenue Property 1-A LLC, Kent Avenue Garage 1 LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC and Kent Avenue Property 3 LLC to be duly recorded in the Office of the New York City Register, County of Kings.

Exhibit B



The Condominium Units as listed in Schedule B annexed hereto ("Units") in the building ("Building") known as THE 1 NORTHSIDE PIERS CONDOMINIUM and by the street address of 1 Northside Piers, Borough of Brooklyn, County of Kings, City and State of New York, such Unit being designated and described as Units in that certain Declaration, dated as of November 13, 2007 made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York establishing condominium ownership of the Building and the land ("Land") upon which the Building is situate (which Land is more particularly described below) and was recorded in the New York County Office of the Register of The City of New York ("Register's Office") on November 28, 2007 as CRF# 2007000589984 (which Declaration, and any amendments thereto, are "Declaration"). The Unit is also designated as Tax Lot 1101-1281 in Block 2340 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Building certified by Fox & Fowle Architects, P.C., and filed with the Real Property Assessment Bureau of the City of New York as Condominium Plan No. 1979 and also filed in the Register's Office on November 28, 2007 as CRF# 2007000589985

TOGETHER with an undivided 100% interest in the Common Elements (as such terms is defined in the Declaration) of THE 1 NORTHSIDE PIERS CONDOMINIUM;

Legal Description of Premises

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the center line of North 5th Street distant 221.99 feet northwesterly from the intersection of the center line of North 5th Street (60 feet wide) and the northwesterly side line of Kent Avenue (60 feet wide), as both streets are shown mapped on the Official Map of the City of New York;

RUNNING THENCE south 45 degrees 00 minutes 00 seconds west, 121.34 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 45.75 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 3.42 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 26.01 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 84.79 feet to a point;

THENCE south 45 degrees 10 minutes 24 seconds east, 30.41 feet to a point;

THENCE south 44 degrees 57 minutes 56 seconds west, 47.34 feet to a point;

THENCE north 45 degrees 00 minutes 00 seconds west, 152.24 feet to a point;

THENCE north 45 degrees 00 minutes 00 seconds east, 256.57 feet to the center line of North 5th Street; and

THENCE south 45 degrees 00 minutes 00 seconds east, along the center line of North 5th Street, 50.00 feet to the point or place of BEGINNING.

SCHEDULE B

THE 1 NORTHSIDE PIERS CONDOMINIUM
BLOCK 2340

1 NORTHSIDE PIERS

Tax Lot #	Unit #	% COMMON INTEREST
1101	2A	0.5376%
1102	3A	0.3065%
1103	3B	0.6125%
1104	3C	0.4060%
1105	3F	0.3470%
1106	3G	0.7535%
1107	3K	0.4822%
1108	3L	0.4044%
1109	4A	0.2800%
1110	4B	0.6125%
1111	4C	0.3984%
1112	4D	0.6246%
1113	4E	0.6876%
1114	4F	0.3303%
1115	4G	0.6746%
1116	5A	0.2800%
1117	5B	0.6125%
1118	5C	0.3984%
1119	5D	0.6114%
1120	5E	0.6227%
1121	5F	0.3303%
1122	5G	0.6746%

SCHEDULE B

THE 1 NORTHSIDE PIERS CONDOMINIUM

BLOCK 2340

1123	6A	0.2800%
1124	6B	0.6125%
1125	6C	0.3984%
1126	6D	0.6114%
1127	6E	0.6227%
1128	6F	0.3303%
1129	6G	0.6746%
1130	7A	0.2800%
1131	7B	0.6125%
1132	7C	0.3984%
1133	7D	0.6114%
1134	7E	0.6227%
1135	7F	0.3303%
1136	7G	0.6746%
1137	8A	0.2800%
1138	8B	0.6125%
1139	8C	0.3984%
1140	8D	0.6246%
1141	8E	0.6227%
1142	8F	0.3303%
1143	8G	0.6746%
1144	9A	0.2800%
1145	9B	0.6125%
1146	9C	0.3984%
1147	9D	0.6246%

1148	9E	0.6227%
1149	9F	0.3303%
1150	9G	0.6746%
1151	10A	0.2800%
1152	10B	0.6125%
1153	10C	0.3984%
1154	10D	0.6246%
1155	10E	0.6227%
1156	10F	0.3303%
1157	10G	0.6746%
1158	11A	0.2800%
1159	11B	0.6125%
1160	11C	0.3984%
1161	11D	0.6246%
1162	11E	0.6227%
1163	11F	0.3303%
1164	11G	0.6746%
1165	12A	0.2800%
1166	12B	0.6125%
1167	12C	0.3984%
1168	12D	0.6246%
1169	12E	0.6227%
1170	12F	0.3303%
1171	12G	0.6746%
1172	14A	0.2800%

SCHEDULE B

THE 1 NORTHSIDE PIERS CONDOMINIUM

BLOCK 2340

1173	14B	0.6125%
1174	14C	0.3984%
1175	14D	0.6246%
1176	14E	0.6421%
1177	14H	0.4265%
1178	14J	0.5852%
1179	15A	0.2800%
1180	15B	0.6125%
1181	15C	0.3984%
1182	15D	0.6246%
1183	15E	0.6421%
1184	15H	0.4265%
1185	15J	0.5852%
1186	16A	0.2800%
1187	16B	0.6125%
1188	16C	0.3984%
1189	16D	0.6246%
1190	16E	0.6421%
1191	16H	0.4265%
1192	16J	0.5852%
1193	17A	0.2800%
1194	17B	0.6125%
1195	17C	0.3984%
1196	17D	0.6246%
1197	17E	0.6421%

SCHEDULE B

THE 1 NORTHSIDE PIERS CONDOMINIUM

BLOCK 2340

1198	17H	0.4265%
1199	17J	0.5852%
1200	18A	0.2800%
1201	18B	0.6125%
1202	18C	0.3984%
1203	18D	0.6246%
1204	18E	0.6421%
1205	18H	0.4265%
1206	18J	0.5852%
1207	19A	0.2800%
1208	19B	0.6125%
1209	19C	0.3984%
1210	19D	0.6246%
1211	19E	0.6421%
1212	19H	0.4265%
1213	19J	0.5852%
1214	20A	0.2800%
1215	20B	0.6125%
1216	20C	0.3984%
1217	20D	0.6246%
1218	20E	0.6421%
1219	20H	0.4265%
1220	20J	0.5852%
1221	21A	0.2800%
1222	21B	0.6125%

SCHEDULE B
THE 1 NORTHSIDE PIERS CONDOMINIUM
BLOCK 2340

1223	21C	0.3984%
1224	21D	0.6246%
1225	21E	0.6421%
1226	21H	0.4265%
1227	21J	0.5852%
1228	22A	0.2800%
1229	22B	0.6125%
1230	22C	0.3984%
1231	22D	0.6246%
1232	22E	0.6421%
1233	22H	0.4265%
1234	22J	0.5852%
1235	23A	0.2800%
1236	23B	0.6125%
1237	23C	0.3984%
1238	23D	0.6246%
1239	23E	0.6421%
1240	23H	0.4265%
1241	23J	0.5852%
1242	24A	0.2800%
1243	24B	0.6125%
1244	24C	0.3984%
1245	24D	0.6246%
1246	24E	0.6421%
1247	24H	0.4265%

SCHEDULE B

THE 1 NORTHSIDE PIERS CONDOMINIUM

BLOCK 2340

1248	24J	0.5852%
1249	25A	0.2800%
1250	25B	0.6125%
1251	25C	0.3984%
1252	25D	0.6246%
1253	25E	0.6421%
1254	25H	0.4265%
1255	25J	0.5852%
1256	26A	0.2800%
1257	26B	0.6125%
1258	26C	0.3984%
1259	26D	0.6246%
1260	26E	0.6421%
1261	26H	0.4265%
1262	26J	0.5852%
1263	PH-12	0.7373%
1264	PH-14	0.7251%
1265	PH-15	0.7210%
1266	PH-16	0.7268%
1267	PH-8	0.6984%
1268	PH-9	0.6833%
1269	PH-10	0.7100%
1270	PH-11	0.7394%
1271	PH-6	0.7100%
1272	PH-7	0.7394%

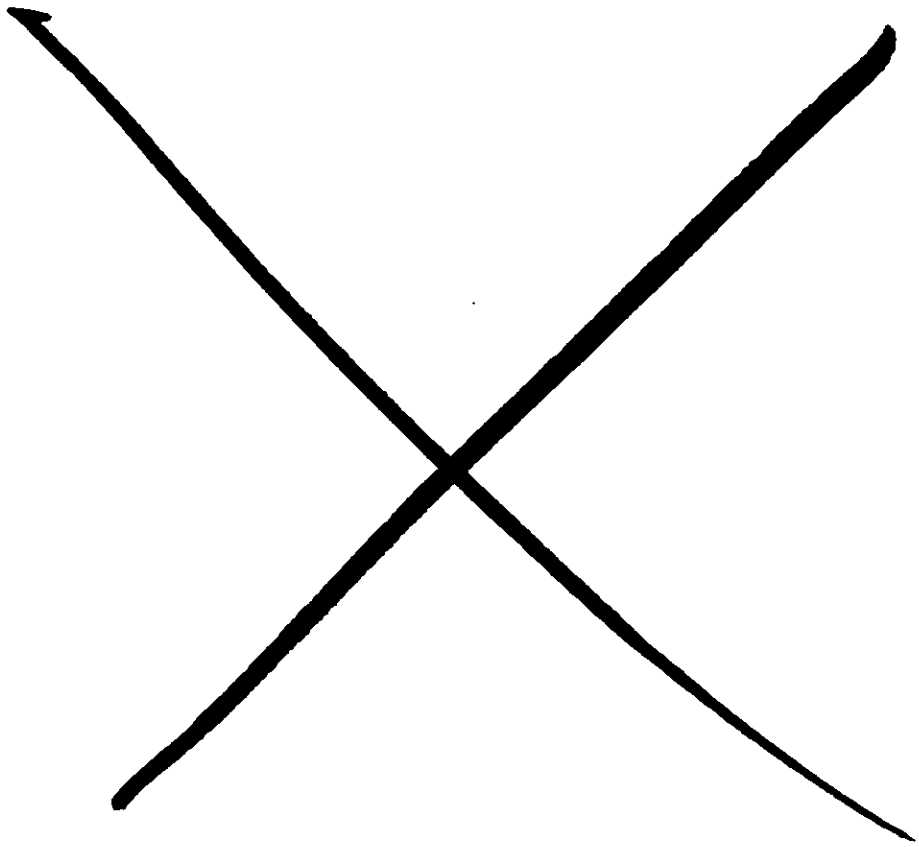
SCHEDULE B

THE 1 NORTHSIDE PIERS CONDOMINIUM

BLOCK 2340

1273	PH-1	1.0538%
1274	PH-2	0.8917%
1275	PH-3	0.9519%
1276	PH-4	0.7100%
1277	PH-5	0.7394%
1278	TH-D	1.7916%
1279	TH-C	1.5997%
1280	TH-B	1.4538%
1281	TH-A	1.4936%
		100.0000%

Exhibit C



ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of North 5th Street distant 271.99 feet northwesterly from the corner formed by the intersection of the northwesterly side of Kent Avenue (60 feet wide) and the southwesterly side of North 5th Street (60 feet wide);

RUNNING THENCE south 45 degrees 00 minutes 00 seconds west, 185.03 feet to a point;

THENCE north 45 degrees 00 minutes 00 seconds west, 152.72 feet to a point;

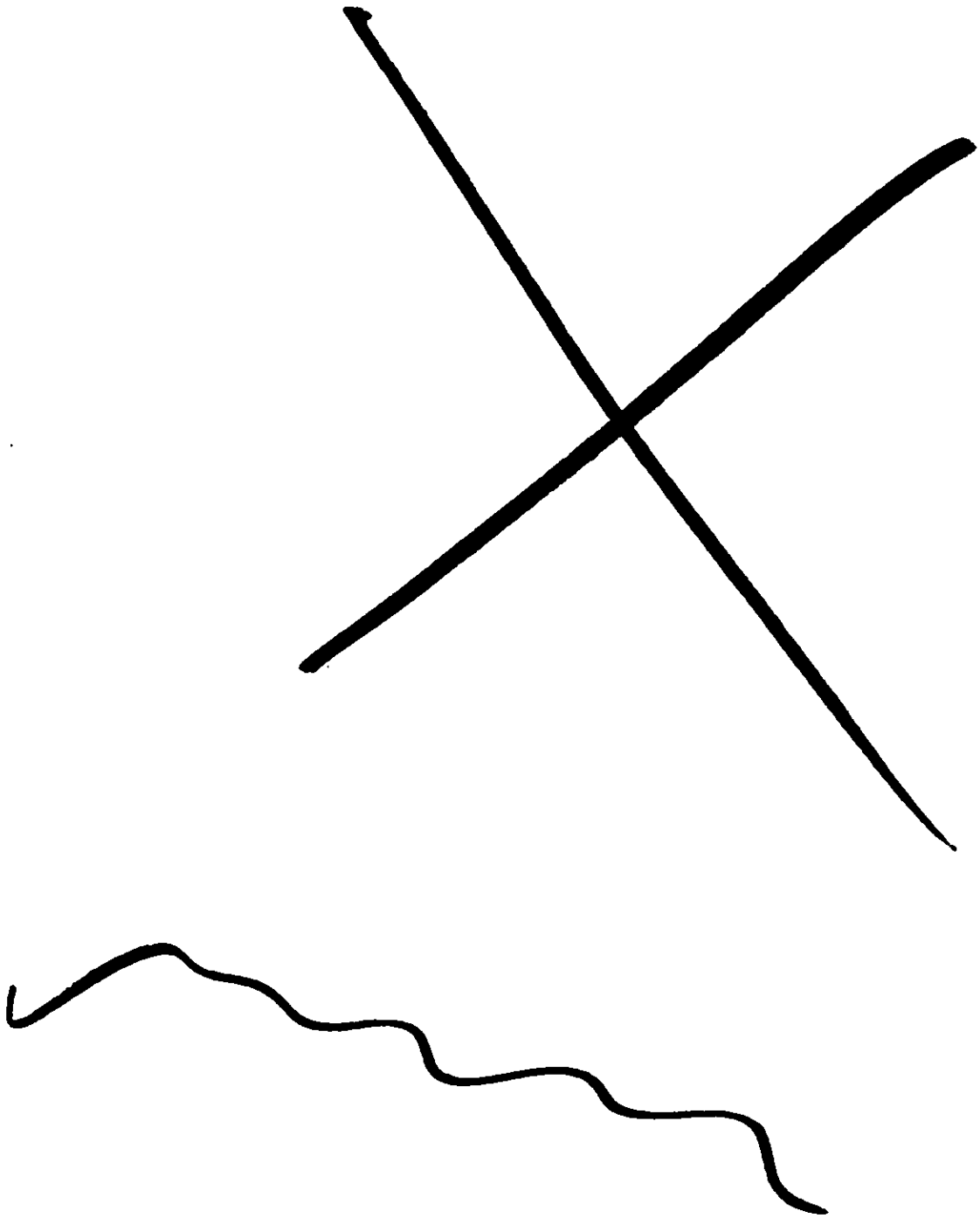
THENCE north 41 degrees 56 minutes 29 seconds east, 185.30 feet to the southwesterly side of North 5th Street; and,

THENCE south 45 degrees 00 minutes 00 seconds east, along the southwesterly side of North 5th Street, 162.61 feet to the point or place of BEGINNING.

Encompassing an area of 29,173 square feet or 0.7 acres, more or less

BLOCK 2340 LOT 3

Exhibit D



ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northwesterly side of Kent Avenue (60 feet wide) distant 206.09 feet southwesterly from the corner formed by the intersection of the northwesterly side of Kent Avenue (60 feet wide) with the southwesterly side of North 6th Street (60 feet wide);

RUNNING THENCE south 45 degrees 00 minutes 00 seconds west, 97.50 feet to land now or formerly of 184 Kent Ave Associates (Block 2348 Lot 1);

THENCE north 45 degrees 00 minutes 00 seconds west, along said land 368.82 feet to an angle point in said land;

THENCE north 55 degrees 24 minutes 00 seconds west, 103.44 feet to the Bulkhead Line established by the Harbor Commissioners in 1857;

THENCE south 41 degrees 57 minutes 43 seconds west, along said bulkhead line, 28.60 feet to a point;

THENCE north 33 degrees 36 minutes 22 seconds west, 45.56 feet (46.14 feet Deed) to a point;

THENCE north 45 degrees 03 minutes 35 seconds west, 323.70 feet (323.74 feet Deed) to the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE north 32 degrees 56 minutes 16 seconds east, along said pier line, 380.64 feet (380.56 feet Deed) to the centerline of North 6th Street as projected;

THENCE south 45 degrees 00 minutes 00 seconds east, along said centerline of North 5th Street as projected 415.67 feet (415.70 feet Deed) to the Bulkhead Line established by the Harbor Commissioners in 1857;

THENCE south 35 degrees 01 minutes 50 seconds west, along said bulkhead line, 30.64 feet (30.46 feet Deed) to the southwesterly side of North 6th Street;

Continued On Next Page

THENCE south 45 degrees 00 minutes 00 seconds east, along the southwesterly side of North 5th Street, 61.41 feet to a point;

THENCE south 41 degrees 56 minutes 29 seconds west, 185.30 feet to a point;

THENCE south 45 degrees 00 minutes 00 seconds east, 162.72 feet to a point;

THENCE south 45 degrees 00 minutes 00 seconds west, 41.46 feet to a point;

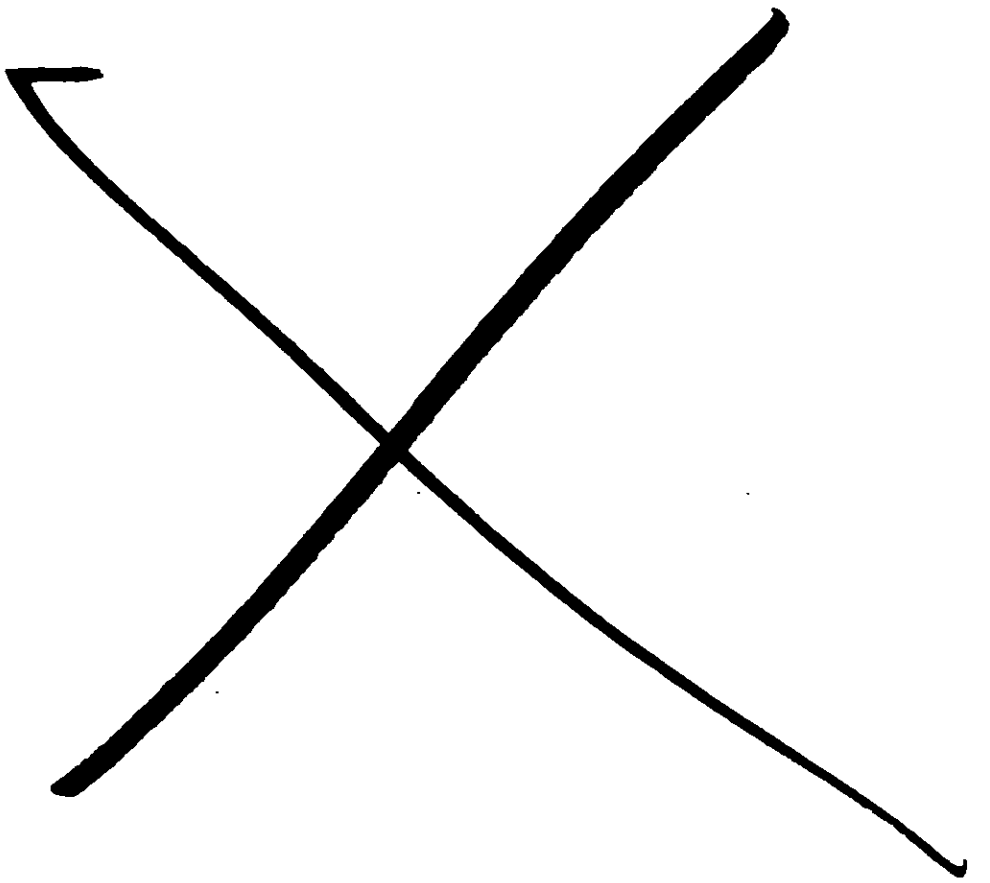
THENCE south 45 degrees 00 minutes 00 seconds east, 159.83 feet to a point;

THENCE south 55 degrees 18 minutes 34 seconds east, 113.99 feet to the northwesterly side of Kent Avenue the point or place of BEGINNING.

Encompassing an area of 204,831 square feet or 4.70 acres, more or less.

BLOCK 2340 LOT 4

Exhibit E



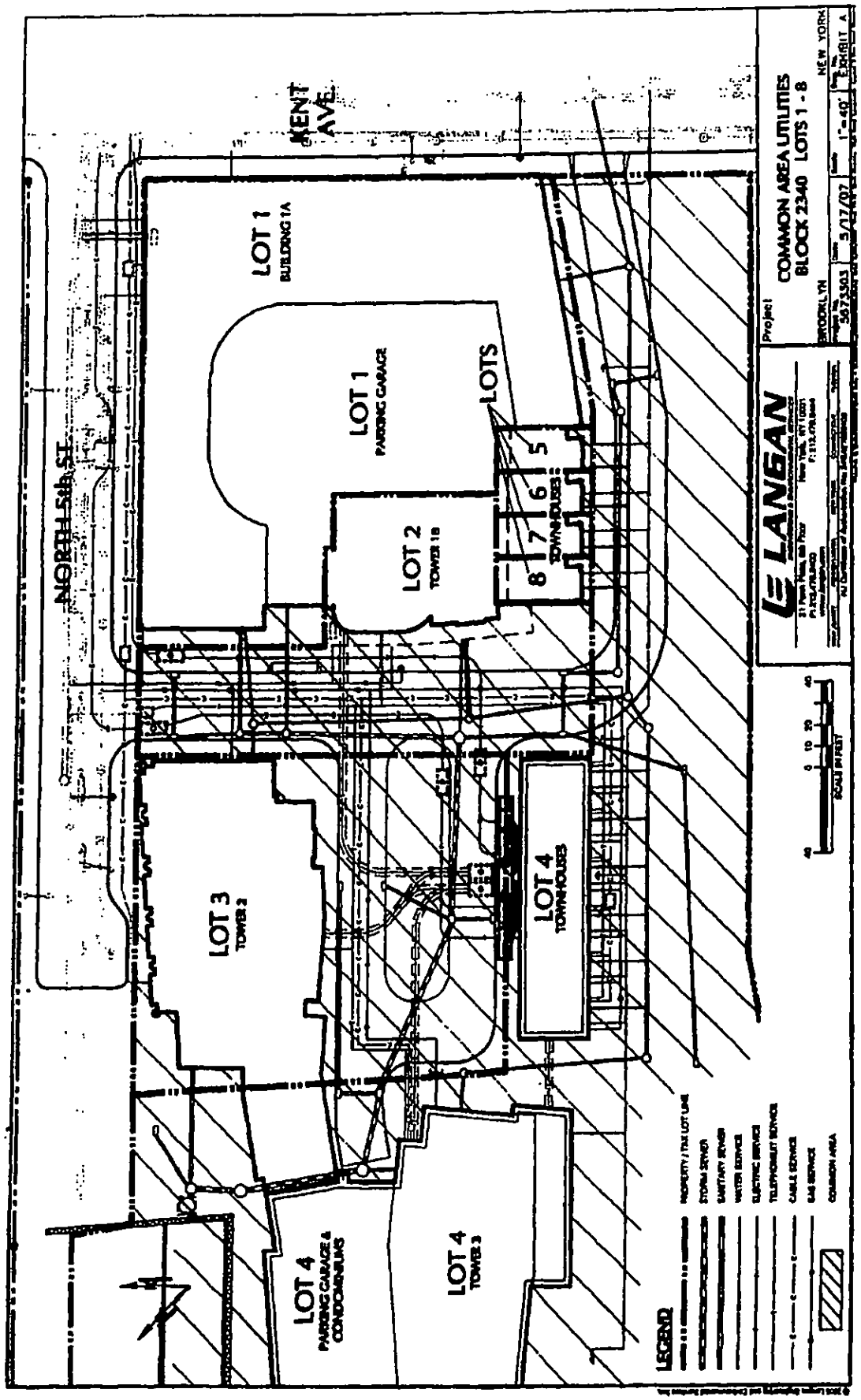
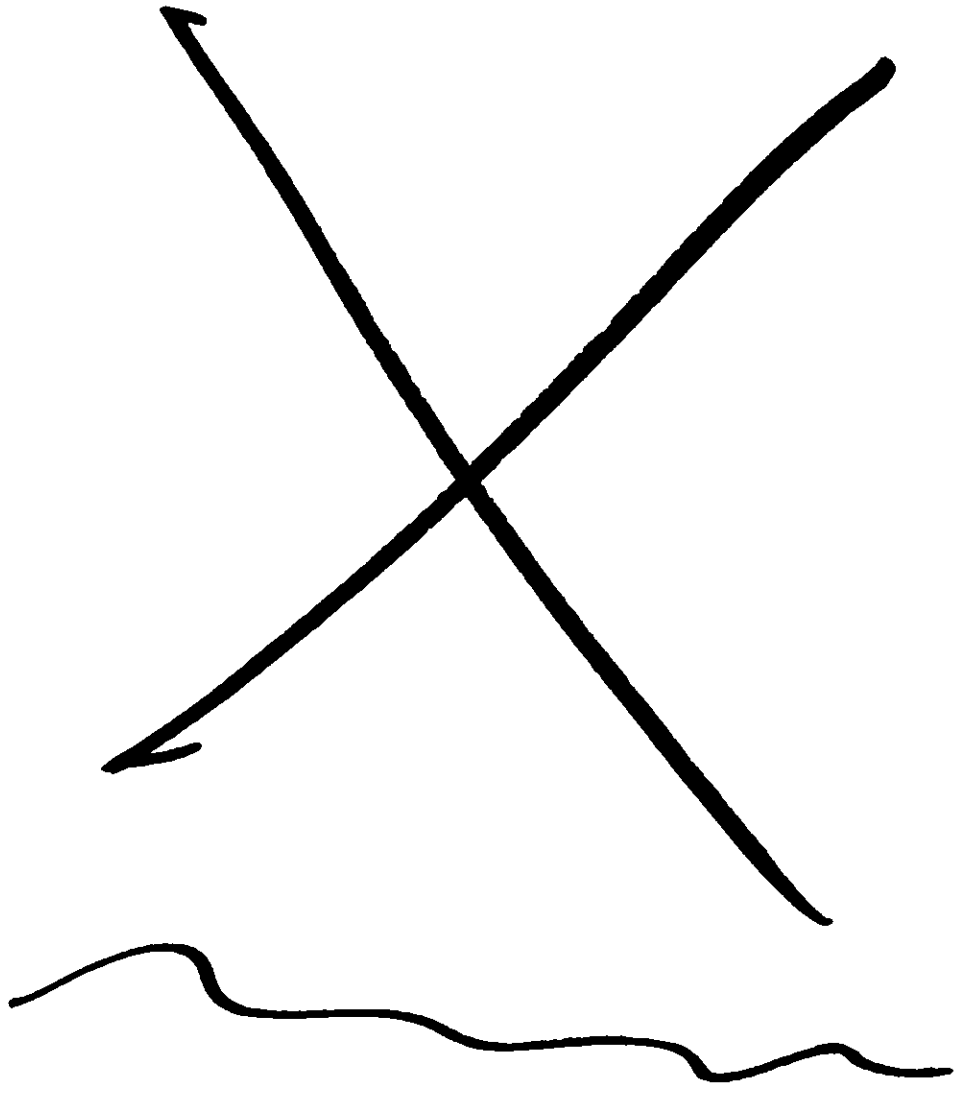

KENT AVE.
NORTH 5th ST
LOT 1
BUILDING 1A
LOT 1
PARKING GARAGE
LOT 2
TOWER 1B
LOTS
8 7 6 5
TOWNHOUSES
LOT 3
TOWER 2
LOT 4
TOWNHOUSES
LOT 4
PARKING GARAGE & CONDOMINIUMS
LOT 4
TOWER 3
LEGEND
PROPERTY / TAX LOT LINE
STORM SEWER
SANITARY SEWER
WATER SERVICE
ELECTRIC SERVICE
TELEPHONE/FIBER SERVICE
CABLE SERVICE
GAS SERVICE
COMMON AREA
SCALE IN FEET
LANGAN
COMMON AREA UTILITIES
BLOCK 2340 LOTS 1 - 8
BROOKLYN
NEW YORK
5/17/07
1"=40'
EXHIBIT A

Exhibit F



LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES

12 December 2007
5654502

WRITTEN DESCRIPTION
BLOCK 2430 ENTIRE PROJECT
IN THE BOROUGH OF BROOKLYN
KINGS COUNTY, NEW YORK

Beginning at the intersection of the centerline of North 5th Street (60' wide) and the northwesterly sideline of Kent Avenue (60' wide), as both streets are shown mapped on the official map of the City of New York; thence

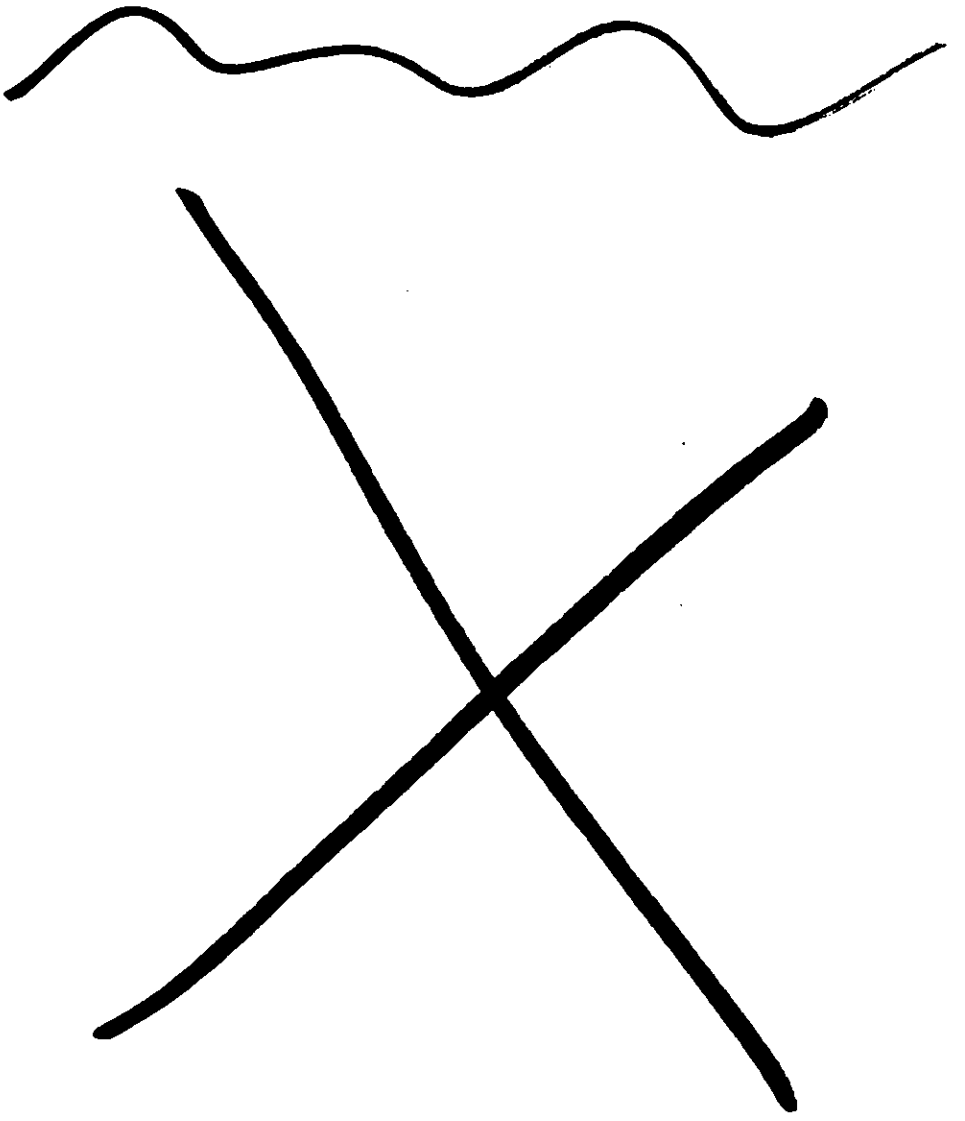
1. South 45°00'00" West, a distance of 333.67 feet to a point; thence
2. North 45°00'00" West, a distance of 368.82 feet to a point; thence
3. North 55°24'00" West, a distance of 103.44 feet to a point; thence
4. South 41°57'43" West, a distance of 28.60 feet to a point; thence
5. North 33°36'22" West, a distance of 45.56 feet to a point; thence
6. North 45°03'35" West, a distance of 323.70 feet to a point; thence
7. North 32°56'16" East, a distance of 380.64 feet to a point; thence
8. South 45°00'00" East, a distance of 916.96 feet to the Point of Beginning.

Encompassing an area of 309,458 square feet or 7.10 acres, more or less.

This description is prepared in accordance with a plan entitled "Subdivision Plan, Block 2430 Lot 1" prepared by Langan Engineering and Environmental Services, Inc. Elmwood Park, New Jersey, Langan Project No. 5654502, dated 11 November 2005, last revised 1 November 2007, Drawing No. 07.02R.

G:\Data5\5654502\Survey Data - 5654502\Office Data\Subdivision Descriptions\31 October 2007\Entire Lot 1.doc

Exhibit G



BY-LAWS

OF

WILLIAMSBURG WATERFRONT UTILITIES HOMEOWNERS ASSOCIATION, INC.,

A New York Not-for-Profit Corporation

ARTICLE I. NAME, LOCATION AND PRINCIPAL OFFICE

These are the By-Laws of Williamsburg Waterfront Utilities Homeowners Association Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at 4 North 5th Street (also known as 1 Northside Piers), Brooklyn, New York.

ARTICLE II. DEFINITIONS

The following words when used in these By-laws shall, unless the context otherwise prohibits, have the meanings set forth below:

"Association" shall mean and refer to Williamsburg Waterfront Utilities Homeowners Association, Inc., a New York Not-for-Profit Corporation.

"Board of Directors" or "Board" shall mean the board of directors of the Association.

"Building or Buildings" shall mean and refer to all residential and mixed-use buildings situated upon the Property.

"By-Laws" shall mean the By-Laws of the Association as the same may be amended from time to time by the Members of the Association.

"Common Area" shall mean and refer to certain areas of land within the Property that are intended to be devoted to the common use of the Owners of the Property for the purpose of installing, using, maintaining, repairing and replacing utility lines, wires, pipes, conduits, telephone lines, cable television lines, water lines, sewers and drainage lines ("Utility Lines"), as shown on **Exhibit E** to the Declaration.

"Declaration" shall mean the Declaration of Covenants, Restrictions, Easements, Charges and Liens of Williamsburg Waterfront Utilities Homeowners Association, Inc.

"Development" shall mean a development being constructed on the Property consisting of at least an eight (8) Buildings.

"Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article VI.

"Occupants" shall mean the residents of the Buildings planned for construction on Party 1-A Premises, 1 Northside Piers Premises, Party 2 Premises and Party 3 Premises, as defined herein.

"Owner" shall mean, individually, Party 1-A Owner, 1 Northside Piers Manager, Party 2 Owner or Party 3 Owner, as defined herein.

"Party 1-A Owner" shall mean Palmer's Dock LLC, the fee owner of the land and improvements to be constructed thereon, located in Brooklyn, New York on Block 2340, Lot 1, as shown on the tax map of the City of New York (the "**Party 1-A Premises**"), being more particularly bounded and described in **Exhibit A** to the Declaration.

"1 Northside Piers Manager" shall mean the board of managers of The 1 Northside Piers Condominium, located in Brooklyn, New York on Block 2340, Lots 1101-1281 (formerly Lots 2, 5, 6, 7 and 8), as shown on the tax map of the City of New York (the "**1 Northside Piers Premises**"), being more particularly bounded and described in **Exhibit B** to the Declaration.

"Party 2 Owner" shall mean Kent Avenue Property 2 LLC, the fee owner of the land and improvements to be constructed thereon, located in Brooklyn, New York on Block 2340, Lot 3, as shown on the tax map of the City of New York (the "**Party 2 Premises**"), being more particularly bounded and described in **Exhibit C** to the Declaration.

"Party 3 Owner" shall mean Kent Avenue Property 3 LLC, the fee owner of the land and improvements to be constructed thereon, located in Brooklyn, New York on Block 2340, Lot 4, as shown on the tax map of the City of New York (the "**Party 3 Premises**"), being more particularly bounded and described in **Exhibit D** to the Declaration.

"Property" shall mean and refer to the property known as 2340, Lots 1, 3, 4, and 1101-1281 (formerly Lots 2, 5, 6, 7 and 8), being more particularly bounded and described in **Exhibit F** to the Declaration.

ARTICLE III. PURPOSE

The Association is formed for the purpose of providing each Member with adequate access to install, use, maintain, repair and replace Utility Lines located within the Common Area.

ARTICLE IV. APPLICABILITY

All present and future Members shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members.

ARTICLE V. USE OF COMMON AREA

Declarants desire to develop a residential community ("Community") with Utility Lines for the benefit of said Community.

ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS

The Association shall have one class of Members. Each Owner, upon the filing of this Declaration of Covenants and Restrictions, Easements Charges and Liens, with the Office of the Register of the City of New York in the County of Kings, City and State of New York, shall automatically become a Member in the Association.

There shall be four (4) directors in the Association. Each Owner shall be entitled to designate one (1) director. Each director shall be entitled to one (1) vote. Membership interests in the Association shall run with the land. In the event that Party 1-A Premises, 1 Northside Piers Premises, Party 2 Premises and/or Party 3 Premises is converted to a condominium form of ownership, the Board of Managers for each Premises shall replace such Owners as Members of the Association and shall each designate one (1) director thereof.

ARTICLE VII. QUORUM, PROXIES AND WAIVERS

Section 1. Quorum. So many Members as shall represent one hundred percent (100%) of the total authorized votes of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by law, by the Declaration, the Certificate of Incorporation of the Association or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting. At least five (5) days written notice of such adjourned meeting shall be given to all Members. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting, so many members as shall represent at least a majority of the total authorized votes of all Members shall constitute a quorum.

Section 2. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members, unless the question is one upon which by express provision of law, the Declaration, the Certificate of Incorporation of the Association or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Notwithstanding the foregoing, the following matters may be submitted to arbitration in accordance with the provisions of Article XIV by any Owner: (1) if there is no majority vote on a matter within 60 days after submission of such matter to the Board of Directors by an Owner or member of the Board of Directors; (ii) upon the request of any Owner wishing to appeal a

decision of the Board of Directors to assess a Negligence Payment (as defined herein) against such Owner; and, (iii) upon the request of any Owner who disagrees with a decision of the Board of Directors with respect to the manner and standards of management and operation of the Common Area, provided that the matter in question is claimed to result in (x) a decrease in service (except if caused by any generally applicable requirement of any governmental authority), or (y) unequal benefits to all of the Premises served by such Common Area.

Section 3. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 4. Proxies. All proxies shall be in writing and shall be filed with the Secretary of the Association prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 5. Waiver and Consent. Wherever the vote of the membership at a meeting is required or permitted by law or by any provision of the Declaration, the Certificate of Incorporation of the Association or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 6. Place of Meetings. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

Section 7. Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meeting there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VIII of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

Section 8. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of the Association of a petition signed by a majority of the Members.

Section 9. Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 10. Order of Business. The order of business at all meetings shall be as follows:

(a) Roll call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of officers
(e) Report of committees
(f) Appointment of inspectors of election (in the event there is an election)
(g) Election of Directors (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE VIII. BOARD OF DIRECTORS

Section 1. **Number and Term.** The number of Directors which shall constitute the whole Board shall be four (4). At the annual meeting and at all subsequent meetings, each Member shall designate one (1) Director to serve for one-year terms and until their successors have been duly designated and qualified. As required by law, each Director shall be at least eighteen years of age.

Section 2. **Vacancy and Replacement.** If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, the designating Member may designate a replacement.

Section 3. **Removal.** Directors may be removed for cause by an affirmative vote of a majority of the Members.

Section 4. **Powers.**

(a) The Property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by law, the Declaration, the Certificate of Incorporation or by these By-Laws, directed or required to be exercised or done by the Members personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy assessments ("Association Assessments"), as needed, to cover the cost of operating and maintaining the Utility Lines within the Common Area. The Board of Directors may increase the Association Assessments or vote a special assessment, if required, to meet any additional necessary expenses;

2. To collect, use and expend the Association Assessments to maintain, care for, preserve, repair and replace the Utility Lines;

3. To make repairs, restore or alter the Utility Lines after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts;

5. To collect delinquent Association Assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the rules and regulations herein referred to;

6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and all amendments to each Member;

7. To employ workmen, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance and other services and generally to have the power of Directors in connection with the matters hereinabove set forth;

8. To bring and defend actions by or against one or more Members and pertinent to the operation of the Association and to assess special assessments to pay the cost of such litigation; and

9. To hire a managing agent to perform and exercise the powers of the Board of Directors in the management of the Utility Lines (the "Managing Agent").

(b) The Board of Directors may, by resolution or resolutions, passed by a majority of the Board of Directors, designate one or more committees, each of such committee to consist of at least three (3) persons to exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided that the resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, the Board of Directors may not, without the prior written consent of one hundred percent (100%) of the Members: (i) assess any Association charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, or (ii) borrow money on behalf of the Association, or (iii) purchase any materials, equipment or other goods costing in excess of $1,000.00.

(d) Notwithstanding anything to the contrary the Declaration or these By-Laws, if any repair and/or replacement is necessitated by the negligence or willful misconduct of an Owner (the "Negligent Owner") or its officers, agents, servants, employees, contractors, licensees or

invitees, then the Negligent Owner shall bear the cost of such repair and/or replacement, and such cost shall not be included in Association Assessments. The foregoing shall not be construed as a waiver of any rights that the Owner of a damaged Premises may have against a Negligent Owner. The Negligent Owner shall pay to the affected Owner the entire cost of such repair and or replacement, or monthly progress payments based on the Managing Agent's requisitions if the cost of such repair or replacement exceeds $100,000, within ten days after the submission of a statement by the affected Owner to the Negligent Owner. All payments made pursuant to the preceding sentence are referred to herein as a "Negligence Payments." If the Negligent Owner disputes the amount of the cost of the repair and/or replacement or its responsibility to pay such cost, such matter shall be determined by the Board of Directors, and, except in the case of an emergency, the repair and/or replacement shall not be performed until such determination is made. The Negligent Owner, the other Owners, and the Managing Agent of the Property, if any, shall be bound by such determination, except as otherwise provided with respect to the arbitration of the Board of Director's decision.

Section 6. Failure of Payment.

(a) If any Owner fails to pay any installment of its Association Assessments, or make any other payment required of it under these By-Laws, within ten days after the due date for such payment, a late charge equal to 5% on the overdue sum (the "Late Charge Payment") shall become due and payable to the party entitled to such overdue payment, as liquidated damages for the administrative costs and expenses incurred by such party by reason of such Owner's failure to make prompt payment, and such Late Charge Payment shall be payable by such Owner on demand. No failure by the party entitled to such payment to insist upon the strict performance by such Owner of its obligations to pay late charges shall constitute a waiver by such party of its right to enforce the provisions of this section in any subsequent instance. In addition to the foregoing, any payment which is more than 30 days overdue shall bear interest at the prime rate as announced from time to time in the *Wall Street Journal*, plus of 5%.

(b) If any Owner fails to pay any installment of its Association Assessment, or to make any other payment required of it under this section, and as a result of such failure a lien is filed against the Premises by another Owner, then at the election of such other Owner the delinquent Owner shall (i) cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, or reimburse such other Owner for the costs and expenses incurred by such other Owner to obtain such discharge itself; and (ii) indemnify, defend and save such other Owner harmless from and against all liabilities, suits, obligations, fines, damages, penalties, clauses, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon, incurred by or asserted against such other Owner by reason of such lien.

(c) The responsibility to enforce the obligations of any Owner that has failed to pay any sums due under these By-Laws shall initially rest with the Board of Directors, which shall have the authority to act on behalf of all of the non-delinquent Owners in enforcing, on behalf of the non-delinquent Owners, a failure of payment by a delinquent Owner. Notwithstanding the foregoing, in the event that a non-delinquent Owner requests the Board of Directors to enforce the obligations of

a delinquent Owner and the Board of Directors fails to act within 60 days following such request, then such requesting Owner may bring an action in its own name, as provided in Article XV, Section 12 hereof.

Section 7. Compensation. Directors and officers, as such, shall receive no compensation for their services, but shall be entitled to be reimbursed for reasonable expenses incurred in their performance of their duties, as approved by the Board.

Section 8. Meetings.

(a) The first meeting of the Board of Directors which has been newly designated by the Members shall be held immediately upon adjournment of the meeting at which they were designated, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without specific notice.

(c) Special meetings of the Board may be called by the President of the Association on two (2) days' notice to each Director either personally, by mail, by telefax or by e-mail. Special meetings shall be called by the President or the Secretary of the Association in a like manner and on like notice on the written request of at least two (2) Directors.

(d) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specially provided by law or by the Declaration or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is present.

(e) Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by the Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Annual Statement. The Board shall furnish to all Members and shall present annually (at the annual meeting) and when called for by a vote of the members at any special meeting of the members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Members and a notice of the holding of the annual meeting of the Association members.

Section 10. **Fidelity Bonds.** The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

ARTICLE IX. OFFICERS

Section 1. **Officers.** The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. All officers must be members of the Board of Directors.

Section 2. **Election.** The Board of Directors, at its first meeting after each annual meeting of Association Members, shall elect or appoint a President, a Vice President, a Secretary and a Treasurer.

Section 3. **Appointive Officers.** The Board may appoint such other officers and agents as the Board shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined form time to time by the Board.

Section 4. **Term.** The officers shall hold office for a period of one year or until their successors are chosen and qualify in their stead. All officers may hold office for multiple successive terms. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the Board of Directors present at such meeting, provided prior notice was given to all Board members that this item was on the agenda for such meeting. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. **The President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association Members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 6. **The Vice President.** The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act, and shall have such powers and duties as are usually vested in the office of Vice President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 7. **The Secretary.** The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the

minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of Association Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision the Secretary shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association including the vouchers for such disbursements, and shall deposit all monies, and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. These duties may also be exercised by the Managing Agent, if any. However, such Management Agent shall not replace the Treasurer.

The Treasurer shall disburse the funds of the Association as the Treasurer may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and the Directors, at the regular meeting of the Board or whenever they may require it, an account of all the Treasurer's transactions as Treasurer and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which among other things, shall contain the amount of each assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE X. LIABILITY

(A) Members of the Board of Directors:

(i) Shall not be liable for any claim, demand, suit or cause of action arising out of the operation of the Common Areas, including but not limited to the failure of any service to be obtained by the Managing Agent, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust, sand or sewage which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place, unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of such Member;

(ii) Shall not be liable to the Owners as a result of the performance of the Board Members' duties for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence;

(iii) Shall have no personal liability in contract to an Owner or any other person under any agreement, check, contract, deed, lease, instrument or transaction entered into by them on behalf of the Board of Directors or the Owners in the performance of their duties;

(iv) Shall have no personal liability in tort to an Owner or Occupant or any other person, direct or imputed, by virtue of acts performed by or for them pursuant to this Declaration, except for the Board Members' own willful misconduct or gross negligence in the performance of their duties;

(v) Shall have no personal liability arising out of the use, misuse or condition of any Premises which might in any way be assessed against or imputed to the Board Members as a result of or by virtue of their performance of their duties, except for the their own willful misconduct or gross negligence; and

(vi) Shall have no personal liability for monetary damages for any action taken or failure to take any action which might in any way be assessed against or imputed to the Board members as a result of the performance of their respective duties, except for acts or omissions constituting willful misconduct or gross negligence.

(B) Each Member of the Board of Directors in his or her capacity as a Board of Directors Member, shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a Member of the Board of Directors, or any settlement of any such proceeding, whether or not he or she is a Board of Directors Member at the time such expenses are incurred, except in such cases wherein such Board of Directors Member is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided, that in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected Member abstaining if he or she is then a Board of Directors Member) approves such settlement and reimbursement as being in the best interests of the Owners and the Board of Directors; provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Board of Directors Member had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Owners set forth in this section shall be paid by the Owners on behalf of the Members of the Board of Directors, shall constitute Association Assessments, and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board of Directors Member may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

(C) The Board of Directors shall obtain insurance to satisfy the indemnification obligations of the Owners set forth in Section (B) above, if and to the extent reasonably available, and the cost of such insurance shall be part of the Association Assessment.

(D) Each Owner shall:

(a) indemnify and hold the other Owners and their Occupants and the Managing Agent harmless from and against any damages, liabilities, actions, claims and expenses (including, without limitation, attorneys' fees in a reasonable amount) in connection with loss of life, personal injury, or damage to property suffered or sustained by third parties (i.e., individuals and entities not affiliated with or employed by the indemnified Owner or Occupant) arising out of any occurrence in or upon the indemnifying Owner's Premises, except to the extent that any such loss of life, personal injury, or damage to property was caused by the gross negligence or willful misconduct of the indemnified Owner or its Occupants; and

(b) name as "additional insureds" under its policies of liability insurance, the other Owners and their Occupants, the members of the Board of Directors, and the holders of any mortgages on the other Owners' Premises whose names and addresses have been furnished in writing to the indemnifying Owner.

ARTICLE XI. NOTICES

Section 1. Definitions. Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Directors or to any Director or Association Member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, such Director, or such Member, at such address as appears on the books of the Association.

Section 2. Service of Notice or Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or by these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE XII. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Association shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 2. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all members. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other expenses of the Association.

Section 3. **Other Accounts**. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE XIII. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called meeting of Association Members provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of one hundred percent (100%) percent of the Members.

ARTICLE XIV. ARBITRATION

Any Owner which is expressly entitled to do so under these By-Laws may request arbitration of a particular matter in dispute if arbitration is expressly required in these By-Laws to be the procedure to be undertaken for the resolution of such dispute. In such cases where these By-Laws expressly provide for the settlement of such dispute by arbitration, and only in such cases, the party (or parties) desiring arbitration shall appoint a disinterested person as arbitrator on its (or their) behalf and give notice thereof to the other party (or if any such other party is the Board of Directors, to all of the Owners, or all of the other Owners if the initiating party is an Owner) who shall, within 15 days thereafter, appoint a second disinterested person as arbitrator on its or their behalf and give written notice thereof to the first party. The two arbitrators thus appointed shall together appoint a third disinterested person within 15 days after the appointment of the second arbitrator, and said three arbitrators shall, as promptly as possible, determine the matter which is the subject of the arbitration and the decision of the majority of them shall be conclusive and binding on all parties and judgment upon the award may be entered in any court having jurisdiction. After the appointment of the first arbitrator, if the party (or parties) who shall have the right pursuant to the foregoing to appoint an arbitrator fails or neglects to do so, then and in such event, the other party (or parties) (or if the two arbitrators appointed by the parties shall fail to appoint a third arbitrator when required hereunder, then either party) may apply to any court of competent jurisdiction to appoint such arbitrator. The arbitration shall be conducted in the City of New York or in Kings County and, to the extent applicable and consistent with this Article XIV, shall be in accordance with the Commercial Arbitration Rules then obtaining of the American Arbitration Association or any successor body of similar function. The expenses of arbitration shall be shared equally by the parties thereto but each party shall be responsible for the fees and disbursements of its own attorneys and the expenses of its own proof, provided that if the Board of Directors is a party, each Owner (other than any Owner which is a party opposing the Board of Directors in such proceeding) shall share equally the expenses to be borne by the Board of Directors hereunder. The parties shall sign all documents and do all other things necessary to submit any such matter to arbitration and hereby waive any rights they or any of them may have at any time to revoke their agreement to submit to arbitration and to abide by the decision rendered by the arbitrators. The arbitrators shall have no power to vary or modify any of the provisions of the Declaration or these By-Laws and their

jurisdiction is limited accordingly. In any arbitration pursuant to this Article XIV, the standard of determination shall be that of a prudent owner of the entire Property who intends to operate the Property on a long-term basis as a first-class, integrated real estate complex. The decision of the arbitrators shall be binding on the Owners and on the Managing Agent, if applicable. Any notice given by an Owner or the Board of Directors requesting or commencing an arbitration proceeding under these By-Laws shall simultaneously be given to the Managing Agent, and the Managing Agent shall have the right to participate in any such arbitration which involves or affects its obligations hereunder or under its management agreement.

ARTICLE XV. GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Seal. The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of New York. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 3. Examination of Books and Records. Each Member shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to its Board of Directors. The Declaration, Certification of Incorporation and the By-Laws of the Association may be examined by each Member at the principal office of the Association.

Section 4. Construction. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so required.

Section 5. Conflict. In the case of any conflict between the Certificate of Incorporation of the Association and these By-Laws, the Certificate of Incorporation of the Association shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 6. Injunctive and Other Remedies. In the event of a breach by any Owner of any obligation of the Declaration or these By-Laws, the Board of Directors, acting on behalf of the other Owners, shall be entitled, as a result of the inadequacy of legal remedies and the irreparable harm that would be caused by such breach, to obtain an injunction specifically enforcing the performance of an affirmative obligation that is not being fulfilled or restraining any activity constituting such breach. Any action taken or document executed by an Owner or Occupant that is in violation of the Declaration or these By-Laws shall be void, and may be set aside upon the petition of the Board of Directors. Any costs and expenses of any such proceeding (including, without limitation, attorneys' fees in a reasonable amount), shall be paid by the Defaulting Owner (as hereinafter defined) and, if recorded without effective Dispute (as

hereinafter defined), shall constitute a lien against the Defaulting Owner's Premises and the Buildings thereon, until paid. However, any such lien shall be subordinate to the lien of any Mortgage against the Defaulting Owner's Premises.

Section 7. **Non-Waiver.** No delay or omission of the Board of Directors or of any Owner in the exercise of any right accruing upon the default of another Owner under the Declaration or these By-Laws shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. The waiver by the Board of Directors or any Owner of a breach of any of the terms and conditions of the Declaration or these By-Laws by another Owner shall not be construed to be a waiver of any subsequent breach of the same or any other provision of the Declaration or these By-Laws. No waiver of any such default shall be effective unless set forth in a writing signed by the Board of Directors or by Owner making such waiver. Except as otherwise specifically provided in these By-Laws:

(a) no remedy provided in these By-Laws shall be exclusive, but each shall be cumulative with all other remedies provided in these By-Laws; and

(b) the Board of Directors or an Owner may exercise any and all remedies available at law and in equity.

Section 8. **Non-Terminable.** No breach of the provisions of this the Declaration or these By-Laws shall entitle any Owner to cancel, rescind, or otherwise terminate the Declaration or these By-Laws, but such limitation shall not affect in any manner any other rights or remedies that any Owner may have hereunder by reason of any breach of the provisions of the Declaration or these By-Laws by another Owner.

Section 9. **Force Majeure.** In the event any Owner or other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, acts of terrorism, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified by an architect, war, or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Section 10. **Dispute.** A party alleging a claim or other dispute under the Declaration or these By-Laws (a "Dispute" and the party alleging same, the "Disputing Party") shall endeavor promptly to notify the party who is the subject of the Dispute in writing as to the nature of the Dispute; provided, that a failure of prompt notification by the Disputing Party shall not be deemed to constitute a waiver by the Disputing Party of any claim or cause of action that such party may have under the Declaration or these By-Laws.

Section 11. **Failure of Performance and Remedies.** In the event that an Owner does not perform, or cause its Occupant to perform, an obligation under the Declaration or these By-Laws ("Defaulting Owner"), then:

(a) if, with the exercise of diligence, the default is susceptible of cure within a 30 day period, if the Defaulting Owner fails to cure such default within 30 days after written demand for cure issued by the Board of Directors; or

(b) if the default is not one which may reasonably be cured within a 30 day period, if the Defaulting Owner does not commence to cure such default within 30 days after written demand by the Board of Directors, or does not proceed thereafter with diligence to cure such default, upon delivery by the Board of Directors to the Defaulting Owner of a second notice, and if such Defaulting Owner still has not, within ten days following issuance of such second notice, cured such default, the Board of Directors may perform such obligation and cure such default. In such event,

(i) if the default in question involves such Owner's failure to operate, maintain, insure or repair the Common Areas as required under the Declaration and these By-Laws, the Board of Directors shall have the same rights under the Declaration and these By-Laws as the Owner of the Premises on which such Common Areas are located to bill the other Owners for their Association Assessment for such performance, and shall likewise bill the Defaulting Owner for its Association Assessment of such costs; and

(ii) if the default in question does not involve the Defaulting Owner's obligations to operate, maintain or insure the Common Areas, then the Defaulting Owner shall reimburse the Board of Directors for all of the costs and expenses paid or incurred in performing such cure, together with interest on such expenditure from the date paid until the date reimbursed at the prime rate as announced form time to time in the Wall Street Journal, plus 5%.

Any claim for reimbursement, together with interest thereon as aforesaid (if applicable), shall be secured by a lien on the Defaulting Owner's Premises and the Buildings thereon, which lien shall be effective upon the recording of a notice in the King's County Clerk's Office. Such lien shall be subordinate to the lien of any Mortgage affecting the subject Premises. Nothing in this section shall be deemed to prohibit the Board of Directors from curing an Owner's default immediately and without notice in the event of an emergency, and in such event the costs of such cure shall be reimbursed as provided in clauses (i) or (ii) above, as applicable.

Section 12. **Enforcement by Owners.** Notwithstanding anything to the contrary in the Declaration and these By-Laws, and except where arbitration is stipulated herein as the method required to be used in resolving a specific type of dispute, nothing in the Declaration or these By-Laws shall be deemed to prohibit an individual Owner from seeking injunctive or equitable relief, or asserting a claim for damages, arising out of an alleged violation of the Declaration or these By-Laws by another Owner or its Occupants; provided, that the aggrieved Owner has (i) first notified the offending Owner of the Dispute and has requested the Board of Directors to take action with respect thereto, and (ii) the Board of Directors has either failed to take such action within 60 days following such request, or has denied such request. The foregoing shall not be deemed to prohibit any Owner from acting in an emergency to prevent imminent damage to its Premises, or injuries to individuals, or otherwise limit any remedies that are expressly provided to Owners under the Declaration or these By-Laws.

Section 13. Saving Provision. If any provision of the Declaration or these By-Laws, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative, or unenforceable, the remainder of the Declaration and these By-Laws, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for the Declaration and these By-Laws, and each provision of the Declaration and these By-Laws shall be valid and enforceable to the fullest extent permitted by law.

Section 14. Headings. The Article and Section headings in these By-Laws are for convenience only, shall in no way define or limit the scope or content of these By-Laws, and shall not be considered in any construction or interpretation of these By-Laws or any part hereof.

Section 15. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made or granted pursuant to the Declaration and these By-Laws shall bind the Property and constitute an equitable servitude on the Property appurtenant to, and for the benefit of, all portions of the Property. Any transferee of any part of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have:

(a) assumed all of the obligations of the Declaration and these By-Laws relating thereto, to the extent of its interest in its Premises; and

(b) agreed with the then Owners of all of the other portions of the Property to execute any and all instruments, and to do any and all other things, that they shall reasonably require in order to carry out the intention of the Declaration and these By-Laws.

The transferor of any Premises or any portion thereof shall automatically be relieved of further liability under the Declaration or these By-Laws with respect to such Premises upon the completion of such transfer, except for any unsatisfied liability that may have arisen under the Declaration and these By-Laws during the transferor's period of ownership of such Premises.

METROPOLITAN VALUATION SERVICES

REAL ESTATE CONSULTING AND APPRAISAL

March 19, 2008

Kent Avenue Property 2 LLC
1865 Palmer Avenue
Larchmont, NY 10538

re: **MVS # 08-0155**
Post-Completion Real Estate Tax Assessment and Analysis
The 2 Northside Piers Condominium
2 Northside Piers
Kings County Block 2340 Lot 3
Brooklyn, NY 11211

Greetings:

You have requested us to prepare an estimate the prospective real estate tax assessment for the to-be-developed apartments and Commercial Unit (herein referred to as the 'subject property') at 2 Northside Piers, Brooklyn, NY assuming its initial year of operation as a condominium commencing approximately January 1, 2010. The improvements will be developed on a portion of a larger site within the block bounded by North 5th Street to the north, Kent Avenue to the west, the East River to the west and North 4th Street to the south in the Williamsburg section of Brooklyn.

Upon completion of the proposed construction, the improvements are scheduled to consist of a 30-story, bulkhead and cellar structure containing 270 apartments, 12 cabana units, common areas and a Commercial Unit. Per material reviewed, the gross building area has been estimated at approximately 343,726 square feet. The building area will be employed in the estimate of total real estate tax assessment. The distribution of the estimated real estate tax assessment among the apartments and Commercial Unit will be based on their respective common area interest percentage allocation. The distribution of the estimated real estate tax assessment among the apartments will be based on the allocation of the percentage of residential common interest set forth in the Schedule A of the offering plan.

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

All prospective purchasers are advised that although the estimate of assessed valuation upon completion of construction is a good-faith estimate, such assessed valuation, when actually made, may be less or greater than as estimated herein.

METROPOLITAN VALUATION SERVICES, INC.
444 Park Avenue South – suite 402
New York, New York 10016
Phone (212) 213-8650 Fax (212) 213-8621

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

The proposed improvements are scheduled to contain a multi-story elevatored residential apartment building that will be operated as a condominium. The improvements will be a newly constructed 30-story story building.

The residential mix will feature 270 apartments, comprised of Studio, 1- , 2-, 3- and 4-bedroom apartments, of which a limited number will have a private terrace and/or balcony; and, 12 cabana units. There is also an on-site employee unit.

The Commercial Unit a retail component allocated approximately 5,727 square feet.

The following analysis addresses the estimate of prospective real estate tax assessment and liability for the apartments within the subject property.

This letter only addresses the prospective tax assessment for the initial year of the subject property's operation as condominium.

The subject property will be converted to condominium ownership. Condominium ownership, as defined by the Appraisal Institute in The Dictionary of Real Estate Appraisal, 3rd Edition Chicago, Illinois, is a form of fee ownership of separate units or portions of multi-unit buildings that provides for formal filing and recording of a divided interest in real property, and/or a multiunit structure of property in which persons hold fee simple title to individual units and an undivided interest in common areas.

The following analysis addresses the estimate of prospective real estate tax assessment and liability for the apartments within the subject property both assuming participation in the partial real estate tax exemption benefits program ("421-a") and assuming the facility does not receive such 421-a benefit.

Per the rules for 421-a benefit calculation, the 2006/07 tax year assessment of $194,363 for Lot 3 would form the basis for the post-development tax liability. A pro rata allocation of this base year assessment to the residential elements based on the noted 97.6005% of common interest set forth in the Schedule A of the offering plan will be made. As such, the allocation of $189,699 as the base year assessment for 421-a partial real estate tax exemption program benefits is estimated for the residential units ($194,363 base year assessment × 97.6005% common interest). The allocation to the Commercial Unit is $4,664 ($194,363 base year assessment × 2.3995% common interest).

The subject property apartments will be classified for real estate tax assessment purposes as a Class II category (All residential real property). The Class II tax rate for the 2002/03 fiscal year was $12.517 per $100.00 of assessed value, demonstrating a significant 15.98% increase over the previous year. The tax rate for the 2003/04 fiscal year was noted as $12.620 per $100.00 of assessed value, a nominal 0.8% increase from the 2002/03 fiscal year rate. The tax rate for the 2004/05 fiscal year was $12.216 per $100.00 of assessed value, demonstrating a retreat from the record high 2002/03 tax rate. The tax rate for the 2005/06 fiscal year was $12.396 per $100.00 of assessed value, posting a nominal 1.05% increase from the prior year. The rate for

the 2006/07 tax year was $12.737 per $100.00 of the date of assessed value, equating to a 2.78% increase from the prior year. The recently announced rate for the 2007/08 tax year is $11.928 per $100.00 of assessed value, illustrating a 6.35% decline from the prior year.

The subject property commercial elements will be classified for real estate tax assessment purposes as a Class IV category (All other real property). The Class IV tax rate for the 2002/03 fiscal year was $10.678 per $100.00 of assessed value, demonstrating a large 9.95% increase over the previous year. The tax rate for the 2003/04 fiscal year is noted as $11.431 per $100.00 of assessed value, continuing the upward trend by a 7.05% increase from the 2002/03 fiscal year rate. The tax rate for the 2004/05 fiscal year was $11.558 per $100.00 of assessed value, demonstrating a slowing of rate of increase. The 2005/06 fiscal year tax rate was $11.306 per $100.00 of assessed value, illustrating a decline of 2.18% from the prior year. The rate for the 2006/07 tax year was $10.997 per $100.00 of assessed value, for a continuation of the decreasing trend by 2.73% from the prior rate. The recently announced rate for the 2007/08 tax year is $11.217 per $100.00 of assessed value, illustrating a 2.00% increase from the prior year and tempering the decline of the prior years.

General concerns for large rate increases in the near future may be mitigated as the local economy continues to improve.

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

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a highly significant indicator of value with respect to new buildings. Relevant data used in the cost method include, but may not be limited to, material and labor costs.

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

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

The standard for assessment for residential cooperative and condominium structures is set forth in Real Property Tax Law 581. In essence, the standard of assessment prescribed by statute for cooperative and condominium structures is that these buildings are to be assessed in the same manner as are rental apartment buildings. Further, the statutes provide that the sale price of a cooperative building as an entity and the sale of a condominium units are not the measure of value for assessment purposes. As such, comparison of prevailing real estate tax assessments for comparable residential property has been considered.

In arriving at the assessed valuation, elements germane to traditional valuation methodologies were employed. This process examines development costs and land values; and, extrinsic indicia of value, including local inflation rates, location qualities, square footage, functionality of the improvements, scheduled amenities, net income producing potential and comparability to like-kind rental investment properties and recently constructed facilities converted to condominium.

Reconciliation of the three approaches to valuation discussed above included review of actual 2005/06 and 2006/07 assessment valuations for comparable condominium development in the immediate and surrounding vicinity of the subject, which justifies an overall prospective assessed valuation for the facility averaging $65.00 per square foot of gross building area. This equates to a total actual assessment of approximately $22,342,190 as the post-completion assessment for the subject property ($65.00 per Sq. Ft. of Building Area × 343,726 Sq. Ft. of Building Area). This derived prospective aggregate assessed value is deemed appropriate for the subject property. The prospective aggregate assessed value is then allocated herein based on the apartments and Commercial Units respective relative values as components of a rental building with support from assessed values of similar commercial uses.

In accordance with the NYS Condominium Act Section 339-y, the aggregate assessment of the units shall not exceed the total valuation as if assessed as a single parcel. The allocation of the assessed value of the apartments and the Commercial Unit is based on the relative ratio of percentage of common interest set forth in the Schedule A of the offering plan. As such, the assessed value allocation for the apartments is $21,806,089 (97.6005% common interest allocation × $22,342,190 aggregate assessed value). For the Commercial Unit, the allocated assessed value is $536,101 (2.3995% common interest allocation × $22,342,190 aggregate assessed value).

	% Common Area	Post-Completion Assessed Value
Residential	97.6005%	$21,806,089
Commercial Unit	2.3995%	$536,101
	100.0000%	$22,342,190

Since the1982/83 tax year, Real Property Tax Law Section 1805 (3) provides for the creation of a transitional assessment system within the City of New York. Under the transitional assessment system, any increase in the assessed value of a property is phased in over a 5-year period in equal annual installments. However, the statute requires the Finance Department to include all physical (new construction, renovation, rehabilitation or addition of square footage to existing structures) changes directly in the taxable assessed valuation without the 5-year phase-in. The "actual assessment" is the target value, which will be reached at the end of the 5-year period, assuming the assessment is not increased in the interim. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transitional assessed valuation.

Understanding that occupancy for the entire structure is projected for 1st Quarter 2010, the subject building may only have an interim assessed value and may not be fully assessed until the 2011/12 tax year (the New York City fiscal tax year runs from July 1 through the following June 30 and assessments are tentatively set mid-January prior to the fiscal tax year), at which time the post-construction assessed valuation for the entire premises would be established by the assessor. As such, the 2011/12 fiscal tax year has been selected for the post-completion assessment analysis herein. In the event completion of construction is delayed for any reason, it is possible that the actual assessed valuation for the 2011/12 tax year may be lower than as estimated herein.

Upon completion, the subject property residential units will be classified as a Tax Class II property and subject to that tax rate for the prevailing tax year. It is not possible at this time to predict the tax rate applicable to the tax year 2011/12, except to note that the city's economic profile is anticipated to track local inflationary patterns and tax rates are not expected to outpace such moderate growth in the near term.

We have assumed, for the purpose of this tax projection that the Class II rate will remain somewhat static, with a 2.0% annualized inflation applied from the 2007/08 rates to project the 2011/12 tax year rates. This equates to a projected Class II tax rate of $12.911 per $100.00 of assessed value for the 2011/12 tax year; and, a projected Class IV tax rate of $12.141 per $100.00 of assessed value.

Real property taxes are payable semi-annually, on July 1, and January 1 (as previously stated, the City operates on a fiscal year commencing July 1 and ending June 30). Taxes payable during calendar year 2010 will be comprised of the tax due for the second-half 2009/10 and the first-half 2010/11 tax year.

For budgeting purposes for the initial year's operation as condominium, however, taxes payable are estimated as coincident with the stated 2011/12 New York City real property tax year. The tax liability is paid by the individual condominium unit owners.

RESIDENTIAL UNIT - Apartments and Cabana units
With 421-a partial real estate tax exemption program benefit

Based on the 421-a program guidelines, the prospective aggregate annual tax liability is $24,492.04 ($189,699 base-year allocated assessed value × $12.911 per $100.00 of assessed value). This equates to an aggregate $2,041.00 monthly liability.

Without 421-a partial real estate tax exemption program benefit

Based on the prospective assessed value, the aggregate annual tax liability is $2,815,384.15 ($21,806,089 post-completion assessed value × $12.911 per $100.00 of assessed value). This equates to an aggregate $234,615.35 monthly liability.

COMMERCIAL UNIT (Retail)
With 421-a partial real estate tax exemption program benefit

Based on the 421-a program guidelines, the prospective annual tax liability is $566.26 ($4,664 base-year allocated assessed value × $12.141 per $100.00 of assessed value). This equates to a $47.19 monthly liability.

COMMERCIAL UNIT (Retail) *continued*
Without 421-a partial real estate tax exemption program benefit

Based on the prospective assessed value, the annual tax liability is $65,088.02 ($536,101 post-completion assessed value × $12.141 per $100.00 of assessed value). This equates to a $5,424.00 monthly liability.

- Prospective purchasers are advised that this valuation estimate assumes that the taxing authority is assessing a post-conversion occupied building ***and is not intended to reflect any "progress" or interim valuation.***

POST-CONSTRUCTION PROJECTION OF REAL ESTATE TAX LIABILITY

Unit	Estimated Monthly Real Estate Taxes w/421-a	Estimated Monthly Real Estate Taxes without 421-a	Estimated Annual Real Estate Taxes w/421-a	Estimated Annual Real Estate Taxes without 421-a
3A	$10.40	$1,195.07	$124.76	$14,340.88
4A	$10.10	$1,160.58	$121.16	$13,926.92
5A	$10.10	$1,161.16	$121.22	$13,933.88
6A	$10.13	$1,164.25	$121.54	$13,970.94
7A	$10.02	$1,151.44	$120.20	$13,817.24
8A	$10.02	$1,152.01	$120.26	$13,824.13
9A	$10.28	$1,181.90	$123.38	$14,182.83
10A	$10.29	$1,182.49	$123.44	$14,189.89
11A	$10.29	$1,183.08	$123.50	$14,196.95
12A	$10.30	$1,183.67	$123.57	$14,204.01
14A	$10.30	$1,184.26	$123.63	$14,211.08
15A	$10.31	$1,184.85	$123.69	$14,218.14
16A	$10.31	$1,185.43	$123.75	$14,225.20
17A	$10.32	$1,186.02	$123.81	$14,232.27
18A	$10.32	$1,186.61	$123.87	$14,239.33
19A	$10.33	$1,187.20	$123.93	$14,246.39
20A	$10.33	$1,187.79	$124.00	$14,253.46
21A	$10.34	$1,188.38	$124.06	$14,260.52
22A	$10.34	$1,188.97	$124.12	$14,267.58
23A	$10.35	$1,189.55	$124.18	$14,274.65
24A	$10.35	$1,190.14	$124.24	$14,281.71
25A	$10.36	$1,190.73	$124.30	$14,288.77
26A	$10.36	$1,191.32	$124.36	$14,295.84
27A	$10.37	$1,191.91	$124.43	$14,302.90
3B	$5.91	$678.96	$70.88	$8,147.54
4B	$5.91	$679.30	$70.91	$8,151.61
5B	$5.91	$679.64	$70.95	$8,155.68
6B	$5.92	$679.98	$70.98	$8,159.75
7B	$5.92	$680.32	$71.02	$8,163.82
8B	$5.92	$680.66	$71.06	$8,167.89
9B	$5.92	$681.00	$71.09	$8,171.96
10B	$5.93	$681.34	$71.13	$8,176.03
11B	$5.93	$681.68	$71.16	$8,180.10
12B	$5.93	$682.01	$71.20	$8,184.17
14B	$5.94	$682.35	$71.23	$8,188.24
15B	$5.94	$682.69	$71.27	$8,192.31
16B	$5.94	$683.03	$71.30	$8,196.38
17B	$5.94	$683.37	$71.34	$8,200.45
18B	$5.95	$683.71	$71.37	$8,204.52
19B	$5.95	$684.05	$71.41	$8,208.59
20B	$5.95	$684.39	$71.44	$8,212.66
21B	$5.96	$684.73	$71.48	$8,216.73
22B	$5.96	$685.07	$71.52	$8,220.80
23B	$5.96	$685.41	$71.55	$8,224.87
24B	$5.97	$685.74	$71.59	$8,228.94
25B	$5.97	$686.08	$71.62	$8,233.01
26B	$5.97	$686.42	$71.66	$8,237.08
27B	$5.97	$686.76	$71.69	$8,241.15
3C	$5.63	$647.23	$67.57	$7,766.72
4C	$5.63	$647.55	$67.60	$7,770.60
5C	$5.64	$647.87	$67.63	$7,774.48
6C	$5.64	$648.20	$67.67	$7,778.36
7C	$5.64	$648.52	$67.70	$7,782.24
8C	$5.64	$648.84	$67.73	$7,786.12
9C	$5.65	$649.17	$67.77	$7,790.00
10C	$5.65	$649.49	$67.80	$7,793.88
11C	$5.65	$649.81	$67.84	$7,797.76
12C	$5.66	$650.14	$67.87	$7,801.64
14C	$5.66	$650.46	$67.90	$7,805.52
15C	$5.66	$650.78	$67.94	$7,809.40
16C	$5.66	$651.11	$67.97	$7,813.28
17C	$5.67	$651.43	$68.00	$7,817.16
18C	$5.67	$651.75	$68.04	$7,821.04
19C	$5.67	$652.08	$68.07	$7,824.92

POST-CONSTRUCTION PROJECTION OF REAL ESTATE TAX LIABILITY – Cont'd

Unit	Estimated Monthly Real Estate Taxes w/421-a	Estimated Monthly Real Estate Taxes without 421-a	Estimated Annual Real Estate Taxes w/421-a	Estimated Annual Real Estate Taxes without 421-a
20C	$5.68	$652.40	$68.11	$7,828.79
21C	$5.68	$652.72	$68.14	$7,832.67
22C	$5.68	$653.05	$68.17	$7,836.55
23C	$5.68	$653.37	$68.21	$7,840.43
24C	$5.69	$653.69	$68.24	$7,844.31
25C	$5.69	$654.02	$68.27	$7,848.19
26C	$5.69	$654.34	$68.31	$7,852.07
27C	$5.70	$654.66	$68.34	$7,855.95
3D	$4.37	$502.75	$52.48	$6,032.99
4D	$4.38	$503.00	$52.51	$6,036.00
5D	$4.38	$503.25	$52.54	$6,039.02
6D	$4.38	$503.50	$52.56	$6,042.03
7D	$4.38	$503.75	$52.59	$6,045.04
8D	$4.38	$504.00	$52.61	$6,048.06
9D	$4.39	$504.26	$52.64	$6,051.07
10D	$4.39	$504.51	$52.67	$6,054.08
11D	$4.39	$504.76	$52.69	$6,057.10
12D	$4.39	$505.01	$52.72	$6,060.11
14D	$4.40	$505.26	$52.75	$6,063.12
15D	$4.40	$505.51	$52.77	$6,066.14
16D	$4.40	$505.76	$52.80	$6,069.15
17D	$4.40	$506.01	$52.82	$6,072.17
18D	$4.40	$506.26	$52.85	$6,075.18
19D	$4.41	$506.52	$52.88	$6,078.19
20D	$4.43	$509.29	$53.17	$6,111.51
21D	$4.43	$509.54	$53.19	$6,114.54
22D	$4.43	$509.80	$53.22	$6,117.57
23D	$4.44	$510.05	$53.25	$6,120.60
24D	$4.44	$510.30	$53.27	$6,123.62
25D	$4.44	$510.55	$53.30	$6,126.65
26D	$4.44	$510.81	$53.32	$6,129.68
27D	$4.45	$511.06	$53.35	$6,132.71
3E	$4.55	$522.79	$54.58	$6,273.51
4E	$4.55	$523.05	$54.60	$6,276.64
5E	$4.55	$523.31	$54.63	$6,279.77
6E	$4.64	$533.61	$55.71	$6,403.35
7E	$4.64	$533.88	$55.73	$6,406.54
8E	$4.65	$534.14	$55.76	$6,409.74
9E	$4.65	$534.41	$55.79	$6,412.93
10E	$4.65	$534.68	$55.82	$6,416.12
11E	$4.65	$534.94	$55.84	$6,419.32
12E	$4.66	$535.21	$55.87	$6,422.51
14E	$4.66	$535.48	$55.90	$6,425.70
15E	$4.66	$535.74	$55.93	$6,428.90
16E	$4.66	$536.01	$55.96	$6,432.09
17E	$4.67	$536.27	$55.98	$6,435.28
18E	$4.67	$536.54	$56.01	$6,438.48
19E	$4.67	$536.81	$56.04	$6,441.67
6F	$5.20	$597.18	$62.34	$7,166.13
7F	$5.20	$597.48	$62.37	$7,169.70
8F	$5.20	$597.77	$62.40	$7,173.28
9F	$5.20	$598.07	$62.43	$7,176.85
10F	$5.21	$598.37	$62.47	$7,180.43
11F	$5.21	$598.67	$62.50	$7,184.00
12F	$5.38	$618.68	$64.59	$7,424.14
14F	$5.38	$618.99	$64.62	$7,427.83
15F	$5.39	$619.29	$64.65	$7,431.52
16F	$5.39	$619.60	$64.68	$7,435.21
17F	$5.39	$619.91	$64.71	$7,438.91
18F	$5.40	$620.22	$64.75	$7,442.60
19F	$5.40	$620.52	$64.78	$7,446.29
6G	$7.58	$871.09	$90.94	$10,453.11
7G	$6.72	$772.37	$80.63	$9,268.40
8G	$6.72	$772.75	$80.67	$9,273.02

POST-CONSTRUCTION PROJECTION OF REAL ESTATE TAX LIABILITY – Cont'd

Unit	Estimated Monthly Real Estate Taxes w/421-a	Estimated Monthly Real Estate Taxes without 421-a	Estimated Annual Real Estate Taxes w/421-a	Estimated Annual Real Estate Taxes without 421-a
9G	$6.73	$773.14	$80.71	$9,277.64
10G	$6.73	$773.52	$80.75	$9,282.26
11G	$6.73	$773.91	$80.79	$9,286.88
12G	$6.96	$800.51	$83.57	$9,606.08
14G	$6.97	$800.90	$83.61	$9,610.86
15G	$6.97	$801.30	$83.65	$9,615.64
16G	$6.97	$801.70	$83.69	$9,620.41
17G	$6.98	$802.10	$83.73	$9,625.19
18G	$6.98	$802.50	$83.77	$9,629.97
19G	$6.98	$802.90	$83.82	$9,634.74
6H	$9.80	$1,126.40	$117.59	$13,516.78
7H	$8.98	$1,032.61	$107.80	$12,391.34
8H	$8.99	$1,033.13	$107.85	$12,397.51
9H	$8.99	$1,033.64	$107.90	$12,403.69
10H	$9.00	$1,034.16	$107.96	$12,409.87
11H	$9.00	$1,034.67	$108.01	$12,416.04
12H	$9.01	$1,035.19	$108.07	$12,422.22
14H	$9.01	$1,035.70	$108.12	$12,428.40
15H	$9.01	$1,036.21	$108.17	$12,434.58
16H	$9.02	$1,036.73	$108.23	$12,440.75
17H	$9.02	$1,037.24	$108.28	$12,446.93
18H	$9.03	$1,037.76	$108.33	$12,453.11
19H	$9.03	$1,038.27	$108.39	$12,459.28
2I	$5.89	$676.95	$70.67	$8,123.44
6J	$5.33	$612.65	$63.96	$7,351.81
7J	$5.02	$576.58	$60.19	$6,918.66
8J	$5.02	$576.84	$60.22	$6,922.11
9J	$5.02	$577.13	$60.25	$6,925.56
10J	$5.02	$577.42	$60.28	$6,929.01
11J	$5.03	$577.70	$60.31	$6,932.46
12J	$5.03	$577.99	$60.34	$6,935.91
14J	$5.03	$578.28	$60.37	$6,939.36
15J	$5.03	$578.57	$60.40	$6,942.81
16J	$5.04	$578.85	$60.43	$6,946.25
17J	$5.04	$579.14	$60.46	$6,949.70
18J	$5.04	$579.43	$60.49	$6,953.15
19J	$5.04	$579.72	$60.52	$6,956.60
6K	$13.92	$1,599.58	$166.98	$19,194.99
7K	$13.31	$1,529.46	$159.66	$18,353.54
8K	$13.31	$1,530.22	$159.74	$18,362.69
9K	$13.32	$1,530.99	$159.82	$18,371.83
10K	$13.33	$1,531.75	$159.90	$18,380.98
11K	$13.33	$1,532.51	$159.98	$18,390.13
12K	$13.34	$1,533.27	$160.06	$18,399.28
14K	$13.35	$1,534.04	$160.14	$18,408.43
15K	$13.35	$1,534.80	$160.22	$18,417.58
16K	$13.36	$1,535.56	$160.30	$18,426.73
17K	$13.37	$1,536.32	$160.38	$18,435.88
18K	$13.37	$1,537.09	$160.46	$18,445.03
19K	$13.38	$1,537.85	$160.54	$18,454.18
20L	$8.37	$962.61	$100.49	$11,551.26
21L	$8.38	$963.08	$100.54	$11,556.98
22L	$8.38	$963.56	$100.59	$11,562.71
23L	$8.39	$964.04	$100.64	$11,568.43
24L	$8.39	$964.51	$100.69	$11,574.16
25L	$8.39	$964.99	$100.74	$11,579.88
26L	$8.40	$965.47	$100.79	$11,585.60
27L	$8.40	$965.94	$100.84	$11,591.33
20M	$8.86	$1,018.80	$106.35	$12,225.55
21M	$8.87	$1,019.30	$106.41	$12,231.60
22M	$8.87	$1,019.81	$106.46	$12,237.66
23M	$8.88	$1,020.31	$106.51	$12,243.72
24M	$8.88	$1,020.81	$106.57	$12,249.78
25M	$8.88	$1,021.32	$106.62	$12,255.84

POST-CONSTRUCTION PROJECTION OF REAL ESTATE TAX LIABILITY – Cont'd

Unit	Estimated Monthly Real Estate Taxes w/421-a	Estimated Monthly Real Estate Taxes without 421-a	Estimated Annual Real Estate Taxes w/421-a	Estimated Annual Real Estate Taxes without 421-a
26M	$8.89	$1,021.82	$106.67	$12,261.90
27M	$8.89	$1,022.33	$106.72	$12,267.95
20N	$10.22	$1,175.16	$122.68	$14,101.93
21N	$10.23	$1,175.74	$122.74	$14,108.92
22N	$10.23	$1,176.33	$122.80	$14,115.91
23N	$10.24	$1,176.91	$122.86	$14,122.90
24N	$10.24	$1,177.49	$122.92	$14,129.88
25N	$10.25	$1,178.07	$122.98	$14,136.87
26N	$10.25	$1,178.66	$123.04	$14,143.86
27N	$10.26	$1,179.24	$123.10	$14,150.85
28N	$10.26	$1,179.82	$123.16	$14,157.84
29N	$10.27	$1,180.40	$123.22	$14,164.82
30N	$10.27	$1,180.98	$123.29	$14,171.81
31N	$10.28	$1,181.57	$123.35	$14,178.80
2O	$5.79	$666.10	$69.54	$7,993.22
20P	$11.52	$1,323.95	$138.21	$15,887.40
21P	$11.52	$1,324.61	$138.28	$15,895.27
22P	$11.53	$1,325.26	$138.35	$15,903.15
23P	$11.53	$1,325.92	$138.42	$15,911.02
24P	$11.54	$1,326.57	$138.48	$15,918.89
25P	$11.55	$1,327.23	$138.55	$15,926.77
26P	$11.55	$1,327.89	$138.62	$15,934.64
27P	$11.56	$1,328.54	$138.69	$15,942.51
28P	$11.61	$1,335.11	$139.38	$16,021.38
29P	$11.62	$1,335.77	$139.44	$16,029.28
30P	$11.63	$1,336.43	$139.51	$16,037.19
31P	$11.63	$1,337.09	$139.58	$16,045.10
3Q	$4.13	$474.35	$49.52	$5,692.26
4Q	$4.13	$474.59	$49.54	$5,695.10
5Q	$4.13	$474.83	$49.57	$5,697.94
2R	$4.24	$487.47	$50.89	$5,849.68
3R	$4.24	$487.72	$50.91	$5,852.60
4R	$4.24	$487.96	$50.94	$5,855.52
5R	$4.25	$488.20	$50.96	$5,858.45
2S	$6.40	$736.22	$76.86	$8,834.62
3S	$6.35	$729.90	$76.20	$8,758.86
4S	$6.35	$730.27	$76.23	$8,763.23
5S	$6.36	$730.63	$76.27	$8,767.61
2T	$4.71	$541.73	$56.55	$6,500.76
3T	$4.72	$542.00	$56.58	$6,504.00
4T	$4.72	$542.27	$56.61	$6,507.25
5T	$4.72	$542.54	$56.64	$6,510.50
2U	$6.85	$787.14	$82.17	$9,445.63
3U	$6.85	$787.53	$82.21	$9,450.35
4U	$6.85	$787.92	$82.25	$9,455.07
5U	$6.86	$788.32	$82.29	$9,459.79
2V	$6.67	$766.27	$79.99	$9,195.21
3V	$6.67	$766.65	$80.03	$9,199.81
4V	$6.67	$767.03	$80.07	$9,204.40
5V	$6.68	$767.42	$80.11	$9,209.00
2W	$4.74	$545.07	$56.90	$6,540.82
3W	$4.76	$547.01	$57.10	$6,564.13
4W	$4.76	$547.28	$57.13	$6,567.41
5W	$4.76	$547.56	$57.16	$6,570.69
3X	$11.37	$1,306.98	$136.44	$15,683.77
4X	$11.38	$1,307.63	$136.51	$15,691.60
5X	$11.38	$1,308.29	$136.58	$15,699.44
20Y	$5.58	$641.46	$66.96	$7,697.47
21Y	$5.58	$641.77	$67.00	$7,701.29
22Y	$5.59	$642.09	$67.03	$7,705.10
23Y	$5.59	$642.41	$67.06	$7,708.92
24Y	$5.59	$642.73	$67.10	$7,712.73
25Y	$5.59	$643.05	$67.13	$7,716.54
26Y	$5.60	$643.36	$67.16	$7,720.36

POST-CONSTRUCTION PROJECTION OF REAL ESTATE TAX LIABILITY – Cont'd

Unit	Estimated Monthly Real Estate Taxes w/421-a	Estimated Monthly Real Estate Taxes without 421-a	Estimated Annual Real Estate Taxes w/421-a	Estimated Annual Real Estate Taxes without 421-a
27Y	$5.60	$643.68	$67.20	$7,724.17
28Y	$5.60	$644.00	$67.23	$7,727.99
29Y	$5.61	$644.32	$67.26	$7,731.80
30Y	$5.61	$644.63	$67.29	$7,735.62
31Y	$5.61	$644.95	$67.33	$7,739.43
2Z	$4.66	$535.89	$55.94	$6,430.64
PH1	$18.05	$2,074.97	$216.61	$24,899.65
PH2	$14.37	$1,651.98	$172.45	$19,823.79
PH3	$14.81	$1,702.11	$177.69	$20,425.28
PH4	$16.19	$1,861.15	$194.29	$22,333.80
PH5	$18.56	$2,133.14	$222.68	$25,597.69
PH6	$15.17	$1,743.53	$182.01	$20,922.36
PH7	$15.37	$1,768.35	$184.39	$21,196.19
PH8	$16.40	$1,885.09	$196.79	$22,621.10
RC1	$3.35	$384.61	$40.15	$4,615.33
RC2	$2.16	$247.79	$25.87	$2,973.44
RC3	$2.05	$236.11	$24.65	$2,833.27
RC4	$2.20	$252.79	$26.39	$3,033.50
RC5	$2.24	$256.96	$26.83	$3,083.56
RC6	$1.95	$224.43	$23.43	$2,693.11
RC7	$1.52	$175.20	$18.29	$2,102.43
RC8	$1.60	$184.38	$19.25	$2,212.56
RC9	$1.65	$190.22	$19.86	$2,282.64
RC10	$2.21	$253.63	$26.48	$3,043.52
RC11	$2.22	$255.29	$26.65	$3,063.54
RC12	$3.00	$344.56	$35.97	$4,134.78
RESIDENTIAL TOTAL	***$2,041.00***	***$234,615.35***	***$24,492.04***	***$2,815,384.15***
COMMERCIAL	$47.19	$5,424.00	$566.26	$65,088.02

This letter was prepared at the sponsor's request. Certain figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation.

We have not passed upon the accuracy of any figures or estimates contained within the Plan, and offer no warranties of the amount of any liability for any period. The opinions expressed above are based on our interpretations of the RPTL, Administrative Code of the City of New York, and the applicable rules and regulations of the Department of Finance in effect as of the date hereof. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties or as opinions at law.

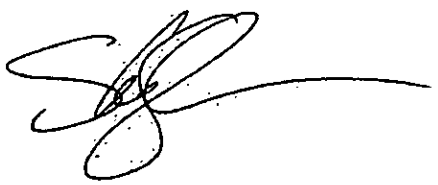
You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretations of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction.

The foregoing analysis is based upon our experience with the Real Property Assessment Department and the Tax Commission of the City of New York, and their assessment policies regarding non-rehabilitated properties held in cooperative ownership. Application of a particular approach to valuation by an individual assessor may yield a different result. This would necessitate commencement of real property tax review proceedings at the Tax Commission or Supreme Court level to bring the assessment in line with the estimates presented herein.

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

Very truly yours,

METROPOLITAN VALUATION SERVICES, INC.



By: Steven J. Schleider, MAI
President
For the firm

CERTIFICATE OF APPRAISAL

I, Steven J. Schleider, MAI certify that to the best of my knowledge and belief that:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.

I have no personal interest with respect to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

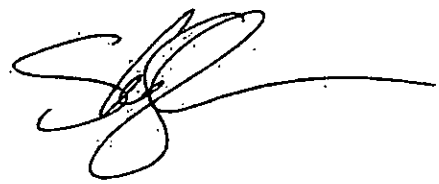
I am aware of and have complied with The FIRREA and any and all state laws and regulations that apply to appraisals.

Steven J. Schleider has made a personal inspection of the property that is the subject of this report. Steven J. Schleider has extensive experience in the appraisal of similar properties.

No one provided significant professional assistance to the person signing this report.

Steven J. Schleider has been duly certified to transact business as a Real Estate General Appraiser (New York State certification #46000016498).

METROPOLITAN VALUATION SERVICES, INC.



By: Steven J. Schleider, MAI
President

BASIC ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following assumptions and limiting conditions:

- No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

- Responsible ownership and competent property management are assumed.

- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

- All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

- It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

BASIC ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

- Possession of this report, or a copy thereof, does not carry with it the right of publication.

- The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraisers.

- The appraisers have inspected the subject property with the due diligence expected of a professional real estate appraiser. The appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

- The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

- The appraiser is authorized by the client to disclose all or any portion of this report and the related data to appropriate representatives of the Appraisal Institute, or other professional organizations of which the appraiser is a member or affiliate, if such disclosure is required to enable the appraiser to comply with bylaws and regulations of such organizations.

- All values rendered within this report assume marketing times of twelve months or less unless otherwise indicated.

- The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of the subject property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the subject property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, they did not consider possible non-compliance with the requirements of ADA in estimating the market value of the subject property.

STEVEN J. SCHLEIDER, MAI
PRESIDENT - METROPOLITAN VALUATION SERVICES

STEVEN J. SCHLEIDER Co-founded Metropolitan Valuation Services, Inc. to serve a broad-base of clients developed over his career in real estate.

As director for a national valuation and due diligence firm, the vast majority of appraisal assignments relating to the post-recession wave of major residential construction, development and re-adaptive use projects in the New York area were conducted under his supervision. Additionally, the significant large-scale multi-family complexes in the region for FannieMae and FreddieMac loan portfolios were appraised by his team.

Mr. Schleider's experience in real estate is broad and his assignments have included development strategies, valuation and/or feasibility studies for market-rate and subsidized rental facilities, nursing home, age-restricted and assisted-living residences, cooperative and condominium apartment buildings, development projects in various stages of approval; and, valuation modeling and consulting for various lower- and moderate-income housing programs involving LIHTCs and low floater rate tax exempt revenue bond financing. Mr. Schleider's experience with HUD-based programs includes numerous section 8 facilities, MAP, and rent comparability surveys. These activities have been conducted on behalf of investment firms, international and domestic pension funds, major industrial corporations, leading foreign and domestic financial institutions, individual investors and leading law firms. Additionally, Mr. Schleider has developed and conducted seminars relating to multi-family valuation issues for the New York State Housing Finance Agency.

Mr. Schleider is a designated member of the Appraisal Institute (MAI) and is certified by the State of New York and State of New Jersey as a real estate General Appraiser. Mr. Schleider received his Bachelor of Arts degree from Berklee College and has completed numerous graduate courses in finance and economics at the Bernard M. Baruch School of Business, City University of New York. He has served as President of the Associate and Affiliate Members Organization of the New York Metropolitan Chapter of the Appraisal Institute, and currently serves on the Chapter's Board of Directors and has chaired both the Admissions and Education Committees. Mr. Schleider is a member of the Real Estate Board of New York and currently serves on its Housing Committee and its Appraisal Committee.

RESTRICTIVE DECLARATION

DECLARATION made this 19th day of April, 2006 (the "**Declaration**"), by KENT AVENUE PROPERTY 1-A LLC, KENT AVENUE PROPERTY 1-B LLC, KENT AVENUE PROPERTY 2 LLC, KENT AVENUE PROPERTY 3 LLC and KENT GARAGE 1 LLC, each having an address c/o L & M Equity Participants, Ltd., 1865 Palmer Avenue, Suite 203, Larchmont, New York 10583 (collectively, the "**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the Borough of Brooklyn, Kings County, City and State of New York, which property is designated as Block 2340, Lots 1-8 on the tax map of the City of New York (the "**Subject Property**"), as more particularly described in Exhibit A annexed hereto; and

WHEREAS, the Subject Property is located within a waterfront block, as that term is defined in Section 62-11 of the Zoning Resolution of the City of New York (the "Zoning Resolution") and is subject to the regulations of Article VI, Chapter 2 of the Zoning Resolution; and

WHEREAS, Declarant intends to develop the Subject Property by constructing four (4) predominantly residential buildings (the "**Proposed Development**"); and

WHEREAS, the City Planning Commission and City Council have adopted, pursuant to Section 62-80 of the Zoning Resolution, "Waterfront Access Plan BK-1; Greenpoint-Williamsburg" and have designated the Subject Property as Parcel 26 under said Waterfront Access Plan BK-1; and

WHEREAS, pursuant to Section 62-711 of the Zoning Resolution, no excavation or building permit may be issued for development of the Subject Property until the Chair (as hereinafter defined) has certified to the Department of Buildings (as hereinafter defined) that a site plan has been submitted showing compliance with the requirements of Article VI, Chapter 2 of the Zoning Resolution and that an acceptable restrictive declaration has been executed; and

WHEREAS, Declarant has submitted application Nos. N060378ZCK and N060439ZCK (the "**Application**") to the Department of City Planning requesting that the Chair certify that the Drawings (as hereinafter defined) submitted with the Application comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution; and

WHEREAS, Declarant intends to construct a Shore Public Walkway (as hereinafter defined) and a Pier (as hereinafter defined) (the Shore Public Walkway and Pier, collectively, the "**Waterfront Access Areas**"); and

WHEREAS, Declarant also intends to construct the Upland Connection (as hereinafter defined) (the Waterfront Access Areas and the Upland Connection, collectively, the "**Public Access Areas**"); and

WHEREAS, pursuant to Section 62-711 of the Zoning Resolution, Declarant has requested that the Chair allow for the phased implementation of the required Public Access Areas; and

WHEREAS, as part of such phased implementation, Declarant intends to construct a Temporary Upland Connection as shown on the Drawings (the "**Temporary Upland Connection**"); and

WHEREAS, pursuant to Section 62-624(e) of the Zoning Resolution, the Declarant has directed a request (the "**Transfer Request**") to the Office of the Mayor to transfer to the City fee simple absolute title to the Waterfront Access Areas and the Office of the Mayor has agreed to accept the Transfer Request, subject to the satisfaction of the conditions of this Declaration; and

WHEREAS, the conditions of this Declaration include, inter alia, a requirement that the Declarant construct the Public Access Areas as set forth herein and upon substantial completion of each Phase, convey to the City the fee simple absolute title in the Waterfront Access Areas and a permanent access easement for the use and enjoyment of the Upland Connection by the public and a temporary access easement for use and enjoyment of the Temporary Upland Connection by the public, subject to the terms and conditions hereinafter set forth; and

WHEREAS, such conditions also include, inter alia, a requirement that an account for the funding of ordinary maintenance of the Waterfront Access Areas and a capital reserve for future repairs are established and that there are adequate guarantees of access to the Waterfront Access Areas through the Upland Connection and the Temporary Upland Connection; and

WHEREAS, pursuant to the DPR Maintenance Agreement annexed hereto as Exhibit D, DPR (as hereinafter defined) shall be responsible for the maintenance and capital repair of the Waterfront Access Areas following conveyance to the City of title to same; and

WHEREAS, pursuant to the Upland Connection Maintenance Agreement annexed hereto as Exhibit E, Declarant shall be responsible for the maintenance and capital repair of the Upland Connection and Temporary Upland Connection following conveyance to the City of the access easements for same; and

WHEREAS, pursuant to Section 62-624(e) of the Zoning Resolution, execution, filing and recordation of this Declaration by Declarant is a condition of certification pursuant to Section 62-711, paragraphs (b) and (c) of the Zoning Resolution; and

WHEREAS, Declarant intends the restrictions set forth herein to benefit all land, including land owned by the City, lying within a one-half (1/2) mile radius of the Subject Property; and

WHEREAS, Chicago Title Insurance Company has certified that as of March 21, 2006, Declarant and Citibank, N.A. are the sole parties in interest ("Parties in Interest"), as that term is defined in the zoning lot definition in Section 12-10 of the Zoning Resolution, to the Subject Property, a copy of which certification is attached hereto as Exhibit B; and

WHEREAS, all Parties in Interest have either executed this Declaration or waived their rights to execute this Declaration by written instruments annexed hereto as Exhibit C which instruments are intended to be recorded simultaneously with this Declaration.

NOW, THEREFORE, Declarant does hereby declare and agree that the Subject Property shall be held, improved, operated, maintained, sold, transferred, conveyed and occupied subject to the following restrictions, covenants, obligations and agreements.

ARTICLE 1

DEFINITIONS

1.1 Definitions.

(a) "**25% Submission**", **50% Submission**" and the "**80% Submission**" shall have the meaning set forth in Section 3.4.

(b) "**Access Area**" shall mean the area labeled "Access Area" on the Drawings.

(c) "**Affordable Building**" shall mean a building in the Proposed Development in which all residences are rented to "lower income households" (as such term is defined in Section 23-92 of the Zoning Resolution) or "moderate income households" (as such term is defined in Section 62-352 of the Zoning Resolution.

(d) "**Annual WAA Maintenance Payment**" shall be the amount calculated under Section 5.4.

(e) "**Application**" shall have the meaning given in the Recitals to the Declaration.

(f) "**Association**" shall have the meaning set forth in Section 10.8.

(g) "**Chair**" shall mean the then Chair of the New York City Planning Commission.

(h) "**City**" shall mean The City of New York.

(i) "**CPC**" shall mean the New York City Planning Commission or any successor to its jurisdiction.

(j) "Claims" shall have the meaning set forth in Section 5.7.

(k) "**Concept Drawings**"shall mean the concept drawings prepared by Donna Walcavage Landscape Architecture and attached hereto in reduced form as Exhibit F.

(l) "**Construction Letter of Credit**" shall have the meaning set forth in Section 4.5(a).

(m) "**Consumer Price Index**" means 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 (1982-1984 = 100). or any successor index thereto, appropriately adjusted or such other index as DPR and Declarant may agree upon. If the Consumer Price Index ceases to be published, and there is no successor thereto, such other index as DPR and Declarant shall agree upon another index, each acting reasonably, and such index as appropriately adjusted, shall be substituted for the Consumer Price Index. If the Consumer Price Index ceases to use 1982-1984 = 100 as the basis of calculation, the Consumer Price Index shall be adjusted accordingly.

(n) "**DCP**" shall mean the New York City Department of City Planning or any successor to its jurisdiction.

(o) "**Declarant** shall mean the named Declarant and the heirs, successors and assigns of the named Declarant except that Declarant shall not be deemed to include a mortgagee of all or any portion of the Subject Property until it succeeds to the interest or obligation of Declarant by purchase, assignment, foreclosure or otherwise.

(p) "**Declaration**" shall have the meaning set forth in the first sentence of this document.

(q) "**Delay Notice**" shall have the meaning set forth in Section 5.7.

(r) "**Design Submissions**" shall have the meaning set forth in Section 3.4.

(s) "**Disapproval Report**" shall have the meaning set forth in Section 3.5.

(t) **DOB**" or "**Department of Buildings**" shall mean the New York City Department of Buildings or any successor to its jurisdiction.

(u) "**DPR**" shall mean the New York City Department of Parks and Recreation or any successor to its jurisdiction.

(v) "**DPR Maintenance Agreement**" shall mean an agreement executed by Declarant and DPR substantially in the form attached hereto as Exhibit D.

(w) "**Drawings**" shall mean the following drawings showing the plans for the Public Access Areas prepared by FXFowle Architects, PC and Donna Walcavage Landscape Architecture and attached hereto as Exhibit G, as same may be modified thereafter in accordance with this Declaration:

Title	Drawing #	Last Revision Date
Zoning Analysis Summary	ZC 2.1	4/17/06

Zoning Analysis Phasing Diagram	ZC-2.2	4/17/06
Site Composite Plan	ZC-3	4/17/06
Detailed Plan 1	ZC-4.1	4/17/06
Detailed Plan 2	ZC-4.2	4/17/06
Grading Plan	ZC-5	4/17/06
Site Sections	ZC-6	4/17/06
Site Details	ZC-7	4/17/06

(x) "**Easement Documents**" shall have the meaning set forth in Section 5.3(b).

(y) "**Federal/State Approvals**" shall have the meaning set forth in Section 3.7.

(z) "**Final Completion**" or "**Finally Complete**" shall mean the completion of all relevant items of work, including any Punch List or other items that remain to be completed after Substantial Completion (as hereinafter defined).

(aa) "**Final Plans and Specifications**" shall have the meaning set forth in Section 3.10.

(bb) "**Force Majeure**" shall include, but not be limited to, (i) governmental restrictions, regulations or controls; (ii) enemy or hostile government action; civil commotion, insurrection, terrorism, revolution or sabotage; (iii) fire or other casualty; (iv) inclement weather substantially delaying construction of any relevant portion of the Subject Property; (v) failure or inability of a public utility to provide power, heat or light or any other utility service; (vi) strikes, lockouts or labor disputes; (vii) inability to obtain labor or materials or reasonable substitutes therefor (unless due to any act or omission of the Declarant); (viii) acts of God; (ix) a taking of the whole or a portion of the Subject Property by condemnation or eminent domain; (x) denial to Declarant by any party of a right of access to any adjoining real property which right is vested in Declarant by contract or pursuant to applicable law, if such access is required to accomplish the obligations of Declarant pursuant to this Declaration; (xi) any undue material delay in the issuance of approvals by any department or agency of the City, the State of New York or the United States that is not caused by any act or omission of the Declarant; (xii) underground or soil conditions that were not and could not reasonably have been foreseen by the Declarant prior to their discovery or occurrence; (xiii) the pendency of any litigation relating to the Applications or to the underlying sections of the Zoning Resolution or (xiv) any other condition similar to the foregoing which are beyond Declarant's control. No event shall constitute Force Majeure unless Declarant complies with the procedures set forth in Section 5.8.

(cc) "**Funding Agreement**" shall have the meaning set forth in Section 4.5(b).

(dd) "**Indemnified Parties**" shall have the meaning set forth in Section 5.7.

(ee) "**Legal Requirements**" shall mean all laws, rules and regulations pertaining to the construction of the Public Access Areas Work (as hereinafter defined).

(ff) "**Maintenance Easement**" shall have the meaning set forth in Section 7.3.

(gg) "**Mortgagee**" shall mean the holder of a first mortgage on all or any portion of the Subject Property who has given written notice of its name and address to DCP and DPR.

(hh) "**Notice of Final Completion**" shall have the meaning set forth in Section 6.2.

(ii) "**Notice of Substantial Completion**" shall have the meaning set forth in Section 5.2.

(jj) "Offering Plan shall have the meaning set forth in Section 12.1(a).

(kk) "**Permitted Encumbrances**" shall mean the matters described in Exhibit H annexed hereto and such other liens or encumbrances as the City shall approve, such approval not to be unreasonably withheld.

(ll) "**Permitted Work**" shall have the meaning set forth in Section 3.7.

(mm) "**Phase(s)**" shall have the meaning set forth in Section 2.3. "**Phase 1**", "**Phase 2**" and "**Phase 3**" shall mean the Public Access Areas delineated on the Drawings as Phase 1, Phase 2, and Phase 3, respectively.

(nn) "**Phase 1 Development**", "**Phase 2 Development**" and "**Phase 3 Development**" shall mean the phases of the Proposed Development that are to be constructed in connection with each Phase as shown on the Drawings. The Phase 1 Development shall be associated with Phase 1, the Phase 2 Development shall be associated with Phase 2 and the Phase 3 Development shall be associated with Phase 3.

(oo) "**PCO**" shall mean a Permanent Certificate of Occupancy issued by DOB.

(pp) "**Pier**" shall mean the area labeled "Pier Public Access Area" on the Drawings.

(qq) "**Proposed Development**" shall have the meaning set forth in the recitals.

(rr) "**Public Access Areas**" or "**PAA**" shall have the meaning set forth in the recitals.

(ss) "**Public Access Areas Work or "Work**" shall mean the work necessary to construct the Phase 1, Phase 2 and Phase 3 Public Access Areas in accordance with this Agreement.

(tt) "**Public Access Easement**" shall have the meaning set forth in Section 7.1.

(uu) "**Punch List**" shall have the meaning set forth in Sections 5.2 and 6.2.

(vv) "**Resident Engineer**" shall have the meaning set forth in Section 4.3.

(ww) "**Schedule**" shall have the meaning set forth in Section 3.7 and is contained in Exhibit I.

(xx) **Shore Public Walkway** shall mean the areas labeled "Shore Public Walkway" on the Drawings.

(yy) "**Subject Property**" shall have the meaning set forth in the Recitals.

(zz) "**Substantial Completion**" or "**Substantially Complete**", with respect to any Phase shall mean that such Phase has been constructed substantially in accordance with the Drawings and has been completed to such an extent that all portions of the improvement may be operated and made available for public use. An improvement may be deemed Substantially Complete notwithstanding that (i) minor or insubstantial items of construction, decoration or mechanical adjustment remain to be performed; or (ii) Declarant has not completed any relevant planting or vegetation or other tasks that must occur seasonally.

(aaa) "**TCO**" shall mean a Temporary Certificate of Occupancy issued by the DOB.

(bbb) "**Temporary Upland Connection**" shall mean the area labeled "Phase 2 Upland Connection (Temporary)" on the Drawings.

(ccc) "**Title Company**" shall mean a title insurance company licensed to do business in the State of New York.

(ddd) "**Transfer Date**" shall mean, for each Phase, the date that the Transfer Documents and Easement Documents are delivered to and accepted by the City pursuant to Section 5.3(a).

(eee) "**Transfer Documents**" shall have the meaning set forth in Section 5.3(a).

(fff) "**Upland Connection**" shall mean the areas labeled "Upland Connection", "Public Sidewalk" and "Pedestrian Access Easement" on the Drawings.

(ggg) "**Upland Connection Maintenance Agreement**" shall mean an agreement executed by Declarant and DPR substantially in the form attached hereto as Exhibit E.

(hhh) "**Upland Connection Maintenance Security**" shall have the meaning set forth in Section 5.5.

(iii) "**WAA Maintenance Account**" shall have the meaning set forth in Section 5.4(a).

(jjj) "**WAA Maintenance Security**" shall have the meaning set forth in Section 5.4(b).

(kkk) "**Waterfront Access Areas**" shall have the meaning set forth in the recitals.

(lll) "**Zoning Resolution**" shall have the meaning set forth in the recitals.

ARTICLE 2

PERFORMANCE OF THE PUBLIC ACCESS AREAS WORK

2.1 Performance of Public Access Areas Work. The Public Access Areas Work shall be performed in accordance with the Drawings and in substantial conformity with the Final Plans and Specifications approved by DPR pursuant to Section 3.10.

2.2 Permits and Other Approvals. Declarant, at its sole cost and expense, shall diligently apply for and prosecute the applications for all City, State and Federal permits and approvals necessary for the Public Access Areas Work.

2.3 Phasing Plan. The Public Access Areas shall be constructed and conveyed in phases as shown on the Drawings (the "**Phases**").

2.4 Subsequent Phases. Declarant covenants that it will not seek or accept building permits for any development or enlargement in the Phase 2 Development or the Phase 3 Development except pursuant to Section 62-624(e)(2) of the Zoning Resolution and this Declaration and that, prior to seeking or accepting any such building permit, it will consult with DCP and DPR with regard to the implementation of the requirements of this Declaration with respect to the Phase associated with the Phase 2 Development or the Phase 3 Development, as the case may be.

ARTICLE 3

DESIGN DEVELOPMENT

3.1 Approvals. Declarant acknowledges that DCP and DPR have reviewed and approved the Drawings and agrees that it may not submit any Design Submission pursuant to this Article which is not in conformity with such Drawings without the prior written approval of DPR and DCP. Such written approval shall serve as a determination by the Chair that he or she is prepared to recertify the Drawings pursuant to Section 62-711 to incorporate the modification. Concurrent with submission of Final Plans and Specifications pursuant to Section 3.10, Declarant shall file an application pursuant to Section 62-711 of the Zoning Resolution revising the Drawings to incorporate all such modifications which have been previously approved in

accordance with this Section and the Chair shall certify that the revised Drawings comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution.

3.2 Concept Drawings. Declarant agrees that the architectural character and design of the Public Access Areas shall be in substantial conformity with the design intent reflected in the Concept Drawings, as further defined, revised, and approved during the Design Development process set forth in this Article 3.

3.3 Submissions. Declarant shall submit to DPR and DCP drawings for the Work at 25%, 50% and 80% completion (the "**25% Submission**, the "**50% Submission**" and the "**80% Submission**" and collectively, the "**Design Submissions**"); provided, however that the 25% Submission shall not be required for Phase 1 and that DPR may waive the requirement for a 25% Submission for Phase 2. Each Design Submission shall include a schedule of estimated costs and designs showing how the Shore Public Walkway will relate to the adjoining properties. The 50% Submission shall include a lifecycle maintenance cost estimate.

3.4 Administration. DPR shall manage and coordinate on behalf of the City the review of the Design Submissions pursuant to this Article 3. All documents prepared by Declarant pursuant to this Article 3 shall be sent simultaneously to DPR and DCP.

3.5 Agency Review Time Periods. DPR shall review the Design Submissions and shall approve or disapprove the same by written notice to Declarant no later than thirty (30) calendar days after delivery to DPR. If DPR disapproves a Design Submission, DPR shall set forth in detail the reasons for such disapproval (the "**Disapproval Report**"). Declarant shall thereafter submit a revised Design Submission in accordance with DPR's Disapproval Report and, upon receipt thereof, DPR shall approve or disapprove the revised Design Submission within thirty (30) calendar days after receipt thereof. DPR may approve a Design Submission with recommendations for modifications and Declarant shall incorporate such modifications in such Design Submission unless Declarant submits to DPR a written explanation of why it believes that such modifications would materially increase the cost of the Public Access Area Work or are otherwise not in conformity with the Drawings or the Concept Plan. DPR shall approve or disapprove a Design Submission incorporating such modifications within ten (10) calendar days after receipt thereof. If DPR fails to respond to any submission by Declarant within the time periods set forth in this Section, then DPR shall be deemed to have approved such Design Submission.

3.6 Standards for Review.

(a) Declarant acknowledges that DPR may disapprove any Design Submission thereof that:

(i) would make, in DPR's reasonable judgment, the Waterfront Access Areas too costly or impractical for DPR to maintain;

(ii) would, in DPR's reasonable judgment create a risk to public safety; or

(iii) does not, in DPR's reasonable judgment, following consultation with DCP, substantially conform to the Drawings, except as the same have been previously modified with the approval of DPR and DCP pursuant to Section 3.1 or would not be in substantial conformity with the design intent reflected in the Concept Drawings.

(b) Upon approval by DPR of the 50% Submission or the 80% Submission, DPR may not disapprove a feature or element on a subsequent Design Submission or on the Final Plans and Specifications which has not been revised or modified by Declarant on such subsequent Design Submission or on the Final Plans and Specifications.

(c) In reviewing any Design Submission, DPR shall use reasonable efforts to minimize any requested changes that increase the cost of the Public Access Areas Work.

3.7 State and Federal Permits. Declarant has advised the City that construction of the Pier and a portion of the Shore Public Walkway in Phase 1 (collectively, the "**Permitted Work**") will require certain permits and approvals from the State and Federal governments (collectively, the "**Federal/State Approvals**"). Declarant covenants to proceed in good faith and exercise due diligence in seeking to obtain the Federal/State Approvals.

3.8 Schedule. Attached hereto as Exhibit I is a schedule (the "**Schedule**") setting forth the projected dates on which Declarant expects to (i) submit the 50% Submission, the 80% Submission and the Final Plans and Specifications for Phase 1; (ii) submit the applications for the Federal/State Approvals (including time periods for submitting revised applications in response to comments received from the permitting agency); (iii) obtain TCOs for the market-rate residential building in Phase 1. The Schedule shall also include the dates by which Declarant must have received the Federal/State Approvals in order to complete the Permitted Work in a manner consistent with the schedule for construction of the Proposed Development. Declarant covenants and agrees to submit the applications for the Federal/State Approvals (including revised applications) by the dates and in accordance with the time periods set forth on the Schedule.

3.9 Modifications Due to Failure to Obtain Permits.

(a) If Declarant is unable, despite its good faith efforts, to obtain the Federal/State Approvals by the date set forth in the Schedule or otherwise determines that it will not be able to obtain the Federal/State Approvals by the date set forth in the Schedule, Declarant shall so notify DPR and DCP. Provided that DPR and DCP concur that (i) Declarant has exercised good faith in seeking to obtain the Federal/State Approvals and (ii) Declarant is unlikely to obtain the Federal/State Approvals by a date that would result in Substantial Completion of Phase 1 by the anticipated date by which the Phase 1 Development would be eligible for issuance of a TCO, as set forth in the schedule for construction of the Phase 1 Development then in effect, Declarant shall submit to DPR and DCP for their approval a

proposed modification to the Drawings to provide a substitute public amenity. Approval of such substitute amenity shall serve as a determination by the Chair that he/she is prepared to recertify the Drawings pursuant to Section 62-711 to incorporate the substitute public amenity. In the event that, due to the substitute amenity, Substantial Completion of Phase 1 does not occur by the date that the Phase 1 Development is eligible for issuance of TCOs, Declarant may obtain TCOs for the Phase 1 Development; provided that DPR and DCP may require Declarant to provide an alternative form of security to assure the completion of Phase 1.

(b) Notwithstanding Section 3.9(a), DPR and DCP may decline to make such determination where the conditions set forth in such Section are met and direct Declarant by written notice to continue to seek the Federal/State Approvals; provided, however, that such direction shall constitute a Force Majeure event so that any failure by Declarant to complete the Permitted Work by the time set forth in the Schedule shall entitle Declarant to obtain TCOs and PCOs for the Phase 1 Development without having completed the Permitted Work; provided that DPR and DCP may require Declarant to provide a alternative form of security to assure the completion of Phase 1. In the event that DPR and DCP direct Declarant to continue to seek the Federal/State Approvals pursuant to this subdivision and Declarant is unable to obtain such Federal/State Approvals within six (6) months thereafter, DPR and DCP may at any time thereafter direct Declarant to provide a substitute public amenity in the manner provided for in Section 3.09(a).

3.10 Final Plans and Specifications. No later than twenty (20) calendar days prior to the date on which Declarant intends to commence construction of the Public Access Area Work for a Phase, Declarant shall submit to DPR the final plans and specifications for such Phase (each, the "**Final Plans and Specifications**"). The Final Plans and Specifications shall be reviewed in accordance with the time periods and standards set forth in Sections 3.5 and 3.6. Upon approval of the Final Plans and Specifications, nothing contained in this Agreement shall be construed to give the City (including the Resident Engineer or any engineers or field inspectors) the right to require changes to the Final Plans and Specifications.

3.11 North 5th Street. The Shore Public Walkway will connect at the mid-point of North 5th Street with a shore public walkway to be constructed by another entity pursuant to a separate restrictive declaration. Declarant acknowledges that it is desirable that the areas of shore public walkway within the northern and southern halves of North 5th Street reflect a consistent or compatible design and Declarant agrees that it shall in good faith cooperate with the City to coordinate the design of this portion of the Shore Public Walkway for such purpose, provided that such cooperation does not affect Declarant's construction schedule.

ARTICLE 4

CONSTRUCTION

4.1 Manner of Performance of the Construction Work; Permits. Declarant shall, at its sole cost and expense, undertake the performance of the Public Access Areas Work so as to construct the Public Access Areas substantially in accordance with the Final Plans and

Specifications, except as modified in accordance with the provisions of this Article. Declarant shall perform the Public Access Areas Work in a good and workerlike manner, free from mechanics' and materials providers' liens (other than liens which have been bonded over) and in accordance with Legal Requirements.

4.2 Modifications of Final Plans and Specifications. Declarant shall have the right to make non-material modifications to the Final Plans and Specifications to respond to unanticipated field conditions. All material modifications to the Final Plans and Specifications may be modified only upon the written approval of DPR, which approval shall not be unreasonably withheld or delayed.

4.3 Resident Engineer. Declarant covenants to pay for the costs of an engineer (who shall be a DPR employee or a consultant selected by DPR), with responsibilities for on-site monitoring of the Public Access Areas Work ("**Resident Engineer**"); provided that the maximum amount which Declarant shall be required to pay shall be $1,925 per month for each month during which construction of the Public Access Areas Work is occurring (such amount shall be adjusted based on any increases provided under applicable collective bargaining agreements). The Resident Engineer shall have access to all construction meetings and construction-related documents. Declarant agrees that in the event DPR advises Declarant of issues or concerns based on the Resident Engineer's report(s), Declarant shall meet and confer with DPR in order to resolve these issues or concerns.

4.4 Insurance.

(a) Prior to applying for a building permit for the construction of any Phase, Declarant shall obtain the following insurance:

(i) A Commercial General Liability (CGL) insurance policy. The CGL policy shall:

i. Provide coverage to protect the City, DPR and Declarant from all claims for property damage and/or bodily injury, including death, which may arise from the Public Access Areas Work;

ii. Provide coverage broad enough to cover the Public Access Areas Work;

iii. Provide coverage for completed operations;

iv. Provide commercial general liability coverage in an amount no less than $5,000,000 combined single limit per occurrence;

v. Contain each of the following endorsements;

(1) The City of New York, DPR, together with its officials and employees are Additional Insureds with coverage at least as broad as set forth in ISO Forms CG 2010 (1/85 ed.) and CG 0001 (1/96 ed.);

(2) If and insofar as knowledge of an "occurrence", "claim" or "suit" is relevant to the City of New York as an Additional Insured under this policy, such knowledge by an agent, servant, official or employee of the City of New York will not be considered knowledge on the part of the City of New York of the "occurrence", "claim" or "suit" unless notice thereof is received by the Insurance Claims Specialist, Affirmative Litigation Division. New York City Law Department.

(3) Any notice, demand or other writing by or on behalf of the Named Insured to the insurance company shall also be deemed to be a notice, demand or other writing on behalf of the City and DPR as Additional Insureds. Any response by the insurance company to such notice, demand or other writing shall be addressed to the Named Insured and to the City at the following address: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department.

(4) This policy shall not be cancelled, terminated, modified or changed by the insurance company unless thirty (30) days prior written notice is sent by certified mail to the Named Insured and the Commissioner of DPR.

(5) The limit of coverage under this policy applicable to the City and DPR as Additional Insureds is equal to the limit of coverage applicable to the Named Insured.

(ii) A Worker's Compensation insurance policy in accordance with the laws of the State of New York from a licensed insurance company.

(iii) Employer's Liability Insurance for any one occurrence with a limit of not less than $1,000,000;

(iv) Any Auto, Hired Auto and Non-owned Auto Insurance for any one occurrence not less than $3,000,000.

(b) Prior to applying for a building permit for the construction of any Phase, Declarant shall file with DPR proof that Declarant has insurance in place that meets the requirements stated in this Section with respect to construction of the Phase and if Declarant chooses to meet this proof with an insurance certificate, the insurance certificate shall be accompanied by a sworn statement in a form prescribed by DPR from the insurance company or from a licensed insurance broker certifying that the insurance certificate may be relied upon as proof that the applicant has insurance that meets the requirements stated in this Section with respect to construction of the Phase.

(c) Declarant shall provide a copy of any required policy within thirty (30) days of a request for such policy to the DPR or the New York City Law Department.

(d) Declarant shall notify in writing the CGL insurance carrier and, where applicable, the worker's compensation and/or other insurance carrier, of any loss, damage, injury or accident and any claim or suit arising therefrom, immediately but not later than 20 days after such event. Declarant's notice to the CGL insurance carrier (or other applicable carrier) must expressly specify that "this notice is being given on behalf of the City of New York and DPR as Additional Insureds as well as the Declarant as Named Insured." Declarant's notice to the insurance carrier shall contain the following information: the name of the Declarant, Declarant's phone number, the date of the occurrence, the location (street address and borough) of the occurrence and the identity of the persons or things injured, damaged or lost.

(e) All insurance required under this Section 4.4 shall be issued by companies which have an A.M. Best rating of at least A-7 or a Standards & Poors rating of at least AA and are duly licensed to do business in the State of New York and must be in effect until title to the completed Phase is transferred to the City. Such policy or policies of insurance shall name DPR and the City of New York as additional insured parties thereunder, and shall provide that in the event of cancellation thereof, DPR shall be notified at least thirty (30) calendar days in advance thereof. Declarant shall, prior to the commencement of construction of each Phase, submit two duplicate copies of the certificates of insurance to DPR.

4.5 Construction Letter of Credit.

(a) To secure the Declarant's obligation to construct the Public Access Areas, Declarant shall, prior to the commencement of construction of each Phase, deliver a clean, irrevocable letter of credit (the "**Construction Letter of Credit**") naming the City as beneficiary, in a form reasonably satisfactory to DPR and issued by a bank licensed to do business in the State of New York. The Construction Letter of Credit shall be in an amount equal to one hundred twenty-five percent (125%) of the estimated total cost of such Phase as certified by Declarant's architect and reasonably accepted by DPR. The Construction Letter of Credit shall be for a term of one year and shall be renewed annually prior to the expiration thereof until the work secured by such Construction Letter of Credit is certified as Finally Complete. If any such Construction Letter of Credit has not been renewed at least two weeks prior to the expiration date of such Letter of Credit and the work secured by such Construction Letter of Credit has not been certified as Finally Complete, then the City shall be entitled to draw down on the Construction Letter of Credit to the extent necessary to Finally Complete the Phase.

(b) The City acknowledges that the City or an instrumentality thereof intends to enter into a Funding Agreement (the "**Funding Agreement**") providing for the City to pay a portion of the costs of the construction of the Shore Public Walkway. Notwithstanding Section 4.5(a), Declarant shall only be required to deliver the Construction Letter of Credit if the Funding Agreement provides for payments to be made to Declarant prior to the Substantial Completion of a Phase. In addition, if a Funding Agreement is not executed prior to the commencement of Phase 1 for any reason other than the fault of Declarant (fault shall include the

refusal or failure of Declarant to execute a Funding Agreement in the City's usual form), no Construction Letter of Credit shall be required in connection with the performance of the Public Access Areas Work for such Phase.

4.6 Failure to Perform.

(a) In the event that Declarant posts the Construction Letter of Credit and subsequently ceases construction of a Phase which is secured by such Construction Letter of Credit for six (6) months for any reason other than Force Majeure, and if construction has not resumed by the expiration of thirty (30) days after the giving of written notice by DPR to Declarant specifying the particulars in which Declarant shall have ceased construction, then DPR may, at its option upon not less than thirty (30) days written notice to Declarant (x) cause Declarant to remove all of its equipment and any other items impeding DPR's completion of the Phase and in connection therewith, draw upon the Construction Letter of Credit for so much of the proceeds as is necessary to pay for the reasonable costs and expenses incurred in performing the uncompleted Phase and, if necessary, removal by the City of such equipment and impediments and (y) complete such Phase In accordance with the Final Plans and Specifications. If the full amount of the Construction Letter of Credit is not drawn upon, then DPR shall return the balance of the proceeds of the Construction Letter of Credit to Declarant upon completion of the Phase provided that Declarant has posted the WAA Maintenance Security.

(b) Declarant hereby grants the City and its contractors, agents, employees, sub-contractors a license to enter upon the Subject Property for the purposes of exercising its rights under Section 4.6(a), including the use of heavy construction equipment such as bulldozers, front end loaders and similar construction equipment as may be necessary to perform the Public Access Areas Work.

(c) If DPR exercises its rights under Section 4.6(a) and completes a Phase, then Declarant shall convey to the City (i) fee title to any portion of such Phase which is Shore Public Walkway or Pier and (ii) Public Access Easement over the Temporary Upland Connection or the Upland Connection, as the case may be. Such conveyance shall occur either (i) at the time DPR draws upon the Construction Letter of Credit or (ii) on the date DPR issues a Notice of Substantial Completion for the Phase, such election to be in the sole discretion of DPR. Such conveyance shall be made in accordance with Section 5.3.

ARTICLE 5

TEMPORARY CERTIFICATES OF OCCUPANCY

5.1 Temporary Certificates of Occupancy

(a) Declarant shall not apply for or accept a TCO for any building in the Proposed Development until all of the following conditions have been met with respect to the Phase associated with such building, provided that the requirements of this Section shall not be applicable to an Affordable Building:

(i) DPR has issued a Notice of Substantial Completion for the Phase tied to such building;

(ii) Declarant has delivered the Transfer Documents to DPR relating to such Phase (provided that this condition shall not be satisfied if the City has notified Declarant that the Transfer Documents are not satisfactory as provided in Section 5.3(a));

(iii) Declarant has delivered the Easement Documents with respect to the Upland Connection or the Temporary Upland Connection, as the case may be, to DPR relating to such Phase (provided that this condition shall not be satisfied if the City has notified Declarant that the Transfer Documents are not satisfactory as provided in Section 5.3(b));

(iv) Declarant has reimbursed DPR for the costs of Resident Engineer. DPR shall, within ten (10) days of receipt of a request by Declarant for a statement of the amount to be paid by Declarant for the Resident Engineer, deliver such statement. If DPR does not timely deliver such statement, then the failure by Declarant to make such payment shall not be a condition for issuance of the TCO;

(v) DPR and Declarant have executed the DPR Maintenance Agreement and the Upland Connection Maintenance Agreement for such Phase;

(vi) Declarant has posted the Upland Connection Maintenance Security pursuant to Section 5.5;

(vii) Declarant has made the required Annual WAA Maintenance Payment pursuant to Section 5.4; and

(viii) Declarant has posted the WAA Maintenance Security.

(b) Within ten days after satisfaction of all of the conditions set forth in this Section 5.1, the Chair shall certify in writing to DOB that Declarant has met the requirements of Section 62-624(e) of the Zoning Resolution.

5.2 Notice of Substantial Completion. Declarant shall notify DPR and DCP at such time as it believes that a Phase is Substantially Complete and shall request that DPR issue a certificate, in the form of Exhibit J (a "**Notice of Substantial Completion**") to Declarant certifying Substantial Completion of such Phase. No later than twenty (20) calendar days after receipt of such request, DPR shall either issue the Notice of Substantial Completion or deliver to Declarant a notice setting forth the reasons the Phase is not Substantially Complete. Such notice shall include a "punch list" of items remaining to be completed or unsatisfactorily performed ("**Punch List**"). Declarant shall promptly perform the work specified on the Punch List, after which it shall notify DPR thereof. No later than twenty (20) calendar days after receipt of such notice. DPR shall either issue the Notice of Substantial Completion or notify Declarant that it has not completed the Punch List. If DPR fails to respond to any such request within the time period

set forth in this Section, then DPR shall be deemed to have issued a Notice of Substantial Completion.

5.3 Transfer of Title and of Public Access Easement.

(a) In connection with the transfer of title to the Waterfront Access Areas and no earlier than the date on which the Notice of Substantial Completion is issued, Declarant shall deliver to DPR the following documents (collectively, the "**Transfer Documents**") (i) a bargain and sale deed with covenants against grantor's acts, signed and acknowledged by Declarant and in proper form for recording, conveying all of Declarant's right, title and interest in and to the portion of the Waterfront Access Areas constituting the Phase and to the land thereunder, (ii) a title commitment from a Title Company with a limit of liability acceptable to DPR showing evidence of paid premium and that there are no liens or encumbrances on the Phase being conveyed to the City, except for Permitted Encumbrances (provided that the City's acceptance of title is contingent upon the Title Company providing the affirmative insurance described in Exhibit H); (iii) a survey of the Phase to be conveyed and the land thereunder prepared by a land surveyor licensed in New York State in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys for Urban Surveys (2005); (iv) all required transfer tax returns signed by Declarant and (v) documentation evidencing the subdivision of all applicable tax lots incident to such conveyance. If DPR determines that the Transfer Documents are not satisfactory, it shall notify Declarant within ten (10) days of receipt thereof. Such notice shall include a specification of the deficiencies in the Transfer Documents. Declarant shall address the identified deficiencies, after which it shall deliver revised Transfer Documents to DPR. No later than ten (10) days following receipt of such revised Transfer Documents, DPR may notify Declarant that such deficiencies have not been addressed. If DPR fails to notify Declarant within such ten (10) day periods, Declarant shall be deemed to have satisfied the requirements of Section 5.1(a)(ii) for purposes of Certification by the Chair under Section 5.1(b). In the event that the City Register makes an objection to the recordation of some or all of the Transfer Documents in the form delivered by Declarant, Declarant shall cooperate with DPR in curing any such objections.

(b) In connection with the grant of the Public Access Easement to the City and no earlier than the date on which the Notice of Substantial Completion is issued, Declarant shall deliver to DPR the following documents (collectively, the "**Easement Documents**"): (i) a title commitment from a Title Company with a limit of liability acceptable to DPR showing evidence of paid premium and that the Public Access Easement being conveyed to the City is superior to any mortgages, liens or encumbrances, except for Permitted Encumbrances (provided that the City's acceptance of title is contingent upon the Title Company providing the affirmative insurance described in Exhibit H); (ii) all required transfer tax returns signed by Declarant and (iii) a survey prepared by a land surveyor licensed in New York State in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys for Urban Surveys (2005). If DPR determines that the Easement Documents are not satisfactory, it shall notify Declarant within ten (10) day of receipt thereof. Such notice shall include a specification of the deficiencies in the Easement Documents. Declarant shall address the identified deficiencies, after which it shall deliver revised Easement Documents to DPR. No later than ten

(10) days following receipt of such revised Easement Documents, DPR may notify Declarant that such deficiencies have not been addressed. If DPR fails to notify Declarant within such ten (10) day periods, Declarant shall be deemed to have satisfied the requirements of Section 5.1(a)(iii) for purposes of Certification by the Chair under Section 5.1(b). In the event that the City Register makes any objection to the recordation of some or all of the Easement Documents in the form delivered by Declarant, Declarant shall will cooperate with DPR in curing any such objections.

(c) The transfer of title to the Waterfront Access Areas as provided for herein shall not reduce the floor area (as defined under the Zoning Resolution) that may be developed on the Subject Property or affect any calculations relating to lot coverage or any other provision of the Zoning Resolution wherein the land of the Waterfront Access Areas was included, and Declarant shall have the right to use the total area of the Subject Property, including the land conveyed to the City as provided herein, for all purposes related to permitted floor area, floor area ratio, lot coverage and other zoning calculations for the Proposed Development, notwithstanding that the Waterfront Access Areas have been conveyed to the City.

5.4 WAA Maintenance Account and WAA Maintenance Security.

(a) Pursuant to Section 62-624 of the Zoning Resolution, Declarant shall establish an account for the funding of the ordinary maintenance and future capital repairs of the Waterfront Access Areas (the "**WAA Maintenance Account**"). Prior to issuance of a TCO for each Phase pursuant to Section 5.1 and annually, no later than June 30th of each year, Declarant shall deposit into the WAA Maintenance Account the Annual WAA Maintenance Payment. The Annual WAA Maintenance Payment shall be calculated by multiplying the amount of square feet in the WAA which has been Substantially Completed or Finally Completed times $2.16 per square foot as adjusted from the date of this Agreement based on the change in the Consumer Price Index. For any year where Declarant is completing a Phase, the amount of the Annual WAA Maintenance Payment for such year shall be adjusted by multiplying the Annual WAA Maintenance Payment for such year, as determined pursuant to the preceding sentence, times a fraction the numerator of which is the number of days remaining from the Transfer Date to June 30 and the denominator of which is 360.

(b) WAA Maintenance Security. To secure its obligation to make the Annual WAA Maintenance Payment and as a condition to issuance of the TCO for a building as set forth in Section 5.1(a), Declarant shall deliver to the City security in the form of a maintenance bond or irrevocable letter of credit (such maintenance bond or letter of credit shall be in such form as shall be reasonably acceptable to the City), naming the City as beneficiary in an amount equal to four (4) months of the Annual WAA Maintenance Payment (such security, the "**WAA Maintenance Security**"). After completion of the Waterfront Access Areas, the WAA Maintenance Security shall be replaced every five years with a new security in an amount that is equal to one third of the Annual WAA Maintenance Payment for such year.

5.5 Upland Connection Maintenance Security.

(a) Prior to issuance of a TCO for each Phase pursuant to Section 5.1, Declarant shall deliver to DPR a security in the form of a maintenance bond or irrevocable letter of credit (such maintenance bond or letter of credit shall be in such form as shall be reasonably acceptable to the City) naming the City as beneficiary in an amount that has been certified by Declarant's landscape architect as being sufficient to cover 125% of the annual cost of maintaining the Upland Connection or Temporary Upland Connection, as the case may be, which has been Substantially Completed or Finally Completed (the "**Upland Connection Maintenance Security**"). Renewal of and adjustments to the amount of the Upland Connection Maintenance Security shall be governed by the Upland Connection Maintenance Agreement.

(b) Upon completion of the Upland Connection and delivery of the Upland Connection Maintenance Security relating to Phase 3, any Upland Connection Maintenance Security relating to the Temporary Upland Connection shall be returned to Declarant together with a letter from the City authorizing the cancellation of such Upland Connection Maintenance Security.

5.6 Reduction in Construction Letter of Credit and Alternative Security.

(a) If Declarant has posted a Construction Letter of Credit, upon issuance of the Notice of Substantial Completion for a Phase, the Construction Letter of Credit may be reduced to an amount equal to fifty percent (50%) of the amount of the original Construction Letter of Credit. The reduced Construction Letter of Credit shall otherwise be upon the same terms and conditions as the original Construction Letter of Credit. If Declarant delivers a new Construction Letter of Credit (as opposed to an amendment to the original Construction Letter of Credit), DPR shall return the original Construction Letter of Credit (together with a letter from the City authorizing the cancellation) to Declarant.

(b) If Declarant has not posted a Construction Letter of Credit, upon issuance of the Notice of Substantial Completion, Declarant shall deliver to DPR one or more irrevocable letters of credit in a form acceptable to the City, naming the City as beneficiary, in an amount that has been certified by Declarant's architect or landscape architect as being 125% of the cost of Finally Completing the Phase.

5.7 Limitation of Liability. Commencing on each Transfer Date, the City shall indemnify, defend and hold harmless Declarant, its officers, partners, agents, employees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, suits, causes of action, losses, damages, costs and expenses (collectively, "**Claims**") arising, after the Transfer Date, out of the City's maintenance or failure to maintain the Waterfront Access Areas which have been conveyed to the City; provided that the Claims are not the result of the negligence of the Indemnified Parties or of Declarant's or other Indemnified Party's failure to construct the Waterfront Access Areas in accordance with the Final Plans and Specifications. The duty of the City to indemnify, defend and hold harmless hereunder shall be conditioned upon (a) delivery to the New York City Law Department, attention: Chief, Torts Division, by the Declarant or other Indemnified Party, of the original or a copy of any summons, complaint, process, letter, notice, demand or pleading within ten (10)

days after the Declarant or other Indemnified Party receives such document, and (b) the cooperation of Declarant or other Indemnified Party in the defense of such action or proceeding and in the defense of any action or proceeding against the City based upon the same alleged act or omission and in the prosecution of any appeal. Such delivery shall be deemed a request by the Declarant or other Indemnified Party that the City provide for its defense pursuant to this Declaration, provided that the delivery is accompanied by a statement that specifies that defense and indemnification is being requested pursuant to this Declaration. If the Declarant or other Indemnified Party fails to or refuses to cooperate in the formation or presentation of its defense, then the Corporation Counsel may request the court's permission to withdraw its representation ten (10) days after giving written notice to Declarant or other Indemnified Party of its intent to discontinue such representation and, in any such event, the City's obligation to indemnify and hold harmless the Declarant or other Indemnified Party shall cease and be of no further force and effect. Declarant or other Indemnified Party, at its own expense, may engage its own attorney to assist in its defense, provided that the City shall control the defense.

5.8 Force Majeure. In the event that Declarant has satisfied the requirements of Section 5.1 (iv), (vi), (vii) and (viii) but is unable to Substantially Complete a Phase as a result of a Force Majeure event, then Declarant shall so notify DCP and DPR as soon as Declarant actually learns of such circumstances. Declarant's written notice (the "**Delay Notice**") shall include a description of the condition or event, its cause and probable duration (if known to Declarant), and in Declarant's reasonable judgment, the impact it is reasonably anticipated to have on the completion of the item of work. The Chair shall, after consulting with DPR and within ten (10) calendar days of its receipt of the Delay Notice, (i) certify in writing that a Force Majeure event has occurred and grant Declarant appropriate relief for such delay, including certifying in writing to the DOB that the Chair has no objection to the issuance of a TCO for all or part of the building(s) in the Proposed Development associated with such Phase or (ii) notify Declarant that it does not reasonably believe a Force Majeure event has occurred. Any delay caused as the result of a Force Majeure event shall be deemed to continue only as long as the Force Majeure event is continuing. Upon cessation of the events causing such delay, the Declarant shall promptly recommence the Work. As a condition of granting such relief, and only if the Construction Letter of Credit has not been posted, the Chair may require that Declarant post a bond or other security in a form and amount acceptable to the Chair in order to ensure that the portion of the Public Access Areas Work is Substantially Completed and that all other requirements of Section 5.1 are satisfied.

ARTICLE 6

PERMANENT CERTIFICATES OF OCCUPANCY

6.1 PCO. Subject to Force Majeure, Declarant shall not apply for or accept a PCO for any building in the Proposed Development until DPR has issued a Notice of Final Completion with respect to the Phase associated with such market-rate building, provided that the requirements of this Section shall not be applicable to an Affordable Building.

6.2 Notice of Final Completion. Declarant shall notify DPR and DCP that it believes that a Phase is Finally Complete and shall request that DPR issue a certificate in the form of Exhibit K (a "**Notice of Final Completion**") to Declarant certifying Final Completion. No later than twenty (20) calendar days after receipt of such request, DPR shall either issue the Notice of Final Completion or deliver to Declarant a notice setting forth the reasons the Phase is not Finally Complete. Such notice shall include a Punch List of items remaining to be completed or unsatisfactorily performed. Declarant shall promptly perform the work specified on the Punch List, after which it shall notify DPR of such completion. No later than twenty (20) calendar days after receipt of such notice, DPR shall either issue the Notice of Final Completion or notify Declarant that it has not completed the Punch List. If DPR fails to provide a notice to Declarant within the time periods set forth in this Section, then DPR shall be deemed to have issued a Notice of Final Completion.

6.3 Failure to Perform.

(a) Declarant shall within three (3) months after issuance of a Notice of Substantial Completion for a Phase Finally Complete construction of such Phase; provided that if Final Completion requires planting or other tasks that must occur seasonally and the Notice of Substantial Completion is issued after October 1st, then Declarant shall have until June 1st to Finally Complete the Phase. In the event that Declarant fails to Finally Complete construction of a Phase within such time period, and the Construction Letter of Credit was delivered, then DPR may, at its option upon thirty (30) days written notice to Declarant, (i) Finally Complete the Phase in accordance with the Final Plans and Specifications; (ii) cause Declarant to remove all of its equipment and any other items impeding DPR's completion of the Phase and (iii) draw upon the Construction Letter of Credit for so much of the proceeds as is necessary to pay for the reasonable costs and expenses incurred in performing the uncompleted Phase and, if necessary, removing such equipment and impediments. If the full amount of the Construction Letter of Credit is not drawn upon, then DPR shall return the balance of the proceeds of the Construction Letter of Credit to Declarant promptly after Final Completion.

(b) Declarant hereby grants the City and its contractors, agents, employees, sub-contractors a license to enter upon the Subject Property for the purposes of exercising its rights under Section 6.3(a) as may be necessary to Finally Complete the Phase.

6.4 Security for Construction Defects. Declarant hereby guarantees the construction of the Waterfront Public Access Areas against all defects for a period of one year from the date of the Notice of Final Completion. To secure this obligation, if Declarant has posted a Construction Letter of Credit, upon issuance of the Notice of Final Completion, the Construction Letter of Credit may be reduced to an amount sufficient, in the reasonable judgment of DPR, to secure potential replacement and/or repair of portions of the Phase which are discovered to have construction defects within one year of the date of Final Completion. On the one-year anniversary of the date of the Notice of Final Completion, the Construction Letter of Credit shall expire and DPR shall return the original thereof together with a letter authorizing its cancellation. If Declarant has not posted a Construction Letter of Credit, then, unless the Funding Agreement contains provisions which DPR reasonably determines satisfies the requirements of the first

sentence of this Section, then Declarant shall make DPR and the City third party beneficiaries of all construction guaranties and warranties under its construction contracts for construction of the Work.

6.5 License. To allow the Declarant to Finally Complete the Work on the Waterfront Access Areas, the City hereby grants Declarant and its contractors, agents, employees, sub-contractors a license to enter upon the Waterfront Access Areas in such manner as will not unduly interfere with the use and enjoyment thereof by the public for the purpose of completing the Punch List. Declarant shall execute a form of license provided by DPR which contains the City's standard provisions relating to a license agreement, including, without limitation, insurance requirements and indemnification.

6.6 Force Majeure. In the event that Declarant is unable to Finally Complete a Phase as a result of a Force Majeure event, then Declarant shall deliver to DCP and DPR a Delay Notice as soon as Declarant actually learns of such circumstances. The Chair shall, after consulting with DPR and within ten (10) calendar days of its receipt of the Delay Notice, (i) certify in writing that a Force Majeure event has occurred and grant Declarant appropriate relief for such delay, including certifying in writing to the DOB that the Chair has no objection to the issuance of a PCO for all or part of the building(s) in the Proposed Development associated with such Phase or (ii) notify Declarant that it does not reasonably believe a Force Majeure event has occurred. Any delay caused as the result of a Force Majeure event shall be deemed to continue only as long as the Force Majeure event is continuing. Upon cessation of the events causing such delay, the Declarant shall promptly recommence the Work. As a condition of granting such relief, and only if the Construction Letter of Credit has not been posted, the Chair may require that Declarant post a bond or other security in a form and amount acceptable to the Chair in order to ensure that the portion of the Public Access Areas Work is Finally Completed.

ARTICLE 7

PUBLIC ACCESS EASEMENT

7.1 Public Access Easement. Declarant agrees that the City shall be granted and shall enjoy a non-exclusive right to and the benefit of a non-exclusive public access easement for pedestrian use of the Upland Connection and the Temporary Upland Connection unobstructed from the ground up to the sky (such public access easement, the "**Public Access Easement**") and that liens, including but not limited to judgment liens, mortgage liens, mechanics liens and vendees' liens and all burdens, covenants, encumbrances, leases, licenses, easements, profits, security interests and all other interests subsequent thereto shall be subject to and subordinate to the rights, claims, entitlements, interests and priorities created by the easement granted herein. The Public Access Easement with respect to the Upland Connection shall be in perpetuity. The Public Access Easement for the Temporary Upland Connection shall expire upon completion of Phase 3 and the City hereby agrees, upon such completion, to execute and deliver to Declarant a document terminating the public access easement with respect to the Temporary Upland Connection.

7.2 Closing of Public Access Easement. Notwithstanding Section 7.1, Declarant may close a Public Access Easement (i) for the repair, restoration, rehabilitation, renovation or replacement of pipes, utility lines or conduits or the equipment on or under the Upland Connection or the Temporary Upland Connection or (ii) in the event of an emergency or hazardous condition; provided that Declarant will close or permit to be closed only those portions of such areas which must or should reasonably be closed to effect the repairs or remediation; will, wherever possible, perform such work in such a manner that the public will continue to have at least partial access to the Public Access Easement and will exercise due diligence in the performance of such repairs or mitigation so that it is completed expeditiously and the temporarily closed areas are re-opened to the public promptly. Except in cases of emergency, Declarant shall provide seven (7) days advance notice to the public of any temporary closure of the Upland Connection or Temporary Upland Connection (or any portion thereof) by posting signs at appropriate locations. In cases of emergency, Declarant shall provide such public notice as soon as practicable and shall promptly, but in no event more than two (2) business days after such closure, give notice to DPR that such portion has been closed, which notice shall describe the nature of the emergency or hazardous condition causing the closure, the portion to be closed and the anticipated duration thereof. In addition to the foregoing, Declarant shall have the right to close to the public the Upland Connection or the Temporary Upland Connection for one day in each calendar year (excluding holidays or weekends) to preserve its ownership interest in the Upland Connection or the Temporary Upland Connection, as the case may be, provided that Declarant may not use or allow the use of the Upland Connection or the Temporary Upland Connection for a private function during such closing. Declarant shall, at its sole cost and expense, promptly repair and restore the Upland Connection or the Temporary Upland Connection in accordance with the Final Plans and Specifications upon completion of any work performed under this Section.

7.3 Maintenance Easement. Declarant agrees that, effective upon the conveyance of the Public Access Easement), the City, acting through DPR, shall have a right of access over and through the Upland Connection and/or the Temporary Upland Connection to maintain, repair and reconstruct the Waterfront Access Areas (such right, the "**Maintenance Easement**"). The Maintenance Easement shall permit the City and its respective employees, contractors, subcontractors and agents to enter upon, in or through any portion of the Upland Connection or Temporary Upland Connection at any time to perform such maintenance, repair and reconstruction without prior notice to Declarant; provided, however, that with respect to any work which involves the use of heavy construction equipment such as bulldozers, front end loaders and other similar construction equipment, the City shall provide Declarant with at least five (5) calendar days prior written notice of such work and further provided that such work shall only take place between the hours of 8 a.m. and 5 p.m., Monday through Fridays (excluding holidays). Notwithstanding the foregoing, in the event of an emergency to repair any dangerous or unsafe condition, the City shall not be required to provide any notice and may use such heavy construction equipment as it shall deem necessary to make such repair.

ARTICLE 8

ADMINISTRATION

8.1 Hours of Operation. Declarant acknowledges that the hours of operation of the Public Access Areas shall be determined by the City and subject to Section 7.2 covenants not to impede or interfere with public access to the Waterfront Access Areas through the Upland Connection or Temporary Upland Connection during such hours of operation. Notwithstanding the foregoing, the City has advised Declarant that it intends that the Waterfront Public Access Areas shall be open and accessible to the public no earlier than 6 a.m. and no later than midnight. If the City wishes to change these hours, it shall consult with Declarant prior to implementing such change. The City further agrees that the hours of operation for the Waterfront Access Areas shall be consistent with the hours of operation for other waterfront parks owned and managed by DPR.

8.2 Maintenance by City. Commencing on each Transfer Date for a Phase, the City shall be solely responsible for maintenance of and capital repairs to the Waterfront Access Areas for such Phase. The City acknowledges and agrees that Declarant shall thereupon have no obligation or responsibility for maintenance of the Waterfront Access Areas for that Phase. The City further agrees that it shall maintain the Waterfront Access Areas pursuant to the terms and conditions of the DPR Maintenance Agreement.

8.3 Maintenance of Upland Connection. Commencing on each Transfer Date for a Phase, Declarant shall be solely responsible for maintenance of and capital repairs to the Upland Connection and the Temporary Upland Connection, as the case may be, and shall maintain the Upland Connection and the Temporary Upland Connection pursuant to the terms and conditions of the Upland Connection Maintenance Agreement.

8.4 Private Residential Access to Waterfront Access Areas. Declarant acknowledges that any direct access to the Waterfront Access Areas from private residences in the Proposed Development is subject to DPR review and approval, in the reasonable exercise of its discretion, and that in the event of approval, DPR may impose reasonable conditions with respect to the configuration and operation of such access to the Waterfront Access Areas.

8.5 Private Commercial Access to Waterfront Access Areas. Declarant acknowledges that any direct access to the Waterfront Public Access Areas from commercial establishments in the Proposed Development is subject to DPR review, in the reasonable exercise of its discretion, and approval and that in the event of approval, DPR may impose reasonable conditions with respect to the configuration and operation of such access to the Waterfront Access Areas.

ARTICLE 9

ENFORCEMENT

9.1 Failure to Make Annual WAA Maintenance Payment. If Declarant fails to make the Annual WAA Maintenance Payment by the date set forth in Section 5.4 and such default is not cured within 15 days after receipt by Declarant of written notice of such failure then the City shall have the right, in addition to such rights as may be available to it at law or equity and as are provided in this Declaration to draw upon the WAA Maintenance Security. If the City has

drawn down on the WAA Maintenance Security pursuant to this Section, Declarant shall, within sixty (60) days of such action by the City, deposit with DPR an amount equal to the required amount of the WAA Maintenance Security.

9.2 Denial of Public Access. If DPR has reason to believe that the use and enjoyment of the Public Access Areas by any member of the public has, without reasonable cause, been denied by Declarant, and the City determines that such denial of access was in violation of Sections 7.1 and 8.1 with respect to the right of public access through the Upland Connection, Temporary Upland Connection or to the Waterfront Access Areas, the City shall, in addition to such other rights as may be available to it at law or equity and as are provided under this Declaration, have the right to seek civil penalties at the Environmental Control Board for a violation relating to privately owned public space, as set forth in Exhibit L and as such penalties may be adjusted from time to time by the Environmental Control Board.

9.3 Additional Remedies. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, the seeking of a mandatory injunction compelling Declarant to comply with any provision, whether major or minor, of this Declaration.

9.4 Enforcement by the City. Declarant acknowledges that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants, easements, obligations and agreements contained herein. No person or entity other than the City shall have any right to enforce the provisions of this Declaration and nothing contained herein shall be deemed to allow any other person or entity, public or private, any interest or right of enforcement of any provision of this Declaration or any Exhibit hereto, including any claim by any public or private landowner to be the beneficiary of an easement appurtenant to lands adjoining the Subject Property which could or might be affected by the enforcement of the provisions of this Declaration with respect to the Subject Property.

9.5 Notice and Cure.

(a) Before any agency, department, commission or other subdivision of the City of New York institutes any proceeding or proceedings to enforce the terms or conditions of this Declaration with respect to an alleged violation of an ongoing nature, it shall give Declarant thirty (30) days written notice of such alleged violation, during which period Declarant shall have the opportunity to effect a cure of such alleged violation. If Declarant commences to effect a cure during such thirty (30) day period and proceeds diligently towards the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as Declarant continues to proceed diligently with the effectuation of such cure.

(b) Notwithstanding the foregoing, in the event of a denial of public access of an on going nature or interference on a continuing basis with the City's rights under the Maintenance Easement, Declarant shall have the opportunity to effect a cure within twenty four

(24) hours of receipt of notice thereof. If such denial of access or interference continues beyond such period, the City may thereupon exercise any and all of its rights hereunder, including seeking a mandatory injunction.

9.6 Notice to Mortgagee.

(a) If Declarant fails to cure a violation within the applicable grace period provided in Section 9.5(a), then prior to the institution by any agency or department of the City of any action, proceeding, or proceedings against Declarant in connection with such failure, a Mortgagee shall be given thirty (30) days written notice of such alleged violation, during which period such Mortgagee shall have the opportunity to effect a cure of such alleged violation. If such Mortgagee commences to effect a cure during such thirty (30) day period and proceeds diligently towards the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as such Mortgagee continues to proceed diligently with the effectuation of such cure.

(b) If after due notice as set forth in this Section, Declarant and the Mortgagee fail to cure such alleged violations, the City may exercise any and all of its rights, including those delineated in this Article 9 and may disapprove any amendment, modification, or cancellation of this Declaration on the sole grounds that Declarant is in default of any material obligation under this Declaration.

ARTICLE 10

MISCELLANEOUS

10.1 Filing and Recording. This Declaration shall become effective upon approval of the Application by the Chair. Upon such approval, Declarant shall file and record at its sole cost and expense this Declaration in the Register's Office, indexing it against the Subject Property within ten days after approval. Declarant shall promptly deliver to the DCP and the DPR duplicate executed originals and, following recordation, a true copy of this Declaration as recorded. If Declarant fails to so record this Declaration, the City may record this Declaration, at the sole cost and expense of Declarant, who shall promptly pay to the City such costs together with fees for purchase of a reasonable number of certified copies of the recorded Declaration.

10.2 Successors. The provisions of this Declaration shall inure to the benefit of and be binding upon the respective heirs, successors, legal representatives and assigns of Declarant, and references to Declarant shall be deemed to include such heirs, successors, legal representatives and assigns as well as the successors to their interests in the Subject Property. Reference in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to jurisdiction thereof pursuant to the laws of the State of New York and the New York City Charter.

10.3 Limitation of Liability.

(a) The City shall look solely to the fee estate and interest of Declarant in the Subject Property, on an in rem basis only, for the collection of any money judgment recovered against Declarant, and no other property of Declarant or its principals, partners, shareholders, directors, members, officers or employees shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration, and Declarant shall have no personal liability under this Declaration. In the event that any building in the Proposed Development is converted to condominium form of ownership, every condominium unit (other than any condominium unit that contains only "lower income households" as defined in Section 23-92 of the Zoning Resolution or "moderate income households" as defined in Section 62-352 of the Zoning Resolution) shall, as successor in interest to Declarant, be subject to levy or execution for the satisfaction of any monetary remedies of the City, provided that such enforcement procedures shall be taken simultaneously against all the condominium units in the Proposed Development and not against individual units.

(b) The restrictions, covenants and agreements set forth in this Declaration shall be binding upon the Declarant and any successor-in-interest only for the period during which Declarant and any successor-in-interest is the holder of a fee interest in or is a party-in-interest of the Subject Property and only to the extent of such fee interest or the interest rendering Declarant a party-in-interest. At such time as the named Declarant has no further fee interest in the Subject Property and is no longer a party-in-interest of the Subject Property, Declarant's obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of Declarant's interest and Declarant's successors-in-interest in the Subject Property by acceptance of such conveyance automatically shall be deemed to assume Declarant's obligations and liabilities here-under to the extent of such successor-in-interest's interest.

10.4 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

10.5 Severability. In the event that any provision of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction and the judgment of such court shall be upheld on final appeal, or the time for further review of such judgment on appeal or by other proceeding has lapsed, such provision shall be severable, and the remainder of this Declaration shall continue to be of full force and effect.

10.6 Modifications. This Declaration may be modified, amended or canceled by the Chair only upon application by the Declarant. No other approval or consent by any other public body or private body shall be required for such modification, amendment or cancellation. Notwithstanding any other provision hereof, this Declaration shall automatically and without any further public or private action be canceled, and the restrictions, covenants, obligations, liens and agreements hereof shall be of no further force and effect if, prior to the issuance by the DOB of a building permit for the Proposed Development, Declarant delivers to the Chair and records with the City Register's Office, a document duly executed and acknowledged in which the Declarant

discharges this Declaration of record and surrenders its rights to develop the Proposed Development.

10.7 Offering Plan. In the event that cooperative or condominium units are offered for sale in any building in the Proposed Development, a summary of the terms of this Declaration shall be included in any offering plan issued in connection therewith. Such offering plan shall clearly identify the rights and obligations pursuant to this Declaration of any cooperative or condominium that may be formed.

10.8 Homeowner's Association. In order to guarantee Declarant's obligation to maintain the Upland Connection, to pay the Annual WAA Maintenance Payment, to renew and maintain the WAA Maintenance Security and to renew and maintain the Upland Connection Maintenance Security, Declarant shall cause to be organized a homeowner's association (the "**Association**") if any of the following changes are made in the ownership of the Proposed Development: (i) all or any portion of the Proposed Development is converted to condominium or cooperative form of ownership or (ii) the Proposed Development is held in any other form of multiple ownership of fee title and/or leasehold of all or substantially all of the Proposed Development. If an Association is required to be formed as set forth above, the provisions of Article 12 shall be operative.

10.9 Parties in Interest. If a cooperative apartment corporation is formed with respect to any building in the Proposed Development or if any building in the Proposed Development is held in condominium ownership, the Board of Directors or the Board of Managers, as the case may be, shall be deemed to be the sole Party-in-Interest with respect to the premises owned by the cooperative apartment corporation or held in condominium ownership and the owner of the shares of stock of the cooperative apartment corporation, the holder of a lien encumbering any such shares, the holder of any other occupancy or other interest in such cooperative apartment, the holder of any unit in the condominium, the holder of a lien encumbering any such condominium unit and the holder of any other occupancy or other interest in such condominium unit shall not be deemed to be a Party-in-Interest.

10.10 Indemnification. If Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City, DPR and DCP from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of Declarant's obligations under this Declaration. If any judgment is obtained against Declarant from a court of competent jurisdiction in connection with this Declaration and such judgment is upheld on final appeal or the time for further review of such judgment or appeal by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City, DPR and DCP from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of said judgment.

10.11 Exhibits. Any and all exhibits, appendices, or attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

10.12 Acknowledgement of Covenants. Declarant acknowledges that the restrictions, covenants, easements, obligations and agreements in this Declaration will protect the value and desirability of the Subject Premises as well as benefit the City of New York and all property owners within a one-half mile radius of the Subject Premises.

10.13 No Restrictions. Declarant represents and warrants that there are no restrictions of record on the use of the Subject Property, nor any present or presently existing future estates or interest in the Subject Property, nor any liens, obligations, covenants, easements, limitations or encumbrances of any kind, the requirements of which have not been waived or subordinated, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations and agreements of this Declaration.

10.14 Further Assurances. Declarant and the City each agree to execute, acknowledge and deliver such further instruments, and take such other or further actions as may be reasonably required in order to carry out and effectuate the intent and purpose of this Declaration or to confirm or perfect any right to be created or transferred hereunder, all at the sole cost and expense of the party requesting such further assurances.

10.15 Estoppel Certificates. Whenever requested by a party, the other party shall within ten (10) days thereafter furnish to the requesting party a written certificate setting forth: (i) that this Declaration is in full force and effect (or if there have been modifications that the Declaration is in full force and effect as modified and identifying the modifications) and (ii) whether or not, to the best of its knowledge, the requesting party is in default under any provisions of this Declaration and if such a default exists, the nature of such default.

10.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, together, shall constitute one agreement.

ARTICLE 11

NOTICES

11.1 Notices. All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent as follows:

If intended for Declarant, to:
Kent Avenue Property 1-A LLC et al
c/o L & M Equity Participants, Ltd.
1865 Palmer Avenue, Suite 203
Larchmont, New York 10583
Attention: Ronald Moelis

With a copy to:
Kenneth K. Lowenstein
Bryan Cave LLP
1290 Avenue of the Americas

New York, New York 10104

If intended for DCP, to:	Director, New York City Department of City Planning 22 Reade Street New York, New York 10007
With a copy to:	Office of the General Counsel New York City Department of City Planning 22 Reade Street New York, New York 10007
If intended for DPR, to:	Commissioner, New York City Department of Parks & Recreation The Arsenal, Central Park 830 Fifth Avenue New York, NY 10021
With a copy to:	Office of the General Counsel New York City Department of Parks & Recreation The Arsenal, Central Park 830 Fifth Avenue New York, New York 10021

Declarant, DCP or DPR or their respective representatives, by notice given as provided in this paragraph, may change any address for the purposes of this Declaration. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, overnight courier or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

ARTICLE 12

HOMEOWNERS ASSOCIATION

12.1 Filing Requirements.

(a) If an Association is required to be organized pursuant to Section 10.8, the Association shall be organized in accordance with the terms of this Declaration and in accordance with the New York State Not-for-Profit Corporation Law. One or more plan(s) (an "**Offering Plan**") shall be filed with the Attorney General of the State of New York (the "**Attorney General**") offering interests in the Association pursuant to the New York State

General Business Law § 352-e (which Offering Plan may be made as part of an Offering Plan to convert all or any portion of the Proposed Development to condominium or cooperative form of ownership).

(b) Declarant shall certify in writing to the Chair and the Commissioner that the certificate of incorporation for the Association has been filed with the Secretary of State and that the Offering Plan has been accepted for filing by the Attorney General and that the certificate of incorporation and all other governing documents of the Association are in full compliance with the requirements of this Declaration. If Declarant fails to comply with the provisions of this Section 12.1, the City may exercise its remedies as provided in Article 9 of this Declaration.

12.2 Obligations. The Association shall be established for the purposes of assuming the Declarant's obligations to maintain the Upland Connection, to pay the Annual WAA Maintenance Payment, to renew and maintain the WAA Maintenance Security and to renew and maintain the Upland Connection Maintenance Security as set forth in this Declaration.

12.3 Powers. To the extent permitted by law, Declarant shall cause the Association to be established with the power and authority to:

(a) impose fees or assessments against the members of the Association, for the purpose of collecting funds to satisfy the obligations of the Association pursuant to this Declaration;

(b) collect, receive, administer, protect, invest and dispose of funds;

(c) bring and defend actions and negotiate and settle claims to recover fees or assessments owed to the Association pursuant to this Article 12; and

(d) exercise any and all of such powers as may be necessary or appropriate for purposes of this Declaration and as may be granted to the Association in furtherance of the Association's purposes pursuant to the New York Not-for-Profit Corporation Law.

12.4 The Association shall require that any members of the Association who are owners of condominium units or a holder of shares and/or a lessee under a proprietary lease in a cooperative corporation shall assign their rights with respect to modification, amendment or cancellation of this Declaration to the Association.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Agreement has been duly executed by the Declarant as of the date first written above.

KENT AVENUE PROPERTY 1-A LLC

By: FM KENT PROPERTY HOLDINGS LLC, its sole member

By: _____
Name: Jay Furman
Title:

KENT AVENUE PROPERTY 1-B LLC

By: TMF KENT PARTNERS LLC, its sole member

By: _____
Name:
Title:

By: _____
Name: Jay Furman
Title:

KENT AVENUE PROPERTY 2 LLC

By: TMF KENT PARTNERS LLC, its sole member

By: _____
Name: DAVID VAN SARETTELSAW
Title: MANAGING MEMBER

By: _____
Name: Jay Furman
Title:

KENT AVENUE PROPERTY 3 LLC

By: _____
Name: Jay Furman
Title:

KENT AVENUE GARAGE I LLC

By: TMF KENT PARTNERS LLC, its sole member

By: _____
Name: DAVID VAN SARETTELSAW
Title: MANAGING MEMBER

By: _____
Name: Jay Furman
Title:

The City hereby joins in the execution of this Declaration solely for the purpose of confirming its obligations hereunder.

By: _____
DAVID KANNOWSKY
GENERAL COUNSEL
DEPT. CITY PLANNING

KENT AVENUE PROPERTY 2 LLC

By: TMF KENT PARTNERS LLC, its sole member

By:_____
Name:
Title:

By:_____
Name:
Title:

KENT AVENUE PROPERTY 3 LLC

By:_____
Name:
Title:

KENT AVENUE GARAGE 1 LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

The City hereby joins in the execution of this Declaration solely for the purpose of confirming its obligations hereunder.

THE CITY OF NEW YORK

By: _____

Approved as to Form:
Acting Corporation Counsel

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

On the 13th day of Apr. 1, 2006, before me, the undersigned, personally appeared Jay Furman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jessica Lopez
Notary Public

JESSICA LOPEZ
Notary Public State of New York
No. 01LO6106589
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 8, 2008

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

On the 13th day of April, 2006, before me, the undersigned, personally appeared Paul Weinstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jean Wilkinson
Notary Public

JEAN WILKINSON
Notary Public, State of New York
No. 01WI6114149
Qualified in Kings County
Commission Expires: 08/09/2009

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

On the 13th day of April, 2006, before me, the undersigned, personally appeared Jay Furman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jessica Lopez
Notary Public

JESSICA LOPEZ
Notary Public State of New York
No. 01LO6106589
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 8, 2008

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SEAL

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

On the 13th day of April, 200_, before me, the undersigned, personally appeared David Von Spreckelsen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

JEAN WILKINSON
Notary Public, State of New York
No. 01WI6114149
Qualified in Kings County
Commission Expires: 08/09/2008

SEAL

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

On the 13th day of April, 2006 before me, the undersigned, personally appeared Jay Furman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

JESSICA LOPEZ
Notary Public State of New York
No. 01LO6106589
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 8, 2008

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

On the 13th day of April, 2006, before me, the undersigned, personally appeared Jay Furman personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

JESSICA LOPEZ
Notary Public State of New York
No. 01LO6106589
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 8, 2008

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

On the 10th day of April, 200_, before me, the undersigned, personally appeared Dov Gruskin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

JEAN WILKINSON
Notary Public, State of New York
No. 01WI6114149
Qualified in Kings County
Commission Expires: 08/09/2008

SEAL

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

On the 13th day of Apr. 1, 2006, before me, the undersigned, personally appeared Jay Furman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

JESSICA LOPEZ
Notary Public State of New York
No. 01LO6106589
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 8, 2008

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

On the 4th day of April, 2006, before me, the undersigned, personally appeared David Kaknevsky personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name(~~s~~) is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument, the individual(~~s~~), or the person upon behalf of which the individual(~~s~~) acted, executed the instrument.

Helen V. O'Brien
Notary Public

HELEN V. O'BRIEN
Notary Public, State of New York
No. 31-6177702
Qualified in New York County
Commission Expires July 31, 2006

SEAL

SCHEDULE OF EXHIBITS

EXHIBIT A	DESCRIPTION OF SUBJECT PROPERTY
EXHIBIT B	CERTIFICATION OF PARTIES IN INTEREST
EXHIBIT C	WAIVERS OF EXECUTION OF RESTRICTIVE DECLARATION
EXHIBIT D	FORM OF DPR MAINTENANCE AGREEMENT
EXHIBIT E	FORM OF UPLAND CONNECTION MAINTENANCE AGREEMENT
EXHIBIT F	CONCEPT DRAWINGS
EXHIBIT G	DRAWINGS
EXHIBIT H	PERMITTED ENCUMBRANCES
EXHIBIT I	SCHEDULE
EXHIBIT J	NOTICE OF SUBSTANTIAL COMPLETION
EXHIBIT K	NOTICE OF FINAL COMPLETION
EXHIBIT L	ECB PENALTY SCHEDULE

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

The subject tract of land, formerly known as Tax Lot Number 1 in Block 2340 on the Tax Map of the City of New York, Kings County is now known as Tax Lot Numbers 1, 2, 3, 4, 5, 6, 7, and 8 more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Kent Avenue with the southerly side of North 5th Street;

THENCE westerly along the southerly side of North 5th Street, 496 feet to the Bulkhead Line established by the Harbor Commissioners in 1857;

THENCE northerly along said bulkhead line, 30 feet 5 ½ inches to the center line of North 5th Street;

THENCE westerly along a line in continuation of the center line of North 5th Street, 415 feet 8-⅜ inches to the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE southerly along said pierhead line, 380 feet 6-¾ inches to the northwesterly corner of land conveyed by Havemeyers & Elder, Inc. to John T. McCormick by said deed dated May 12, 1947, recorded May 14, 1947 in Liber 7125 Cp 361, which corner is distant 143 feet 6-⅝ inches northerly from North 3rd Street prolonged as measured along said pierhead line;

THENCE easterly along said last mentioned land, and on a line forming an interior angle of 102 degrees 00 minutes 09 seconds with the previous course 323 feet 8-⅞ inches to an angle point;

THENCE continuing easterly along a line forming an interior angle of 191 degrees 27 minutes 13 seconds with the previous course, 46 feet 1-⅝ inches (deed), 45 feet 6-¾ inches (calculated);

THENCE northerly and along the last mentioned land and along a line forming an interior angle of 75 degrees 34 minutes 05 seconds with the previous course, 28 feet 7-¼ inches;

THENCE easterly along a line forming an exterior angle of 97 degrees 21 minutes 43 seconds with the previous course, 103 feet 5-¼ inches to an angle point on a line at right angles to Kent Avenue;

THENCE easterly and at right angles to Kent Avenue, 368 feet 9-⅞ inches to the westerly side of Kent Avenue;

THENCE northerly along the westerly side of Kent Avenue, 303 feet 7-⅛ inches to the corner at the point or place of BEGINNING.

Said premises being known as 164 Kent Avenue, Brooklyn, NY

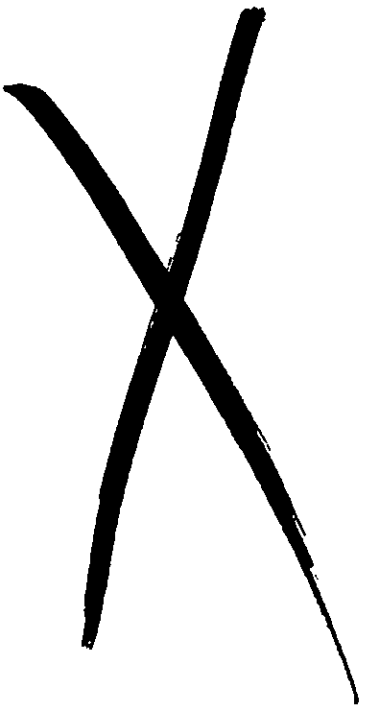


EXHIBIT B

PARTIES IN INTEREST CERTIFICATION

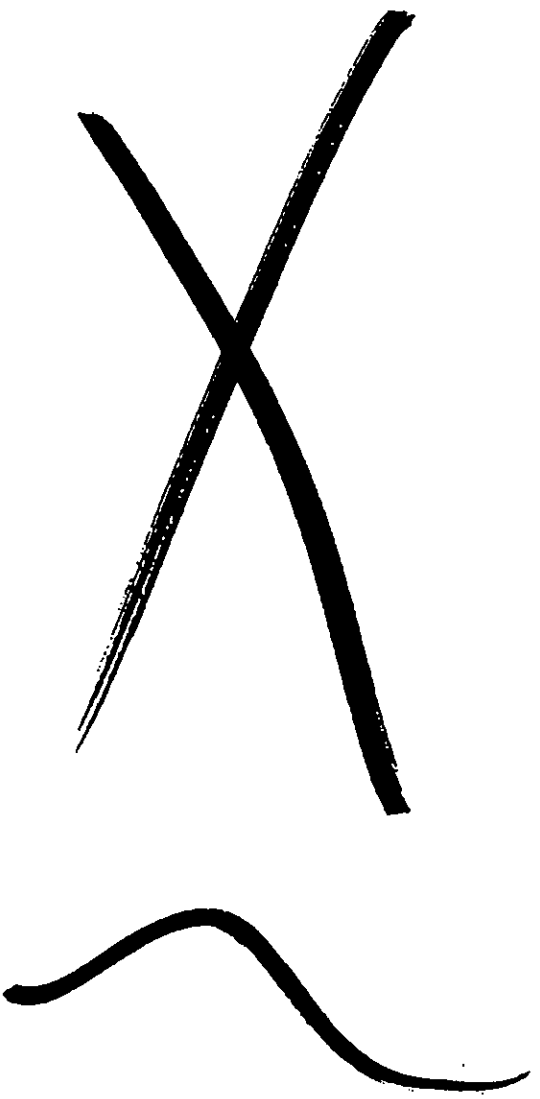


EXHIBIT "II"
CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION D OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15 1961
OF THE CITY OF NEW YORK - AS AMENDED
EFFECTIVE AUGUST 18, 1977

CHICAGO TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York, by East Coast Abstract, Inc., its authorized agent, having an office at 100 Quentin Roosevelt Boulevard, Suite 101, Garden City, New York 11530 hereby certifies that as to the land hereinafter described being a tract of land, either unsubdivided or consisting of two or more lots of record contiguous for a minimum of ten linear feet, located within a single block, all the parties in interest as defined in as defined in Section 12-10, subdivision (d) of The Zoning Resolution of the City of New York, effective December 15, 1961, as amended are the following: Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 3 LLC and Kent Avenue Property 2 LLC

NAME	ADDRESS	NATURE OF INTEREST
Kent Avenue Property 1-A LLC	c/o L & M Equity Participants Ltd. 1865 Palmer Avenue, Suite 203 Larchmont, NY 10583	Fee Owner - Lot 1
Kent Avenue Property 1-B LLC	c/o L & M Equity Participants Ltd. 1865 Palmer Avenue, Suite 203 Larchmont, NY 10583	Fee Owner - Lot(s) 2, 5, 6, 7 & 8
Kent Avenue Property 2 LLC	c/o L & M Equity Participants Ltd. 1865 Palmer Avenue, Suite 203 Larchmont, NY 10583	Fee Owner - Lot 3
Kent Avenue Property 3 LLC	c/o L & M Equity Participants Ltd. 1865 Palmer Avenue, Suite 203 Larchmont, NY 10583	Fee Owner - Lot 4
Kent Avenue Garage 1 LLC	c/o Toll Brothers, Inc 250 Gibraltar Road Horsham, PA 19044	Ground Leasee Lot 1 only
Citibank, N.A.	One Court Square 45th Floor/Zone 12 Long Island City, NY 11120	Mortgagee

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, formerly known as Tax Lot Number 1 in Block 2340 the Tax Map of City of New York, Kings County is now known as Tax Lot Numbers 1, 2, 3, 4, 5, 6, 7, and 8 more particularly bounded and described as follows

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Kent Avenue with the southerly side of North 5th Street;

THENCE westerly along the southerly side of North 5th Street, 496 feet to the Bulkhead Line established by the Harbor Commissioners in 1857,

THENCE northerly along said bulkhead line, 30 feet 5-1/2 inches to the center line of North 5th Street;

THENCE westerly along a line in continuation of the center line of North 5th Street, 415 feet 8-3/8 inches to the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE southerly along said pierhead line, 380 feet 6-3/4 inches to the northwesterly corner of land conveyed by Havemeyers & Elder, Inc. to John T. McCormick by said deed dated May 12, 1947, recorded May 14, 1947 in Liber 7125 Cp 361, which corner is distant 143 feet 6-5/8 inches northerly from North 3rd Street; prolonged as measured along said pierhead line;

THENCE easterly along said last mentioned land, and on a line forming an interior angle of 102 degrees 00 minutes 09 seconds with the previous course 323 feet 8-7/8 inches to an angle point;

THENCE continuing easterly along a line forming an interior angle of 191 degrees 27 minutes 13 seconds with the previous course, 46 feet 1-5/8 inches (deed), 45 feet 6-3/4 inches (calculated);

THENCE northerly and along the last mentioned land and along a line forming an interior angle of 75 degrees 34 minutes 05 seconds with the previous course, 28 feet 7-1/4 inches;

THENCE easterly along a line forming an exterior angle of 97 degrees 21 minutes 43 seconds with the previous course, 103 feet 5-1/4 inches to an angle point on a line at right angles to Kent Avenue;

THENCE easterly and at right angles to Kent Avenue, 368 feet 9-7/8 inches to the westerly side of Kent Avenue;

THENCE northerly along the westerly side of Kent Avenue, 303 feet 7-1/8 inches to the corner at the point or place of BEGINNING.

Said premises being known as 164 Kent Avenue, Brooklyn, NY

SECTION 8, BLOCK 2340, LOT 1 through 8

DIAGRAM
SEE ANNEXED

NOTE: A Zoning lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plat or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

CHICAGO TITLE INSURANCE COMPANY

By: EAST COAST ABSTRACT, INC., its Authorized Agent

Stanley E. Levine, President/CEO

State of New York)
County of Nassau) ss:

On the 21ST th day of March 2006 before me, the undersigned personally appeared Stanley E. Levine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

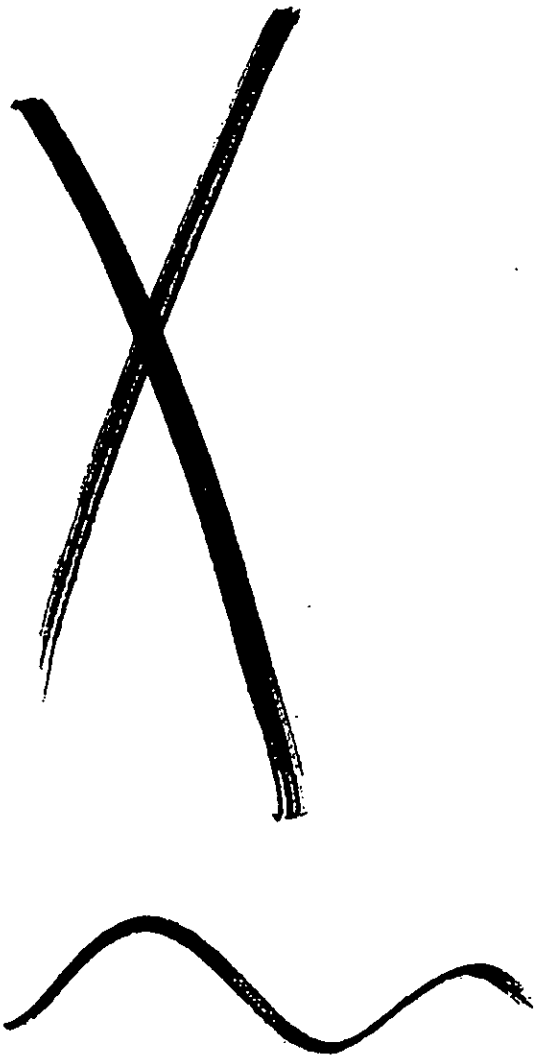
Notary Public

MARIA T. WHITE
Notary Public, State of New York
No. 01WH5063310
Qualified in Nassau County
Commission Expires July 15, 2006

SEAL

EXHIBIT C

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION



WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION

Citibank, N.A., having an office at One Court Square, 45th Floor, Long Island City, New York, as holder of a mortgage (the "Mortgage") encumbering the premises (the "Premises") known as Block 2340, Lots 1 to 8, Kings County, on the Tax Map of the City of New York and a party-in-interest (as defined in the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time), hereby:

1. Waives its right to execute, and consents to the execution, delivery and recordation of a certain Restrictive Declaration (the "Declaration") dated as of April , 2006 made by Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC and Kent Garage 1 LLC and recorded simultaneously herewith.

2. Agrees that the Mortgage and the lien thereof, and any amendments, extensions, renewals, modifications, severing or splitter agreements or consolidations of the Mortgage shall in all respects be subject to and subordinate to the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Waiver as of this day of April, 2006.

CITIBANK, N.A.

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

On the 14th day of April, 2006, before me, the undersigned, personally appeared Jonathan Springer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

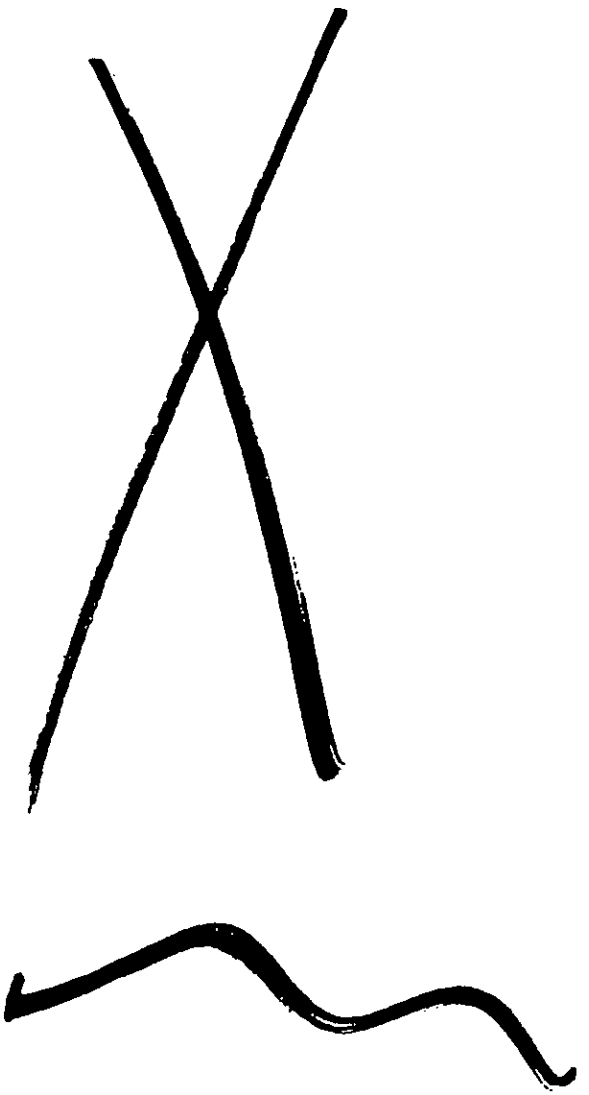
Notary Public

Derrick A. Lovett
Notary Public, State of New York
No. 01LO4946162
Qualified in Westchester County
Commission Expires January 2[illegible]07

SEAL

EXHIBIT D

FORM OF DPR MAINTENANCE AGREEMENT



DPR MAINTENANCE AGREEMENT

AGREEMENT made as of___ between KENT AVENUE PROPERTY 1-A LLC, KENT AVENUE PROPERTY 1-B LLC, KENT AVENUE PROPERTY 2 LLC, KENT AVENUE PROPERTY 3 LLC and KENT GARAGE 1 LLC, each having an address c/o L & M Equity Participants, Ltd., 1865 Palmer Avenue, Suite 203, Larchmont, New York 10583 (collectively, "Kent") and the CITY OF NEW YORK ("City"), acting by and through the New York City Department of Parks & Recreation ("Parks"), having its headquarters at The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10021.

WHEREAS Kent is the owner of certain real property located in the Borough of Brooklyn, Kings County, City and State of New York, which property is designated as Block 2340, Lots 1-8 on the tax map of the City of New York (the "**Subject Property**"), as more particularly described in Exhibit A annexed hereto; and

WHEREAS, the Subject Property is located within a waterfront block, as that term is defined in Section 62-11 of the Zoning Resolution of the City of New York (the "Zoning Resolution") and is subject to the regulations of Article VI, Chapter 2 of the Zoning Resolution); and

WHEREAS, Kent intends to develop the Subject Property by constructing four (4) predominantly residential buildings (the "**Proposed Development**"); and

WHEREAS, Kent has submitted application Nos. N060378ZCK and N060439ZCK (the "**Application**") to the Department of City Planning requesting that the Chair certify that the drawings (the "Drawings") submitted with the Application comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution; and

WHEREAS, in connection with the approval by the Chair of the City Planning Commission of the Application, Kent has executed, delivered and recorded a restrictive declaration dated April 19, 2006 governing the development of the Subject Property (the "**Declaration**"); and

WHEREAS, Kent intends to construct a Shore Public Walkway and Pier (the Shore Public Walkway and Pier, collectively, the "**Waterfront Access Areas**"); and

WHEREAS, pursuant to the terms of the Declaration, upon completion of each Phase of the Waterfront Access Areas, Kent will convey to the City fee simple absolute title to the Waterfront Access Areas; and

WHEREAS, pursuant to the Declaration, upon conveyance of each Phase, Parks shall be responsible for the maintenance and capital repair of the Waterfront Access Areas; and

WHEREAS, pursuant to the Declaration, Kent has established the WAA Maintenance Account and has made the required Annual WAA Maintenance Payment; and

WHEREAS Kent and the City wish to provide for their respective rights and obligations in connection with the maintenance and operation of the Waterfront Access Areas; and

WHEREAS. Kent also intends to construct an Upland Connection and Temporary Upland Connection: and

WHEREAS, it is the intent of the parties that the Waterfront Access Areas be maintained in accordance with the standards and specifications set forth in this DPR Maintenance Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

1. DEFINITIONS

Any word which is defined in the Declaration shall have the meaning set forth therein.

1.1.1. "**Commissioner**" shall mean the Commissioner of Parks and Recreation or any successor to the jurisdiction thereof.

1.1.2. "**Declaration**" shall have the meaning set forth in the recitals to this Agreement.

1.1.3. "**Parks**" shall mean the New York City Department of Parks and Recreation or any successor to its jurisdiction.

2. TERM

Commencing on the Transfer Date for a Phase, Parks shall be solely responsible for the ordinary maintenance of and capital repairs to the Waterfront Access Areas for such Phase. Parks acknowledges and agrees that Kent shall thereupon have no obligation or responsibility for maintenance of the Waterfront Access Areas for that Phase.

3. SERVICES

3.1. General Scope: Parks will perform all ordinary maintenance and repairs, capital repairs and improvements, recreational, horticultural and security services for the Waterfront Access Areas. Parks will operate and maintain the Waterfront Access Areas to a high standard of service and cleanliness consistent with an "acceptable" rating under the Parks Inspection Program. The WAA Maintenance Account shall be used by Parks exclusively for the funding of the services set forth in this agreement for the Waterfront Access Areas. Notwithstanding the foregoing, Parks agrees and acknowledges that its obligations to maintain and repair the Waterfront Access Areas in accordance with this Agreement is not conditioned upon or limited by the amount of funds in the WAA Maintenance Account. Parks further agrees and acknowledges that if the amount of funds in the WAA Maintenance Account is not sufficient to maintain or repair the Waterfront Access Areas as required hereunder, Parks shall be solely responsible for any additional costs attributable to such maintenance or repairs.

3.2. Hours of Operation: The hours of operation of the Waterfront Access Areas shall be determined by the City. Notwithstanding the foregoing, Parks has advised Kent that the Waterfront Public Access Areas shall be open and accessible to the public no earlier than 6 a.m. and no later than midnight. Parks agrees that if it wishes to change these hours, it shall consult with Kent prior to implementing any change and further agrees that the hours of operation for the Waterfront Access Areas shall be consistent with the hours of operation for other waterfront parks owned and managed by Parks.

3.3. Cleaning: (a) Dirt, litter and obstructions shall be removed as needed and leaves collected and removed as needed to maintain the Waterfront Access Areas in clean, neat and good condition.

(b) All walkways, sidewalks, lighting and all other improvements and facilities installed in the Waterfront Access Areas shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

(c) Graffiti shall be regularly painted over or removed, as appropriate to the nature of the surface within 48 hours of its appearance.

(d) Drains, sewers and catch basins shall be cleaned regularly to prevent clogging.

(e) Branches and trees damaged or felled by excessive winds, ice, vandalism, or by any other reason whatsoever, shall be promptly removed.

3.4. Snow Removal. Snow and ice shall be promptly removed from all walkways so as not to interfere with safe passage and from all other paved surfaces no more than 24 hours after each snowfall or accumulation of ice.

3.5. Landscape Maintenance. The maintenance program for the planted portions of the Waterfront Access Areas shall consist of a "Spring Start-up Period" program, a "Season Closing Period" program, and a continuing maintenance program through the "Growing Season."

3.6. Spring Start-up Period: The Spring Start-up Period shall commence on March 1st and terminate not later than the end of the second week of April of each calendar year. The following work shall be undertaken and carried out annually during the Spring Start-up Period:

(a) Remove any winter protectives from trees, shrubs and other planting materials.

(b) Remove all landscaping debris including leaves and dead branches.

(c) Prune and trim trees that have overextended, dead or otherwise unsightly branches to maintain natural form.

(d) Remove or destroy any weeds growing between paving blocks, pavement, cobbled and concrete areas.

(e) Apply commercially available nitrogen rich fertilizer to trees, shrubs, planting materials and other lawn areas as appropriate.

(f) Remove any sand deposited as a result of winter sandings.

(g) Replace any plant material or trees that are dead, diseased and/or otherwise unhealthy with healthy specimens of substantially equal type and reasonable size.

(h) Reseed grassed areas as needed.

3.7. Season Closing Period: The Season Closing Period shall begin on October 1st and shall terminate not later than November 1st of each calendar year. The following work shall be undertaken and carried out during the Season Closing Period:

(a) Rake and collect leaves from Waterfront Access Areas.

(b) Wrap trees, shrubs and other plant materials as necessary to ensure adequate winter protection.

(c) Apply commercially available nitrogen rich fertilizer to all lawn areas.

(d) Reseed grassed areas as needed.

3.8. Growing Season: The Growing Season shall commence with the commencement of the Spring Start-up Period and shall terminate at the end of the Season Closing Period. The following work shall be undertaken and carried out during the Growing Season:

(a) Inspect trees on a regular basis and spray when necessary.

(b) Water all trees, shrubs, plantings and grass areas as necessary to maintain in a healthy condition. In extended periods of drought (i.e., little precipitation/high temperatures for more than one week) ground cover, trees, shrubs and other plantings shall be thoroughly watered. subject to any City or State regulations governing water usage.

(c) Mow grassed areas on a bi-weekly basis. During periods of excessive growth, mowing shall occur on a weekly basis. Reseed grassed areas as needed.

(d) Weed as needed, no less than on a bi-weekly basis.

3.9. Repairs and Replacement. Non-capital replacements and repairs of park facilities within the Waterfront Access Areas, including, without limitation, furnishings, equipment and light bulbs, shall occur as needed to maintain such facilities in good order and working condition. Parks shall exercise due diligence in commencing the repair or replacement of same as promptly as possible and completing the same within a reasonably expeditious time after commencement. Repairs shall include, but not be limited to, the following, as applicable to the facilities in the Waterfront Access Areas:

(a) Benches, Bleachers or Other Seating: Maintenance, including replacement of any broken or missing slats and painting, as necessary.

(b) Walls, Barriers and/or Fencing: Any broken or materially cracked walls, barriers and/or fencing shall be repaired or removed and replaced. To the extent feasible, replacement materials and designs shall match the materials and designs of existing walls, barriers and/or fencing.

(c) Pavements: All paved surfaces shall be maintained so as to be safe and attractive. To the extent feasible, re-placement materials shall match existing materials.

(d) Signage: All park graphics shall be maintained in a first class condition and all vandalized or damaged signage shall be promptly cleaned or replaced with new signage to match other installed signs.

(e) Painting: All items with painted surfaces shall be painted on an "as needed" basis. Surfaces shall be scraped free of rust or other extraneous matter and painted to match the installed color.

3.10. Plant Materials and Trees: Plant materials and trees that are dead, diseased and/or otherwise unhealthy shall be replaced with healthy specimens of substantially equal type and reasonable size. Branches from mature trees that are at eye level (six feet or less from the ground) in an active area shall be pruned.

3.11. Park Repairs: Small, non-capital repairs to benches, walls, fencing, gates, paved surfaces, walkways and other structures and features of the Waterfront Access Areas shall be performed as needed to maintain the facilities in good and working condition. Parks will report to Kent on any park repairs that can not be completed within 48 hours and will provide a timeframe for completion for these repairs.

3.12 Capital Repairs: Parks shall be fully responsible for capital repairs. All capital repairs shall be performed in accordance with the Final Plans and Specifications unless Parks reasonably determines that such compliance is not feasible or economic in which event Parks shall use, to the extent feasible, replacement materials which are consistent with the quality and design set forth in the Final Plans and Specifications.

3.12. Illumination: During the period in which the Waterfront Access Areas are opened, all pedestrian walkways and paths shall be adequately illuminated from one half hour before sunset to one half hour after sunrise.

3.13. Signs: Parks will post and maintain all standard park signs.

3.14. Security: Parks shall provide security using its Park Enforcement Patrol (PEP) personnel on a 24 hour, seven days a week basis and acknowledges that the Annual WAA Maintenance Payment includes funding for such security.

3.15. General Maintenance Services: Parks will perform all other services required to maintain

the Waterfront Access Areas to a high standard of service and cleanliness. Parks staff assigned to the Waterfront Access Areas will be available 24 hours a day through Parks Central Communications.

3.16. Performance Monitoring and Inspection: The Waterfront Access Areas will be included in the Parks Inspection Program, and random inspections will be conducted by Parks inspection staff. These inspections will be based on the guidelines contained in the Park Inspection Manual. Parks will provide the results of all inspections to Kent.

4. VEHICLES AND EQUIPMENT

Parks will provide needed vehicles. equipment and supplies to perform the agreed services

5. MAINTENANCE SECURITY

Simultaneously with the execution of this Agreement, Kent shall post security in the form of a maintenance bond or irrevocable letter of credit (such maintenance bond or letter of credit shall be in such form as shall be reasonably acceptable to the City) naming the City as beneficiary in an amount equal to four (4) months of the Annual WAA Maintenance Payment (such security, the "**WAA Maintenance Security**"). Upon completion of the Waterfront Access Areas, the WAA Maintenance Security shall be replaced every five years with a new security in an amount that is equal to one third of the Annual WAA Maintenance Payment for such year. If Kent fails to make the Annual WAA Maintenance Payment by June 30th of each year and such default is not cured within 15 days after receipt by Kent of written notice of such failure, then the City shall have the right to draw upon the WAA Maintenance Security. If the City has drawn down on the WAA Maintenance Security pursuant to this Section, Kent shall, within sixty (60) days of such action by the City, deposit with Parks an amount equal to the required amount of the WAA Maintenance Security.

6. SUBCONTRACTING

Parks will notify Kent of any sub-contracts it plans to utilize for the performance of its obligations. in whole or in part, under this Agreement.

7. MAINTENANCE EASEMENT

Pursuant to the Declaration, Kent has granted the City, acting through Parks, a Maintenance Easement through the Upland Connection and/or the Temporary Upland Connection for the purpose of maintaining, repairing and reconstructing the Waterfront Access Areas. Pursuant to the Maintenance Easement, the City and its respective employees, contractors, subcontractors and agents shall have the right to enter upon, in or through any portion of the Upland Connection or Temporary Upland Connection at any time to perform such maintenance, repair and reconstruction without prior notice to Kent; provided, however, that with respect to any work which involves the use of heavy construction equipment such as bulldozers, front end loaders and other similar construction equipment, the City shall provide Kent with at least five (5) calendar days prior written notice of such work and further provided that such work shall only take place between the hours of 8 a.m. and 5 p.m., Monday through Fridays (excluding holidays). Notwithstanding the foregoing, in the event of an emergency to repair any dangerous

or unsafe condition, the City shall not be required to provide any notice and may use such heavy construction equipment as it shall deem necessary to make such repair.

8. NOTICES AND REPORTING

All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent as follows:

If to Kent: Kent Avenue Property 1-A LLC, et al
c/o L & M Equity Participants, Ltd.
1865 Palmer Avenue, Suite 203
Larchmont, New York 10583
Attn: Ronald Moelis

If to Parks:
New York City Department of Parks & Recreation
The Arsenal, Central Park
830 Fifth Avenue
New York, NY 10021
Attn: Office of the General Counsel

Either party may at any time change its address or add additional parties to receive a notice by mailing a notice to the other party. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, overnight courier or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

9. MISCELLANEOUS

9.1. Amendments. This Agreement may not be modified or amended except by a written instrument executed by Kent and Parks after consultation with the Chair.

9.2. Cancellation. This Agreement may not be canceled except by written instrument executed by Kent and Parks.

9.3. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of New York. All actions arising under or relating to this Agreement shall be brought exclusively in the appropriate court in the County of New York. State of New York. Each of the parties hereto agree to submit to personal jurisdiction and to waive any objection as to venue in the County of New York, State of New York.

9.4. Reliance by Third Parties. No person or entity other than Kent, the City, the Parks or a legal representative, successor in interest or assignee of such party shall be entitled to rely on this Agreement or the performance of Kent or the City hereunder. This Agreement is not made for the benefit of any other person or entity and no such other per-son or entity shall be entitled to enforce, or assert any claim arising out of or in connection with this Agreement.

9.5. Indemnity. Commencing on each Transfer Date, the City shall indemnify, defend and hold harmless Declarant, its officers, partners, agents, employees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, suits, causes of action, losses, damages, costs and expenses (collectively, "**Claims**") arising, after the Transfer Date, out of the City's maintenance or failure to maintain the Waterfront Access Areas which have been conveyed to the City; provided that the Claims are not the result of the negligence of the Indemnified Parties or of Declarant's or other Indemnified Party's failure to construct the Waterfront Access Areas in accordance with the Final Plans and Specifications. The duty of the City to indemnify, defend and hold harmless hereunder shall be conditioned upon (a) delivery to the New York City Law Department, attention: Chief, Torts Division, by the Declarant or other Indemnified Party, of the original or a copy of any summons, complaint, process, letter, notice, demand or pleading within ten (10) days after the Declarant or other Indemnified Party receives such document, and (b) the cooperation of Declarant or other Indemnified Party in the defense of such action or proceeding and in the defense of any action or proceeding against the City based upon the same alleged act or omission and in the prosecution of any appeal. Such delivery shall be deemed a request by the Declarant or other Indemnified Party that the City provide for its defense pursuant to this Declaration, provided that the delivery is accompanied by a statement that specifies that defense and indemnification is being requested pursuant to this Declaration. If the Declarant or other Indemnified Party fails to or refuses to cooperate in the formation or presentation of its defense, then the Corporation Counsel may request the court's permission to withdraw its representation ten (10) days after giving written notice to Declarant or other Indemnified Party of its intent to discontinue such representation and, in any such event, the City's obligation to indemnify and hold harmless the Declarant or other Indemnified Party shall cease and be of no further force and effect. Declarant or other Indemnified Party, at its own expense, may engage its own attorney to assist in its defense, provided that the City shall control the defense.

9.6. Right to Sue.

(a) Nothing contained herein shall prevent Kent from asserting any claim or action against the City arising out of the City's performance, or failure of performance as to any of the City's obligations under this Agreement or the exercise, by the City, of any of its rights under this Agreement. Notwithstanding the foregoing, Kent shall have no right to assert any claim or action against the City under this Agreement during the pendency of any action brought by the City to enforce its rights under the Maintenance Easement.

(b) The obligation of Kent to make the Annual WAA Maintenance Payment is absolute and unconditional and nothing contained herein, including, without limitation, any claim which Kent may assert against the City, shall entitle Kent to a right of set-off against its obligation to make the Annual WAA Maintenance Payment.

(c) If Parks believes that Kent is interfering on a continuing basis with the City's rights under the Maintenance Easement, then, in addition to any other remedies as may be available to it at law or equity and as are provided in this Agreement or in the Declaration, the City may seek a mandatory injunction to enforce its rights under the Maintenance Easement.

(d) Nothing contained herein shall prevent the City from asserting any claim or action against Kent arising out of Kent's obligations under this Agreement, or the exercise, by Kent of any of its rights under this Agreement.

(e) In the event any claim is made or any action brought in any way relating to the Agreement herein (except any claim made or action brought by Kent, or any claim or any action brought by the City or any of its agencies or instrumentalities against Kent) Kent shall diligently render to Parks and/or the City of New York without compensation any and all assistance which Parks and/or the City of New York may require of Kent.

(f) Kent shall report to Parks and the Department of Law in writing within ten (10) business days of the initiation by or against Kent of any legal action or proceeding in connection with or relating to this Agreement.

(g) In the event that any provision of this Agreement shall be deemed, decreed, adjudged or determined to be invalid or unlawful by any court of competent jurisdiction after all appeals are exhausted or the time for appeal has expired, such provisions shall be severable and the remainder of the Agreement shall continue to be in full force and effect.

(h) If Kent is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Agreement and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Kent shall indemnify and hold harmless the City, Parks and DCP from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of Kent's obligations under this Agreement. If any judgment is obtained against Kent from a court of competent jurisdiction in connection with this Agreement and such judgment is upheld on final appeal or the time for further review of such judgment or appeal by other proceeding has lapsed, Kent shall indemnify and hold harmless the City, Parks and DCP from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of said judgment.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NEW YORK CITY DEPARTMENT OF PARKS & RECREATION

By:_____
Name:
Title:

KENT AVENUE PROPERTY 1-A LLC

By: FM KENT PROPERTY HOLDINGS LLC, its sole member

By:_____
Name:
Title:

KENT AVENUE PROPERTY 1-B LLC

By: TMF KENT PARTNERS LLC, its sole member

By:_____
Name:
Title:

By:_____
Name:
Title:

KENT AVENUE PROPERTY 2 LLC

By: TMF KENT PARTNERS LLC, its sole member

By:_____
Name:
Title:

By:_____
Name:
Title:

KENT AVENUE PROPERTY 3 LLC

By:_____
Name:
Title:

KENT AVENUE GARAGE 1 LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

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

On the ____ day of _____, 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____, 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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COUNTY OF _____)

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Notary Public

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) ss.:
COUNTY OF _____)

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Notary Public

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

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_____
Notary Public

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

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Notary Public

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

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Notary Public

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

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_____
Notary Public

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

The subject tract of land, formerly known as Tax Lot Number 1 in Block 2340 on the Tax Map of the City of New York, Kings County is now known as Tax Lot Numbers 1, 2, 3, 4, 5, 6, 7, and 8 more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Kent Avenue with the southerly side of North 5th Street;

THENCE westerly along the southerly side of North 5th Street, 496 feet to the Bulkhead Line established by the Harbor Commissioners in 1857;

THENCE northerly along said bulkhead line, 30 feet 5 ½ inches to the center line of North 5th Street:

THENCE westerly along a line in continuation of the center line of North 5th Street, 415 feet 8-⅜ inches to the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE southerly along said pierhead line, 380 feet 6-¾ inches to the northwesterly corner of land conveyed by Havemeyers & Elder, Inc. to John T. McCormick by said deed dated May 12, 1947, recorded May 14, 1947 in Liber 7125 Cp 361, which corner is distant 143 feet 6-⅝ inches northerly from North 3rd Street prolonged as measured along said pierhead line;

THENCE easterly along said last mentioned land, and on a line forming an interior angle of 102 degrees 00 minutes 09 seconds with the previous course 323 feet 8-⅞ inches to an angle point;

THENCE continuing easterly along a line forming an interior angle of 191 degrees 27 minutes 13 seconds with the previous course, 46 feet 1-⅝ inches (deed), 45 feet 6-¾ inches (calculated);

THENCE northerly and along the last mentioned land and along a line forming an interior angle of 75 degrees 34 minutes 05 seconds with the previous course, 28 feet 7-¼ inches;

THENCE easterly along a line forming an exterior angle of 97 degrees 21 minutes 43 seconds with the previous course, 103 feet 5-¼ inches to an angle point on a line at right angles to Kent Avenue:

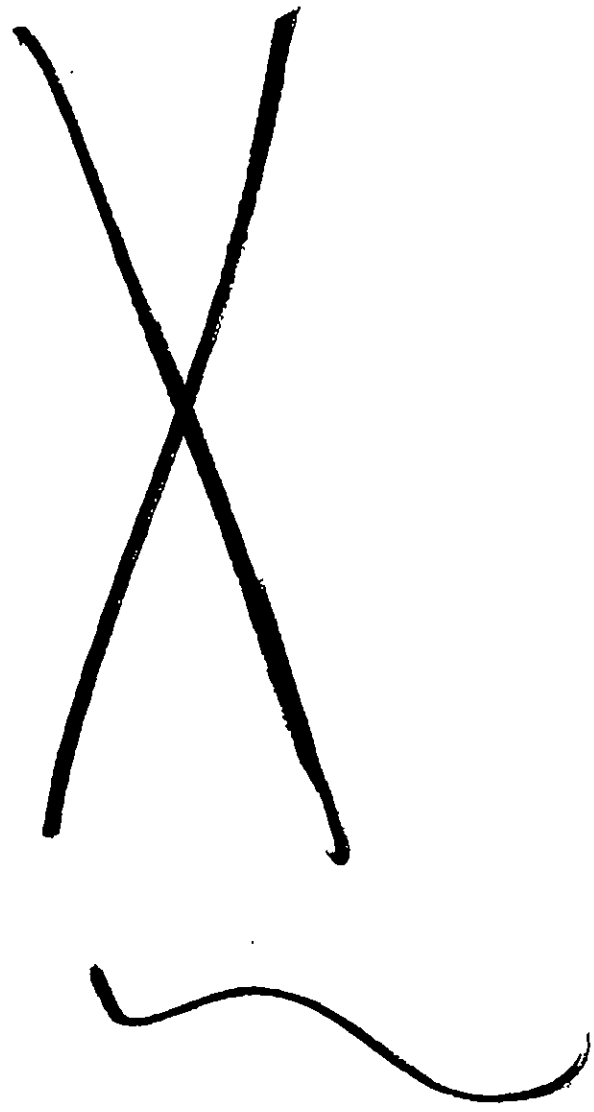
THENCE easterly and at right angles to Kent Avenue, 368 feet 9-⅞ inches to the westerly side of Kent Avenue;

THENCE northerly along the westerly side of Kent Avenue, 303 feet 7-⅛ inches to the corner at the point or place of BEGINNING.

Said premises being known as 164 Kent Avenue, Brooklyn, NY

EXHIBIT E

FORM OF UPLAND CONNECTION MAINTENANCE AGREEMENT



UPLAND CONNECTION MAINTENANCE AGREEMENT, made as of , 200 by and between KENT AVENUE PROPERTY 1-A LLC, KENT AVENUE PROPERTY 1-B LLC, KENT AVENUE PROPERTY 2 LLC, KENT AVENUE PROPERTY 3 LLC and KENT GARAGE 1 LLC, each having an address c/o L & M Equity Participants, Ltd., 1865 Palmer Avenue, Suite 203, Larchmont, New York 10583 (collectively, "Kent") and THE CITY OF NEW YORK ("City"), acting by and through the New York City Department of Parks & Recreation, having an address at The Arsenal, Central Park, 830 Fifth Avenue, New York, New York 10021 ("Parks").

W I T N E S S E T H:

WHEREAS, Kent is the owner of certain real property located in the Borough of Brooklyn, Kings County, City and State of New York, which property is designated as Block 2340, Lots 1-8 on the tax map of the City of New York (the "**Subject Property**"), as more particularly described in Exhibit A annexed hereto; and

WHEREAS, the Subject Property is located within a waterfront block, as that term is defined in Section 62-11 of the Zoning Resolution of the City of New York (the "Zoning Resolution") and is subject to the regulations of Article VI, Chapter 2 of the Zoning Resolution; and

WHEREAS, Kent intends to develop the Subject Property by constructing four (4) predominantly residential buildings (the "**Proposed Development**"); and

WHEREAS, Kent has submitted application Nos. N060378ZCK & N060439ZCK (the "**Application**") to the Department of City Planning requesting that the Chair certify that the drawings (the "**Drawings**") submitted with the Application comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution; and

WHEREAS, in connection with the approval by the Chair of the City Planning Commission of the Application, Kent has executed, delivered and recorded a restrictive Declaration dated April 19, 2006 governing the development of the Subject Property (the "**Declaration**"); and

WHEREAS, Kent intends to construct a Shore Public Walkway and Pier (the Shore Public Walkway and Pier, collectively, the "**Waterfront Access Areas**"); and

WHEREAS, Kent also intends to construct the Upland Connection and the Temporary Upland Connection (collectively referred to herein as the "**Open Space Improvements**"); and

WHEREAS, pursuant to the terms of the Declaration, upon completion of any Phase which includes an Upland Connection, Kent will convey to the City a permanent access easement for the use and enjoyment of the Upland Connection by the public; and

WHEREAS, pursuant to the terms of the Declaration, upon completion of any Phase which includes the Temporary Upland Connection, Kent will convey to the City a temporary access easement for use and enjoyment of the Temporary Upland Connection by the public; and

WHEREAS, pursuant to the terms of the Declaration, Kent has agreed to maintain and operate the Open Space Improvements and to execute this Upland Connection Maintenance Agreement; and

WHEREAS, Kent and the City wish to provide for their respective rights and obligations in connection with the maintenance and operation of the Open Space Improvements.

NOW, THEREFORE, in consideration of the foregoing, Kent and the City agree as follows:

1. DEFINITIONS

Any word which is defined in the Declaration shall have the meaning set forth therein.

a. "**Budget**" shall have the meaning set forth in Section 2.01(b) of this Agreement.

b. "**Commissioner**" shall mean the Commissioner of Parks & Recreation or any successor to the jurisdiction thereof.

c. "**DCP**" shall mean the New York City Department of City Planning or any successor to its jurisdiction.

d. "**Force Majeure**" shall include, but not be limited to, (i) governmental restrictions, regulations or controls; (ii) enemy or hostile government action; civil commotion, insurrection, revolution, terrorism or sabotage; (iii) fire or other casualty; (iv) inclement weather substantially delaying construction of any relevant portion of the Subject Property; (v) failure or inability of a public utility to provide power, heat or light or any other utility service; (vi) strikes, lockouts or labor disputes; (vii) inability to obtain labor or materials or reasonable substitutes therefor (unless due to any act or omission of Kent); (viii) acts of God; (ix) a taking of the whole or a portion of the Subject Property by condemnation or eminent domain; (x) denial to Kent by any party of a right of access to any adjoining real property which right is vested in Kent by contract or pursuant to applicable law, if such access is required to accomplish the obligations of Kent pursuant to this Agreement; (xi) any undue material delay in the issuance of approvals by any department or agency of the City, the State of New York or the United States that is not caused by any act or omission of Kent; (xii) underground or soil conditions that were not and could not reasonably have been foreseen by Kent prior to their discovery or occurrence; (xiii) the pendency of any litigation relating to the Applications or to the underlying sections of the Zoning Resolution or (xiv) any other condition similar to the foregoing which are beyond Kent's control.

e. "**Open Space Improvements**" shall have the meaning set forth in the recitals to this Agreement.

f. "**Parks**" shall mean the New York City Department of Parks and Recreation or any successor to its jurisdiction.

g. "**Promenade Activities**" shall have the meaning set forth in Section 4.02 of this Agreement.

II. MANAGEMENT

2.01.

a. Kent shall provide or cause to be provided all services required for the maintenance and repair of the Open Space Improvements to the reasonable satisfaction of the Commissioner. Such services shall include keeping and maintaining the Open Space Improvements in good condition and making replacements, if needed, in accordance with the terms of this Agreement.

b. On an annual basis, Kent shall deliver to the Commissioner (i) a statement setting forth the costs and expenses of maintenance and operation of, and describing the maintenance work performed in respect of, the Open Space Improvements during the immediately preceding calendar year (or if Kent utilizes a fiscal year which does not correspond to a calendar year, the immediately preceding fiscal year) and (ii) a proposed budget for the current calendar or fiscal year, as the case may be (the "**Budget**"). Kent shall not be required to prepare more than one Budget in each year.

c. Within thirty (30) calendar days of receipt by the Commissioner of the Budget, the Commissioner shall approve or disapprove said Budget, using his or her reasonable judgment. If the Commissioner disapproves such Budget, the Commissioner shall state the reasons in writing. Kent shall thereafter submit a revised Budget and the Commissioner, exercising reasonable judgment, shall within thirty (30) calendar days of receipt of such submittal approve or disapprove the revised Budget. In the event of a further disapproval, Kent shall submit further revised budget(s) and the Commissioner shall approve or disapprove same, in the manner set forth herein.

III. MAINTENANCE AND REPAIR

3.01. In General. Kent shall be responsible for the ordinary maintenance and repair of the Open Space Improvements in accordance with the standards set forth in this Article III and consistent with an "acceptable" rating under the Parks Inspection Program. All such maintenance shall be performed in a good and worker-like manner.

3.02. Cleaning.

a. Dirt, litter and obstructions shall be removed as needed and leaves collected and removed as needed to maintain the Open Space Improvements in clean, neat and good condition.

b. All walkways, sidewalks, lighting and all other improvements and facilities installed in the Open Space Improvements shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

c. Graffiti shall be regularly painted over or removed, as appropriate to the nature of the surface within 48 hours of its appearance.

d. Drains, sewers and catch basins shall be cleaned regularly to prevent clogging.

e. Branches and trees damaged or felled by excessive winds, ice, vandalism, or by any other reason whatsoever, shall be promptly removed.

3.03. Snow Removal. Snow and ice shall be promptly removed from all walkways so as not to interfere with safe passage and from all other paved surfaces no more than 24 hours after each snowfall or accumulation of ice.

3.04. Landscape Maintenance. In addition to the obligations set forth in Section 3.02 hereof, the maintenance program for the planted portions of the Open Space Improvements shall consist of a "Spring Start-up Period" program, a "Season Closing Period" program, and a continuing maintenance program through the "Growing Season."

a. Spring Start-up Period: The Spring Start-up Period shall commence on March 1st and terminate not later than the end of the second week of April of each calendar year. The following work shall be undertaken and carried out annually during the Spring Start-up Period:

(i) Remove any winter protectives from trees, shrubs and other planting materials.

(ii) Remove all landscaping debris including leaves and dead branches.

(iii) Prune and trim trees that have overextended, dead or otherwise unsightly branches to maintain natural form.

(iv) Remove or destroy any weeds growing between paving blocks, pavement, cobbled and concrete areas.

(v) Apply commercially available nitrogen rich fertilizer to trees, shrubs, planting materials and other lawn areas as appropriate.

(vi) Remove any sand deposited as a result of winter sandings.

(vii) Replace any plant material or trees that are dead, diseased and/or otherwise unhealthy with healthy specimens of substantially equal type and reasonable size.

(viii) Reseed grassed areas as needed.

b. Season Closing Period: The Season Closing Period shall begin on October 1st and shall terminate not later than November 1st of each calendar year. The following work shall be undertaken and carried out during the Season Closing Period:

(i) Rake and collect leaves from Open Space Improvements.

(ii) Wrap trees, shrubs and other plant materials as necessary to ensure adequate winter protection.

(iii) Apply commercially available nitrogen rich fertilizer to all lawn areas.

(iv) Reseed grassed areas as needed.

c. Growing Season: The Growing Season shall commence with the commencement of the Spring Start-up Period and shall terminate at the end of the Season Closing Period. The following work shall be undertaken and carried out during the Growing Season:

(i) Inspect trees on a regular basis and spray when necessary.

(ii) Water all trees, shrubs, plantings and grass areas as necessary to maintain in a healthy condition. In extended periods of drought (i.e., little precipitation/high temperatures for more than one week) ground cover, trees, shrubs and other plantings shall be thoroughly watered, subject to any City or State regulations governing water usage.

(iii) Mow grassed areas on a bi-weekly basis. During periods of excessive growth, mowing shall occur on a weekly basis. Reseed grassed areas as needed.

(iv) Weed as needed, no less than on a bi-weekly basis.

3.05. Repairs and Replacement. Repairs and replacements of park facilities within the Open Space Improvements, including, without limitation, furnishings, equipment and light bulbs, shall occur as needed to maintain such facilities in good order and working condition. Kent shall exercise due diligence in commencing the repair or replacement of same as promptly as possible and subject to the notice requirements of Section 5.03 hereof and completing the same within a reasonably expeditious time after commencement. All repairs and replacements shall be performed in accordance with the Final Plans and Specifications. Repairs shall include, but not be limited to, the following, as applicable to the facilities in the Open Space Improvements:

a. Benches, Bleachers or Other Seating: Maintenance, including replacement of any broken or missing slats and painting, as necessary.

b. Walls, Barriers and/or Fencing: Any broken or materially cracked walls, barriers and/or fencing shall be repaired or removed and replaced. To the extent feasible, replacement materials and designs shall match the materials and designs of existing walls, barriers and/or fencing.

c. Pavements: All paved surfaces shall be maintained so as to be safe and attractive. To the extent feasible, replacement materials shall match existing materials.

d. Signage: All park graphics shall be maintained in a first class condition and all vandalized or damaged signage shall be promptly cleaned or replaced with new signage

to match other installed signs. Such replacement signage shall be subject to the prior review and approval of Parks.

e. Painting: All items with painted surfaces shall be painted on an "as needed" basis. Surfaces shall be scraped free of rust or other extraneous matter and painted to match the installed color.

f. Plant Materials and Trees: Plant materials and trees that are dead, diseased and/or otherwise unhealthy shall be replaced with healthy specimens of substantially equal type and reasonable size. In the event of the loss of more than ten (10) trees or of all trees of any species, Kent shall consult with Parks and provide appropriate replacements for such trees as determined by the Commissioner exercising reasonable judgment. Branches from mature trees that are at eye level (six feet or less from the ground) in an active area shall be pruned.

g. Construction Defects & Hazardous Conditions: Kent shall periodically inspect the Open Space Improvements for construction defects and hazardous conditions and shall provide copies of inspection reports to Parks, together with a schedule for the prompt repair and remediation of any construction defects or hazardous conditions identified therein, as well as a description of any safety measures required on an interim basis to protect public safety.

3.06. Upland Connection Maintenance Security.

a. To secure its obligation to maintain the Open Space Improvements, prior to issuance of a TCO for each Phase, Kent shall deliver the Upland Connection Maintenance Security. The Upland Connection Maintenance Security shall be for a five year term and shall be renewed prior to the expiration thereof. If such Upland Connection Maintenance Security is not renewed at least thirty (30) calendar days prior to the expiration date of such Upland Connection Maintenance Security, the City shall be entitled to draw down on the Upland Connection Maintenance Security for the purpose of maintaining the Open Space Improvements in accordance with this Agreement. Kent shall promptly replenish any sums drawn down so that the available Upland Connection Maintenance Security remains at the amount set by the Commissioner.

b. The Upland Connection Maintenance Security shall be replaced every five years with a new maintenance bond or irrevocable letter of credit (such maintenance bond or letter of credit shall be in such form as shall be reasonably acceptable to the City) in an amount that has been certified by a registered architect or landscape architect as being sufficient to cover 125% of the then current annual cost of maintaining the Open Space Improvements which have been Substantially Completed or Finally Completed. At least ninety (90) calendar days prior to the submission of the replacement Upland Connection Maintenance Security, Kent shall notify the Commissioner as to the proposed amounts of such replacement Upland Connection Maintenance Security. Within fifteen (15) business days of its receipt of such notification, the Commissioner shall approve or disapprove said amount, using his or her reasonable judgment. If it disapproves said amount, it shall state its reasons in writing. Kent shall then submit a revised amount and the Commissioner, exercising reasonable judgment, shall within 15 business days of receipt of such submittal approve or disapprove the revised amount. In the event of a further

disapproval, Kent shall submit further revised budget(s) and the Commissioner shall approve or disapprove same, in the manner set forth herein.

c. Upon completion of the Upland Connection and delivery of the Maintenance Security relating to Phase 3, any Upland Connection Maintenance Security relating to the Temporary Upland Connection shall be returned to Kent together with a letter from the City authorizing the cancellation of such Upland Connection Maintenance Security.

IV. OPERATION AND ACCESS

4.01. Hours of Operation.

a. The hours of operation of the Open Space Improvements shall be determined by Parks. Notwithstanding the foregoing, Parks has advised Kent that the Open Space Improvements shall be open and accessible to the public no earlier than 6 a.m. and no later than midnight. Parks agrees that if it wishes to change these hours, it shall consult with Kent prior to implementing any change and further agrees that the hours of operation for the Open Space Improvements shall be identical to the hours of operation for the Waterfront Access Areas and shall also be consistent with the hours of operation for other waterfront parks owned and managed by Parks.

b. Notwithstanding the provisions of this Agreement or the Declaration, Parks and Kent, may by written agreement temporarily vary such hours for all or a portion of the Open Space Improvements.

c. Kent shall have the right to close to the public the Open Space Improvements for one day in each calendar year (excluding holidays or weekends) to preserve its ownership interest in the Open Space Improvements, provided that Kent may not use or allow the use of the Open Space Improvements for a private function during such closing.

4.02. General Use of the Open Space Improvements.

a. The Open Space Improvements may be used by all members of the public for activities appropriate to upland connections of similar design and size in New York City ("**Promenade Activities**") including, but not limited to, the Promenade Activities listed in Section 4.02(b). With respect to any activities carried on in all or any part of the Open Space Improvements, no member of the public shall use the Open Space Improvements for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health or safety of any person, or disturbs or causes injury to plant or animal life, or causes damage to the property or any person,

b. For purposes of this Agreement, "Promenade Activities" shall include, but not be limited to, the following:

(i) walking or standing;

(ii) walking domestic animals (provided such animals are leashed and properly curbed);

(iii) jogging;

(iv) sitting on benches and seating areas provided in the Open Space Improvements;

(v) use of public facilities provided in the Open Space Improvements for their intended purposes;

c. For purposes of this Agreement, the term "Special Event" shall mean an organized assembly, meeting, exhibit, program, public performance or other public function or activity to which the public is invited which is either organized and held by the Parks Department or permitted by Parks through its permitting process as in effect from time to time or by Kent for the SOS pursuant to rules and regulations developed pursuant to Section 4.05.

d. Parks shall have the right to organize and hold or permit Special Events, subject to the approval of Kent, in the Open Space Improvements. Parks shall give written notice to Kent of any proposed Special Event no later than thirty (30) business days prior to the date of such event. Unless Kent notifies Parks in writing no later than ten (10) business days after receipt of such notice, Parks shall be allowed to hold such Special Event. Parks shall require the organizer(s) of any Special Event to post such security as Kent shall require for the purpose of insuring the security, clean-up and repair of the Open Space Improvements necessitated by said activities. Notwithstanding the provisions of the immediately preceding sentence, in the event that clean-up and repair is not undertaken by such organizers or the issuers of such security following any such Special Event, Parks shall promptly undertake, at its sole cost, such additional clean-up and repair as is necessitated by such special Event.

e. Kent shall have the right to organize and hold or permit Special Events, subject to the approval of Parks, in the Open Space Improvements. Kent shall give written notice to Parks of any proposed Special Event no later than thirty (30) business days prior to the date of such event. Unless Parks notifies Kent in writing no later than ten (10) business days after receipt of such notice, Kent shall be allowed to hold such Special Event. Kent shall require the organizer(s) of any Special Event to post reasonable security for the purpose of insuring the security, clean-up and repair of the Open Space Improvements necessitated by said activities. Notwithstanding the provisions of the immediately preceding sentence, in the event that clean-up and repair is not undertaken by such organizers or the issuers of such security following any such Special Event, Kent shall undertake such additional clean-up and repair as is necessitated by such special Event.

4.03. Closure for Repairs.

a. Kent may close all or a portion of the Open Space Improvements (i) for the repair, restoration, rehabilitation, renovation or replacement of pipes, utility lines or conduits or the equipment on or under the Upland Connection or the Temporary Upland Connection or (ii) in the event of an emergency or hazardous condition; provided that Kent will close or permit to be closed only those portions of such areas which must or should reasonably be closed to effect the repairs or remediation; will, wherever possible, perform such work in such a manner that the public will continue to have at least partial access to the Open Space Improvements and

will exercise due diligence in the performance of such repairs or mitigation so that it is completed expeditiously and the temporarily closed areas are re-opened to the public promptly. Except in cases of emergency, Kent shall provide seven (7) days advance notice to the public of any temporary closure of the Upland Connection or Temporary Upland Connection (or any portion thereof) by posting signs at appropriate locations. In cases of emergency, Kent shall provide such public notice as soon as practicable and shall promptly, but in no event more than two (2) business days after such closure, give notice to Parks that such portion has been closed, which notice shall describe the nature of the emergency or hazardous condition causing the closure, the portion to be closed and the anticipated duration thereof. Kent shall, at its sole cost and expense, promptly repair and restore the Upland Connection or the Temporary Upland Connection in accordance with the Final Plans and Specifications upon completion of any work performed under this Section.

4.04. Staffing. Upon any portion of the Open Space Improvements being open and accessible to the public, Kent shall have the discretion to employ, appoint, select, contract with or otherwise hire the services of an appropriate number of qualified attendants, gardeners, groundskeepers, laborers, supervisors and similar personnel to maintain and operate such area in accordance with the terms of this Agreement. Kent shall at all times have the sole and exclusive right and power to select, appoint, employ, direct, supervise, control, remove, discipline and discharge all persons it employs for the purpose of carrying out its obligations under this Agreement.

4.05. Rules and Regulations.

a. Kent shall have the right, but not the obligation, to establish pursuant to Section 4.05(b) rules and regulations governing public use of, and behavior in, the Open Space Improvements, which rules and regulations shall not conflict with Parks rules and regulations (56 RCNY §1-01 et. seq.). In addition, Kent may from time to time modify such rules and regulations, with the consent of the Parks Department, as provided for in Section 4.05(b). Kent shall operate the Open Space Improvements in conformity with the rules and regulations of the Parks Department unless and until it promulgates rules and regulations of its own for use of the Open Space Improvements.

b. Prior to instituting any rule or regulation or modifying any existing rule or regulation, Kent shall submit a copy of such rule or regulation or such proposed modification to Parks for approval.

c. If Parks fails to object to a proposed rule, regulation or modification of an existing rule or regulation within thirty (30) business days of the submission of such rule, regulation or modification, Parks shall be deemed to have approved such rule, regulation or modification and the same shall, in the discretion of Kent, take effect. Notwithstanding the foregoing, if Parks subsequently objects to any such rule, regulation or modification of an existing rule, it shall be immediately rescinded. Any such rule, regulation or modification of an existing rule shall be posted in the Open Space Improvements in accordance with section 4.07 hereof.

4.06. Illumination. During the period in which the Open Space Improvements are opened, all pedestrian walkways and paths shall be illuminated from one half hour before sunset to one half hour after sunrise and shall be provided in accordance with the requirements set forth in Section 62-673 of the Zoning Resolution.

4.07. Signage. Upon any segment of the Open Space Improvements being open and fully accessible to the public as provided hereinabove, appropriate signage, indicating hours open to the public, accessibility to individuals with disability, the identity of Kent and the entity responsible for maintenance shall be provided in accordance with Section 62-674 of the Zoning Resolution and as shown on the Drawings. Any signage not shown on the Drawings shall be approved in writing by Parks prior to installation of signage. Such signage shall be maintained and replaced as needed in accordance with the provisions of Section 3.05(d) of this Agreement.

V. ENFORCEMENT

5.01. Right of Access. Pursuant to the Declaration, Kent has granted the City, acting through Parks, a Maintenance Easement through the Upland Connection and/or the Temporary Upland Connection for the purpose of maintaining, repairing and reconstructing the Waterfront Access Areas. Pursuant to the Maintenance Easement, the City and its respective employees, contractors, subcontractors and agents shall have the right to enter upon, in or through any portion of the Upland Connection or Temporary Upland Connection at any time to perform such maintenance, repair and reconstruction without prior notice to Kent; provided, however, that with respect to any work which involves the use of heavy construction equipment such as bulldozers, front end loaders and other similar construction equipment, the City shall provide Kent with at least five (5) calendar days prior written notice of such work and further provided that such work shall only take place between the hours of 8 a.m. and 5 p.m., Monday through Fridays (excluding holidays). Notwithstanding the foregoing, in the event of an emergency to repair any dangerous or unsafe condition, the City shall not be required to provide any notice and may use such heavy construction equipment as it shall deem necessary to make such repair.

5.02. Default.

a. If Kent fails to perform any of its obligations under this Agreement, the Commissioner shall give Kent thirty (30) days written notice of such alleged violation, during which period Kent shall have the opportunity to effect a cure. If the Commissioner finds that Kent has diligently commenced and diligently prosecuted efforts to effect a cure during such thirty (30) day period, then the aforesaid thirty (30) day period shall be extended for so long as Kent continues to proceed diligently with the effectuation of such cure. If the Commissioner finds that Kent is unable to commence to effect a cure of an alleged violation in the initial thirty (30) day period due to Force Majeure, then upon application by Kent, the Commissioner, in the exercise of his or her reasonable judgment and upon such conditions as he or she may deem appropriate, may allow an additional period of time in which to commence to effect a cure

b. If Kent fails to cure a violation within the applicable grace period provided in Section 5.02(a), then upon the expiration of said grace period, the Commissioner shall give each Mortgagee thirty (30) days written notice of such alleged violation, during which period such Mortgagee shall have the opportunity to effect a cure of such alleged violation. If such

Mortgagee commences to effect a cure during such thirty (30) day period and proceeds diligently towards the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as such Mortgagee continues to proceed diligently with the effectuation of such cure.

c. Notwithstanding anything contained in this Agreement to the contrary (including, without limitation, Section 5.02(b)), the Commissioner may give forty-eight hours notice with respect to any default by Kent which creates an imminent hazard to life or safety or constitutes an emergency condition. Kent will thereafter have forty-eight hours to cure such condition.

d. In the event that any alleged violation of this Agreement has not been cured within the grace period provided in Sections 5.02(a) and (b), Parks shall be entitled to draw down on the Upland Connection Maintenance Security and to apply such monies to the performance of such obligation and, subject to Sections 5.04 and 5.05 hereof, shall be entitled to any other remedy available in law or at equity, except that such remedies shall not include termination of this Agreement. If Parks has drawn down the Upland Connection Maintenance Security as provided above, Kent shall within five (5) business days thereafter post a new Upland Connection Maintenance Security replacing the Upland Connection Maintenance Security drawn down by the City. Nothing set forth herein shall prevent Parks from performing any obligation of Kent not performed by Kent, in accordance with this Section, prior to drawing down on the Upland Connection Maintenance Security and then drawing down on the Upland Connection Maintenance Security to the extent necessary to reimburse or otherwise pay for such work. Further, nothing set forth herein shall prevent Parks from immediately drawing down on the Upland Connection Maintenance Security if it is proceeding under Section 5.02(c).

5.03. Binding on Successors. The restrictions, covenants and agreements set forth in this Agreement shall be binding upon Kent and any successor-in-interest only for the period during which Kent and any successor-in-interest is the holder of a fee interest in or is a party-in-interest of the Subject Property and only to the extent of such fee interest or the interest rendering Kent a party-in-interest. At such time as the named Kent has no further fee interest in the Subject Property and is no longer a party-in-interest of the Subject Property, Kent's obligations and liability with respect to this Agreement shall wholly cease and terminate from and after the conveyance of Kent's interest and Kent's successors-in-interest in the Subject Property by acceptance of such conveyance automatically shall be deemed to assume Kent's obligations and liabilities hereunder to the extent of such successor-in-interest's interest.

5.04. Homeowner's Association. In order to guarantee Kent's obligation to maintain the Upland Connection to renew and maintain the Upland Connection Maintenance Security, Kent shall cause to be organized a homeowner's association (the "**Association**") if any of the following changes are made in the ownership of the Proposed Development: (i) all or any portion of the Proposed Development is converted to condominium or cooperative form of ownership or (ii) the Proposed Development is held in any other form of multiple ownership of fee title and/or leasehold of all or substantially all of the Proposed Development. If an Association is required to be formed as set forth above, the provisions of Article 12 of the Declaration shall be operative.

5.05. Limitation of Liability. The City shall look solely to the interest of Kent in the Subject Property on an in rem basis only, for the collection of any judgment recovered against Kent or the enforcement of any monetary remedy based upon any breach by Kent under this Agreement, and no other property of Kent shall be subject to levy, execution or other enforcement procedure for the satisfaction of the monetary remedies of the City under or with respect to this Agreement, and Kent shall have no personal liability under this Agreement. In the event that any building in the Proposed Development is converted to condominium form of ownership, every condominium unit (other than any condominium unit that contains affordable housing units as defined in Section 62-352 of the Zoning Resolution) shall, as successor in interest to Kent, be subject to levy or execution for the satisfaction of any monetary remedies of the City, provided that such enforcement procedures shall be taken simultaneously against all the condominium units in the Proposed Development and not against individual units.

5.06. Denial of Access. If Parks has reason to believe that the use and enjoyment of the Open Space Improvements by any member of the public has, without reasonable cause, been denied by Kent and Parks determines that such denial of access was in violation of the obligations of Kent to provide the right of public access through the Open Space Improvements or to the Waterfront Access Areas, Parks shall, in addition to such other rights as may be available to it at law or equity and as are provided under this Agreement and the Declaration, have the right to seek civil penalties at the Environmental Control Board for a violation relating to privately owned public space, as set forth in Exhibit B as such penalties may be adjusted from time to time by the Environmental Control Board.

VI. RIGHT OF ENTRY TO OPEN SPACE IMPROVEMENTS

6.01. Kent hereby grants the City, its agents, or its contractors, the right, after prior written notice of such intention to enter, to enter upon the Open Space Improvements upon a Maintenance Default (hereinafter defined) to perform Kent's maintenance obligations set forth herein until such time as Kent resumes the performance of such obligations. A "Maintenance Default" shall occur when Kent has failed to perform any of its maintenance obligations under this Agreement and neither Kent nor any Mortgagee has diligently commenced and diligently prosecuted efforts to effect a cure as provided in Section 5.02.

VII. MISCELLANEOUS

7.01. Amendments. This Agreement may not be modified or amended except by a written instrument executed by Kent and Parks after consultation with the Chair.

7.02. Cancellation. This Agreement may not be canceled except by written instrument executed by Kent and Parks.

7.03. Notices. All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent as follows:

If to Kent: Kent Avenue Property 1-A LLC, et al
c/o L & M Equity Participants, Ltd.
1865 Palmer Avenue, Suite 203

Larchmont, New York 10583
Attn: Ronald Moelis

If to Parks:

New York City Department of Parks & Recreation
The Arsenal, Central Park
830 Fifth Avenue
New York, NY 10021
Attn: Office of the General Counsel

Either party may at any time change its address or add additional parties to receive a notice by mailing a notice to the other party. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, overnight courier or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

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

7.05. Reliance by Third Parties. No person or entity other than Kent, the City, Parks or a legal representative, successor in interest or assignee of such party shall be entitled to rely on this Agreement or the performance of Kent or the City hereunder. This Agreement is not made for the benefit of any other person or entity and no such other person or entity shall be entitled to enforce, or assert any claim arising out of or in connection with this Agreement.

7.06. Indemnity. Kent shall indemnify and hold harmless the City, Parks and their officers, employees and agents from any and all claims, actions or judgments for loss, damage or injury, including death or personal or property damage of whatsoever kind or nature, arising from Kent's obligations under this Agreement, including, without limitation, the negligence or carelessness of Kent, its agents, servants or employees in undertaking such obligations unless such claims, actions or judgments arose out of the negligence, recklessness or willful acts of the City, its agents or its employees; provided, however, that should any such claim be made or action brought, Kent shall have the right to defend such claim or action with attorneys reasonably acceptable to the City. No such claim or action shall be settled without the written consent of the City.

7.07. Right to Sue.

a. Nothing contained herein shall prevent Kent from asserting any claim or action against the City arising out of the City's performance, or failure of performance as to any of the City's obligations under this Agreement or the exercise, by the City, of any of its rights under this Agreement.

b. Nothing contained herein shall prevent the City from asserting any claim or action against Kent arising out of Kent's obligations under this Agreement, or the exercise, by Kent of any of its rights under this Agreement.

7.08. Approvals. Wherever in this Agreement the certification, consent or approval of Kent, the Chair, or the Commissioner is required or permitted to be given, it is understood that time is of the essence and such certification, consent or approval will not be unreasonably withheld or delayed. If the Chair or Commissioner fails to act upon a request for an approval within the time limits provided in this Agreement, or where no time limits are provided, within a reasonable period of time, the City shall be deemed to have consented to, and will not oppose, expedited judicial review of any such failure to act.

7.09. Exhibits. The Exhibits attached hereto are incorporated into this agreement.

VIII. INSURANCE

8.01. Kent shall at all times after Substantial Completion of any Phase of the Open Space Improvements carry paid-up insurance of such type and with such limits as may be determined to be adequate and appropriate by the Commissioner but in no event shall such coverage be less than Five Million Dollars ($5,000,000) per occurrence to protect Kent, Parks and the City as additional insured against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such injuries, death or damages be attributable to the negligence or any other acts of Kent, its employees, or otherwise.

8.02. Such policy or policies shall contain the following endorsements:

(i) The City, DPR, together with its officials and employees are Additional Insureds with coverage at least as broad as set forth in ISO Forms CG 2010 (1/85 ed.) and CG 0001 (1/96 ed.)

(ii) If and insofar as knowledge of an "occurrence", "claim" or " suit" is relevant to the City of New York as an Additional Insured under this policy, such knowledge by an agent, servant, official or employee of the City of New York will not be considered knowledge on the part of the City of New York of the "occurrence", "claim" or " suit" unless notice thereof is received by the Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department

(iii) Any notice, demand or other writing by or on behalf of the Named Insured to the insurance company shall also be deemed a notice, demand or other writing on behalf of the City and DPR as Additional Insureds. Any response by the insurance company to such notice, demand or other writing shall be addressed to the Named Insured and to the City at the following address: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department.

(iv) This policy shall not be cancelled, terminated, modified or changed by the insurance company unless thirty (30) days prior written notice is sent by certified mail to the Named Insured and the Commissioner of DPR.

(v) The limit of coverage under this policy applicable to the City and DPR as Additional Insureds is equal to the limit of coverage applicable to the Named Insured.

8.03. Upon Substantial Completion of the Open Space Improvements, as determined by DPR in accordance with Section 5.2 of the Declaration, Kent shall file with DPR proof that it has all insurance policies required by the Commissioner in place and that such policies meet the requirements stated in this Section. If Kent chooses to meet this proof with an insurance certificate, the insurance certificate shall be accompanied by a sworn statement in a form prescribed by DPR from the insurance company or from a licensed insurance broker certifying that the insurance certificate may be relied upon as proof that the applicant has insurance that meets the requirements stated in this Article VIII.

8.04. Kent shall provide a copy of any required policy within thirty (30) days of a request for such policy to the DPR or the New York City Law Department.

8.05. Kent shall notify the insurance carrier in writing of any loss, damage, injury or accident or any claim or suit arising therefrom, immediately but not later than 20 days after such event. Kent's notice to the carrier must expressly specify that "this notice is being given on behalf of the City and DPR as Additional Insureds as well as Kent as Named Insured." Kent's notice to the insurance carrier shall contain the following information: the name of Kent, Kent's phone number, the date of the occurrence, the location (street address and borough) of the occurrence and the identity of the persons or things injured, damaged or lost.

8.06. All insurance required under this Article VIII shall be issued by companies which have an A.M. Best rating of at least A-7 or a Standards & Poors rating of at least AA and are duly licensed to do business in the State of New York and must be in effect at all times when the Open Space Improvements are open to and usable by the public. In the event of cancellation thereof. DPR shall be notified at least thirty (30) business days in advance thereof.

IX. CLAIMS AND ACTIONS THEREON

9.01. In the event any claim is made or any action brought in any way relating to the Agreement herein (except any claim made or action brought by Kent, or any claim or any action brought by the City or any of its agencies or instrumentalities against Kent) Kent shall diligently render to Parks and/or the City without compensation any and all assistance which Parks and/or the City may require of Kent.

9.02. Kent shall report to Parks and the New York City Department of Law, Chief, Torts Division in writing within ten (10) business days of the initiation by or against Kent of any legal action or proceeding in connection with or relating to this Agreement.

9.03. In the event that any provision of this Agreement shall be deemed, decreed, adjudged or determined to be invalid or unlawful by any court of competent jurisdiction after all appeals are exhausted or the time for appeal has expired, such provisions shall be severable and the remainder of the Agreement shall continue to be in full force and effect.

9.04. If Kent is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Agreement and such finding is upheld on final appeal,

or the time for further review of such finding on appeal or by other proceeding has lapsed, Kent shall indemnify and hold harmless the City Parks and DCP from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of Kent's obligations under this Agreement. If any judgment is obtained against Kent from a court of competent jurisdiction in connection with this Agreement and such judgment is upheld on final appeal or the time for further review of such judgment or appeal by other proceeding has lapsed, Kent shall indemnify and hold harmless the City, Parks and DCP from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of said judgment.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Agreement has been duly executed by the City and Kent as of the day and year first above written.

NEW YORK CITY DEPARTMENT OF PARKS & RECREATION

By:_____
Name:
Title:

KENT AVENUE PROPERTY 1-A LLC

By: FM KENT PROPERTY HOLDINGS LLC, its sole member

By:_____
Name:
Title:

KENT AVENUE PROPERTY 1-B LLC

By: TMF KENT PARTNERS LLC, its sole member

By:_____
Name:
Title:

By:_____
Name:
Title:

KENT AVENUE PROPERTY 2 LLC

By: TMF KENT PARTNERS LLC, its sole member

By:_____
Name:
Title:

By:_____
Name:
Title:

KENT AVENUE PROPERTY 3 LLC

By:_____
Name:
Title:

KENT AVENUE GARAGE 1 LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

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

On the ____ day of _____, 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____, 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

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) ss.:
COUNTY OF _____)

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Notary Public

STATE OF NEW YORK)
) ss.:
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Notary Public

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Notary Public

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) ss.:
COUNTY OF _____)

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_____
Notary Public

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

The subject tract of land, formerly known as Tax Lot Number 1 in Block 2340 on the Tax Map of the City of New York, Kings County is now known as Tax Lot Numbers 1, 2, 3, 4, 5, 6, 7, and 8 more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Kent Avenue with the southerly side of North 5th Street;

THENCE westerly along the southerly side of North 5th Street, 496 feet to the Bulkhead Line established by the Harbor Commissioners in 1857;

THENCE northerly along said bulkhead line, 30 feet 5 ½ inches to the center line of North 5th Street;

THENCE westerly along a line in continuation of the center line of North 5th Street, 415 feet 8-⅜ inches to the Pier Line established by Chapter 299 of the Laws of 1891;

THENCE southerly along said pierhead line, 380 feet 6-¾ inches to the northwesterly corner of land conveyed by Havemeyers & Elder, Inc. to John T. McCormick by said deed dated May 12, 1947, recorded May 14, 1947 in Liber 7125 Cp 361, which corner is distant 143 feet 6-⅝ inches northerly from North 3rd Street prolonged as measured along said pierhead line;

THENCE easterly along said last mentioned land, and on a line forming an interior angle of 102 degrees 00 minutes 09 seconds with the previous course 323 feet 8-⅞ inches to an angle point;

THENCE continuing easterly along a line forming an interior angle of 191 degrees 27 minutes 13 seconds with the previous course, 46 feet 1-⅝ inches (deed), 45 feet 6-¾ inches (calculated);

THENCE northerly and along the last mentioned land and along a line forming an interior angle of 75 degrees 34 minutes 05 seconds with the previous course, 28 feet 7-¼ inches;

THENCE easterly along a line forming an exterior angle of 97 degrees 21 minutes 43 seconds with the previous course, 103 feet 5-¼ inches to an angle point on a line at right angles to Kent Avenue:

THENCE easterly and at right angles to Kent Avenue, 368 feet 9-⅞ inches to the westerly side of Kent Avenue:

THENCE northerly along the westerly side of Kent Avenue, 303 feet 7-⅛ inches to the corner at the point or place of BEGINNING.

Said premises being known as 164 Kent Avenue, Brooklyn, NY

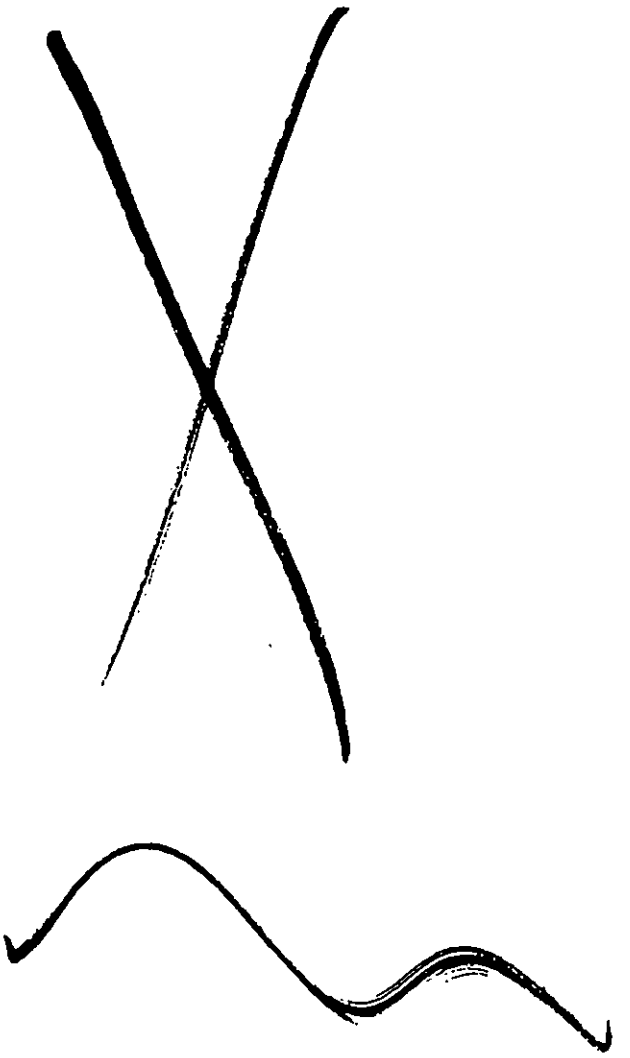


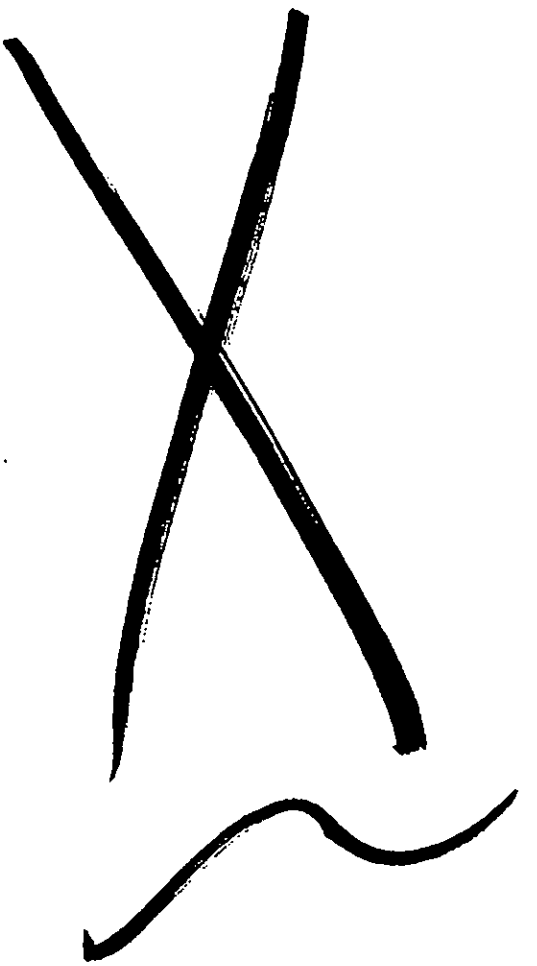
EXHIBIT B

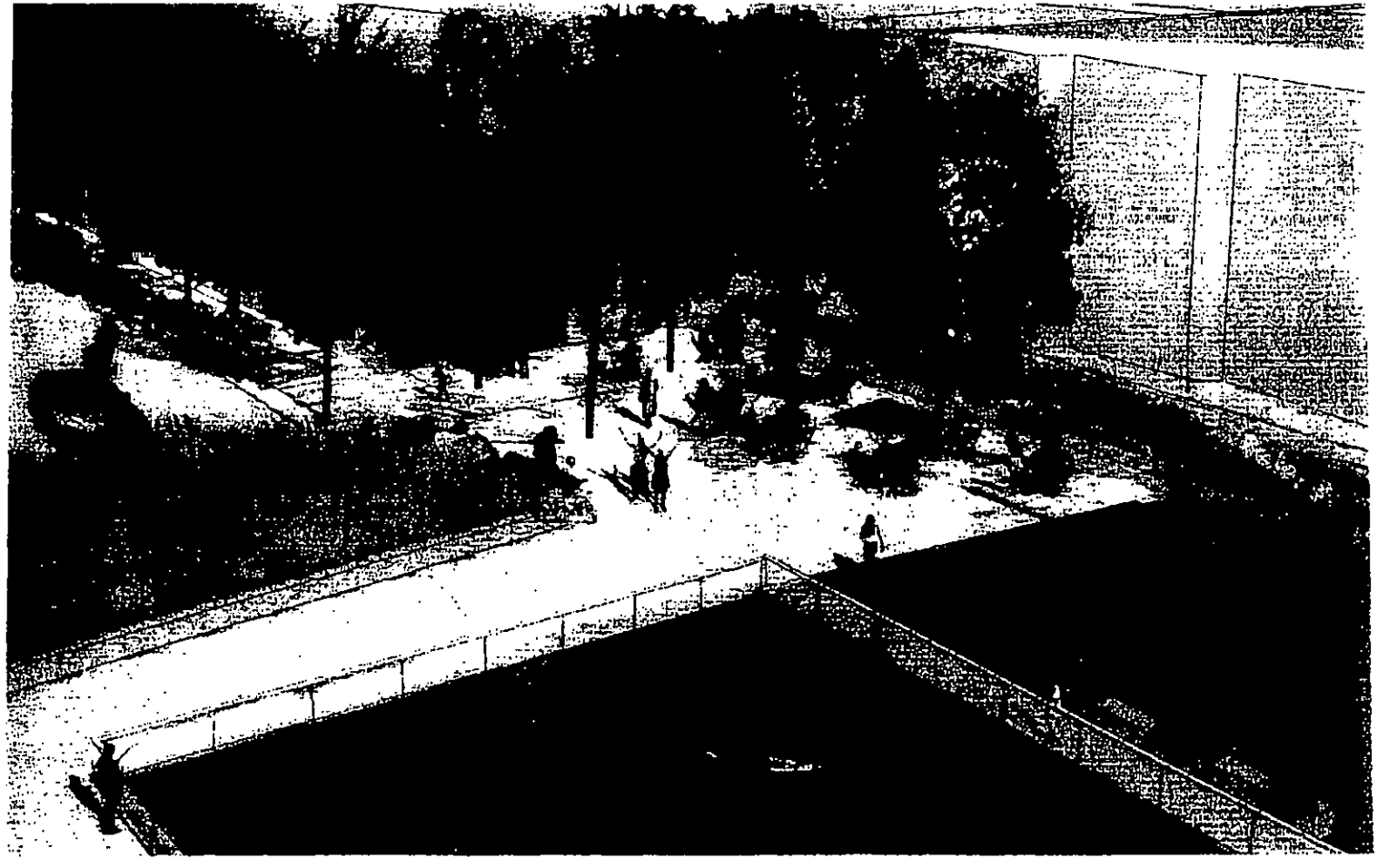
ECB PENALTY SCHEDULE

Penalty	$2,500
Mitigated Penalty	$1,250
Maximum Penalty	$2,500
2nd Offense Penalty	$10,000
Maximum Default Penalty	$10,000

EXHIBIT F

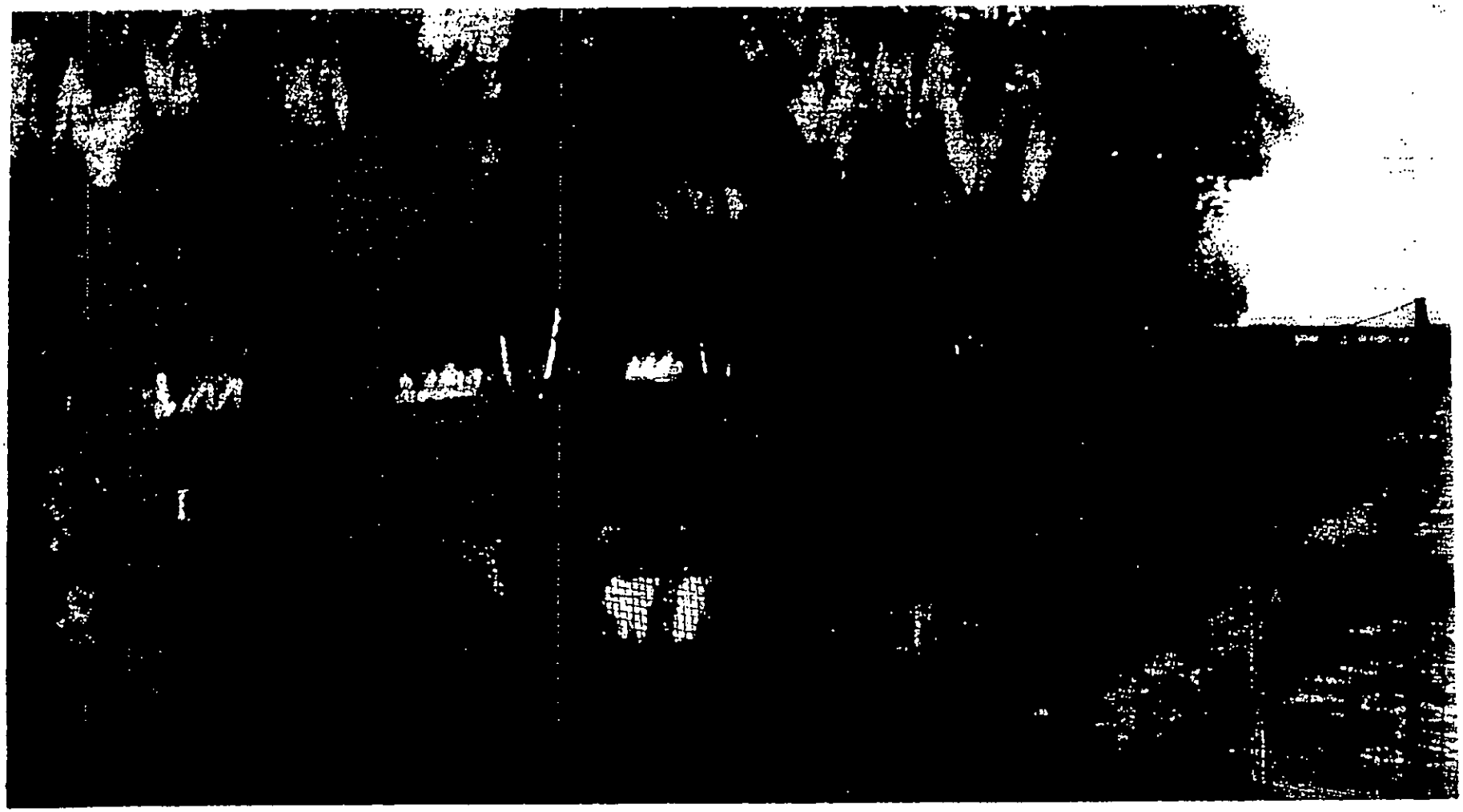
CONCEPT DRAWINGS





View of Restaurant Cafe and Outdoor Plaza between the link from "The Edge" and the Shore Public Walkway

WILLIAMSBURG
BROOKLYN, NEW YORK

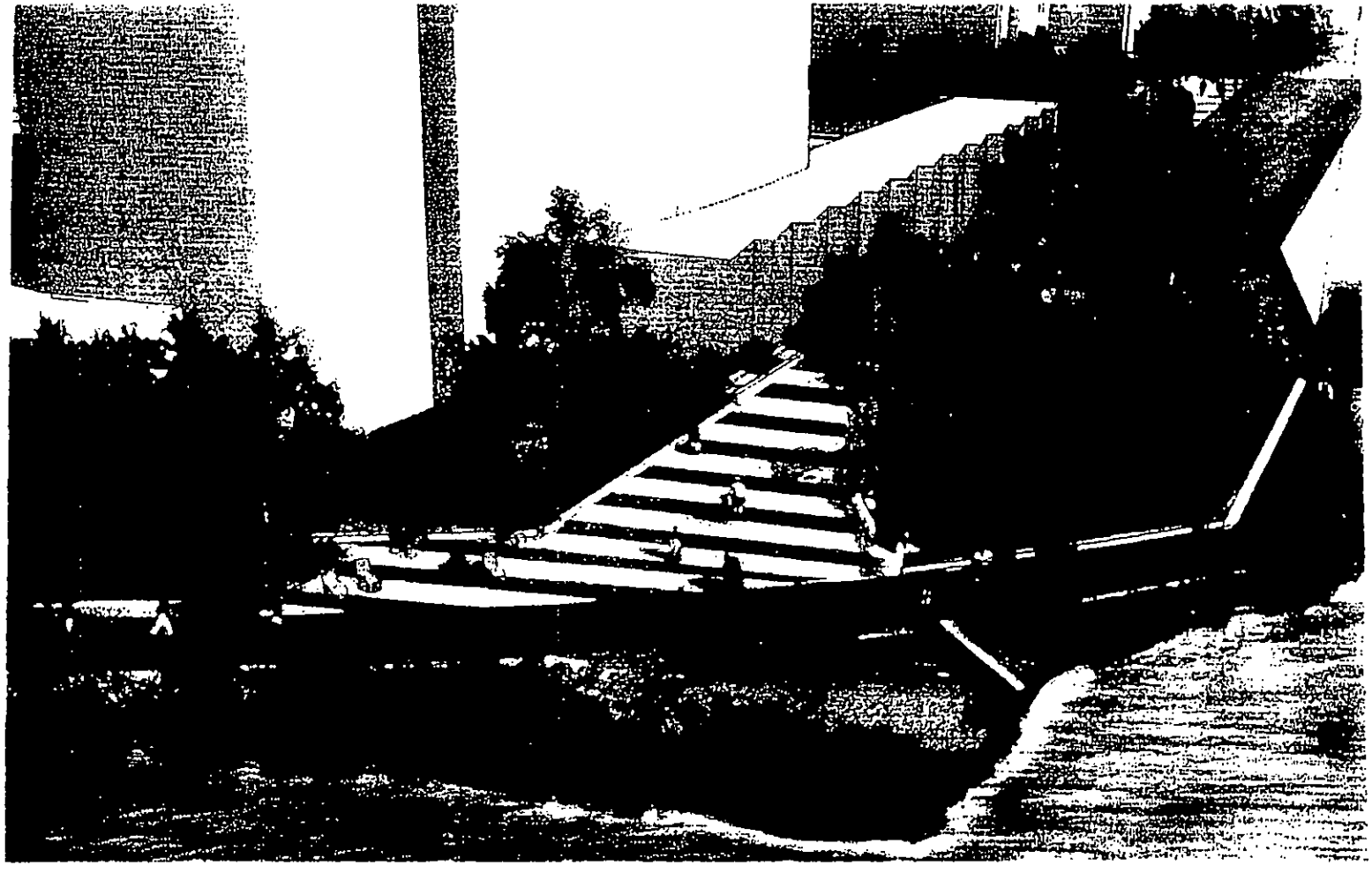


Perspective View Looking South from Pier

WILLIAMSBURG
BROOKLYN, NEW YORK

November 2, 2005

L&M Equity Participants, LTD & RD Management, LLC
Donna Walcavage Landscape Architecture + Urban Design



Shore Public Walkway

WILLIAMSBURG
BROOKLYN NEW YORK

L&M Equity Participants, LTD & RD Management, LLC
Donna Walcavage Landscape Architecture + Urban Design

October 17, 2005



Shore Public Walkway at Get-Down and Pocket Park

WILLIAMSBURG
BROOKLYN, NEW YORK

L&M Equity Participants, LTD & RD Management, LLC
Donna Walcavage Landscape Architecture + Urban Design

November 2, 2005



View Across Large Open Lawn Toward Manhattan

WILLIAMSBURG
BROOKLYN, NEW YORK

L&M Equity Participants, LTD & RD Management, LLC
Donna Walcavage Landscape Architecture + Urban Design

November 1, 2005



Fourth Street Upland Access, Midway Point (looking west)

WILLIAMSBURG
BROOKLYN, NEW YORK

L&M Equity Participants, LTD & RD Management, LLC
Donna Walcavage Landscape Architecture + Urban Design

October 17, 2005



Upland Access Entry at Kent Avenue & Fourth Street (looking west)

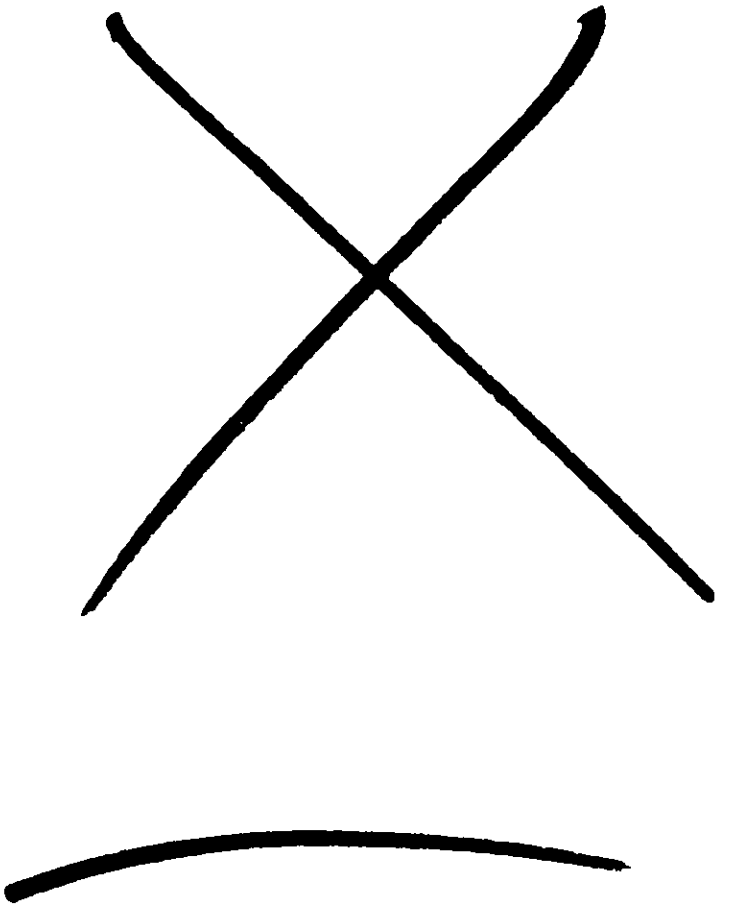
WILLIAMSBURG
BROOKLYN, NEW YORK

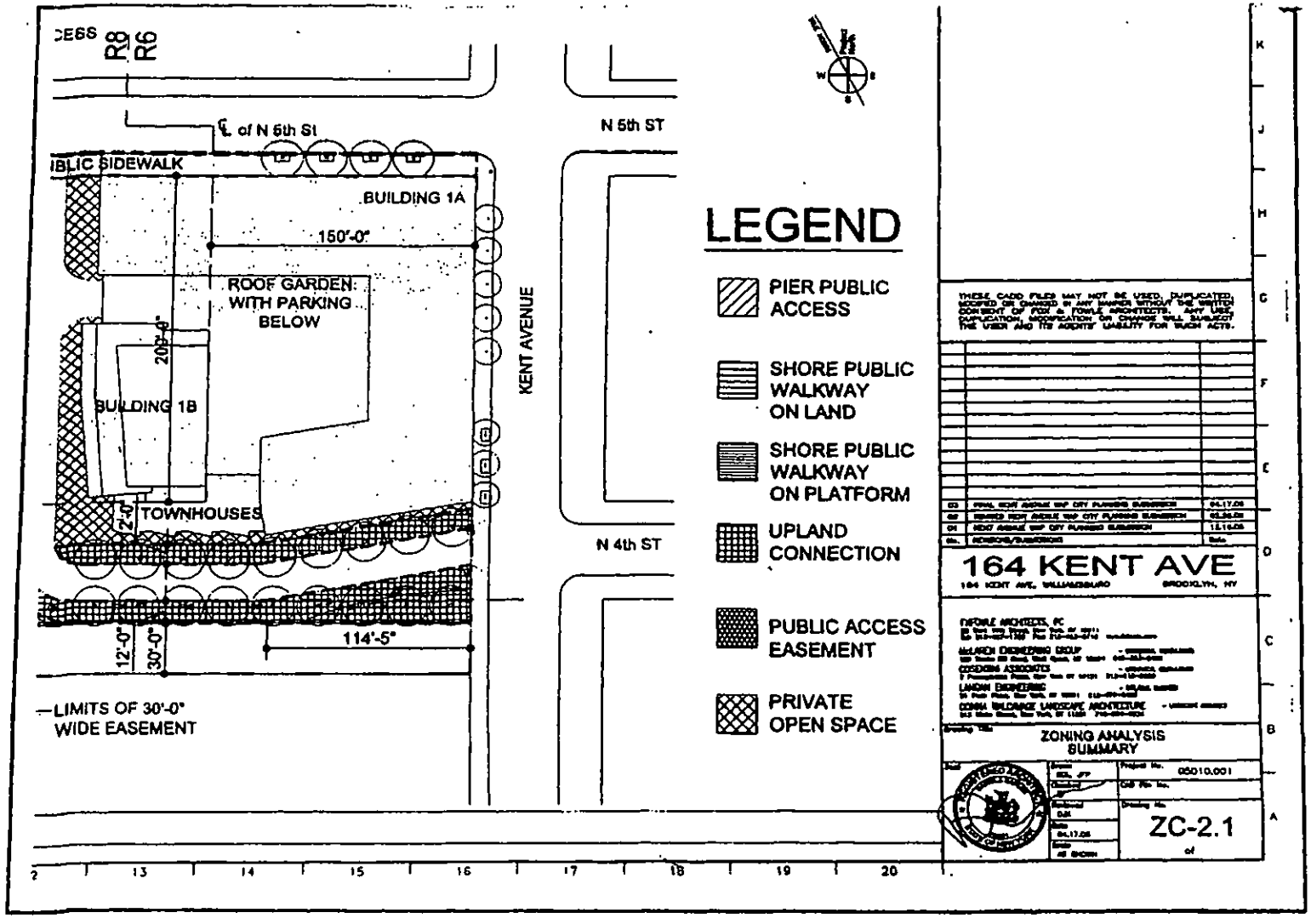
L&M Equity Participants, LTD & RD Management, LLC
Donna Walcavage Landscape Architecture + Urban Design

October 17, 2005

EXHIBIT G

DRAWINGS




R8
R6
℄ of N 5th St
IBLIC SIDEWALK
BUILDING 1A
150'-0"
ROOF GARDEN WITH PARKING BELOW
200'-0"
BUILDING 1B
72'-0"
TOWNHOUSES
KENT AVENUE
N 5th ST
N 4th ST
114'-5"
12'-0"
30'-0"
LIMITS OF 30'-0" WIDE EASEMENT
LEGEND
PIER PUBLIC ACCESS
SHORE PUBLIC WALKWAY ON LAND
SHORE PUBLIC WALKWAY ON PLATFORM
UPLAND CONNECTION
PUBLIC ACCESS EASEMENT
PRIVATE OPEN SPACE
164 KENT AVE
ZONING ANALYSIS SUMMARY
ZC-2.1
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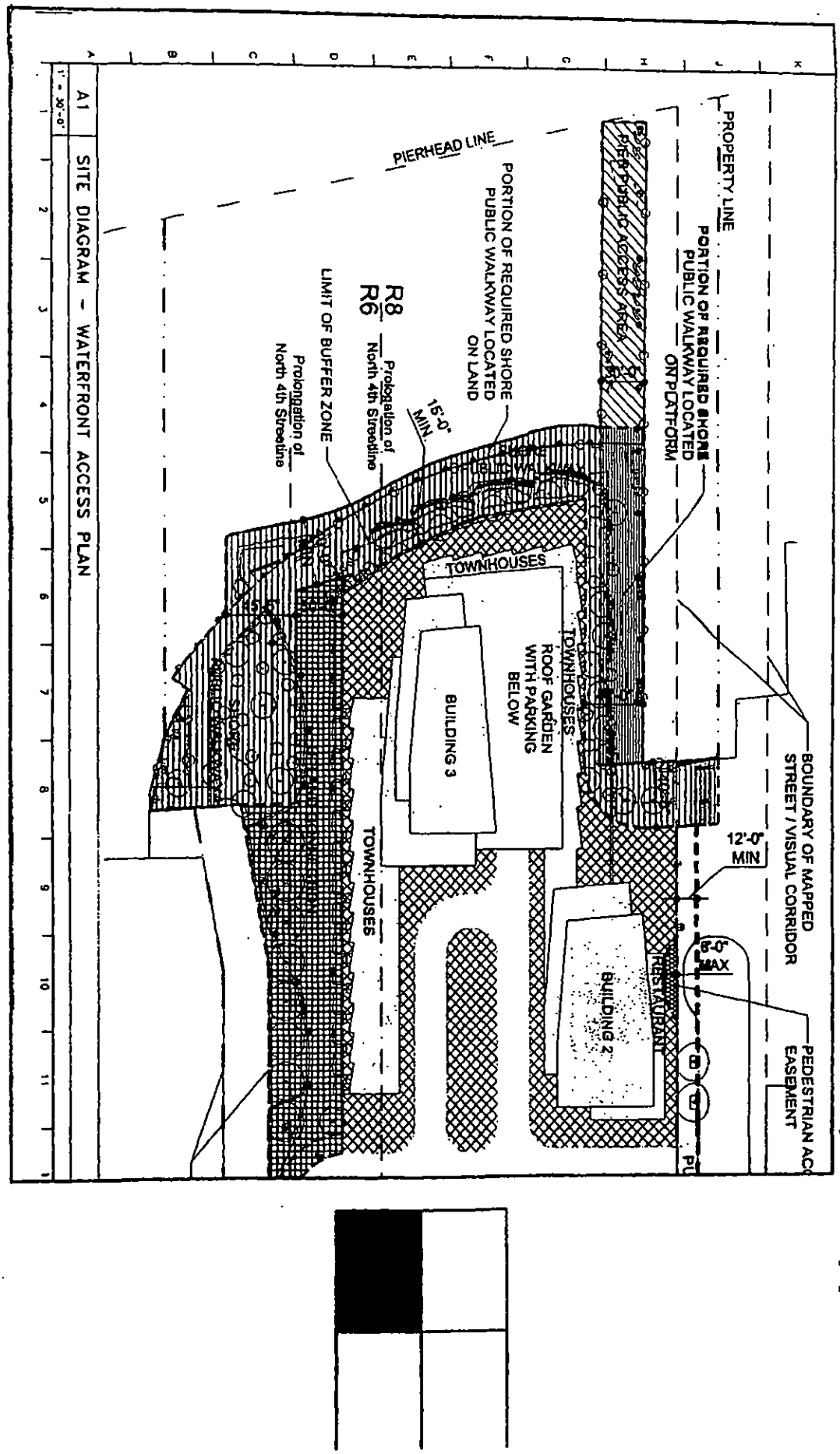


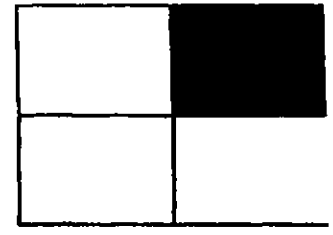
Exhibit G
Page 2 of 32 pages

2 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20

MATERIAL KEYING LEGEND

equirements

	Required	Provided
lemental Public Access Areas		
R-6	15% = 15,181 sf	
R-5	20% = 22,346 sf	
Total Required =	37,507	Total Provided = 80,273
dic Access and Visual Corridors - Phased Implementation		
Amount of Public Access Area (proportionate to amount of development)		
Phase 1	12,003 sf (32%)	20,201 sf (45%)
Phase 2	10,502 sf (28%)	25,074 sf (40%)
Phase 3	15,002 sf (40%)	9,705 sf (15%)
Length of Shore Public Walkway		
Phase 1	200'-0"	212'-0"
Phase 2	200'-0"	437'-6"
Phase 3	300'-0"	Shore Public Walkway is fully built in Phase 2
/alkway	Minimum width north of North 4th Street = 34'-0" Minimum width south of 4th Street = 40'-0"	40'-0" minimum width north of 4th Street 40'-0" south of North 4th Street
tion	Upland connection shall be provided within the prolongation of North 4th Street. Portions within private drives will consist of 2 12'-0" wide portions on either side of the drive. The portions at the private drive may extend 15'-0" outside of the prolongation of the streetend. Portions of the upland connection that are not within private drives will be a minimum of 30' in width.	Complies. See A1 on the drawing (ZC-2.1.)



Zoning Analysis - 184 Kent Ave, Williamsburg, NY
Zoning Map 12c
Block 2340 Lot 1, Designated Parcel 26 in Waterfront Access Plan BK-1
Zoning District: R-6/R-8, C2-4 Overlay, Greenpoint-Williamsburg Special Zoning District

Zoning Section		District: R-6 & R-8 w/ C2-4 Overlay		
1. Uses				
22-00	Permitted:	UG 1-6		
	Proposed:	2, 6		
2. Lot Area (sf)		R-6	R-8	
		101,076	111,730	TOTAL LOT AREA = 212,806
3. Floor Area Ratio				
63-351a	Normal FAR -(without Inclusionary Housing Bonus)	2.43	4.88	
63-352	Maximum FAR (with Inclusionary Housing bonus)	2.75	6.5	
	Maximum Permitted Floor Area (with Inclusionary Housing Bonus)	277,859	726,345	TOTAL PERMITTED FLOOR AREA = 1,004,204
	Proposed Floor Area — Phase 1	135,000	186,000	(Buildings 1A, 1B, and Townhouses = 32% of total development)
	Phase 2		280,000	(Building 2 = 28% of total development)
	Phase 3		404,000	(Building 3 and Townhouses = 40% of total development)
	Total	135,000	869,000	TOTAL PROPOSED FLOOR AREA = 1,004,800

62-612 Elements of Waterfront Access Plan
Proposed Public Access Areas

Shore Public Walkway (SPW)	SPW On Land =	34,977	
	SPW On Platform =	6,456	
	TOTAL SPW =		41,433
Upland Connection (UC)	80 Wide UC =	15,351	
	17 Wide UC =	7,457	
	TOTAL UC =		22,958
Pedestrian Access Easement			332
Pier Public Access Area*			5,550
TOTAL PUBLIC ACCESS AREAS =			69,273

* Pier area is not required by zoning text.

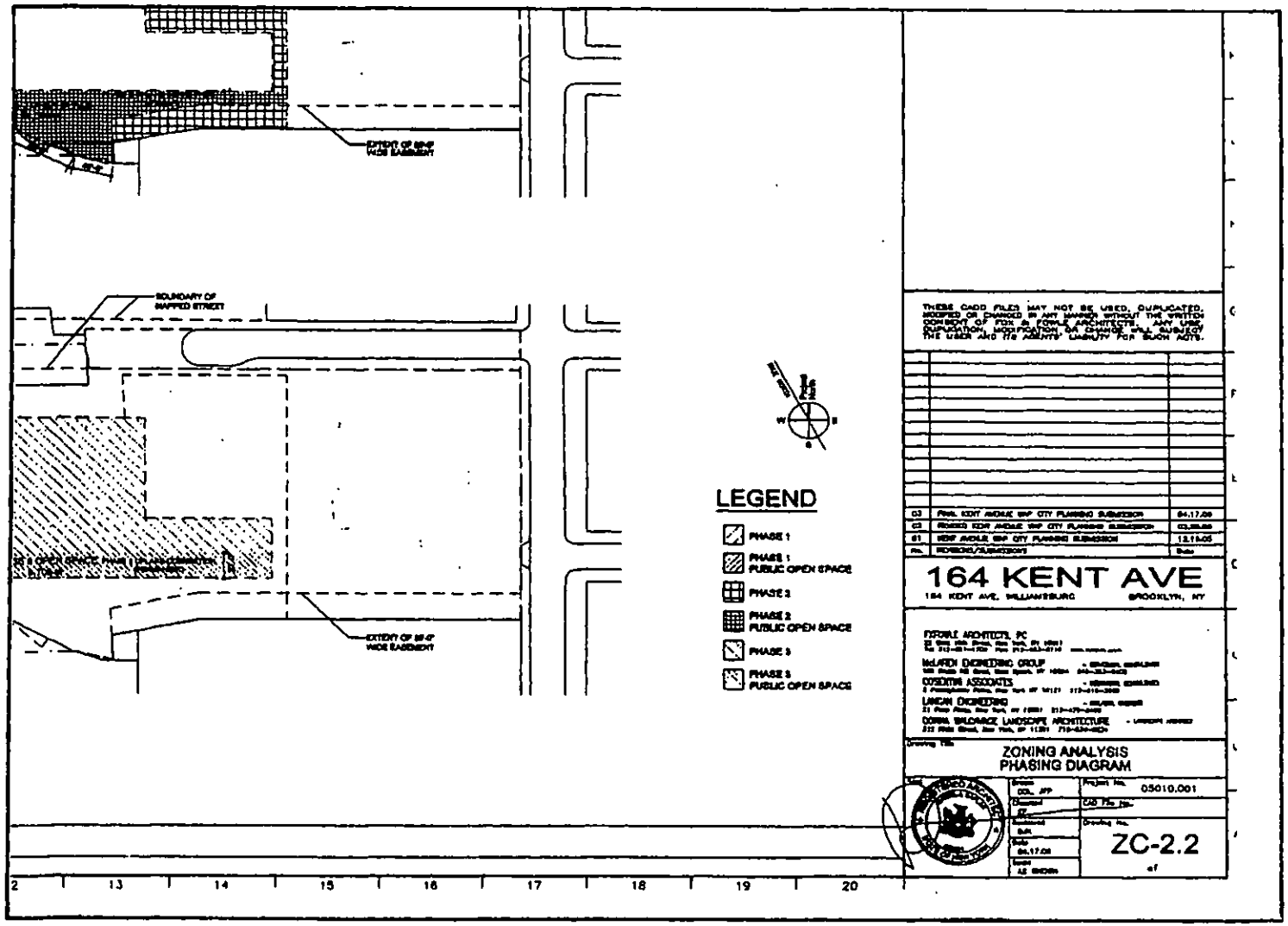
4. Zoning R

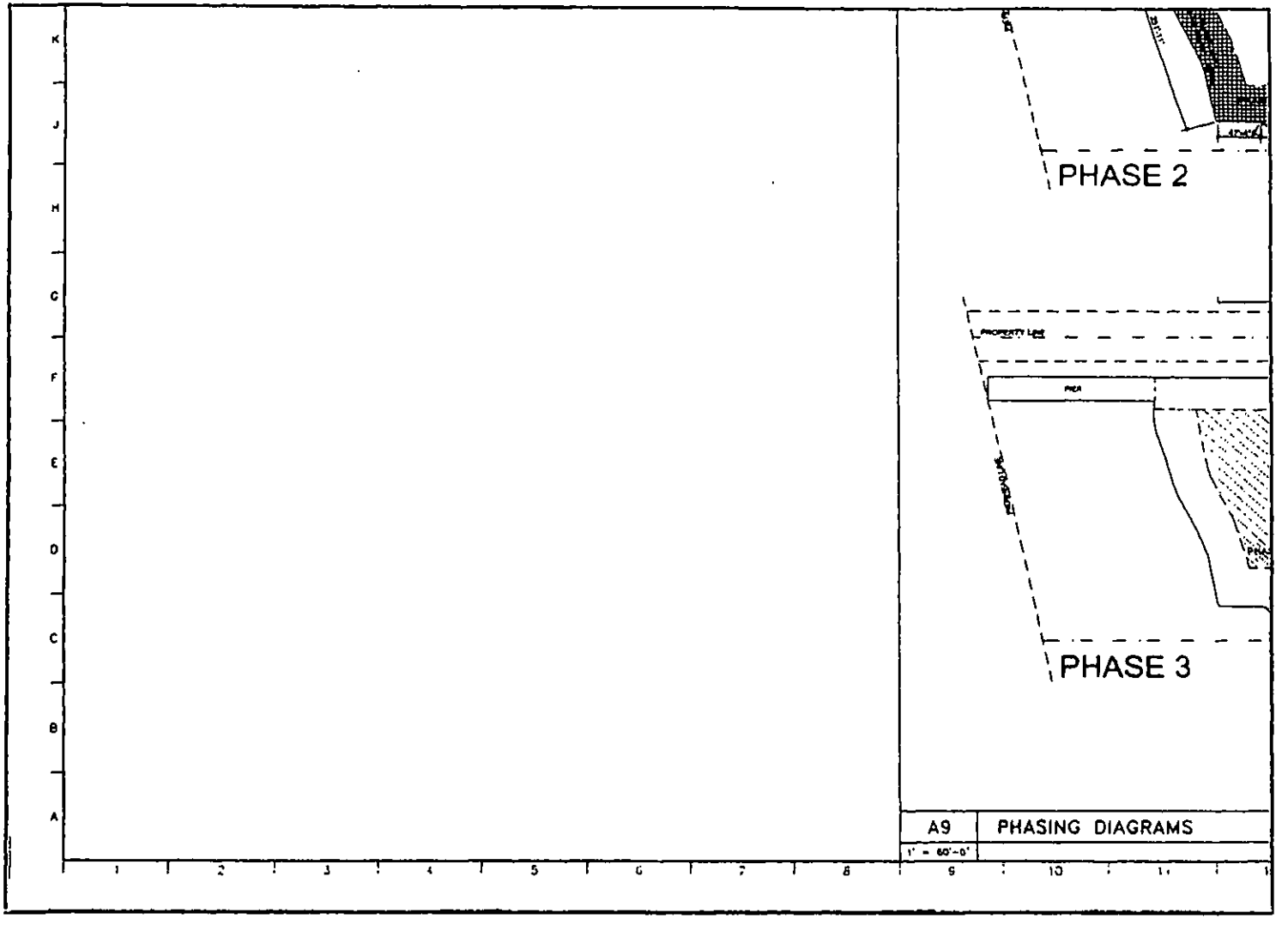
62-416 Required Supp

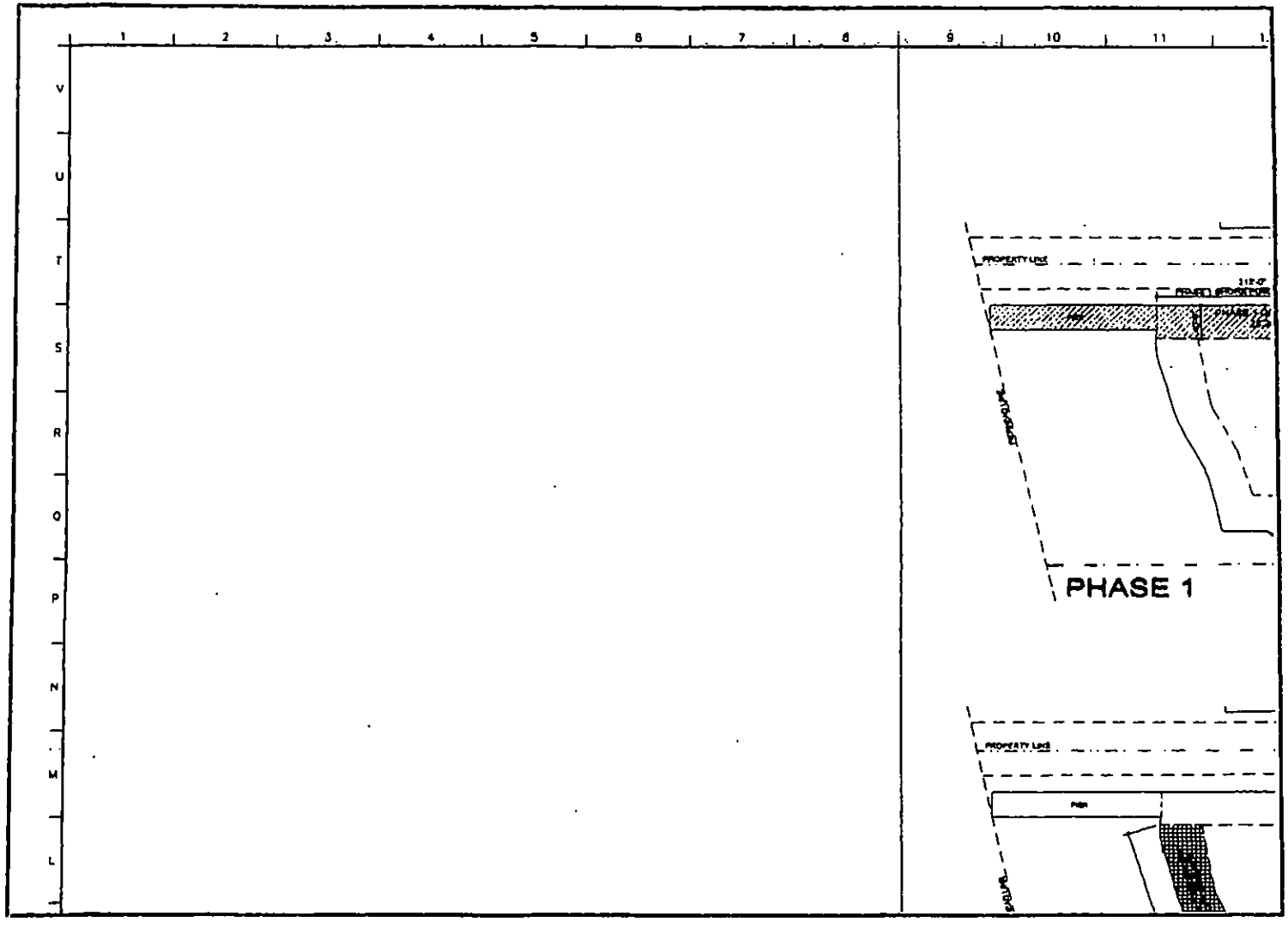
62-711a Waterfront Pub

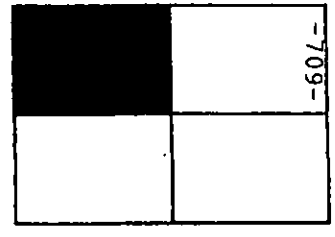
62-631a Shore Public W

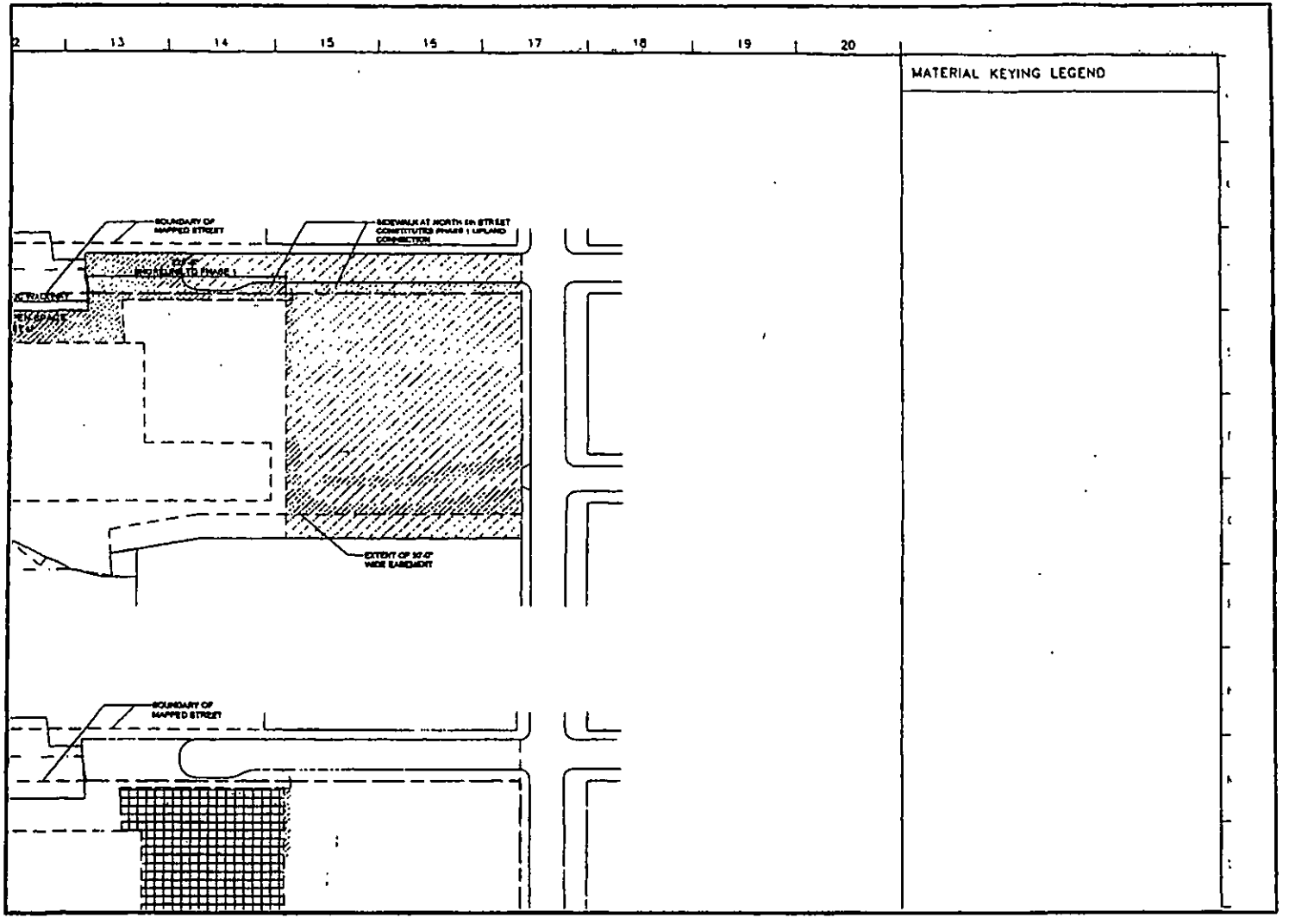
Upland Conne

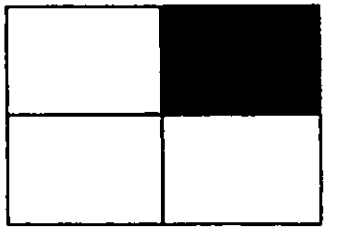

EXTEND OF 60'-0" WIDE EASEMENT
BOUNDARY OF MAPPED STREET
EXTEND OF 60'-0" WIDE EASEMENT
LEGEND
PHASE 1
PHASE 1 PUBLIC OPEN SPACE
PHASE 2
PHASE 2 PUBLIC OPEN SPACE
PHASE 3
PHASE 3 PUBLIC OPEN SPACE
2
13
14
15
16
17
18
19
20
THESE CADD FILES MAY NOT BE USED, DUPLICATED, MODIFIED OR CHANGED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF FOX & FOWLE ARCHITECTS. ANY UNAUTHORIZED DUPLICATION, MODIFICATION OR CHANGE SHALL SUBJECT THE USER AND ITS AGENTS' LIABILITY FOR SUCH ACTS.
03 FINAL KENT AVENUE MAP CITY PLANNING SUBMISSION 04.17.06
02 REVISED KENT AVENUE MAP CITY PLANNING SUBMISSION 03.30.06
01 KENT AVENUE MAP CITY PLANNING SUBMISSION 12.16.05
No. REVISIONS/SUBMISSIONS Date
164 KENT AVE
164 KENT AVE, WILLIAMSBURG BROOKLYN, NY
FOX & FOWLE ARCHITECTS, PC
McLAREN ENGINEERING GROUP
COSENTINI ASSOCIATES
LANGAN ENGINEERING
DOBRA TABLADA/ LANDSCAPE ARCHITECTURE
ZONING ANALYSIS
PHASING DIAGRAM
Project No. 05010.001
Drawing No.
ZC-2.2
of

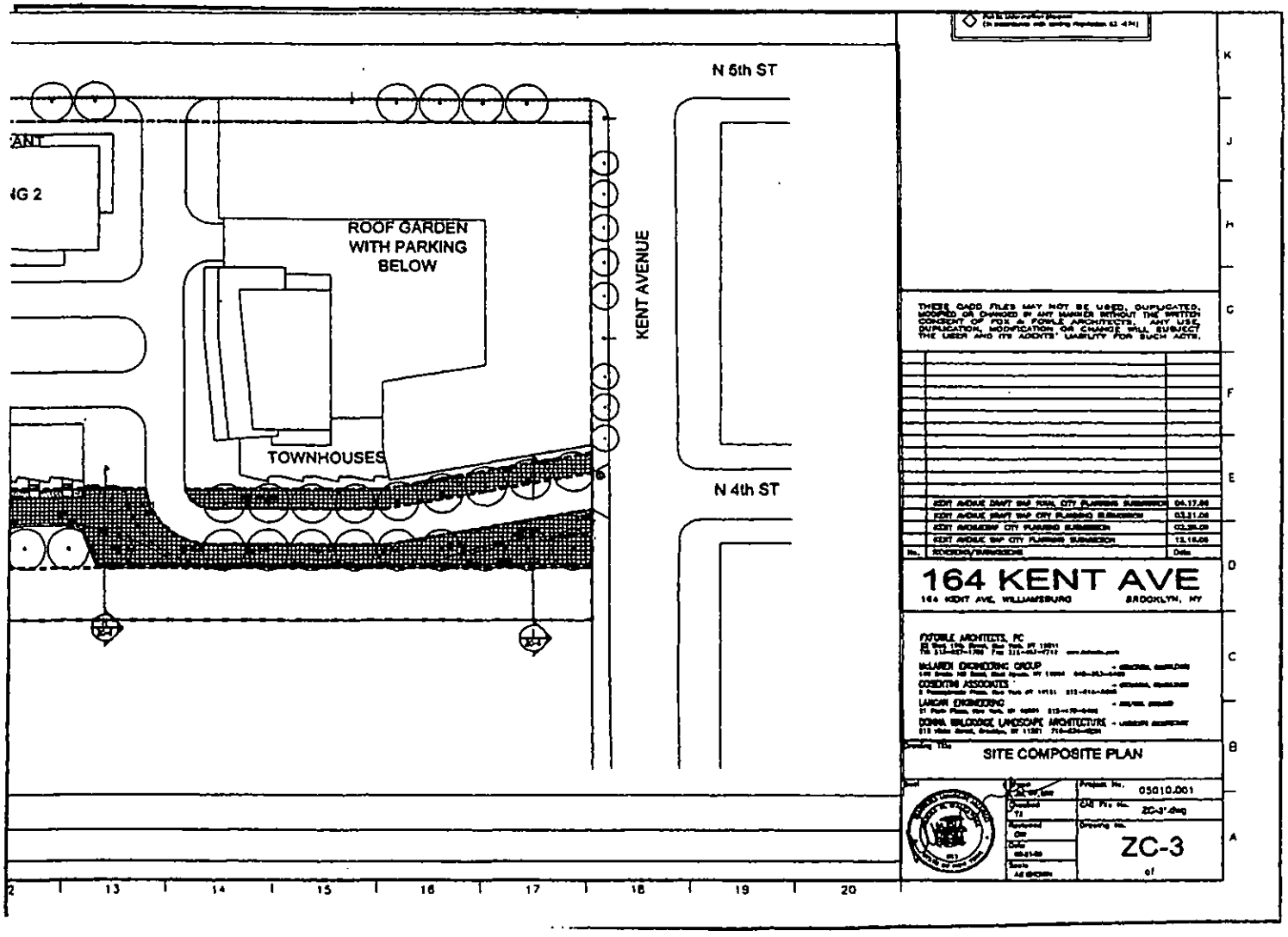

PHASE 2
PHASE 3
A9
PHASING DIAGRAMS
1" = 60'-0"

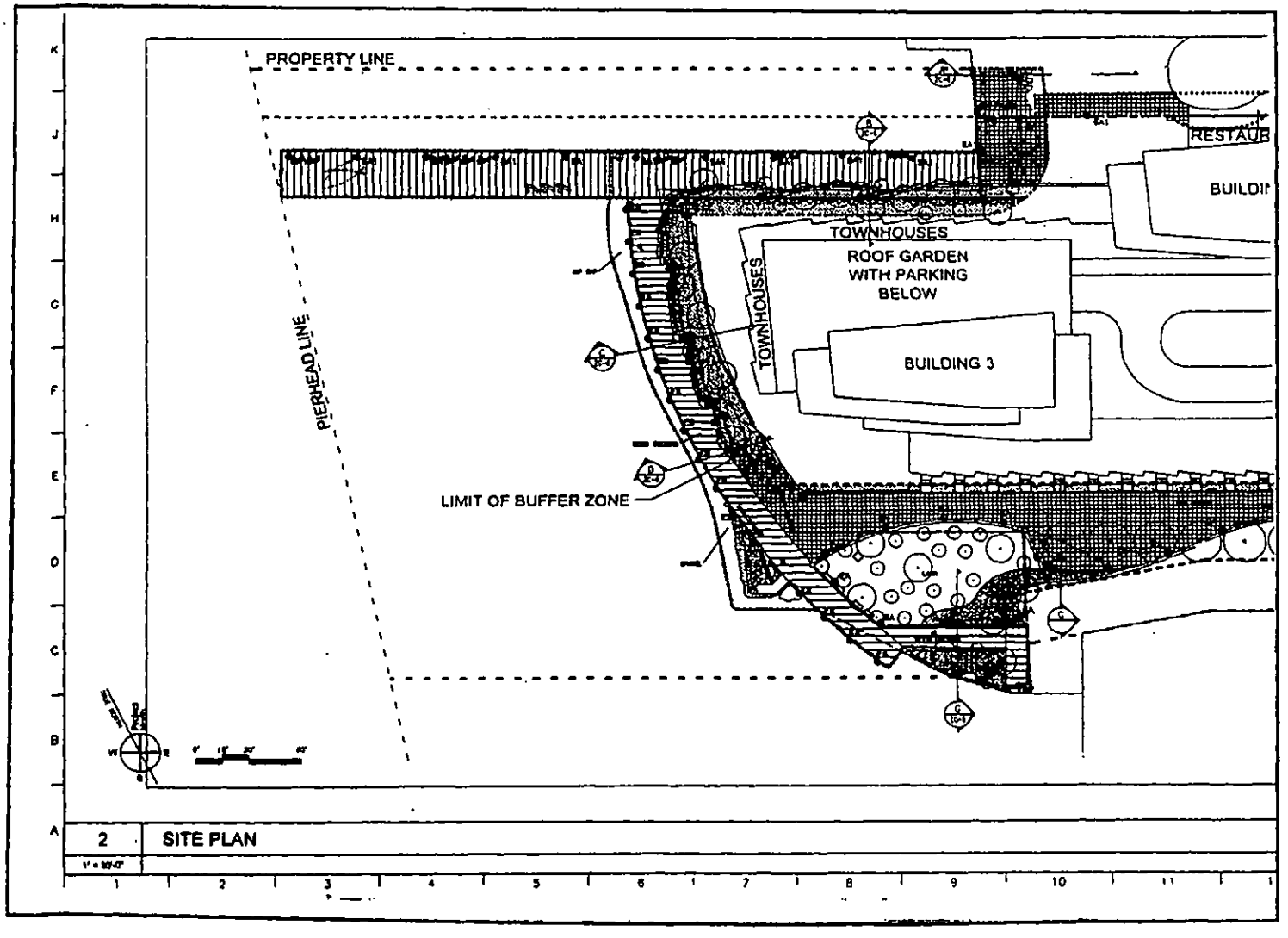

1
2
3
4
5
6
7
8
9
10
11
PROPERTY LINE
PHASE 1
PROPERTY LINE


-709-


12
13
14
15
16
17
18
19
20
MATERIAL KEYING LEGEND
BOUNDARY OF MAPPED STREET
BOUNDARY OF MAPPED STREET




N 5th ST
KENT AVENUE
ROOF GARDEN
WITH PARKING
BELOW
TOWNHOUSES
N 4th ST
THESE CADD FILES MAY NOT BE USED, DUPLICATED, MODIFIED OR CHANGED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF FOX & FOWLE ARCHITECTS. ANY USE, DUPLICATION, MODIFICATION OR CHANGE WILL SUBJECT THE USER AND ITS AGENTS' LIABILITY FOR SUCH ACTS.
164 KENT AVE
164 KENT AVE, WILLIAMSBURG BROOKLYN, NY
FOX & FOWLE ARCHITECTS, PC
SITE COMPOSITE PLAN
05010.001
ZC-3
ZC-3
of


PROPERTY LINE
PIERHEAD LINE
LIMIT OF BUFFER ZONE
TOWNHOUSES
ROOF GARDEN
WITH PARKING
BELOW
TOWNHOUSES
BUILDING 3
RESTAUR
BUILDI
2
SITE PLAN

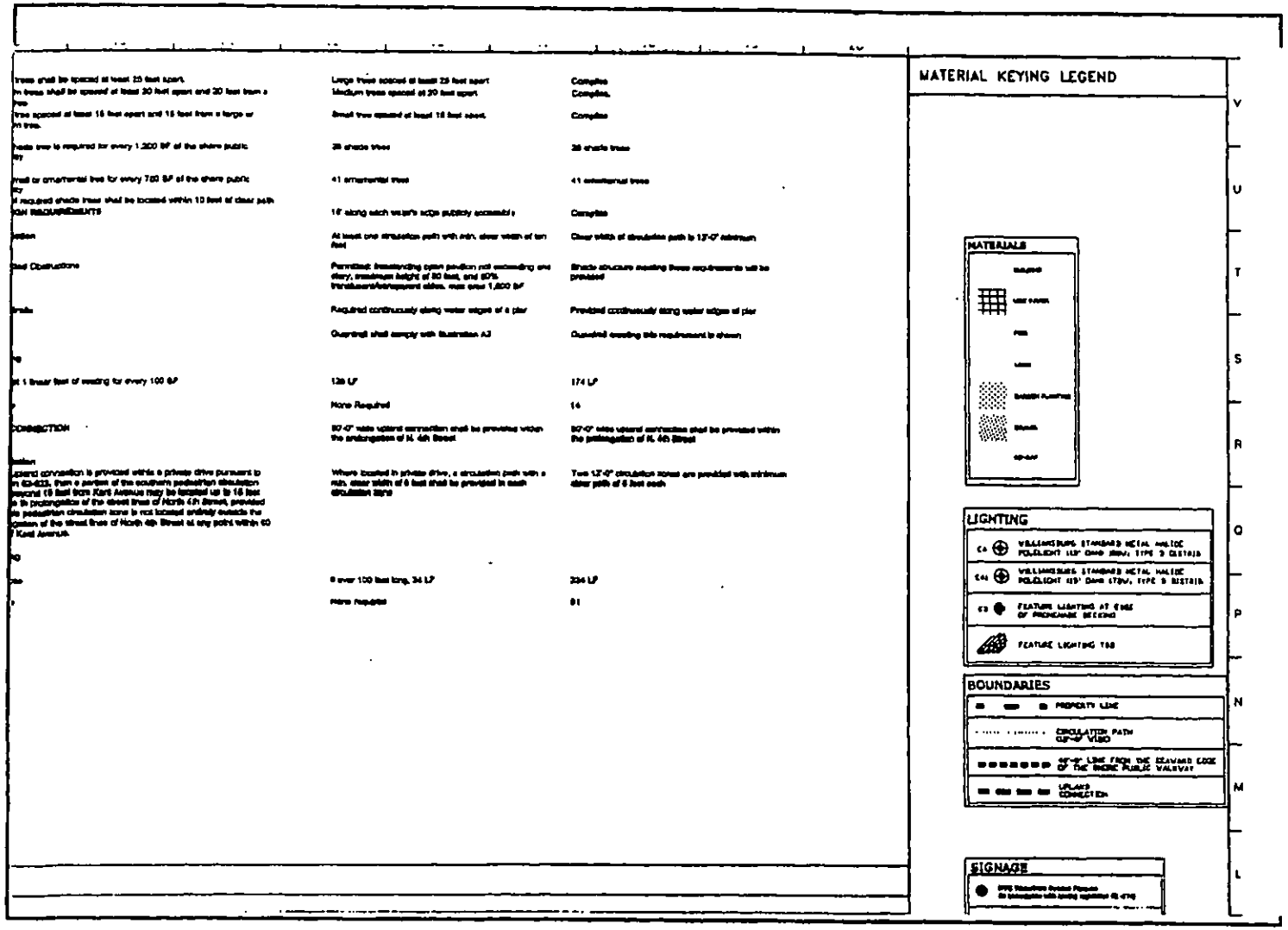
ZONING SECTION	ZONING REQUIREMENTS WATERFRONT ACCESS PLAN SUMMARY		
62-631a (14)	Shore Public Walkway	31,303	
	Upland Connection	23,958	
	Pier Public Access Area	5880	
	Total Public Access Areas	59,141	

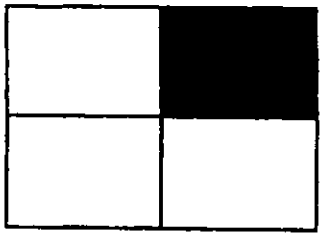
SPECIFIC DESIGN REQUIREMENT FOR PUBLIC ACCESS PROTOTYPES

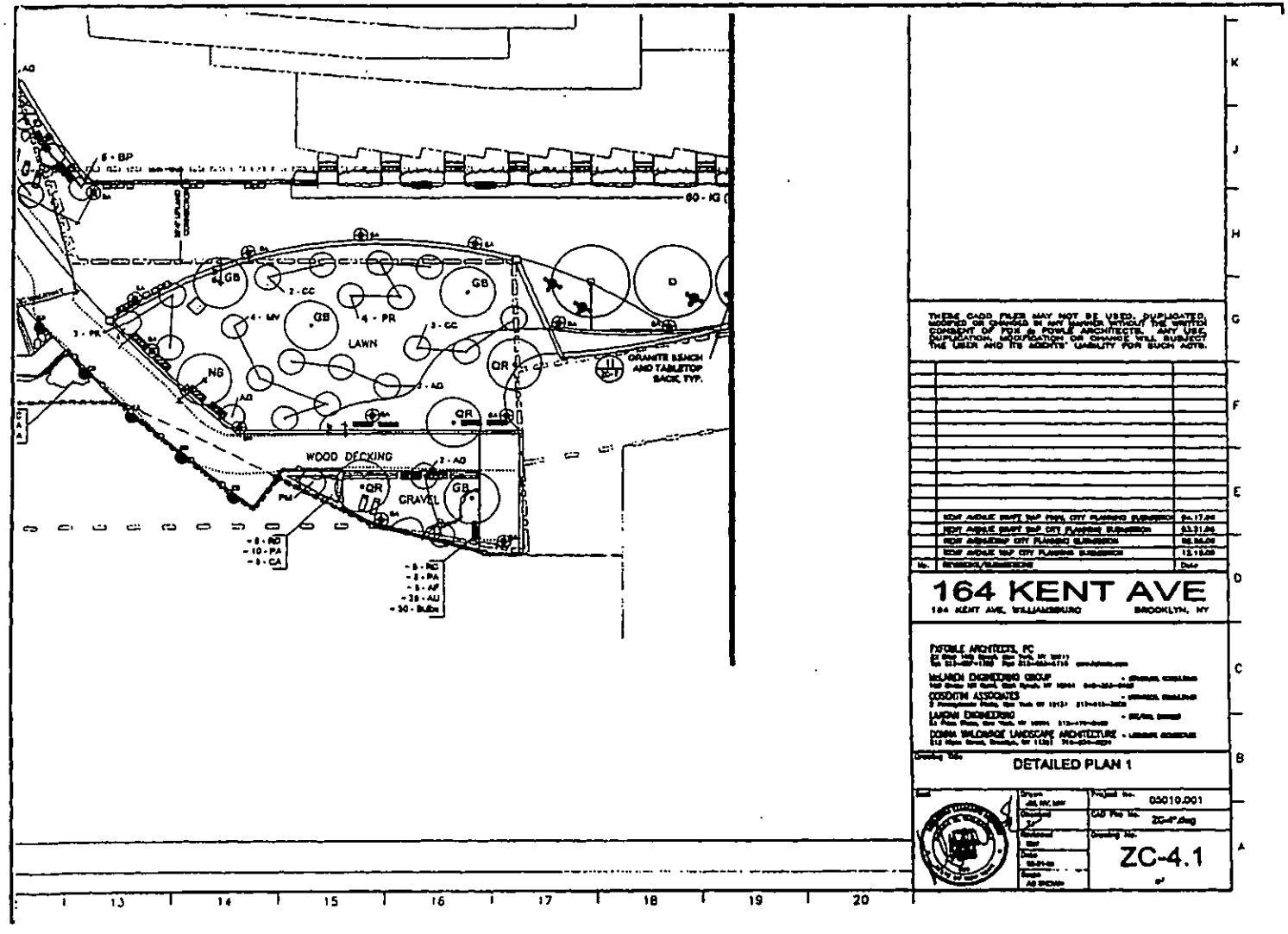
		REQUIRED	PROPOSED
62-631b (1)	GREENPOINT-WILLIAMSBURG SHORE PUBLIC WALKWAY - PROTOTYPE I		
62-631b (1) (i)	Circulation	One circulation path with min. clear path of 12'-0", within ten feet of seaward edge of the shore public walkway	Complies, see ZC 4.1
	Minimum of 80% of pedestrian circulation zone, excluding the required circulation path shall be planting, Rip-rap, beach or other shoreline materials may be counted.		
	Lighting		
62-673	All waterfront public access areas shall provide lighting in accordance with the following requirements:	Light posts shall be spaced at a maximum distance of 40 feet. Lighting shall be located within five feet of a circulation path.	Light poles spaced 40' OC
62-674	Signage		
	New York City Waterfront Symbol Plaque at entryway to required waterfront public access area street	One at N. 4th Street upland connection at Kent Avenue	One at N. 4th Street upland connection at Kent Avenue
	New York City Waterfront Symbol Plaque at entrance to a public access area on a pier	One at N. 6th Street entrance to pier	One at N. 6th Street entrance to pier
	Information plaque at supplemental public access area	One at supplemental open space at inner side of N. 4th Street	One at supplemental open space at inner side of N. 4th Street
	Seating		
62-631b (1) (ii)	Minimum: one linear foot of seating for every 100 SF of shore public walkway	313 LF	318 LF
62-631d (2)	At least 50% of the required seating shall comply with Illustration B1 or B2 (Division Street)	159 LF	COMPLIES
	Tables	None Required	
62-631e (1) (i)	Guardrails	Required continuously along water edges of a platform or bulkhead	Provided continuously along water edges of platform and bulkhead
		Not required where rip-rap, beach or other shoreline material is at least 18 feet wide	At "pet dawn" at end of N. 4th Street extension, edge is without guardrail as it meets these conditions
62-631e (1) (ii)		Guardrail shall comply with Illustration A1	Guardrail meeting this requirement is shown
	Planting		

62-675 (b) (2)	Large Medium large t small medium
62-631 (b) (iv)	One s shrub One s shrub 80% s
62-412 a	PIER DIMS
62-66 a	Clima
62-65 b	Permi
62-62d (1) (i)	Quant
62-631 d(1) (i)	
62-66 a	Suitab At lea Tolera
62-63b	UPLAND I
62-641 62-641 (f) (ii)	Clima Shade Shade shade Shade shade Shade green ESS a
62-641	Suitab Barrel Toler

1	SITE REQUIREMENTS AND SITE KEY


MATERIAL KEYING LEGEND
MATERIALS
LIGHTING
BOUNDARIES
SIGNAGE





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No.	Revisions/Submissions	Date
	NEW AVENUE SHIFT MAP FINAL CITY PLANNING SUBMISSION	04.17.06
	NEW AVENUE SHIFT MAP CITY PLANNING SUBMISSION	03.31.06
	NEW ASHERSHIP CITY PLANNING SUBMISSION	02.10.06
	NEW AVENUE MAP CITY PLANNING SUBMISSION	12.19.05

164 KENT AVE

164 KENT AVE, WILLIAMSBURG BROOKLYN, NY

FOX FOWLE ARCHITECTS, PC

MCLAREN ENGINEERING GROUP

COSDON ASSOCIATES

LANGAN ENGINEERING

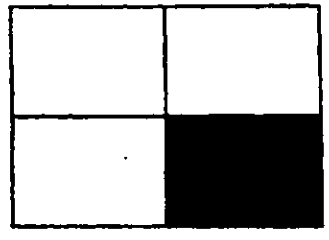
DONNA WALDRIDGE LANDSCAPE ARCHITECTURE

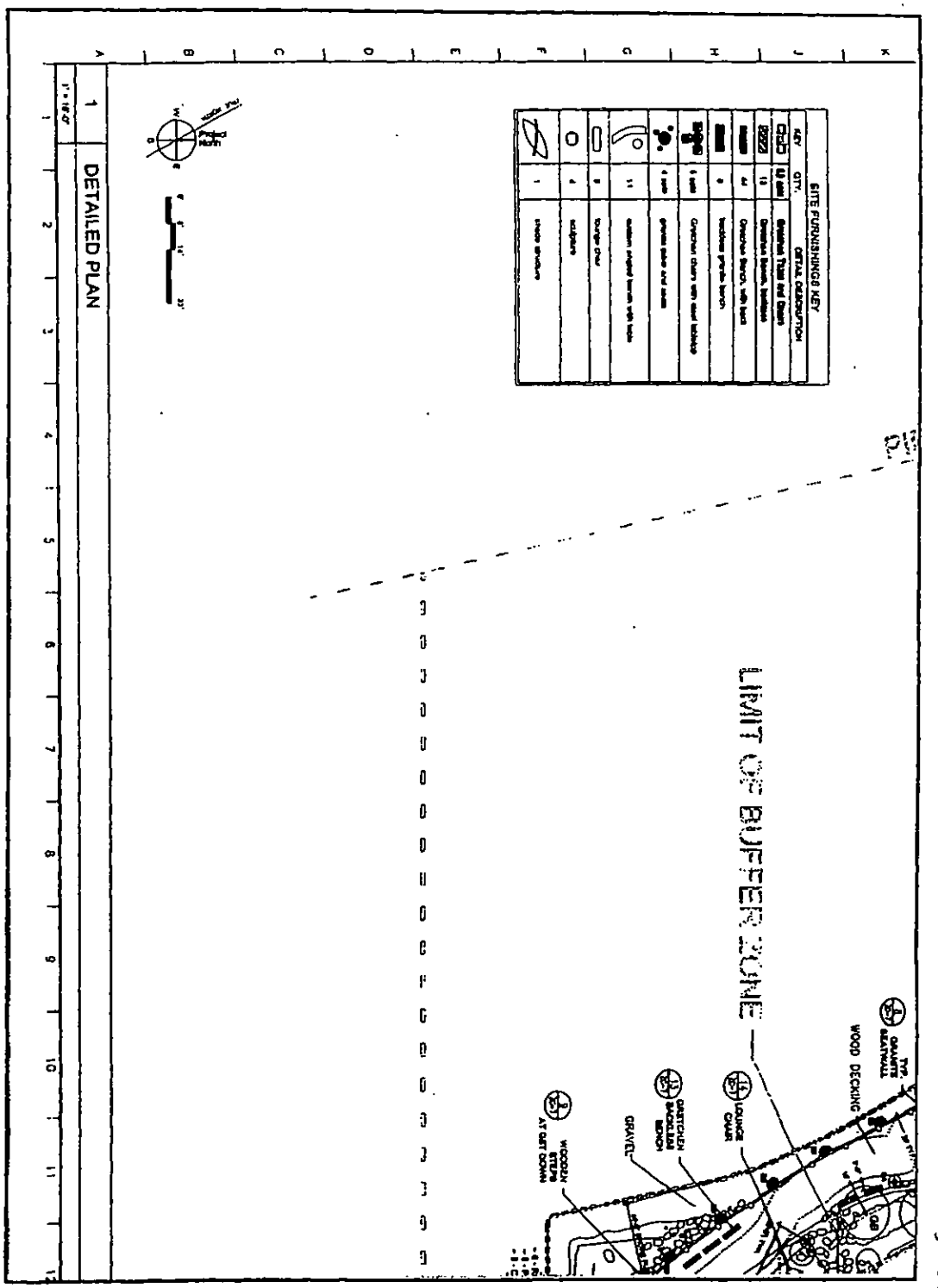
Drawing Title: DETAILED PLAN 1

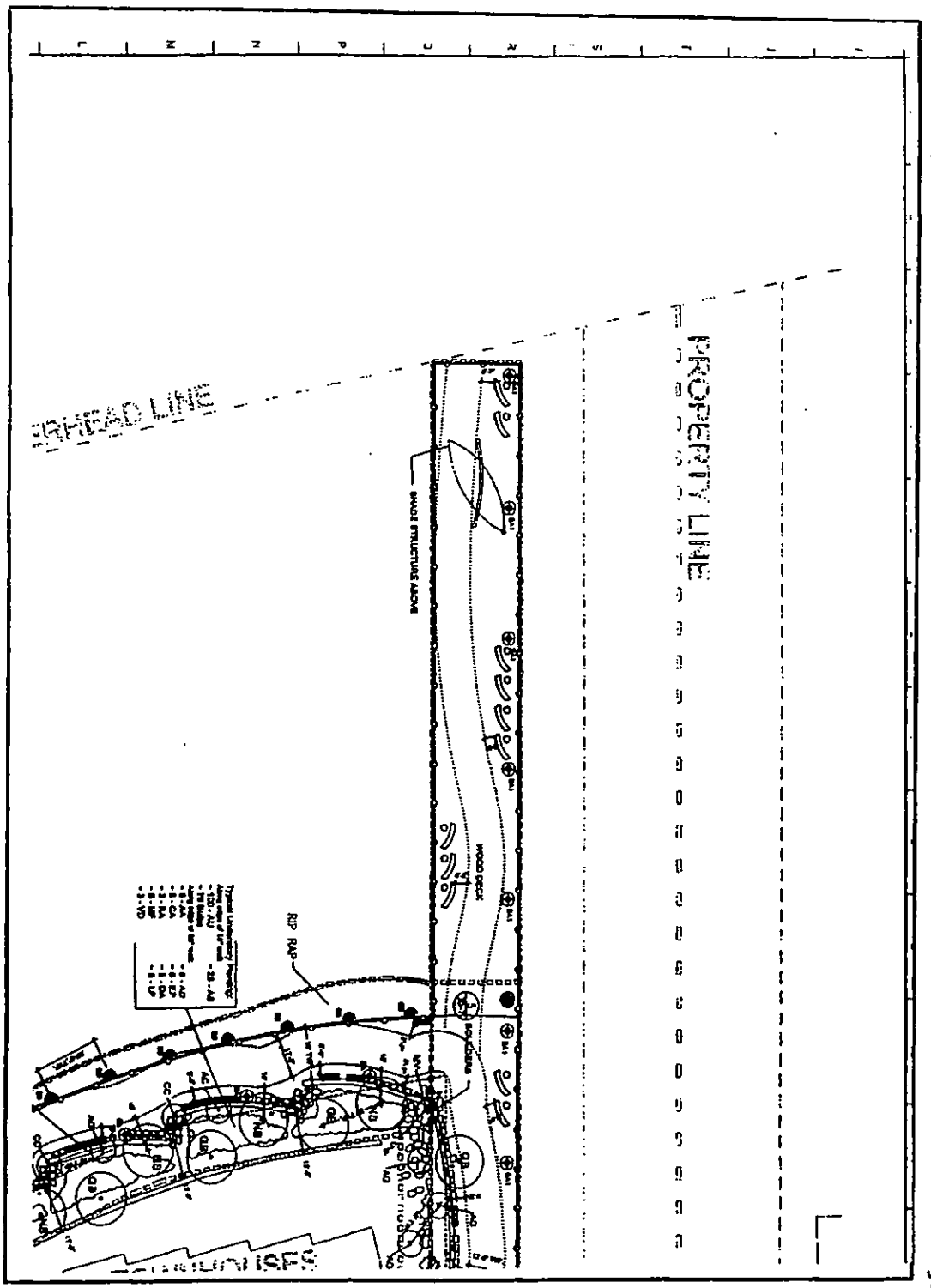
Project No.: 05010.001

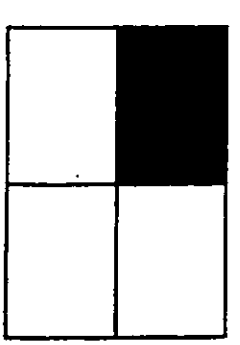
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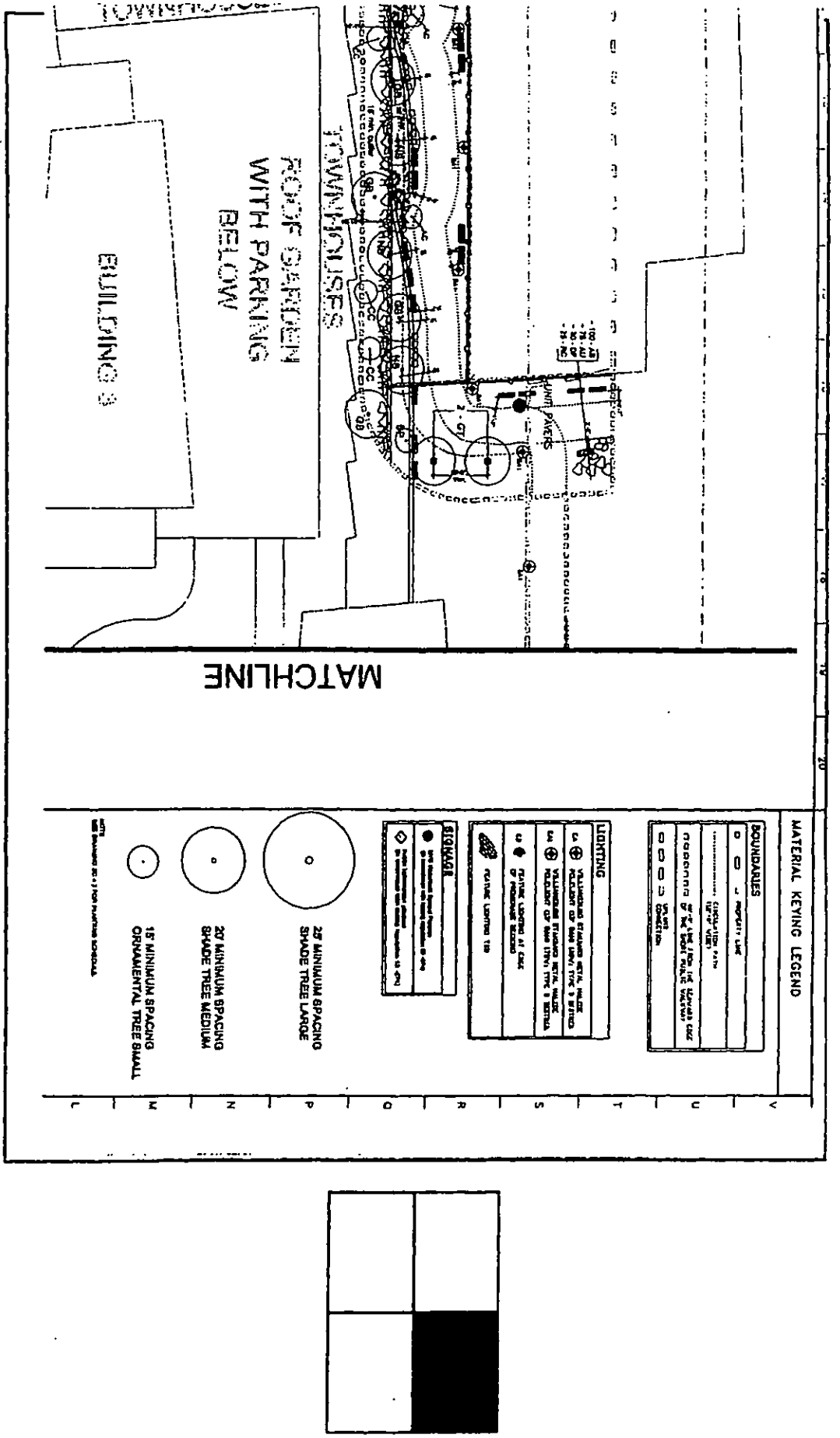
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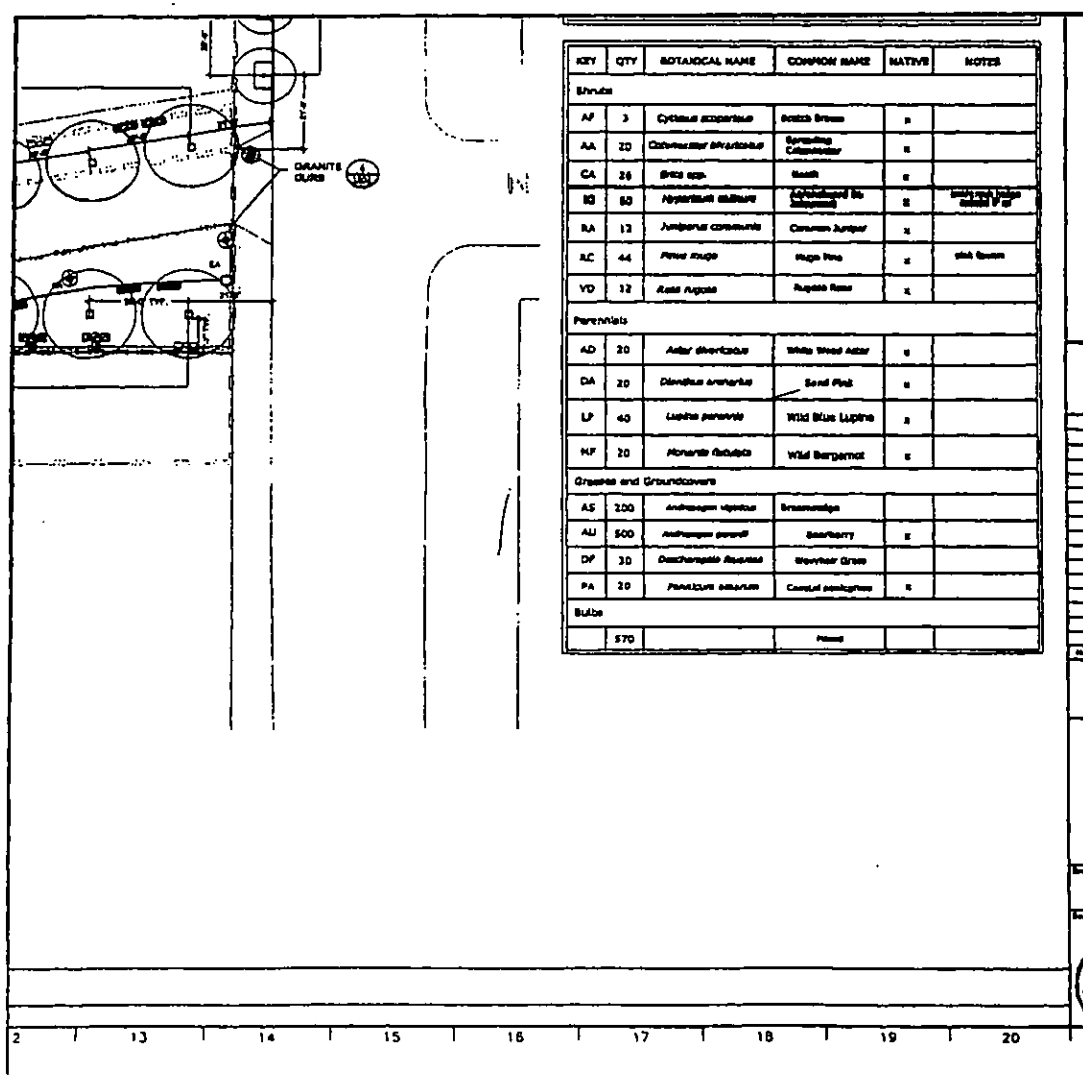



SITE FURNISHINGS KEY
KEY
QTY.
DETAIL DESCRIPTION
LIMIT OF BUFFER ZONE
GRANITE SEATWALL
WOOD DECKING
LOUNGE CHAIR
GRAVEL
WOODEN STEPS AT GAT DOWN
1
DETAILED PLAN


PROPERTY LINE
SHADE STRUCTURE ABOVE
WOOD DECK
RIP RAP




ROOF GARDEN
WITH PARKING
BELOW
BUILDING 3
TOWNHOUSES
MATCHLINE
MATERIAL KEYING LEGEND
BOUNDARIES
LIGHTING
SIGNAGE
25' MINIMUM SPACING
SHADE TREE LARGE
20' MINIMUM SPACING
SHADE TREE MEDIUM
15' MINIMUM SPACING
ORNAMENTAL TREE SMALL



KEY	QTY	BOTANICAL NAME	COMMON NAME	NATIVE	NOTES
Shrubs					
AF	3	Cytisus scoparius	Scotch Broom	N	
AA	20	Calamagrostis brachytricha	Spreading Calamagrostis	N	
CA	26	Ilex spp.	Holly	N	
IG	60	Hypericum kalmianum	Kalmiana St. Johnswort	N	
RA	13	Juniperus communis	Common Juniper	N	
RC	44	Rosa rugosa	Rugosa Rose	N	Mix Species
VD	12	Rosa rugosa	Rugosa Rose	N	
Perennials					
AD	20	Aster divericatus	White Wood Aster	N	
DA	20	Dianthus arenarius	Sand Pink	N	
LP	40	Lupinus perennis	Wild Blue Lupine	N	
MF	20	Monarda fistulosa	Wild Bergamot	N	
Grasses and Groundcovers					
AS	200	Andropogon virginicus	Broomsedge		
AU	500	Andropogon gerardii	Beardgrass	N	
DF	30	Deschampsia flexuosa	Wavyhair Grass		
PA	20	Panicum amarum	Coastal panicgrass	N	
Bulbs					
	570		Mixed		

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	KENT AVENUE DRAFT MAP FINAL CITY PLANNING SUBMISSION	04.17.08
	KENT AVENUE DRAFT MAP CITY PLANNING SUBMISSION	03.31.08
	KENT AVENUEMAP CITY PLANNING SUBMISSION	02.26.08
	KENT AVENUE MAP CITY PLANNING SUBMISSION	10.15.07
No.	REVISIONS/SUBMISSIONS	Date

164 KENT AVE

164 KENT AVE, WILLIAMSBURG BROOKLYN, NY

FOOTE ARCHITECTS, PC

McLAREN ENGINEERING GROUP - STRUCTURAL CONSULTANT

COSENTINI ASSOCIATES - MECHANICAL CONSULTANT

LANGAN ENGINEERING - CIVIL ENGINEER

DONNA WALCAVAGE LANDSCAPE ARCHITECTURE - LANDSCAPE ARCHITECTURE

Drawing Title: DETAILED PLAN 2

Seal

Drawn: AK, RH, MW

Checked: TF

Approved: DW

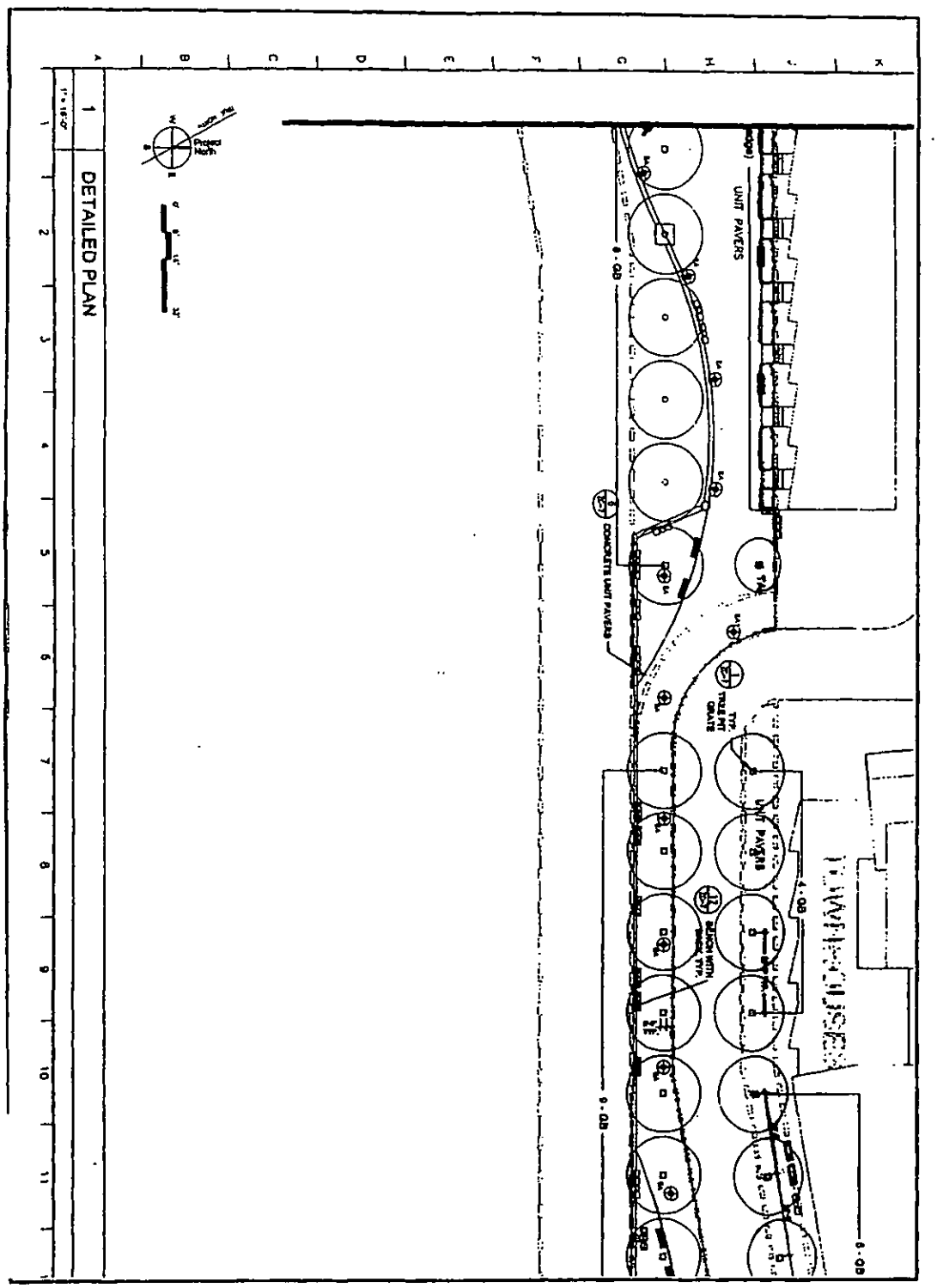
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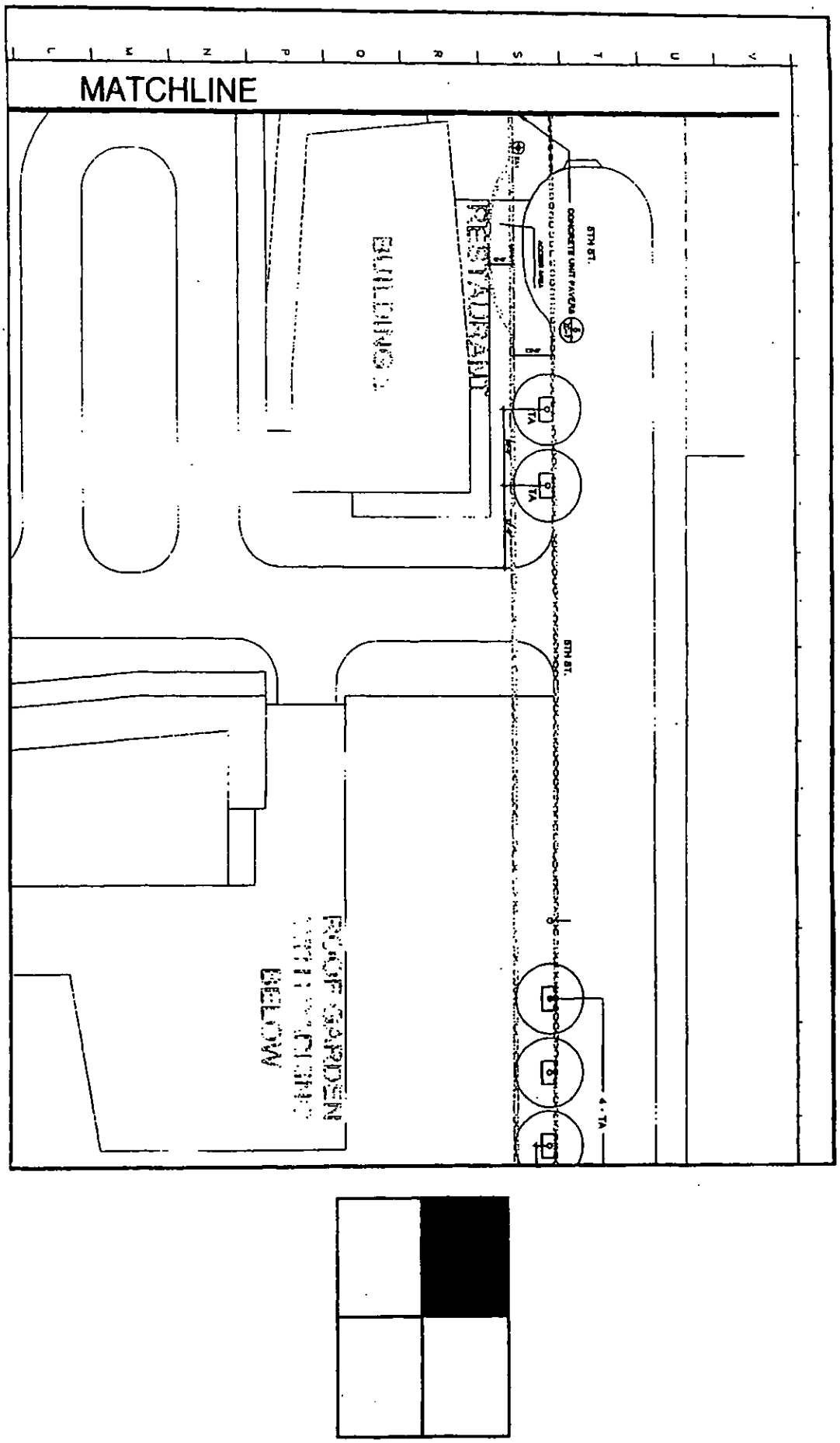
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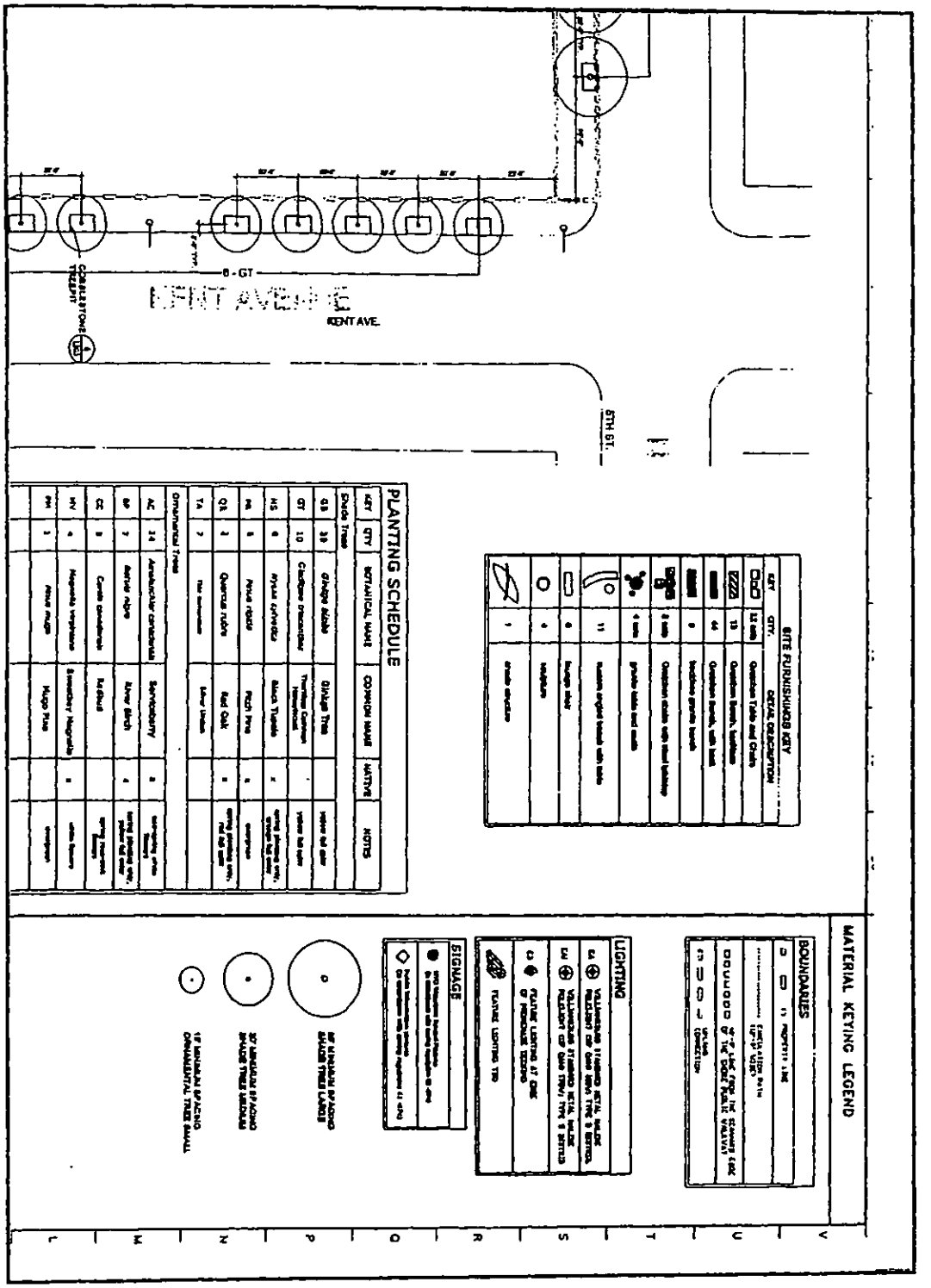
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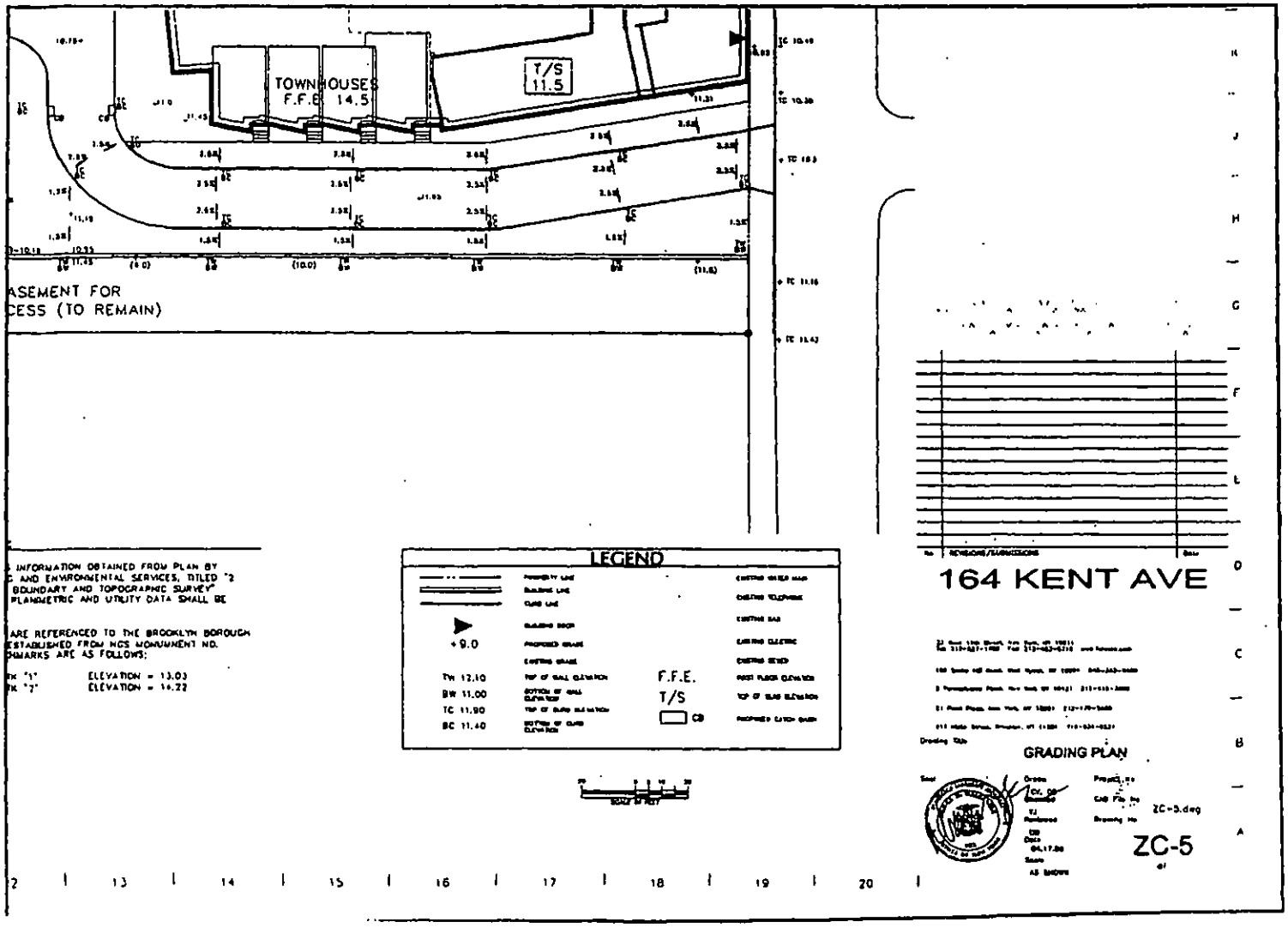
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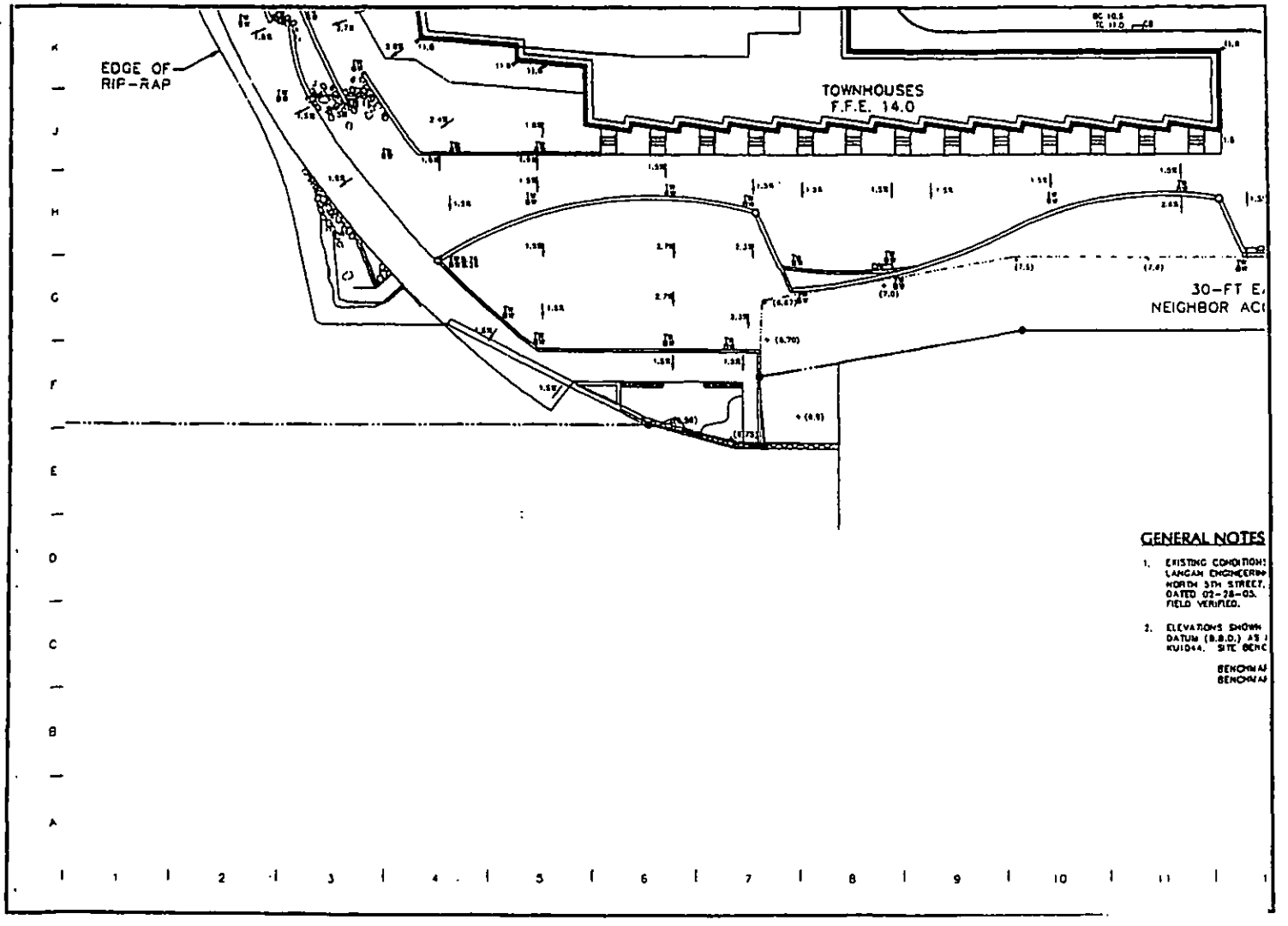
Drawing No. ZC-4.2 of

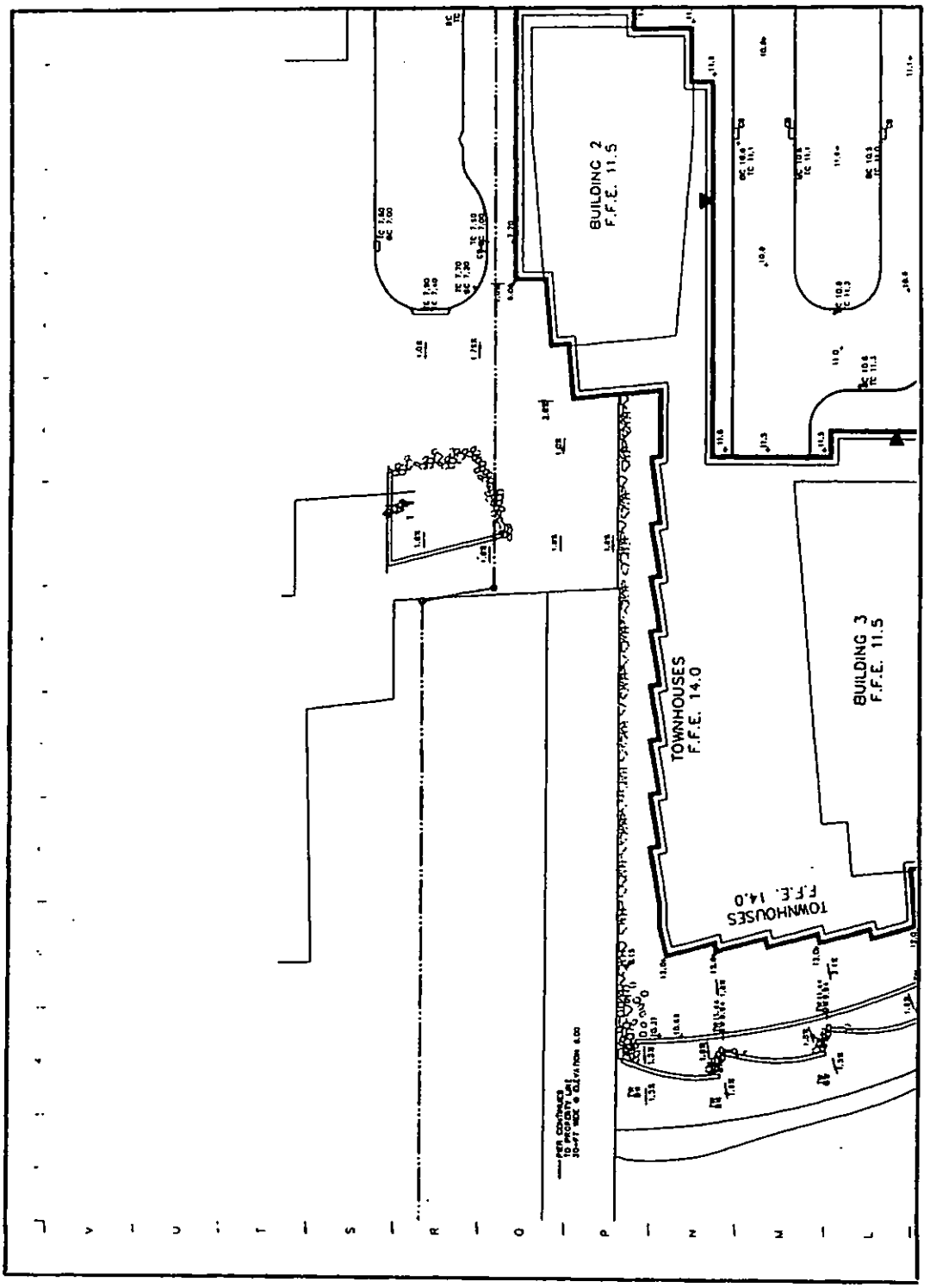

DETAILED PLAN
UNIT PAVERS
CONCRETE UNIT PAVERS
TILE INT GRATE
UNIT PAVERS
6-00
6-00
6-00

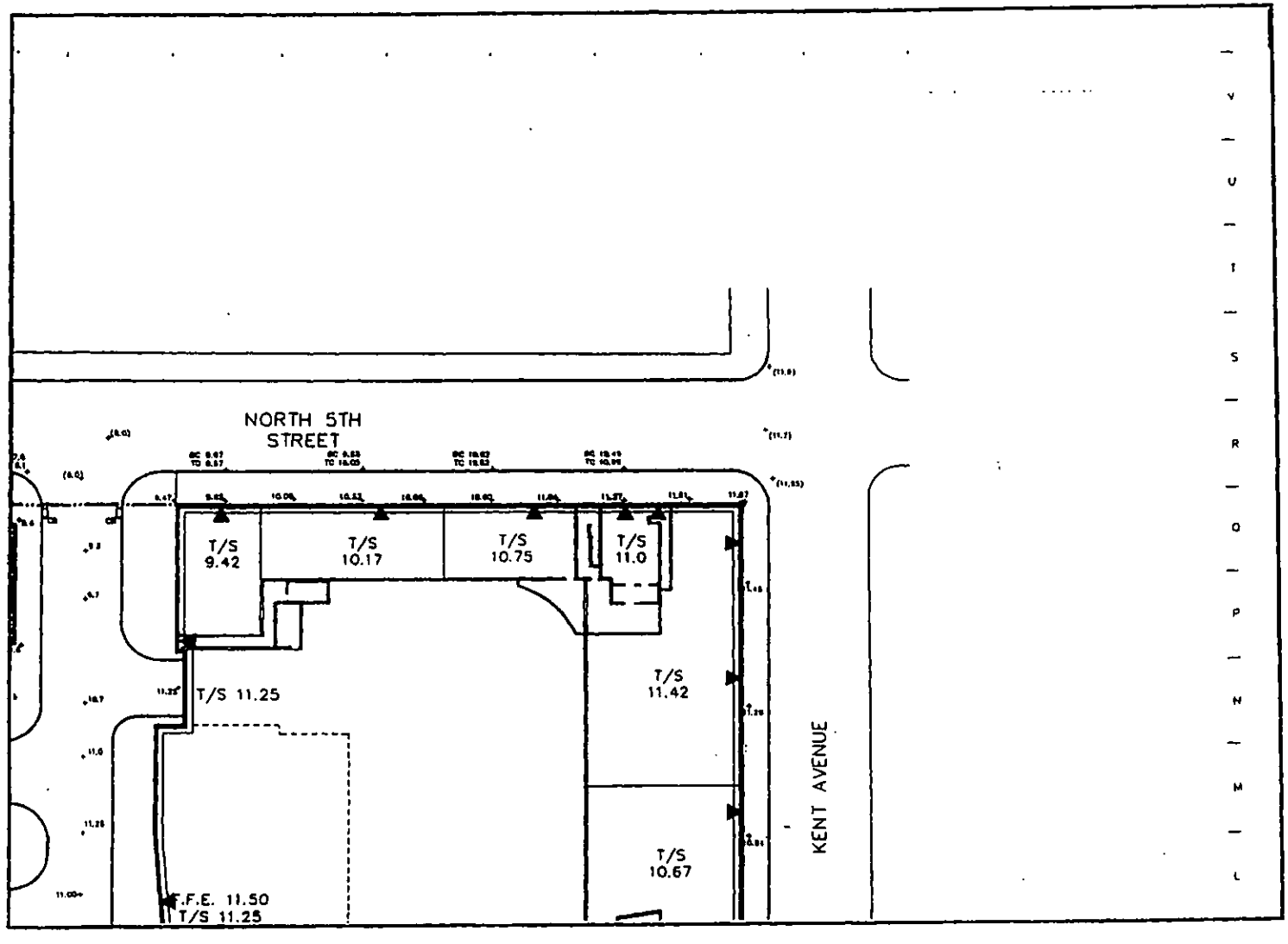

MATCHLINE
BUILDING
5TH ST.
5TH ST.
4 - TA

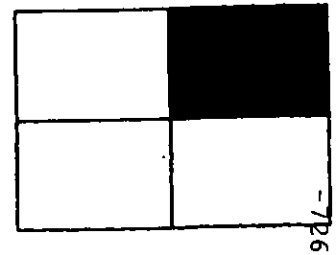

KENT AVE.
8TH ST.
8 - GT
CORNERSTONE TREE PIT
SITE FURNISHINGS KEY
MATERIAL KEYING LEGEND
BOUNDARIES
LIGHTING
SIGNAGE
PLANTING SCHEDULE
Shade Trees
Ornamental Trees
GINKGO BILOBA
Ginkgo Tree
QUERCUS RUBRA
Red Oak
PYRUS CALLERYANA
Bradford Pear
ACER RUBRUM
Red Maple
CERCIS CANADENSIS
Redbud
HAMAMELIS VIRGINIANA
Eastern Witch Hazel
PRUNUS SERRULATA
Kwanzan Cherry
AMELANCHIER CANADENSIS
Serviceberry
BETULA NIGRA
River Birch
MAGNOLIA VIRGINIANA
Sweetbay Magnolia
PRUNUS MUME
Mume Plum
30' MINIMUM SPACING
SHADE TREES LARGE
20' MINIMUM SPACING
SHADE TREES MEDIUM
15' MINIMUM SPACING
ORNAMENTAL TREE SMALL

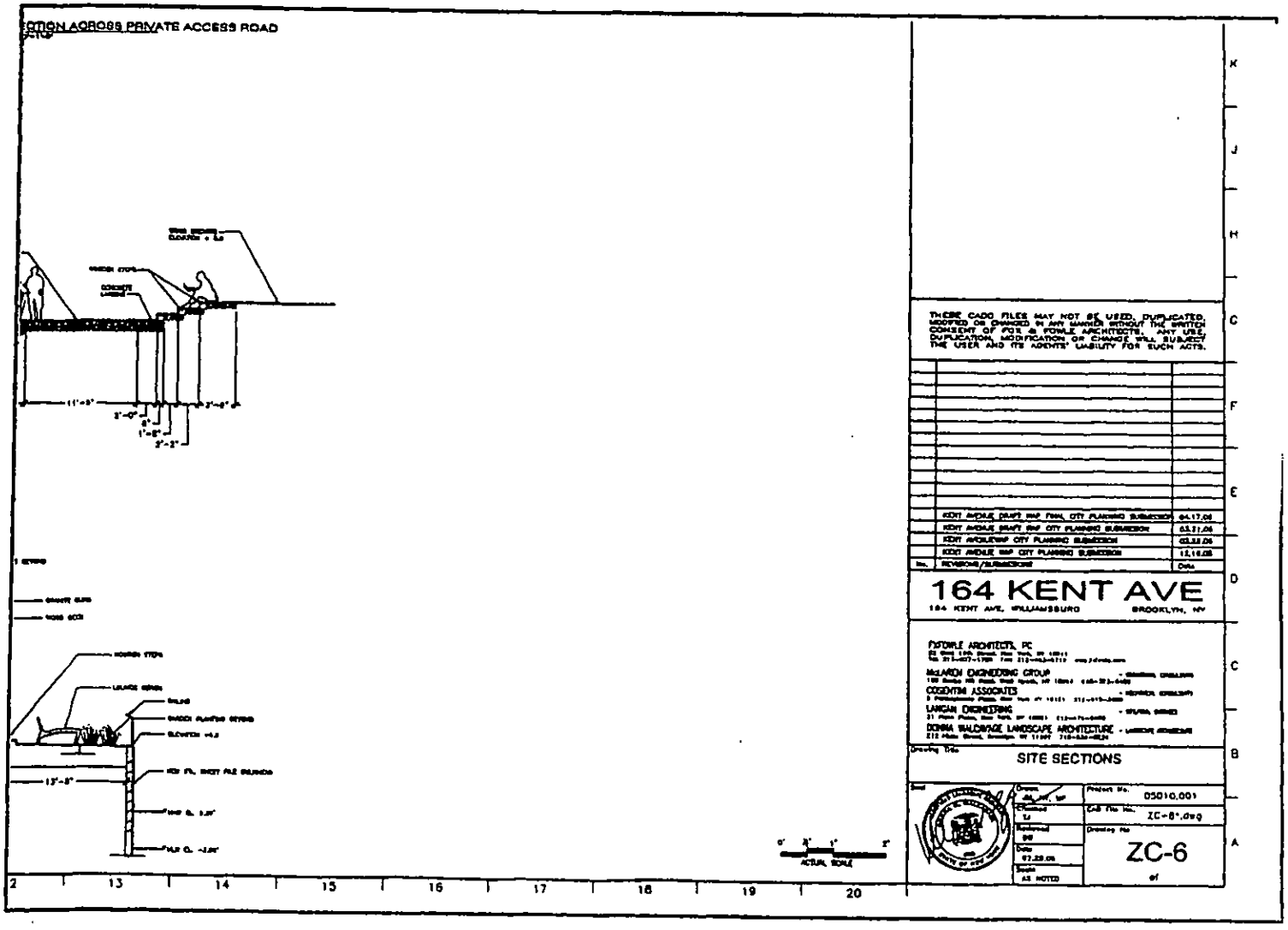

TOWNHOUSES
F.F.E. 14.5
T/S
11.5
ASEMENT FOR
CESS (TO REMAIN)
INFORMATION OBTAINED FROM PLAN BY
AND ENVIRONMENTAL SERVICES, TITLED "2
BOUNDARY AND TOPOGRAPHIC SURVEY"
PLANIMETRIC AND UTILITY DATA SHALL BE
ARE REFERENCED TO THE BROOKLYN BOROUGH
ESTABLISHED FROM NGS MONUMENT NO.
MARKS ARE AS FOLLOWS:
"1" ELEVATION = 13.03
"2" ELEVATION = 14.22
LEGEND
+9.0
TW 12.10
BW 11.00
TC 11.90
EC 11.40
F.F.E.
T/S
CB
REVISIONS/SUBMISSIONS
164 KENT AVE
GRADING PLAN
ZC-5.dwg
ZC-5
12
13
14
15
16
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18
19
20

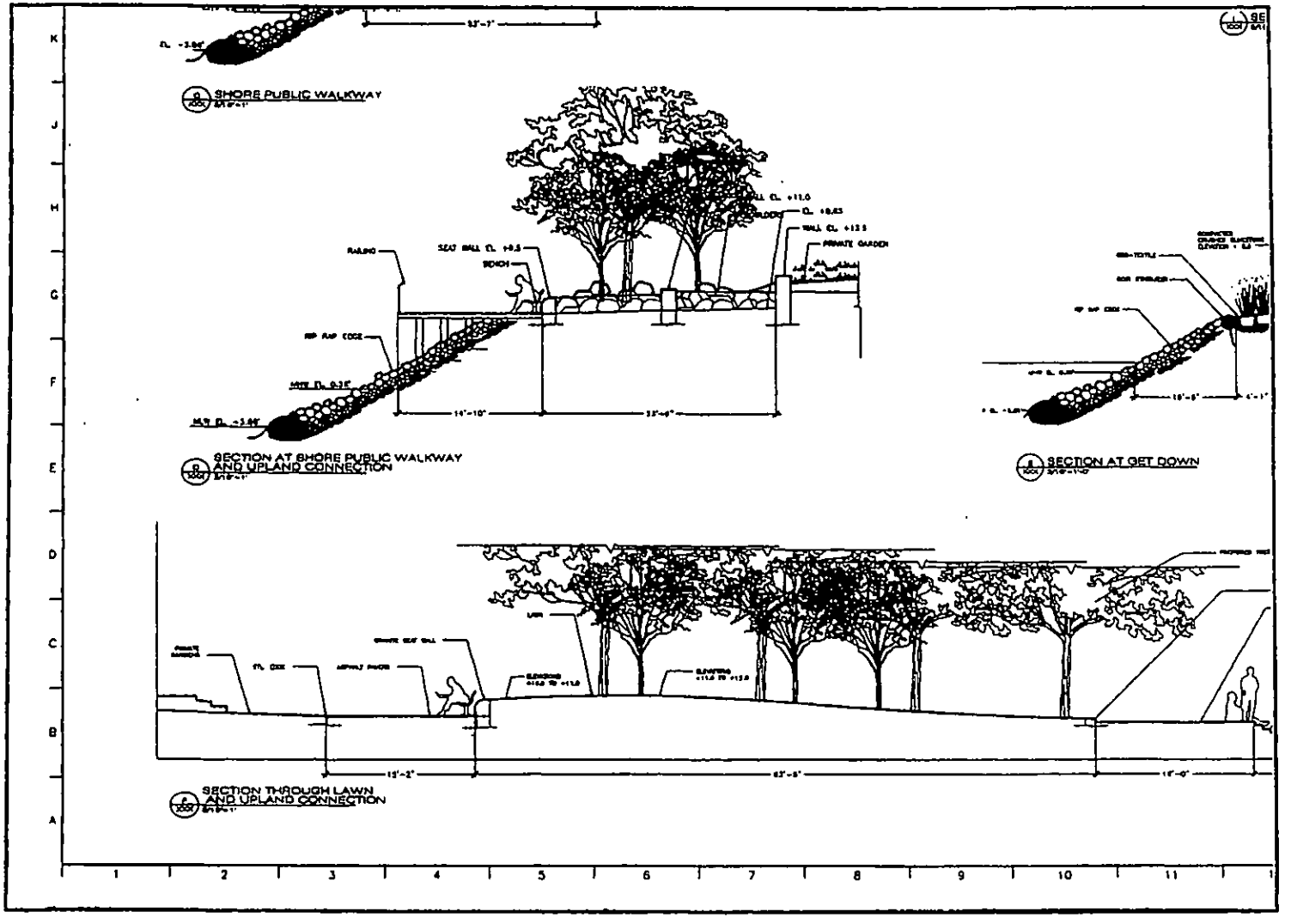

EDGE OF
RIP-RAP
TOWNHOUSES
F.F.E. 14.0
30-FT E
NEIGHBOR AC
GENERAL NOTES
1. EXISTING CONDITION
LANGAN ENGINEERIN
NORTH 5TH STREET,
DATED 02-28-05.
FIELD VERIFIED.
2. ELEVATIONS SHOWN
DATUM (B.B.D.) AT
KUIDAA. SITE BENC
BENCHMA
BENCHMA
K
J
H
G
F
E
D
C
B
A
1
2
3
4
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11

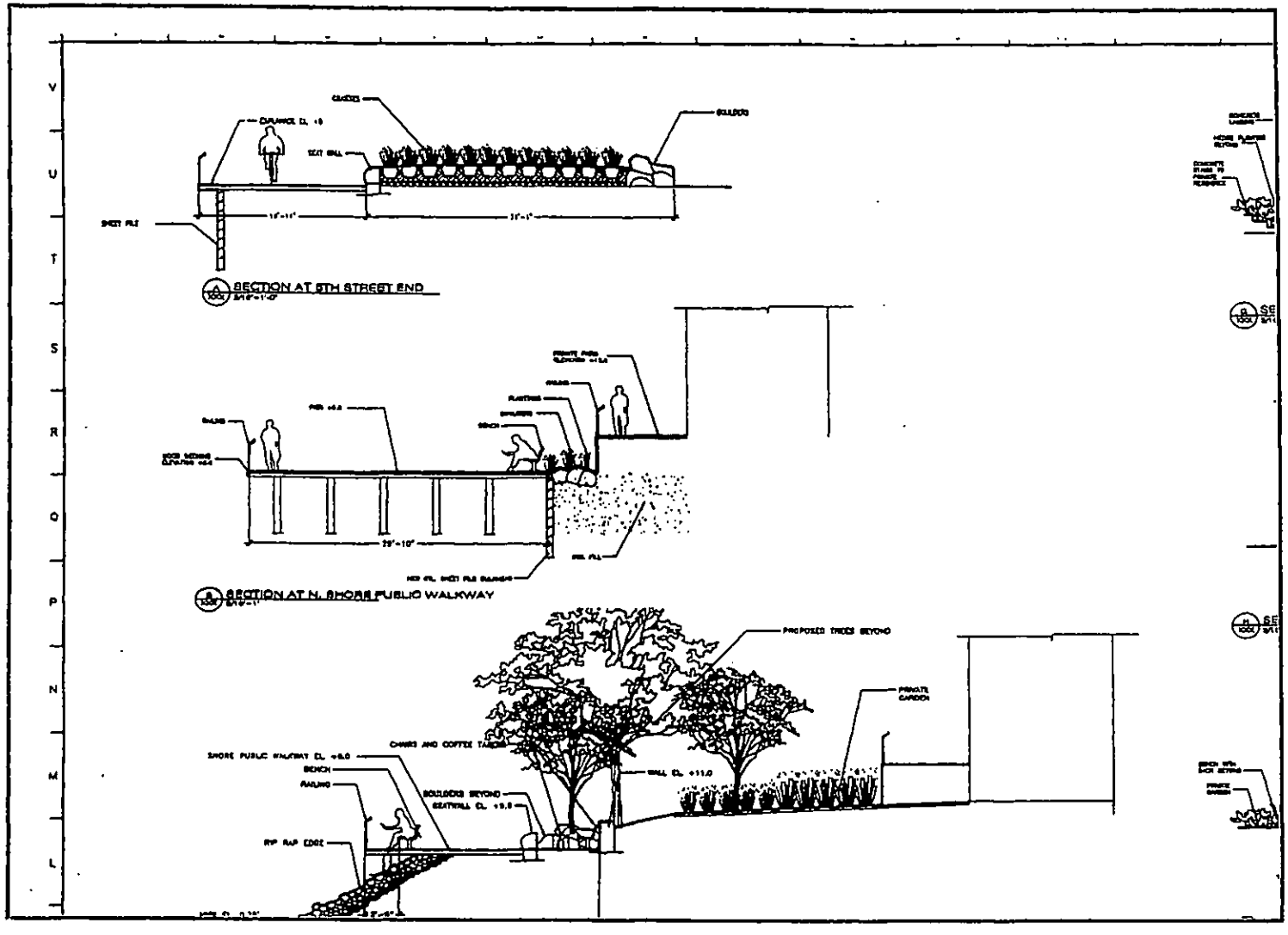

BUILDING 2
F.F.E. 11.5
TOWNHOUSES
F.F.E. 14.0
BUILDING 3
F.F.E. 11.5
TOWNHOUSES
F.F.E. 14.0

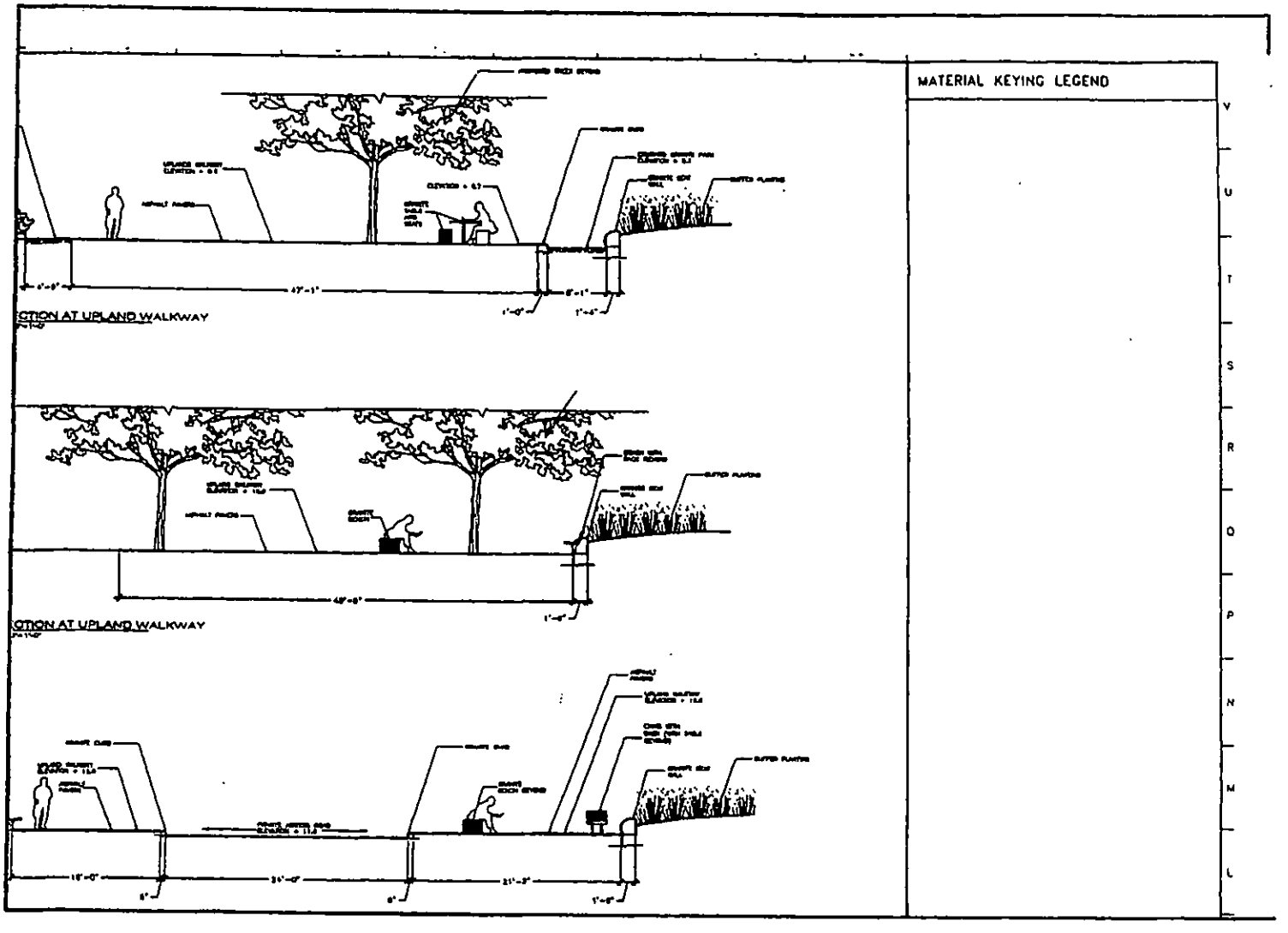

NORTH 5TH
STREET
T/S
9.42
T/S
10.17
T/S
10.75
T/S
11.0
T/S 11.25
T/S
11.42
T/S
10.67
KENT AVENUE
F.F.E. 11.50
T/S 11.25

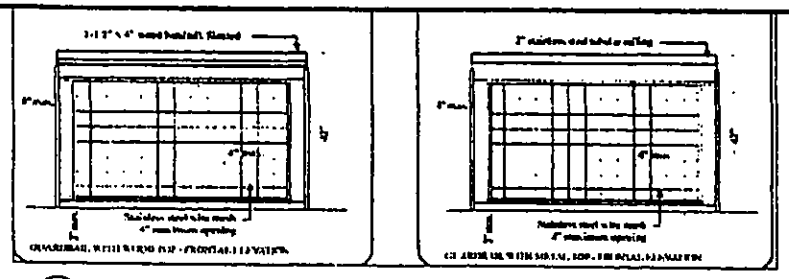



SECTION ACROSS PRIVATE ACCESS ROAD
SECTION
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KENT AVENUE DRAFT RAP FINAL CITY PLANNING SUBMISSION 04.17.06
KENT AVENUE DRAFT RAP CITY PLANNING SUBMISSION 03.21.06
KENT AVENUE RAP CITY PLANNING SUBMISSION 03.23.06
KENT AVENUE RAP CITY PLANNING SUBMISSION 12.16.05
No. REVISIONS/SUBMISSIONS Date
164 KENT AVE
164 KENT AVE, WILLIAMSBURG BROOKLYN, NY
FOX FOWLE ARCHITECTS, PC
McLAREN ENGINEERING GROUP
COSENTINI ASSOCIATES
LANGAN ENGINEERING
DERRIK BALDRIDGE LANDSCAPE ARCHITECTURE
Drawing Title
SITE SECTIONS
Seal
Drawn
Checked
TJ
Reviewed
Date
Scale
AS NOTED
Project No. 05010.001
CAD File No. ZC-6*.dwg
Drawing No.
ZC-6
of
ACTUAL SCALE
2 13 14 15 16 17 18 19 20
K J H G F E D C B A

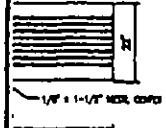

SHORE PUBLIC WALKWAY
SECTION AT SHORE PUBLIC WALKWAY AND UPLAND CONNECTION
SECTION AT GET DOWN
SECTION THROUGH LAWN AND UPLAND CONNECTION


SECTION AT 8TH STREET END
SECTION AT N. SHORE PUBLIC WALKWAY
PROPOSED TREES BEYOND
PRIVATE GARDEN
CHAIRS AND COFFEE TABLES
SHORE PUBLIC WALKWAY EL. +8.0
BENCH
RAILING
BOULDERS BEYOND
RIP RAP EDGE
WALL EL. +11.0


MATERIAL KEYING LEGEND
CTION AT UPLAND WALKWAY
CTION AT UPLAND WALKWAY



9 GUARDRAIL
NTS



1/8" x 1-1/2" MTL COPES OTW



3" TYP.



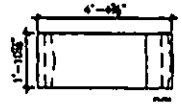
DOT ALUMINUM STRIP AND SUPPORT

1'-0"

3/4" DIA. HOLES FOR ANCHORS OR GLIDES

END VIEW

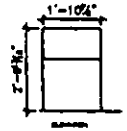
:KLESS BENCH



1'-10½"

1'-10⅝"





2'-0⅛"

14 LOUNGE CHAIR
1/2"=1'-0"

THESE CADD FILES MAY NOT BE USED, DUPLICATED, MODIFIED OR CHANGED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF FOX & FOWLE ARCHITECTS. ANY USE, DUPLICATION, MODIFICATION OR CHANGE WILL SUBJECT THE USER AND ITS AGENTS' LIABILITY FOR SUCH ACTS.

	KENT AVENUE DRAFT SHP FINAL CITY PLANNING SUBMISSION	04.17.08
	KENT AVENUE DRAFT SHP CITY PLANNING SUBMISSION	03.31.08
	KENT AVENUE CITY PLANNING SUBMISSION	03.28.08
	KENT AVENUE WIP CITY PLANNING SUBMISSION	11.16.07
no.	REVISIONS/SUBMISSIONS	date

164 KENT AVE

164 KENT AVE, WILLIAMSBURG BROOKLYN, NY

FOX & FOWLE ARCHITECTS, PC

McLAREN ENGINEERING GROUP

COSENTINI ASSOCIATES

LANGAN ENGINEERING

DONNA WALCAVAGE LANDSCAPE ARCHITECTURE

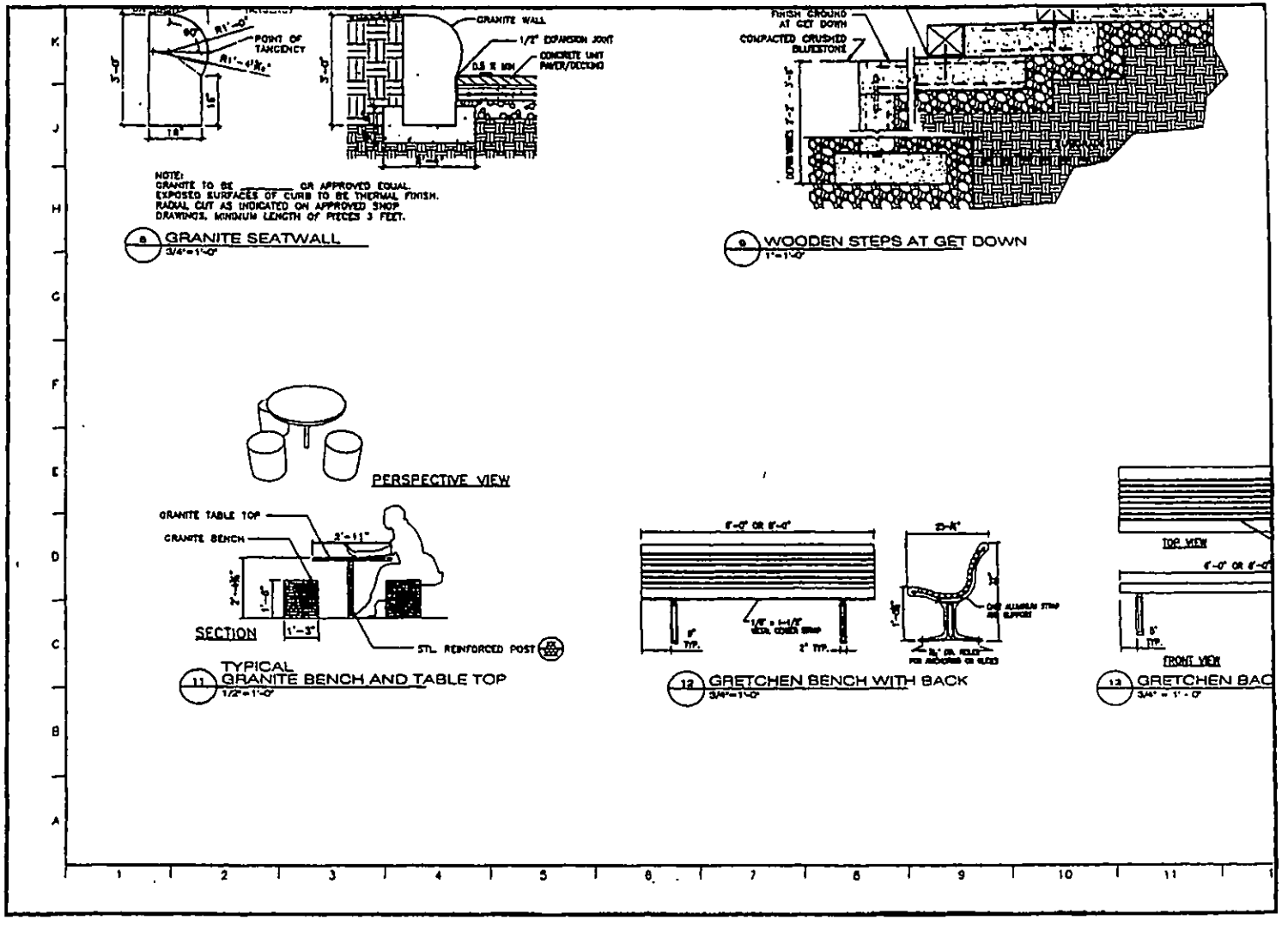
Drawing Title: SITE DETAILS

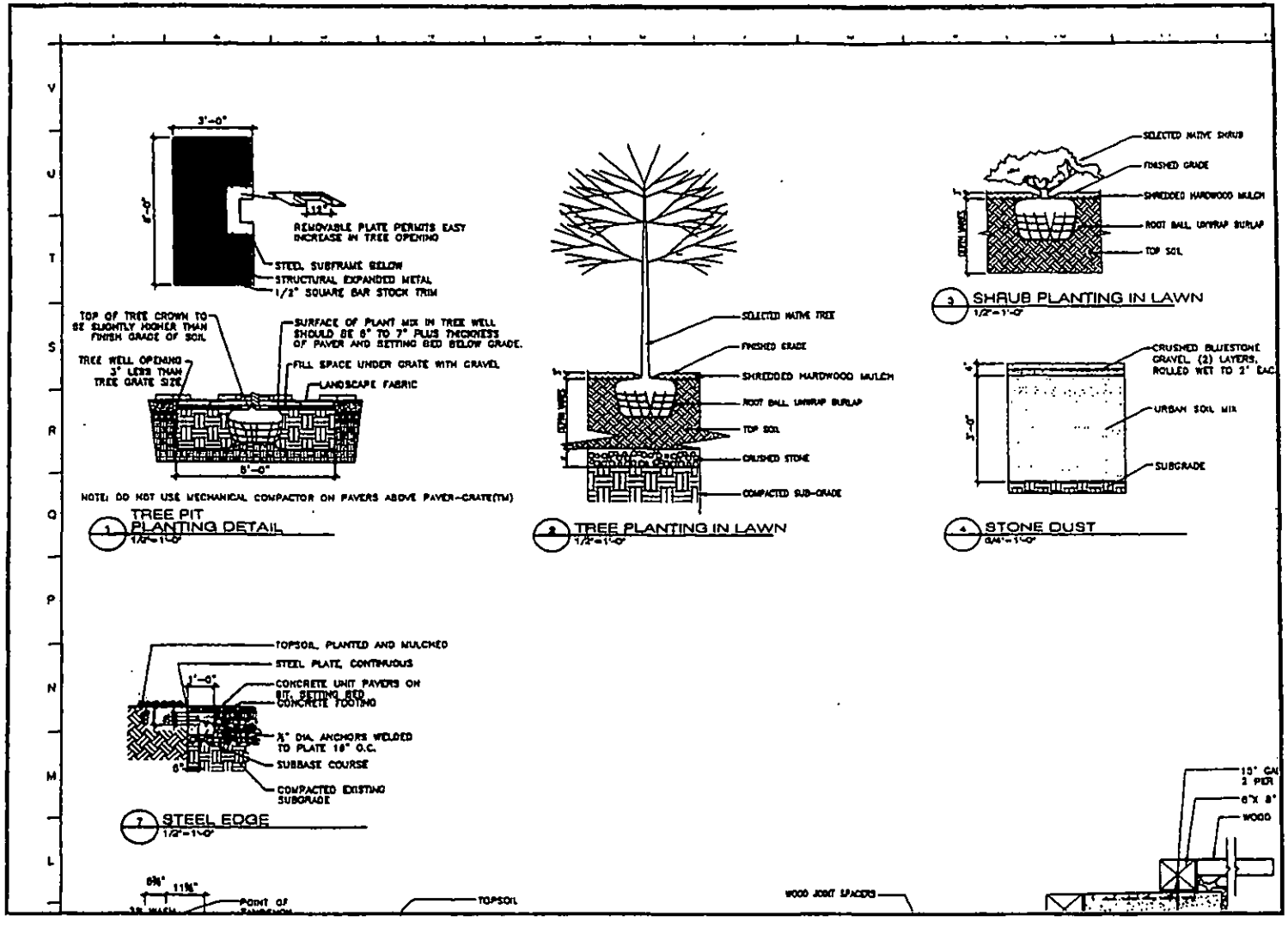
Drawn:	JM, AY, MP
Checked:	TJ
Reviewed:	GW
Date:	07.28.08
Scale:	as noted
Project no.	05010.001
CAD file no.	ZC-07.dwg
Drawing no.	ZC-7
of	

ACTUAL SCALE

2 13 14 15 16 17 18 19 20

K J H G F E D C B A


POINT OF TANGENCY
GRANITE WALL
1/2" EXPANSION JOINT
CONCRETE UNIT PAVER/DECKING
NOTE:
GRANITE TO BE _____ OR APPROVED EQUAL.
EXPOSED SURFACES OF CURB TO BE THERMAL FINISH.
RADIAL CUT AS INDICATED ON APPROVED SHOP DRAWINGS. MINIMUM LENGTH OF PIECES 3 FEET.
8 GRANITE SEATWALL
3/4"=1'-0"
FINISH GROUND AT GET DOWN
COMPACTED CRUSHED BLUESTONE
9 WOODEN STEPS AT GET DOWN
1"=1'-0"
PERSPECTIVE VIEW
GRANITE TABLE TOP
GRANITE BENCH
SECTION
STL. REINFORCED POST
11 TYPICAL GRANITE BENCH AND TABLE TOP
1/2"=1'-0"
12 GRETCHEN BENCH WITH BACK
3/4"=1'-0"
TOP VIEW
FRONT VIEW
13 GRETCHEN BAC
3/4" = 1'-0"


3'-0"
6'-0"
REMOVABLE PLATE PERMITS EASY INCREASE IN TREE OPENING
STEEL SUBFRAME BELOW
STRUCTURAL EXPANDED METAL
1/2" SQUARE BAR STOCK TRIM
TOP OF TREE CROWN TO BE SLIGHTLY HIGHER THAN FINISH GRADE OF SOIL
TREE WELL OPENING 3" LESS THAN TREE GRATE SIZE
SURFACE OF PLANT MIX IN TREE WELL SHOULD BE 6" TO 7" PLUS THICKNESS OF PAVER AND SETTING BED BELOW GRADE.
FILL SPACE UNDER GRATE WITH GRAVEL
LANDSCAPE FABRIC
5'-0"
NOTE: DO NOT USE MECHANICAL COMPACTOR ON PAVERS ABOVE PAVER-CRATE(TM)
1 TREE PIT PLANTING DETAIL
SELECTED NATIVE TREE
FINISHED GRADE
SHREDDED HARDWOOD MULCH
ROOT BALL UNWRAP BURLAP
TOP SOIL
CRUSHED STONE
COMPACTED SUB-GRADE
2 TREE PLANTING IN LAWN
SELECTED NATIVE SHRUB
FINISHED GRADE
SHREDDED HARDWOOD MULCH
ROOT BALL UNWRAP BURLAP
TOP SOIL
3 SHRUB PLANTING IN LAWN
CRUSHED BLUESTONE GRAVEL (2) LAYERS, ROLLED WET TO 2" EAC
URBAN SOIL MIX
SUBGRADE
4 STONE DUST
TOPSOIL, PLANTED AND MULCHED
STEEL PLATE, CONTINUOUS
CONCRETE UNIT PAVERS ON BIT. SETTING BED
CONCRETE FOOTING
1" DIA. ANCHORS WELDED TO PLATE 18" O.C.
SUBBASE COURSE
COMPACTED EXISTING SUBGRADE
7 STEEL EDGE
TOPSOIL
WOOD JOIST SPACERS
WOOD

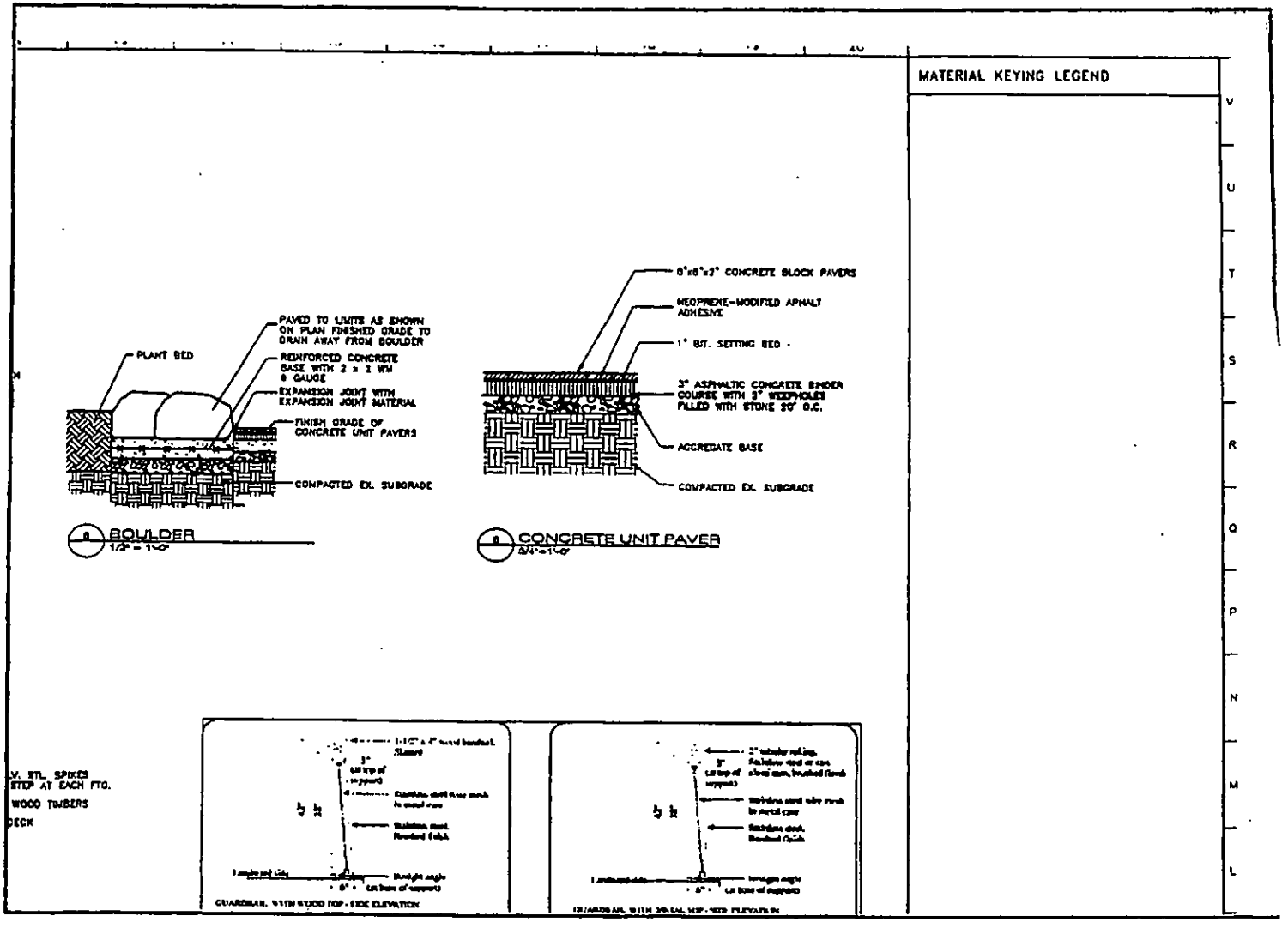

MATERIAL KEYING LEGEND
PLANT BED
PAVED TO LIMITS AS SHOWN ON PLAN FINISHED GRADE TO DRAIN AWAY FROM BOULDER
REINFORCED CONCRETE BASE WITH 2 x 2 WM 6 GAUGE
EXPANSION JOINT WITH EXPANSION JOINT MATERIAL
FINISH GRADE OF CONCRETE UNIT PAVERS
COMPACTED EX. SUBGRADE
BOULDER
1/2" = 1'-0"
8"x8"x2" CONCRETE BLOCK PAVERS
NEOPRENE-MODIFIED APHALT ADHESIVE
1" SAT. SETTING BED -
3" ASPHALTIC CONCRETE BINDER COURSE WITH 3" WEEPHOLES FILLED WITH STONE 20' O.C.
AGGREGATE BASE
COMPACTED EX. SUBGRADE
CONCRETE UNIT PAVER
3/4"=1'-0"
V. STL. SPIKES
STEP AT EACH FTG.
WOOD TIMBERS
DECK

EXHIBIT H

PERMITTED ENCUMBRANCES

1. Grant dated February 29, 1892 made by the People of the State of New York to The Pennsylvania Railroad Company recorded in the Office of the Register, County of Kings in Liber 2101 of Deeds at Page 493, and recorded in Book 47 of Patents at page 68 of the records of the State of New York, Albany, New York.

2. Grant dated February 29, 1892 made by the People of the State of New York to Theodore A. Havermeyer, Henry Havermeyer and Charles Havermeyer recorded in the office of the Register, County of Kings in Liber 2101 of Deeds at Page 494, and recorded in Book 47 of Patents at page 61 of the records of the State of New York, Albany, New York.

3. Agreement dated 10/101962 between Brooklyn Eastern District Terminal -and- The City of New York, recorded on 6/28/1962 in Liber 9028 Cp 246. (Re: The discontinuance and closing of North 4th Street west of Kent Avenue).

4. Easement for Railroad purposes as reserved in Deed dated 9/16/1965 between Brooklyn Eastern District Terminal to Independent Scrap Iron & Metal Corporation, recorded on 9/29/1965 in Liber 9435 Cp 244, as modified by Agreement dated 8/6/1975 recorded on 9/19/1975 in Reel 797 Page 1689.

5. Riparian rights and easements of others over the East River are excepted.

6.. Right of the United States of America to take land without compensation now or formerly under the waters of the East River outshore of the line delineated as "Limit of Solid Fill".

7. Right of the United States of America to take land without compensation now or formerly under the waters of the East River westerly of the line delineated as "Limit of Fill as per Permit".

Exceptions 1-4 above shall be considered Permitted Encumbrances only if the title commitment includes affirmative insurance from the Title Company that (a) the covenants and restrictions set forth therein have not been violated and the future violations will not result in a forfeiture or reversion of title and (b) the easements will not interfere with the use and enjoyment of the premises.

In addition, Exceptions 1-2 above relating to the rights under Letter Patent by the People of the State of New York shall be considered Permitted Encumbrances only if the title commitment includes affirmative insurance from the Title Company (a) against forfeiture or reversion of title and (b) against monetary loss by reason of an action to enjoin the development or the forced

removal of any buildings or other structures on the Insured Premises by the People of the State of New York.

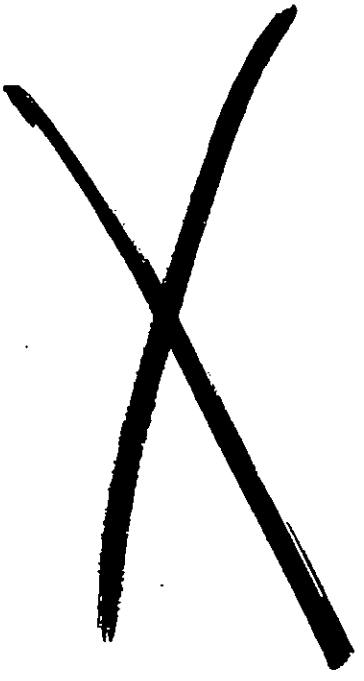
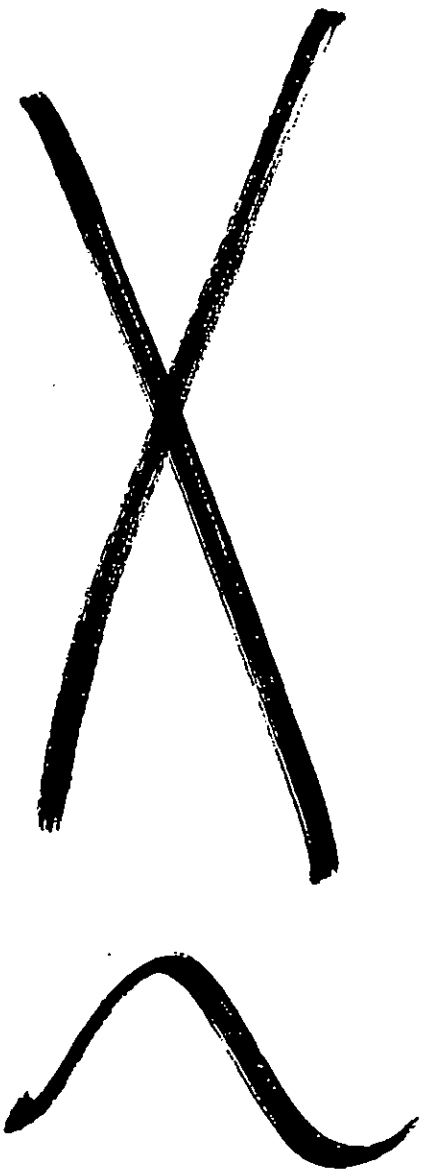




EXHIBIT I

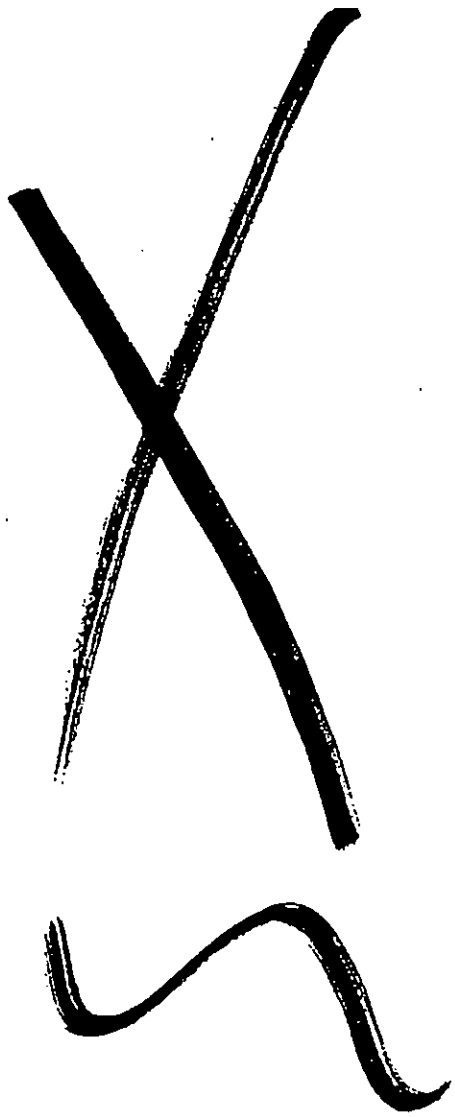
SCHEDULE



Action	Date
Submit pier application to DEC	March 24, 2006
DEC review of application	March 2006 to September 2006
DEC comments Received	April 24, 2006
Submit 50% dwgs to DPR	May 1, 2006
Submit 80% dwgs to DPR	June 15, 2006
Submit final dwgs/specs to DPR	August 15, 2006
Final Sign off from DPR	October 15, 2006
DEC Approval	October 15 2006
Start construction of pier	November 1, 2006
Construction period	November 2006 to October 2007
First TCO for Building 1-B	October 2007
First Final C of O for Building 1-B	February 2008

EXHIBIT J

FORM OF NOTICE OF SUBSTANTIAL COMPLETION



[Letterhead-of the Commissioner of Parks & Recreation]

[Date]

NOTICE OF SUBSTANTIAL COMPLETION

Kent Avenue Property 1-A LLC
Kent Avenue Property 1-B LLC
Kent Avenue Property 2 LLC
Kent Avenue Property 3 LLC
Kent Avenue Garage 1 LLC
c/o L & M Equity Participants Ltd.
1865 Palmer Avenue, Suite 203
Larchmont, NY 10583

Re: 164 Kent Avenue (Block 2340, Lots 1 to 8), Brooklyn, New York

Dear Mr. Moelis:

This letter constitutes the Notice of Substantial Completion of the _____ pursuant to Section 5.2 of the Restrictive Declaration between Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC and Kent Avenue Garage 1 LLC) dated as of April , 2006 (the "Declaration").

Undefined capitalized terms shall have the meaning set forth in the Declaration.

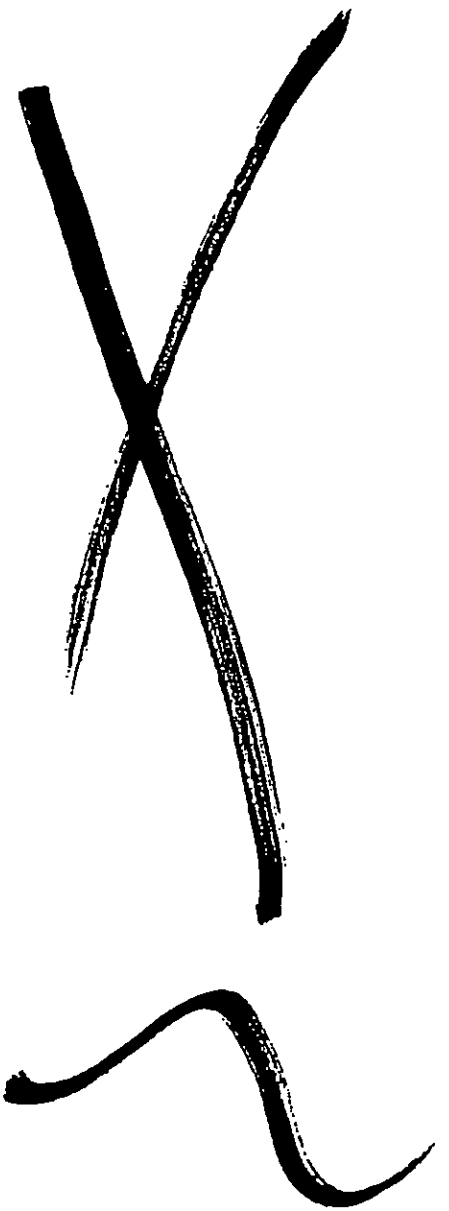
Yours very truly,

_____
Commissioner of Parks & Recreation

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE TO THE CERTIFICATION BEING ISSUED]

EXHIBIT K

FORM OF NOTICE OF FINAL COMPLETION



[Letterhead-of the Commissioner of Parks & Recreation]

[Date]

NOTICE OF FINAL COMPLETION

Kent Avenue Property 1-A LLC
Kent Avenue Property 1-B LLC
Kent Avenue Property 2 LLC
Kent Avenue Property 3 LLC
Kent Avenue Garage 1 LLC
c/o L & M Equity Participants Ltd.
1865 Palmer Avenue, Suite 203
Larchmont, NY 10583

Re: 164 Kent Avenue (Block 2340, Lots 1 to 8), Brooklyn, New York

Dear Mr. Moelis:

This letter constitutes the Notice of Final Completion of the _____ pursuant to Section 5.2 of the Restrictive Declaration between Kent Avenue Property 1-A LLC, Kent Avenue Property 1-B LLC, Kent Avenue Property 2 LLC, Kent Avenue Property 3 LLC and Kent Avenue Garage 1 LLC) and the City of New York dated as of April , 2006 (the "Declaration").

Undefined capitalized terms shall have the meaning set forth in the Declaration.

Yours very truly,

_____
Commissioner of Parks & Recreation

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE TO THE CERTIFICATION BEING ISSUED]

EXHIBIT L

ECB PENALTY SCHEDULE

Penalty	$2,500
Mitigated Penalty	$1,250
Maximum Penalty	$2,500
2nd Offense Penalty	$10,000
Maximum Default Penalty	$10,000

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

744

2006041901016001001ECF35

RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 138

Document ID: 2006041901016001 Document Date: 04-19-2006 Preparation Date: 04-19-2006
Document Type: DECLARATION
Document Page Count: 136

PRESENTER:	**RETURN TO:**
EAST COAST ABSTRACT, INC. - PICKUP SOPHIA ECA39001 100 QUENTIN ROOSEVELT BLVD SUITE 101 GARDEN CITY, NY 11530 516-794-9100	EAST COAST ABSTRACT, INC. - PICKUP SOPHIA ECA39001 100 QUENTIN ROOSEVELT BLVD SUITE 101 GARDEN CITY, NY 11530 516-794-9100

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2340	1	Entire Lot		164 KENT AVENUE
Property Type: OTHER					
Borough	**Block**	**Lot**		**Unit**	**Address**
BROOKLYN	2340	2	Entire Lot		N/A KENT AVENUE
Property Type: OTHER					

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* Document ID_____ *or* _____ Year____ Reel ___ Page ____ *or* File Number_____

PARTIES

PARTY 1:	**PARTY 2:**
KENT AVENUE PROPERTY 1-A LLC C/O L&M EQUITY PARTICIPANTS, LTD., 1865 PALMER AVE. SUITE 203 LARCHMONT, NY 10583	NEW YORK CITY DEPARTMENT OF CITY PLANNING 22 READE STREET NEW YORK, NY 10007

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00

Recording Fee: $	738.00
Affidavit Fee: $	0.00
NYC Real Property Transfer Tax Filing Fee: $	0.00
NYS Real Estate Transfer Tax: $	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK

Recorded/Filed 04-24-2006 13:10
City Register File No.(CRFN):
2006000227373

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2006041901016001001CCDB5

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 138

Document ID: 2006041901016001 Document Date: 04-19-2006 Preparation Date: 04-19-2006
Document Type: DECLARATION

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2340	3	Entire Lot		N/A KENT AVENUE
Property Type:	OTHER				
Borough	**Block**	**Lot**		**Unit**	**Address**
BROOKLYN	2340	4	Entire Lot		N/A KENT AVENUE
Property Type:	OTHER				
Borough	**Block**	**Lot**		**Unit**	**Address**
BROOKLYN	2340	5	Entire Lot		N/A KENT AVENUE
Property Type:	OTHER				
Borough	**Block**	**Lot**		**Unit**	**Address**
BROOKLYN	2340	6	Entire Lot		N/A KENT AVENUE
Property Type:	OTHER				
Borough	**Block**	**Lot**		**Unit**	**Address**
BROOKLYN	2340	7	Entire Lot		N/A KENT AVENUE
Property Type:	OTHER				
Borough	**Block**	**Lot**		**Unit**	**Address**
BROOKLYN	2340	8	Entire Lot		N/A KENT AVENUE
Property Type:	OTHER				

PARTIES

PARTY 1:
KENT AVENUE PROPERTY 1-B LLC
C/O L&M EQUITY PARTICIPANTS, LTD., 1865
PALMER AVE. SUITE 203
LARCHMONT, NY 10583

PARTY 1:
KENT AVENUE PROPERTY 2 LLC
C/O L&M EQUITY PARTICIPANTS, LTD., 1865
PALMER AVE. SUITE 203
LARCHMONT, NY 10583

PARTY 1:
KENT AVENUE PROPERTY 3 LLC
C/O L&M EQUITY PARTICIPANTS, LTD., 1865
PALMER AVE. SUITE 203
LARCHMONT, NY 10583

PARTY 1:
KENT GARAGE 1 LLC
C/O L&M EQUITY PARTICIPANTS, LTD., 1865
PALMER AVE. SUITE 203
LARCHMONT, NY 10583

C

Effective:[See Text Amendments]

Mckinney's Consolidated Laws of New York Annotated Currentness
Real Property Law (Refs & Annos)
Chapter 50. Of the Consolidated Laws



Article 9-B. Condominium Act (Refs & Annos)



§ 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 once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other

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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.

CREDIT(S)

(Added L.1998, c. 422, § 3, eff. July 22, 1998.)

HISTORICAL AND STATUTORY NOTES

2006 Main Volume

L.1998, c. 422 legislation

L.1998, c. 422, § § 4 and 5, provide:

"§ 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."

Derivation

General Business Law § 352-e, subd. 2-d as added L.1991, c. 594, § 1.

LEGISLATIVE HISTORIES

L.1998, c. 422: For Legislative, Executive or Judicial memoranda relating to this law, see McKinney's 1998 Session Laws of New York, p. 1834.

LIBRARY REFERENCES

2006 Main Volume



Condominium 12.
Westlaw Topic No. 89A.
C.J.S. Estates § § 198, 218, 221.

RESEARCH REFERENCES

2007 Electronic Pocket Part Update

Encyclopedias

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NY Jur. 2d, Condominiums & Co-Operative Apartments § 129, Procedure for Assumption of Rents.

NY Jur. 2d, Mortgages & Deeds of Trust § 180, Priorities on Assignment.

Forms

Carmody Wait 2d New York Practice with Forms § 83:25, Affidavit in Support of Motion by Defendant Board of Managers of Condominium for Appointment of Temporary Receiver of Rents and Profits of Condominium Unit; Mortgage Foreclosure.

Carmody Wait 2d New York Practice with Forms § 91:21, Common Elements in Condominiums.

McKinney's Forms, Real Property Practice § 3:184, Condominiums, Generally.

McKinney's Forms, Real Property Practice § 5A:115, Priorities.

Treatises and Practice Aids

Mortgages and Mortgage Foreclosure in New York § 22:16, Condominium Liens for Unpaid Common Charges.

New York Condominium & Cooperative Law 2d Ed. § 9:6, Condominium Unit Mortgage and Unpaid Common Charges.

New York Condominium & Cooperative Law 2d Ed. § 11:3, Right to Collect Rents from Subtenants.

Rasch's N.Y. Landlord & Tenant Incl. Summary Proc. § 4:51, Rents.

NOTES OF DECISIONS

Construction and application 1

1. Construction and application

Statute authorizing condominium associations to obtain all rental payments from a tenant if a non-occupying owner rents a unit and fails to make payments due for common charges did not give condominium association's claim for past due common charges and subsequent judgment lien against rent paid by unit holder's tenant priority over mortgagee's claim against the rent under mortgage provision authorizing it to collect rent in event of default under mortgage. Cadlerock Joint Venture, L.P. v. Khan, 2000, 185 Misc.2d 481, 713 N.Y.S.2d 276. Mortgages  151(5)

McKinney's Real Property Law § 339-kk, NY REAL PROP § 339-kk

Current through L.2007, chapters 1 to 678.

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END OF DOCUMENT

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CERTIFICATION OF SPONSOR AND PRINCIPALS OF SPONSOR PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

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

Attention: Investment Protection Bureau

Re: **Condominium Offering Plan**
The 2 Northside Piers Condominium
2 Northside Piers, Brooklyn, New York

Gentlemen:

The undersigned certify as follows:

We are the Sponsor and the principals of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the Offering Plan does; and that all documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

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

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

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

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR: Kent Avenue Property 2, LLC

BY: TMF KENT PARTNERS, LLC, MEMBER

By: _____
David Von Spreckelsen, Manager

Sworn to before me this
27th day of November, 2007

_____
Notary Public

LUZ E. LOPEZ
Notary Public, State of New York
No. 01LO6125084
Qualified in Kings County
Commission Expires 04/04/09

PRINCIPALS OF SPONSOR:

_____
Ronald Moelis

Sworn to before me this
_____ day of _____, 2007

_____
Notary Public

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR: **Kent Avenue Property 2, LLC**

BY: TMF KENT PARTNERS, LLC, MEMBER

By:_____
David Von Spreckelsen, Manager

Sworn to before me this
_____ day of _____, 2007

_____
Notary Public

PRINCIPALS OF SPONSOR:

_____
Ronald Moelis

Sworn to before me this
19th day of November, 2007
Bernice D Smotrich
Notary Public

BERNICE D. SMOTRICH
Notary Public State of New York
No. 4740100
Qualified in Westerchester County
Commission Expires July 31; 2009

Jay Furman

Sworn to before me this
_____ day of _____, 2007

_____
Notary Public

David Von Spreckelsen

Sworn to before me this
_____ day of _____, 2007

_____
Notary Public

Commonwealth of Pennsylvania:
County of Montgomery:

Richard Hartman

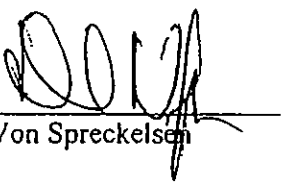
Sworn to before me this
27 day of November, 2007

Martha Fisher
Notary Public
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Martha Fisher, Notary Public
Horsham Twp., Montgomery County
My Commission Expires May 24, 2011
Member, Pennsylvania Association of Notaries

Jay Furman

Sworn to before me this
_____ day of _____, 2007

_____
Notary Public



David Von Spreckelsen

Sworn to before me this
29th day of November, 2007

_____
Notary Public

LUZ E. LOPEZ
Notary Public, State of New York
No. 01LO6125084
Qualified in Kings County
Commission Expires 04/04/09

Richard Hartman

Sworn to before me this
_____ day of _____, 2007

_____
Notary Public

CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

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

Re: **Condominium Offering Plan**
The 2 Northside Piers Condominium
2 Northside Piers, Brooklyn, New York

Gentlemen:

The Sponsor of the offering to convert the captioned property (the "Property") to condominium ownership retained our firm to prepare a report describing the construction of the Property (the "Report"). We examined the building plans and specifications that were prepared by FXFOWLE ARCHITECTS, Langan Engineering, Axis Design Group, Marino Gerazounis & Jaffe Associates, and DW Landscape Architecture & Urban Design dated ***06 July, 2007***, and the Report, dated ***23 October, 2007***, a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is an architect registered in New York State.

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 Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we have examined;

(ii) in our professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

(vi) does not contain any promise or representation as to the future which is beyond reasonable 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 the Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

FXFOWLE ARCHITECTS P.C.

By: _____
Daniel J. Kaplan
Senior Principal

REGISTERED ARCHITECT DANIEL J. KAPLAN 019581 STATE OF NEW YORK

Sworn to before me
this 23rd day of October, 2007

_____
Notary Public

ANNA ORTEGA
NOTARY PUBLIC, State of New York
No. 01OR5010506
Qualified in Queens County
Commission Expires 3-29-2011

PENMARK
REALTY CORP

CERTIFICATION BY SPONSOR'S EXPERT
AS TO ADEQUACY OF BUDGET
PURSUANT TO PART 20 OF THE REGULATIONS ISSUED
UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

October 29, 2007

The New York State Department of Law
120 Broadway, 23rd Floor
New York, NY 10271

Attention: Investment Protection Bureau

RE: **Condominium Offering Plan**
The 2 Northside Piers Condominium
2 North 5th Street, Brooklyn, New York

Gentlemen:

The Sponsor of the condominium Offering Plan for the captioned property retained our firm, Penmark Realty Corp., to prepare Schedule B to the Offering Plan, containing projections of income and expenses for the first year of condominium operation of The 4 North 5th Street Condominium, and Schedule C to the Offering Plan, containing projections of income and expenses for the first year of condominium operation of the Williamsburg Waterfront Homeowners Association, Inc.

Penmark Realty Corp. has been in the real estate management business for forty (40) years, and currently manages thirty-five (35) cooperative and condominium apartment houses throughout New York City.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedule B and Schedule C.

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

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

We certify that Schedule B and Schedule C each:

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

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

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statements 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.

PENMARK REALTY CORPORATION

By: _____
Name: Bernard Friedman
Title: President

Sworn to before me
this 31 day of Oct, 2007

_____
Notary Public

Janet Konstantinidis
Notary Public, State of New York
No. 01KO6018679
Qualified in Richmond County
Commission Expires January 19, 20__

PENMARK
REALTY CORP

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

November 28, 2007

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

Re: Condominium Offering Plan
The 2 Northside Piers Condominium
2 North 5th Street
Brooklyn, New York ("Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B containing projections of common charges payable by the owner of the commercial unit. Penmark Realty Corporation has been engaged in the management of residential real estate for the past 40 years, manages approximately 50 cooperative and condominium buildings. Including buildings with commercial space, and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit listed in Schedule B.

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

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

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

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

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the commercial 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 attributable to the commercial unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK REALTY CORPORATION

By: _____
Name: Leslie Bogen Winkler
Title: Vice President

Sworn to before me this
28 day of NOV, 2007

Janet Konstantinidis
Notary Public

Janet Konstantinidis
Notary Public, State of New York
No. 01KO6018679
Qualified in Richmond County
Commission Expires January 19, 200

PENMARK REALTY CORP