THIS PLAN HAS BEEN AMENDED. SEE INSIDE COVER

CONDOMINIUM OFFERING PLAN FOR

CASSA NY CONDOMINIUM

66-70 West 45th Street, New York, New York

TOTAL INITIAL PURCHASE PRICE OF THE FIFTY-SEVEN (57) RESIDENTIAL UNITS AND FORTY-FIVE (45) STORAGE BIN LICENSES OFFERED FOR SALE HEREBY IS $117,599,500.

(The Condominium has Fifty-Seven (57) Residential Units and Three (3) Commercial Units (Hotel Unit 1, Hotel Unit 2, and Commercial Unit 3). The Three (3) Commercial Units are not being offered for sale hereunder at this time.

Sponsor

Waterscape Resort LLC
15 West 34th Street
New York, New York 10001
(212) 239-9900

Selling Agent

The Marketing Directors, Inc.
750 Lexington Avenue, 18th Floor
New York, New York 10022
(212) 826-8820

Sales Office

Waterscape Resort LLC
15 West 34th Street
New York, New York 10001
(212) 239-9900

Date of Acceptance for Filing: September 17, 2008

The term of the initial offering of this Plan commenced on September 17, 2008 and expires on September 16, 2009, unless said date is extended in a duly filed amendment.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

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

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

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

TABLE OF CONTENTS

PART I

Page

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS 1

1. Use Provisions 1
2. Purchaser Deposits; Defaults by Purchasers 1
3. No Financing Contingency 2
4. Agreement/No Rescission 2
5. Control by Sponsor of the Condominium Board and the Residential Board 3
6. Interim Service Period 6
7. Additional Building Work 7
8. Prohibition Against Advertising 8
9. No Bond or Other Security 8
10. Sponsor's Right to Lease Unsold Units 8
11. Changes in the Commercial Units 9
12. Transfer Taxes; Mansion Taxes; Closing Costs 9
13. No Reserve Fund/Working Capital Fund 9
14. Real Estate Taxes 10
15. Closing Fees and Costs 10
16. No Warranty 10
17. Insurance 11
18. Waiver of Diplomatic or Sovereign Immunity 11
19. Partial Exemption from Real Estate Taxes (Section 421-a) 11
20. Certificate of Occupancy 12
21. Terraces 13
22. Tax Status of the Condominium and Residential Condominium Units 13
23. Increase or Decrease in Common Interest 14
24. Building Mechanical Equipment 14
25. Floor Area 15
26. Child Safety Window Guards 15
27. Window Washing 15
28. Common Charges 15
29. Lot Line Windows 16
30. Storage Bins 16
31. Allocation of Costs for Residential Section Personnel 17
32. Lobby 17
33. Fitness Center 18

A. INTRODUCTION 19

1. The Property 20
2. Features of Condominium Ownership 21
3. Offering of Residential Units for Sale 24
4. Certain Definitions 25

B. DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS 31
1. The Building 31
2. Residential Units 33
3. Commercial Units 34
4. Terraces 35
5. Storage Bins 36
6. Common Elements 36
7. Available Services and Facilities 38

C. LOCATION AND AREA INFORMATION 43
1. Location and Services 43
2. Zoning 43

D. SCHEDULES 44
SCHEDULE A 44
NOTES TO SCHEDULE A 47
SCHEDULE B 53
NOTES TO SCHEDULE B 54
SCHEDULE B-1 61

E. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i) 62

F. COMMERCIAL UNITS 63

G. CHANGES IN PRICES: RESIDENTIAL UNITS AND STORAGE BINS 65

H. INTERIM LEASES 67

I. PROCEDURE TO PURCHASE 69
1. Execution of Documents 69
2. Deposits/Escrow 70
3. Date of the First Closing 73
4. Default 73
5. Risk of Loss 74
6. Financing 75
7. Transfer (and Mansion) Taxes 75
8. Foreign Missions; Required Notification and Waiver of Diplomatic or Sovereign Immunity 75

J. ASSIGNMENT OF AGREEMENTS 77

K. EFFECTIVE DATE 78

L. TERMS OF SALE 80
1. Prerequisites to Closing of Title 80
2. Closing of Title; Payment of Balance of Purchase Price 80
3. Tax Returns and Power of Attorney 81
4. Mortgage/Construction Loan 81

5. Tax-Deferred Exchanges 81

M. UNIT CLOSING COSTS AND ADJUSTMENTS 83

N. RIGHTS AND OBLIGATIONS OF SPONSOR 88
1. Sponsor's Obligations 88

O. CONTROL BY SPONSOR 98

P. THE RESIDENTIAL BOARD 101
1. General 101
2. Powers and Duties of and Determinations by the Residential Board 102
3. Meetings and Votes of Residential Unit Owners 102
4. Officers 103
5. Designation of Residential Board Members to the Condominium Board 103

Q. THE CONDOMINIUM BOARD 104
1. General 104
2. Powers and Duties of and Determinations by the Condominium Board 105
3. Borrowing by the Condominium Board 105
4. Meetings and Votes of Unit Owners 105
5. Officers 106
6. Liability of Board and Unit Owners 106
7. Insurance 106

R. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE RESIDENTIAL BOARD 110
1. Sales and Leases of Units 110
2. Assignment of Storage Bins 110
3. Use of Residential Units and Storage Bins 111
4. General Provisions with Respect to Use 112
5. Mortgage of Units by Residential Unit Owners 113
6. Common Charges: Determination and Assessment 113
7. Collection and Lien for Non-Payment of Common Charges 114
8. Borrowing by the Residential Board 115
9. Repairs to and Maintenance of Units and Common Elements 115
10. Alterations and Improvements of Units 117
11. Alterations and Improvements of Common Elements 118
12. Rights of Access 120
13. Compliance with Terms of Declaration, By-Laws and Rules and Regulations 120
14. Repair or Reconstruction after Fire or Other Casualty 120
15. Insurance 121

16. Liability of Boards of Managers and Unit Owners....122
17. Amendments to Condominium Documents....122
18. Termination of Condominium....124
19. Residential Units Acquired by the Residential Board....124
20. Procedure to Review Real Estate Tax Assessments....124
21. Mechanics' Liens....125
22. Easements....125
23. Signage....126

S. REAL ESTATE TAXES....127

T. PARTIAL REAL ESTATE TAX EXEMPTION (Section 421-a)....129

U. **INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF CONDOMINIUM**....131
1. Deductibility of Real Estate Taxes and Mortgage Interest....131
2. Taxation of the Condominium....132

V. OPINIONS OF COUNSEL....134

W. WORKING CAPITAL FUND....169

X. MANAGEMENT AGREEMENT AND CONTRACTS....171
1. Management Agreement....171

Y. IDENTITY OF PARTIES....175
1. Sponsor....175
2. Attorneys for Sponsor....175
3. Selling Agent....175
4. Managing Agent....176
5. Budget Expert....176
6. Real Estate Tax Consultant....176
7. 421-a Tax Consultant....176
8. Construction Professionals....177

Z. REPORTS TO UNIT OWNERS....178

AA. DOCUMENTS ON FILE....179

BB. GENERAL....180

CC. SPONSOR'S STATEMENT OF BUILDING CONDITION....182

PART II

EXHIBIT — PAGE

1. AGREEMENT .....

   A. FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER .....

   B. FORM OF CERTIFICATE OF FOREIGN STATUS .....

2. POWER OF ATTORNEY .....

3. FORM OF UNIT DEED .....

4. DESCRIPTION OF PROPERTY AND BUILDING CONDITION .....

5. FLOOR PLANS .....

6. DECLARATION OF CONDOMINIUM .....

7. CONDOMINIUM BY-LAWS .....

8. RESIDENTIAL BY-LAWS .....

9. FORM OF APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DEPOSITS .....

10. FORM OF ESCROW AGREEMENT WITH RESPECT TO DEPOSITS .....

11. CERTIFICATIONS .....

    A. SPONSOR AND PRINCIPALS .....

    B. SPONSOR'S ENGINEER (OR ARCHITECT) .....

    C. SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET .....

    D. SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNERS .....

12. REAL PROPERTY LAW SECTION 339-kk .....

13. STORAGE BIN LICENSE AGREEMENT AND ASSIGNMENT AND ASSUMPTION OF STORAGE BIN LICENSE AGREEMENT .....

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

1. Use Provisions

Cassa NY Condominium will initially consist of fifty-seven (57) Residential Units, Hotel Unit 1, Hotel Unit 2, Commercial Unit 3 and forty-five (45) Storage Bins. Hotel Unit 1, Hotel Unit 2, and Commercial Unit 3 are collectively referred to as the "Commercial Units." Only the Residential Units and their appurtenant interest in Common Elements and Storage Bin Licenses are offered pursuant to this offering plan.

The Residential Units may generally only be used for residential purposes and may not be leased by the Unit Owners thereof to tenants for a lease term of less than six (6) months, as provided in the Residential By-Laws.

The Commercial Units may be used for any lawful purpose, including, without limitation, for retail, hotel, restaurant, banking, commercial, office, storage, garage and utility purposes. Neither the Condominium's Board of Managers (the "Condominium Board") nor the Residential Section Board of Managers (the "Residential Board") will have the right to restrict or limit any of the uses of, or alterations in or to, the Commercial Units (including the storefronts thereof) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the Condominium By-Laws and Declaration. It is currently anticipated that Hotel Unit 1 will initially be used for hotel purposes (and ancillary uses), Hotel Unit 2 will initially be used for hotel purposes (and ancillary uses), and Commercial Unit 3 will initially be used as a restaurant (and ancillary uses), although no representation or warranty is made with respect to such initial or any subsequent uses of such Commercial Units or with respect to who the owner or tenant(s) of the Commercial Units may be at any time. Hotel Unit 1 and Hotel Unit 2 will initially be operated as a single hotel. No income derived from any use of the Commercial Units will constitute income to the Condominium Board or the Residential Board. (See Sections entitled "Description of the Property and Improvements" and "Rights and Obligations of the Unit Owners and the Residential Board" in Part I of the Plan.)

2. Purchaser Deposits; Defaults by Purchasers

At the time an option agreement for the purchase of a Unit (an "Agreement") is executed, the Purchaser hereunder is required to make an option payment in an amount equal to 10% of the purchase price set forth therein (the "Initial Deposit"); and an additional option payment equal to 5% of such purchase price (the "Additional Deposit") due and payable no later than the earlier to occur of: six months after the date of the Agreement; or 15 days after Sponsor serves Purchaser with written notice of an amendment to the Offering Plan declaring the same effective, but in no event later than the closing of title to the Unit. The term "Deposit" as used herein refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make a Deposit equal to 50% of the applicable purchase price. The portion of any Deposit made by a Purchaser in connection with the purchase of a Unit in excess of $100,000 in the aggregate will not be federally insured.

In the event a Purchaser defaults under an Agreement, time being of the essence with regard to the obligations of the Purchaser hereunder, and does not cure such default within 30 days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, and subject to the terms of the Plan cancel such Agreement and retain, as liquidated damages, the Deposit made by the Purchaser, together with interest earned thereon, if any. Additionally, if a Purchaser fails for any reason to close title on the originally scheduled closing date and Sponsor elects not to cancel the Agreement: (a) the closing apportionments to be made at the closing will be made as of midnight of the day preceding the originally scheduled closing date; and (b) the Purchaser will be required to pay to Sponsor an amount equal to 0.04% of the purchase price of the Unit(s) in question for each day that the closing is adjourned. (See the Sections entitled "Procedure to Purchase"; "Assignment of Agreements"; "Terms of Sale"; and "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion.)

3. No Financing Contingency

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

4. Agreement/No Rescission

The Agreement between Sponsor and a Purchaser, the form of which is set forth as Exhibit 1 in Part II of the Plan, in respect of the purchase of a Unit requires the making of an Initial Deposit, and subject to the terms of the Plan and the Agreement, an Additional Deposit. Each of such payments is in consideration of the granting (or continuation) of the right pursuant to such Agreement to purchase the Unit which is the subject thereof in accordance with the terms of the Plan. Provided a Purchaser shall have timely made its Deposit, such Purchaser shall have (or continue to have) the right to purchase its Unit at the stated purchase price and upon the terms and conditions set forth in the Agreement and in the Plan. The Deposit, and all other amounts paid by a Purchaser to Sponsor pursuant to the Agreement and/or the Plan in connection with the purchase of a Unit, shall be such Purchaser's own funds (and not a third party's). In the event a Purchaser elects not to exercise its right to purchase (by closing title in accordance with the terms of the Plan and the Agreement) after payment of any Deposit, the Deposit previously paid (together with any interest thereon) shall be retained by Sponsor (subject to the terms of the Plan), as liquidated damages, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may

be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to and retained by Sponsor as Sponsor's sole and exclusive remedy. In such case, Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. Purchasers are advised that notwithstanding the foregoing, including, without limitation, Sponsor not having the right of specific performance, nothing herein shall be deemed to grant Purchaser any right of rescission and/or any right to the return of all or any portion of a Deposit except as expressly set forth in the Plan. (See Sections "Procedure to Purchase"; "Assignment of Agreements"; "Terms of Sale"; and "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion.)

5. Control by Sponsor of the Condominium Board and the Residential Board

The powers and duties necessary for or incidental to the administration of the affairs of the Condominium shall be vested in the Condominium Board. The powers and duties necessary for or incidental to the administration of the affairs of the Residential Section of the Condominium shall be vested in the Residential Board, as more particularly set forth in the Declaration, Condominium By-Laws and the Residential By-Laws, and provided that the powers and duties of the Residential Board shall at no time be inconsistent with the powers and duties of the Condominium Board.

A. Condominium Board: No Control by Residential Board or by Residential Unit Owners

The Condominium Board shall be comprised of seven (7) members: four (4) elected by the Commercial Unit Owners as provided in the Condominium By-Laws and three (3) from the Residential Board. One of the three (3) members of the Residential Board who will also serve on the Condominium Board will be designated by Sponsor, so long as Sponsor is the owner of at least one Residential Unit. It is anticipated, though no representation is being made by Sponsor, that affiliates of Sponsor will continue to own the Commercial Units. Accordingly, Sponsor and its affiliates will continue to be able to control the maintenance and operation of, and services to be provided by the Condominium. Until the First Annual Meeting of the Condominium Board ("First Annual Meeting"), the Condominium Board will consist of three (3) persons designated by Sponsor. It is anticipated that the following persons, to be designated by Sponsor, will constitute the initial Condominium Board: Salim Assa, Ezak Assa, and Joseph Assa. Sponsor will amend the Plan prior to the First Residential Closing if such three persons shall not constitute the initial Condominium Board members.

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. However, subject to such authority of the Condominium Board, generally, but subject to Declaration and Condominium By-Law provisions governing the same, all determinations which affect the Residential Section and do not (except to a de minimus extent) affect the Commercial Units shall be made by the Residential Board. Any dispute between the Residential Board and the Condominium Board as to which entity shall be entitled to make any determination shall be settled by arbitration in the manner

provided in the Condominium By-Laws. As more fully set forth (and except as may otherwise be provided) in the Condominium By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

It is initially intended that affiliates of Sponsor will own the Commercial Units and shall, in each such capacity, together have the right to elect four (4) members of the Condominium Board (of which 2 members shall be appointed by Hotel Unit 1, and 2 members shall be appointed by Hotel Unit 2) in addition to the rights reserved to Sponsor with respect to the election and/or designation of members of the Residential Board, and will therefore always control a majority vote on the Condominium Board. Residential Unit Owners shall not be entitled to vote in their individual capacities as Residential Unit Owners at any meeting of the Condominium Board. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. (See the Sections entitled "Procedure to Purchase" and "Control by Sponsor" in Part I of the Plan for further discussion.)

B. Residential Board: No Control of Condominium Board

Until the First Annual Meeting of the Residential Unit Owners (the "First Annual Meeting"), the Residential Board shall consist of three (3) persons designated by Sponsor. Sponsor anticipates designating the following persons as the initial Residential Board members (all of whom are experienced in real estate matters and familiar with the Property): Salim Assa, Ezak Assa, and Joseph Assa. Sponsor will amend the Plan prior to the First Residential Closing if such three persons shall not constitute the initial Residential Board members. The First Annual Meeting shall be held not later than thirty (30) days following the later to occur of: (a) the second anniversary of the First Residential Closing; or (b) the closing of title to Residential Units representing at least fifty percent (50%) both in number and aggregate Common Interests of all Residential Units to Purchasers; and at such meeting, the incumbent three-member Residential Board designated by Sponsor will resign and a new Residential Board, consisting of five (5) members, will be elected and/or designated by the Residential Unit Owners and Sponsor, as the case may be, as described below.

As a result of the foregoing, there is no provision in the Residential By-Laws or the Condominium By-Laws that allows a majority of the Residential Board or the Condominium Board to be Residential Unit Owners, Residential Unit occupants or members of a Residential Unit Owner or Residential Unit occupant's household who are unrelated to Sponsor and its principal. In addition, because Sponsor has the unconditional right to rent or lease the Residential Units, there is no commitment to sell more Residential Units than the fifteen percent (15%) of Units necessary to declare the Plan effective, and owner-occupants may not at any time gain effective control and management of the Residential Section or of the Condominium.

From and after the First Annual Meeting, the Residential Board shall consist of five (5) members. At meetings of the Residential Unit Owners, Sponsor and/or its designee and/or any owner of Unsold Units shall have the right to vote all of the Common Interests appertaining to the Residential Units owned by Sponsor as it sees fit. However, in addition, at elections of the Residential Board held after the First Annual Meeting and before the expiration of the Initial

Residential Control Period, Sponsor and/or its designee shall have the right to elect and/or designate three (3) members of the Residential Board, who are related to or affiliated with Sponsor and/or such designee or other Unsold Residential Unit Owner(s); and Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining two (2) members of the Residential Board. After the expiration of the Initial Residential Control Period but while Sponsor and/or its designee still owns at least one Residential Unit, Sponsor and/or its designee shall have the right to elect or designate one member of the Residential Board who may be a person related to or affiliated with Sponsor and/or such designee or other Unsold Residential Unit Owner(s) and such one member elected or designated by Sponsor shall also be one of the three (3) Residential Board Members who serve on the Condominium Board. All other Residential Unit Owners shall have the right to elect the remaining four (4) members of the Residential Board. Accordingly, from and after the expiration of the Initial Residential Control Period, at least four (4) of the five (5) members of the Residential Board shall not be designated by Sponsor or its designee but shall be elected by all the Residential Unit Owners (including Sponsor, its designee or other Unsold Residential Unit Owner) and from and after the First Annual Meeting at least two (2) members of the Residential Board who also serve as two (2) of the three (3) representatives of the Residential Section on the Condominium Board shall be elected by all the Residential Unit Owners (including Sponsor, its designee or other Unsold Residential Unit Owner). There is no restriction on the right of the Unsold Residential Unit Owners (including Sponsor) to vote for members of the Residential Board who are related to or affiliated with Sponsor, its designee or other Unsold Residential Unit Owners. However, after the expiration of the Initial Residential Control Period, neither Sponsor nor its designee will appoint a majority of members to the Residential Board at the annual meeting of Residential Unit Owners. The "Initial Residential Control Period" means the period ending upon the earlier to occur of the fifth anniversary of the First Residential Closing or the closing of title to Residential Units representing at least seventy-five percent (75%), both in number and in aggregate Common Interests, of all Residential Units.

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

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

Until the expiration of the Initial Residential Control Period, the Residential Board may not, without the prior written consent of Sponsor, take any of the following actions (to the extent that the same are within the powers of the Residential Board as set forth in the Residential By-Laws and/or Condominium By-Laws): (i) make any addition, alteration or improvement to the Residential Limited Common Elements or any Residential Unit (unless required by any applicable laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire

underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof ("Legal Requirements"); (ii) assess any Residential Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund in respect of the Residential Section; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Residential Section, as provided for in Schedule B "Projected Budget for First Year of Operation" set forth in the Offering Plan (the "First Year's Budget"); (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Residential Closing or otherwise provide services in excess of those referred to in the Offering Plan, except as is required to reflect normal annual increases in operating services; or (v) borrow money on behalf of the Residential Section unless such borrowing is approved by the owners of Residential Units representing at least seventy-five percent (75%) both in number and aggregate Common Interests of all Residential Units). However, the Residential Board may take any actions or cause the Condominium Board to take any actions, enumerated in subsections (i) through (v) without the consent of Sponsor if, and only if such action is necessary, and no other alternative is available, either to enable the Residential Board or the Condominium Board, as the case may be, to comply with any Legal Requirements, or to remedy any notice of violation entered against the Residential Section or the Building, or to comply with any proper work order by an insurer of the Residential Section or the Building, or for the health and safety (but not the general conduct or welfare) of the occupants of the Residential Section or the Building. Sponsor may not exercise veto power over expenses described in Schedule B or over expenses required: (i) to comply with applicable Legal Requirements; or (ii) to remedy any notice of violation; or (iii) to remedy any work ordered by an insurer.

Sponsor, through its control over the Residential Board, may not exercise veto power over expenses applicable exclusively to the Residential Section as described in Schedule B and the Notes thereto, or over expenses required to comply with any Legal Requirements applicable to the Building or the Residential Section, or to remedy any notice of violation entered against the Building or the Residential Section or to comply with any proper work order by an insurer of the Building or the Residential Section. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending upon the earlier to occur of the fifth anniversary of the First Residential Closing or closing of title to Residential Units representing at least seventy-five percent (75%), both in number and in aggregate Common Interests, of all Residential Units, or as the Unit Owner of any one or more Commercial Units. Residential Unit Owners comprise 44.68% of the total common interest in the Condominium and may never control the Condominium Board.

6. Interim Service Period

Prospective Purchasers are advised that until the later of: (i) twelve months after the First Closing; or (ii) the closing of title to and occupancy of at least 50% of the Residential Units, some of the services and facilities described in the Plan (such as some of the elevators, or a full staff of building personnel) may not be available. However, it is anticipated that at all times after the First Closing, the Lobby will be attended 24 hours a day, seven days a week by the Concierge, and there will be at least one elevator servicing every floor on which there are occupied Residential Units. The interim level of staffing will at all times during this period be

commensurate with the levels of occupancy from time to time and adequate to properly maintain the Residential Section of the Building.

7. Additional Building Work

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

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes),

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

8. Prohibition Against Advertising

Purchasers are prohibited from listing their Units for resale with any broker or otherwise advertising, promoting or publicizing the availability of their Units for sale prior to the closing of title thereto. Any such conveyances in violation of the foregoing will be voidable by Sponsor. (See the Section entitled "Assignment of Agreements" in Part I of the Plan and Exhibit 1 in Part II of the Plan for further information.)

9. No Bond or Other Security

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

10. Sponsor's Right to Lease Unsold Units

Sponsor will endeavor in good faith to sell rather than lease the Units in a reasonably timely manner, but nevertheless, reserves the unconditional right, prior to the date of closing title to a Unit, to rent or lease such Unit to Purchasers and others. There are no limitations of any

kind (including pursuant to Sponsor's construction loan) on Sponsor's right to rent rather than sell Units. As a result, Purchaser may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies and rights of occupancy. Moreover, once an Agreement is signed for a Unit and for so long as such Agreement is in effect, such Unit may be leased only to the Purchaser listed in the Agreement. In addition, because Sponsor has the unconditional right to rent or lease the Units, there is no commitment to sell more units than the 15% of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the condominium. As of the date hereof, all the Residential Units are vacant. (See the Sections entitled "Introduction"; "Interim Leases"; and "Control by Sponsor" in Part I of the Plan for further discussion.)

11. Changes in the Commercial Units

Sponsor and any successor Commercial Unit Owner will have the right to alter, divide, subdivide and combine portions of its Commercial Unit, subject to the provisions of all applicable laws and ordinances, and the Declaration and By-Laws. (See the Section entitled "Commercial Units" in Part I of the Plan for further discussion.)

12. Transfer Taxes; Mansion Taxes; Closing Costs

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

13. No Reserve Fund/Working Capital Fund

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

14. Real Estate Taxes

The estimated real estate taxes payable in respect of each Residential Unit were calculated on the assumption that the real estate taxes for the Building payable for the First Year of Building Operation, as estimated by Sponsor's real estate tax consultant, will be allocated to such Units on the basis of their proportionate common interest. Upon determination of individual tax lots and individual assessments for such Unit, the New York City tax authorities may allocate taxes among the Residential Units on some other basis and, if so, Units having the same or similar common interest may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax attorney and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A. Sponsor can only estimate, based on reasonable, professional third party expert assumptions, what the real estate taxes for each Unit will be. Only the New York City tax authorities will make this determination upon the filing of tax lots. (See "Schedule A" and "Real Estate Taxes" in Part I of the Plan for further discussion.)

15. Closing Fees and Costs

All legal costs, fees and expenses charged by each Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, each Purchaser shall also be responsible for payment of the following fees to Sponsor's closing attorneys, Kramer Levin Naftalis & Frankel LLP ("Sponsor's Closing Counsel"), in connection with the closing of title to such Purchaser's Unit: (i) the sum of $1,875 to reimburse Sponsor for a portion of its legal fees incurred in connection with the closing of title to the Purchaser's Unit; (ii) $275 for the preparation of ACRIS transfer documents required by the City of New York; (iii) for each issuance of a Storage Bin License, the sum of $600 to reimburse Sponsor for a portion of its legal fees in connection with processing the issuance of such Storage Bin License; (iv) if the Purchaser requests the closing to occur other than at the offices of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor consents to such change (in its sole discretion), an attendance fee of $600 for each closing held within Manhattan and $950 for each closing held in any borough outside Manhattan; (v) if the closing is adjourned through no fault of Sponsor, an additional fee of $600 for each such adjournment to help defray the cost of preparing for and coordinating the new closing; (vi) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance, for preparation of an assignment agreement; and (vii) if Purchaser obtains mortgage financing, an additional fee of $750 to Sponsor's Counsel to defray the additional costs associated therewith. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser. (See the Section entitled "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion.)

16. No Warranty

Sponsor shall not be obligated to correct, repair or replace any defects relating to construction of the Units or the Common Elements or in the installation or operation of any

appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Notwithstanding anything contained herein, Sponsor is obligated to construct the Units and common elements in accordance with all applicable building codes and in accordance with the filed Plans. (See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.)

17. Insurance

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

18. Waiver of Diplomatic or Sovereign Immunity

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

19. Partial Exemption from Real Estate Taxes (Section 421-a)

Sponsor will apply for a partial exemption and abatement from real estate taxes attributable to Residential Units pursuant to section 421-a of the New York Real Property Tax Law ("Section 421-a"). There can be no assurance that such exemption will be granted. However, if for any reason, the aforementioned exemption is not granted, the Residential Units will be subject to full taxation and will receive no partial exemption from real estate taxes pursuant to this section.

The 2007 legislation regarding the New York City 421-a Tax Abatement program (Section 421-A, NY CLS RPTL § 421-a (2007)), as well as Local Law 58 of 2006 (Council Int. No. 486-A), substantially amended the 421-a law and program. Subdivision (c) of Section 11-245 of the New York City Administrative Code, as last amended on April 9, 2003, provided that no 421-a benefits shall be conferred for construction commenced on or after November 29, 1985 in the county of New York where a maximum base floor area ratio, as that term is defined in the zoning resolution, of fifteen or greater was permitted as of right by the zoning resolution ("15 FAR Prohibition"), unless construction commenced before December 31, 2007. While Local Law 58 substantially amended all other provisions of Section 11-245 of the Administrative Code, it failed to further amend subdivision (c), so that it currently does not exempt from the provisions thereof construction which commenced on or after December 31, 2007. It is possible that the New York City Council will address the applicability of the restriction in the future, but unless the New York City Council passes and the Mayor signs into law legislation extending the exemption from the 15 FAR Prohibition to projects which commence construction on or after December 31, 2007, the Project will be ineligible for 421-a benefits.

Purchasers will have no right to rescind their Agreements in the event a partial exemption and abatement from real estate taxes is not obtained under Section 421-a, and will continue to be obligated to pay the full purchase price without any offset or credit and will have no claim against Sponsor by reason of the same.

In the event that a partial real estate tax exemption is granted, all Unit Owners will be required to reimburse Sponsor for all of Sponsor's costs in an amount not to exceed $200,000, in obtaining such exemption including, but not limited to, Sponsor's legal and consulting fees, application expenses and the cost of purchasing a sufficient number of 421-a eligibility certificates ("Certificates") from HPD by builders of qualifying low income housing who obtain Certificates from HPD and then sell them in an unregulated market to developers of qualifying multi-family housing. The price of Certificates varies according to their availability, cost of production, and market factors. Sponsor will endeavor to make the most cost-efficient purchase at the appropriate time, but cannot guarantee the final cost of purchasing Certificates.

20. Certificate of Occupancy

If, as of the First Closing, only a temporary Certificate of Occupancy has been issued for the Building, Sponsor will use all reasonable diligence to cause the New York City Department of Buildings to continuously renew the temporary Certificate of Occupancy until a permanent Certificate of Occupancy for all of the Units has been issued. Sponsor will, at its sole expense, do and perform, or cause to be done and performed, all such work (subject to events and circumstances beyond Sponsor's reasonable control, e.g., casualty, strikes, governmental restrictions, acts of god, etc.), and will supply, or cause to be supplied, all such materials, and will submit or cause to be submitted all such documentation, and shall pay all applicable fees required by the New York City Department of Buildings that shall be necessary in order to cause the temporary Certificate of Occupancy to be continuously renewed until a permanent Certificate of Occupancy for the Building has been issued, as well as to obtain any requisite certificates or permits relative to the electrical work, plumbing, heating and air-conditioning facilities and elevators at the Building. Prospective Purchasers are advised that permanent Certificates of Occupancy are required for permanent use of the Building, and that a temporary Certificate of Occupancy may be renewed only for a total of two years from the first date of issuance. Sponsor

projects, but cannot assure, that a permanent Certificate of Occupancy for the Building will be obtained within two years after the First Closing.

It is customary for Units in newly constructed condominiums to close title to a Unit after a Temporary Certificate of Occupancy covering such Units has been issued. Purchasers will be required to close with a Temporary Certificate of Occupancy rather than a permanent Certificate of Occupancy in place. Temporary Certificates of Occupancy are issued for three month periods.

The New York City Department of Buildings advises Purchasers of Units who close title with only a Temporary Certificate of Occupancy in place to consult with their attorneys and engineers to assure that sufficient funds are escrowed or otherwise secured for Sponsor to obtain a Permanent Certificate of Occupancy. It is strongly recommended that Purchasers consult the Consumer Tips section of the Department of Buildings Website for its recommendation when buying Units in a Building that does not have a Permanent Certificate of Occupancy.

Purchasers are advised that open building permits for Unit Owners' alterations to their Units may impact the ability to obtain a Permanent Certificate of Occupancy. The Sponsor or the Condominium Board or the Residential Board may therefore, in order to obtain a Permanent Certificate of Occupancy, or for any other reason, implement a moratorium on Unit alterations.

In the event a Temporary Certificate of Occupancy, if required, has not issued as of the closing of title to a particular Unit, the Purchaser shall be required to consummate its purchase of both its Unit and the Storage Bin License.

21. Terraces

There are two terraces located on the 8th floor of the Building. The terrace on the north side of the 8th floor (the "Residential Lounge and Terrace") will be a Residential Limited Common Element and shall be available for the use and enjoyment of the Residential Unit Owners. The Commercial Unit Owners shall also have an easement for the use and enjoyment of the Residential Lounge and Terrace. The terrace on the south side of the 8th floor (the "Hotel Amenity and Terrace") will be a Hotel Limited Common Element and will not be available for use by Residential Unit Owners. The Owner of Commercial Unit 3 shall have an easement for the use of said Hotel Amenity and Terrace (See the Section entitled "Description of the Property and Improvements" in Part I of the Plan for further discussion.)

22. Tax Status of the Condominium and Residential Condominium Units

Because less than 85% of the total square footage of all the Units in the Condominium (i.e., Residential and Commercial Units) will be used for residential purposes, the Condominium Board will not be eligible to elect to be treated as a homeowners association under section 528 of the Internal Revenue Code. However, it is currently anticipated that more than 85% of the total square footage of the Units in the Residential Section will be used by individuals for residential purposes. Therefore, the Residential Board may be eligible to elect to be treated as a homeowner's association under section 528 of the Internal Revenue Code if the other requirements of section 528 are met, in which case it may be exempt from federal income tax on amounts received as membership dues, fees, or assessments from Residential Unit Owners. Absent the application of Code section 528, the status of the Residential Board and the Condominium Board for Federal, New York State and New York City income tax purposes is

uncertain. If the Residential Board or the Condominium Board were deemed to be merely a conduit for the Residential Unit Owners and all Unit Owners, respectively, rather than as a separate taxpayer, all income earned by the Residential Board or the Condominium Board, as the case may be, less the expenses incurred in earning such income, would be deemed to constitute income to the Residential Unit Owners or all Unit Owners, respectively, and be taxable to them. However, under this analysis, Residential Common Charges might not be considered income to the Residential Board and General Common Charges might not be considered income to the Condominium Board. If the Residential Board or the Condominium Board were to be treated as a separate entity, it is unclear whether it would be taxable as a corporation or treated as a partnership. If either Board were to be taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements, and would be subject to Federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Residential Board or the Condominium Board were to be treated as a partnership, the Residential Unit Owners (but not the Residential Board) or all Unit Owners (but not the Condominium Board), would be subject to Federal and New York State income tax on the taxable income of the Residential Board or the Condominium Board, respectively. In addition, in either such instance the Residential Board or the Condominium Board may be subject to the New York City Unincorporated Business Tax. (See the Section entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" in Part I of the Plan for further discussion.)

23. Increase or Decrease in Common Interest

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

24. Building Mechanical Equipment

The Building incorporates highly sophisticated mechanical equipment designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment, some occupants of Residential Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor and the Boards with respect to such noise and/or vibration shall be to install and operate such equipment in a manner consistent with

commercially reasonable practices in typical luxury high-rise residential buildings and in compliance with applicable Legal Requirements, including the New York City Building Code.

Clothes washers and dryers will not be provided by the Sponsor. Dryers purchased by Unit Owners must be ventless, since exhaust ducts will not be installed.

25. Floor Area

As described in the Notes to Schedule A, the approximate area of each Unit has been measured horizontally from the exterior side of the exterior walls (perimeter columns and mechanical pipes/ducts/shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Any Common Elements located within a unit shall not be considered a part of such Unit. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit.

Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under the finished floor and sub-floor materials) to the underside of the concrete slab above. The clearance between the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated on the floor plans, but certain Units and areas within other Units may have clearances of less than indicated on the floor plans to accommodate facilities located above the same or otherwise to respond to field conditions.

26. Child Safety Window Guards

In the event a child of eleven (11) years of age or less resides, or visits in a Residential Unit for an extended period of time, a Unit Owner is required to have installed child safety window guards in all windows of the Unit, as per the New York City Code. A Unit Owner must notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides in the Unit.

27. Window Washing

The Condominium Board will be responsible for the washing, cleaning and replacement of the exterior glass surfaces of all windows two (2) times per year. The cost thereof shall be included as an expense in the Common Charges payable by the Unit Owners. The washing of the interior glass surfaces of the windows shall be the responsibility of each Unit Owner. All window interiors must be cleaned a minimum of two (2) times per calendar year. The Condominium Board may from time to time enforce the responsibility of Unit Owners to wash and clean the interior surfaces of windows located in their respective Units and charge the defaulting Unit Owner therefore.

28. Common Charges

The Residential Common Charges payable by each Residential Unit Owner to the Residential Board will include an amount representing such Unit Owner's pro rata share of the General Common Charges assessed by the Condominium Board against the Residential Section

and payable to the Condominium Board by the Residential Board. (See the Section entitled "Schedules" in Part I of the Plan for greater detail.)

As described in the Condominium By-Laws and in the Residential By-Laws, and to the extent permitted by law, the Residential Common Charges collected by the Residential Board shall, in all instances, first be payable by the Residential Board to the Condominium Board in payment of the Residential Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Residential Board.

In addition, in the event the Condominium Board levies a special assessment, a portion of which is allocated to the Residential Section, the Residential Board may levy a special assessment to meet the Residential Section's allocated share of any such special assessment levied by the Condominium Board, failing which, the Condominium Board shall have the right, among others, to avail itself of the remedy of specific performance with respect to the Residential Board's obligations under the Condominium By-Laws and the Residential By-Laws.

29. Lot Line Windows

Prospective Purchasers are advised that certain east-facing windows in various Residential Units located from the 25th through 44th floors, and certain west-facing windows from the 25th through 44th floors, are lot line windows and will be required to be closed if the adjoining property is ever redeveloped with one or more buildings of different configurations than now located on same. In this regard, prospective Purchasers should note that the rooms having lot line windows have other windows that, under the existing building codes, will satisfy light, air and other requirements for the lawful use of such rooms for habitation purposes. The following Residential Units are affected by lot line windows: East Lot Line — 25B – 32B, 25C-32C, 33A – 36A, 33B – 36B, 37A – 41A, 37B – 41B, 42A – 44A; West Lot Line — 25A – 32A, 25D – 32D, 33A – 36A, 33C – 36C, 37A – 41A, 37B – 41B, 42A – 44A and the windows that are lot line windows are identified on the floor plans. (See the Section entitled "Description of the Property and Improvements" in Part I of the Plan for further discussion). Although the possibility that any lot line windows will be required to be closed is extremely remote, neither Sponsor nor the Condominium shall have any liability or obligation in connection with same.

Windows in any Residential Units that are less than a certain distance from the lot lines of the Property may have to be closed if an adjacent building is hereafter altered, or if a new building is hereafter erected on the site of such building. In the event any such lot line windows must be reduced in size or closed, the owner of the affected unit shall solely bear the costs relating to such closure.

30. Storage Bins

As indicated on the Floor Plans, there will be forty-five (45) Storage Bins located at Cellar Level 3. The Storage Bins will be licensed to Unit Owners. Sponsor is offering Purchasers the opportunity to purchase the rights to one of the Storage Bins pursuant to a License Agreement (each such license being a "Storage Bin License"). The form of the Agreement to be

used for the licensing of such Storage Bin to Unit Owners is set forth in Part II of this Plan as Exhibit 13.

The Purchase Price for each Storage Bin License is listed on Schedule A, entitled "Schedule of Purchase Prices and Related Information for the Projected First Year of Condominium Operation for December 1, 2009 – November 30, 2010. The space occupied by the Storage Bins will be part of the Residential Limited Common Elements and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses.

As set forth in more detail in the Section entitled "Changes in Prices: Residential Units and Storage Bins" in Part I of the Plan, Sponsor reserves the right to offer as many Storage Bin Licenses as it determines in its sole discretion. In addition, Sponsor reserves the right to limit the number of Storage Bin Licenses sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion.

Storage Bins may not be used as dwelling space or for the storage of Combustible Materials, as defined in the New York City Building Code. The use of Storage Bins as dwelling space or as storage for Combustible Materials will result in the assessment of a violation against the Building by the Department of Buildings, which will be the sole obligation of the offending Storage Bin licensee to cure.

Holders of Storage Bin Licenses will be required to pay a license fee to the Residential Board in an amount equal to $1 per square foot per month of such Storage Bin, which amount shall, following the First Closing, be subject to biannual increases based upon the CPI Increase Factor in effect on the date of the first closing.

31. Allocation of Costs for Residential Section Personnel

Personnel for the Residential Section will be provided by the Hotel Manager. The costs thereof will be paid by the Hotel and there will be an allocation of expenses attributable to salary, wages, payroll taxes and benefits between the Hotel Units and the Residential Section. The allocation of these expenses as set forth in Schedule B of the Offering Plan and the footnotes thereof are deemed presumptive evidence of reasonableness. The Condominium Board and/or the Residential Board may not modify these allocations without the unanimous consent of the Commercial Unit Owners.

32. Lobby

The Lobby of the Building is located on the Ground Floor, will be a General Common Element and will provide access through a common entrance to the Residential Section, Hotel Unit 1, Hotel Unit 2 and the rear yard which is a part of Commercial Unit 3. The Doorman will be stationed in the Lobby and is expected to open doors, hail taxicabs and assist residents and Hotel guests with packages and luggage when on duty. The Hotel Units and the Residential Section will share the expenses associated with the Doorman as set forth in Schedule B of the Offering Plan.

33. Fitness Center

There will be a Fitness Center located in the hotel on Cellar Level 2 for the use of Hotel Guests, Residential Unit Owners, their guests, lawful occupants and permitted invitees. The Fitness Center is a Hotel Limited Common Element and the cost and expense of the operation and maintenance of the Fitness Center will be the responsibility of the Hotel Unit Owners.

For the first two years of Condominium Operation, there will be no charge to the Residential Unit Owners for the use of the Fitness Center. Thereafter, the Residential Section and/or the Residential Unit Owners may be charged a membership fee, initiation fee or use fee for the use of the Fitness Center which may be included in the annual budget of the Residential Section and collected from Residential Unit Owners as part of the Common Charges payable by such Owners.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

PART I

A. INTRODUCTION

Waterscape Resort LLC (referred to as "Sponsor"), hereby presents this Offering Plan (the "Plan") for condominium ownership of "Cassa NY Condominium" (herein called the "Condominium").

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

The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I of the Plan sets forth a general description of the offering and the rights and obligations of Sponsor and the Unit Owners. Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the Property and certifications by Sponsor, Sponsor's architect and Sponsor's financial experts. In addition to the Plan, Sponsor has filed separately with the Department of Law certain exhibits to the Plan which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information).

The Plan, including all Schedules set forth herein, and Parts A, B, C and D of the exhibits, together constitute the entire offer of Sponsor to sell the Residential Units at the Condominium which are the subject of this Plan. Sponsor shall not make, and has not authorized any other party to make, any oral representations or statements concerning this Plan, and no such representations or statements shall be considered part of this Plan. No information, data or representations other than those contained herein or in the documents annexed hereto as exhibits in Part II of this Plan may be relied upon. Copies of the Plan and the exhibits will be available for inspection by prospective Purchasers without charge, and for copying at a reasonable charge, at the Condominium's Sales Office by appointment and at the Department of Law, 120 Broadway, New York, New York 10271.

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

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

1. The Property

Waterscape Resort LLC, a Delaware limited liability company, acquired the Land on July 19, 2005, an approximately 13,876 square foot parcel, and the existing improvements located on the southerly side of 45th Street, Between 5th Avenue and 6th Avenue and known by the street address 66-70 West 45th Street, New York, New York.

Sponsor intends to construct a new Building (the "Building") which, as more specifically described herein, upon completion of the construction, will constitute the Condominium and include:

(a) Fifty-Seven (57) Residential apartments (the "Residential Units") located within the Building on Floors 25 through 45, together with certain other Residential Limited Common Elements (the "Residential Section"), and will be operated as a luxury condominium apartment building;

(b) Hotel Unit 1, located on floors 2 through 5, is currently planned as a 40-key hotel (which together with Hotel Unit 2 shall be operated initially as a single hotel);

(c) Hotel Unit 2, located on floors 9 through 24, is current planned as a 126-key hotel (which together with Hotel Unit 1 shall be operated initially as a single hotel);

(d) Commercial Unit 3 (which shall initially be operated as a restaurant), located on the ground floor and cellar level 1, and which shall include the grease traps in cellar level 3 and the Rear Yard on the ground floor;

(e) Residential Facilities are currently anticipated to include the Residential Lounge and Terrace located on the north side of the 8th floor, which shall be a Residential Limited Common Element for the use and enjoyment of Residential Unit Owners, and which the Commercial Unit Owners shall also have an easement to use and enjoy;

(f) Hotel Facilities (which will be Hotel Limited Common Elements) are currently anticipated to include a Fitness Center on Cellar Level 2, and a Hotel Amenity and Terrace on the south side of the 8th floor for the use of Hotel guests, but not for the use of Residential Unit Owners. The Owner of Commercial Unit 3 shall have an easement for the use of the Hotel Amenity and Terrace. For the first two years of Condominium Operation, there will be no charge to the Residential Unit Owners for the use of the Fitness Center. Thereafter, the Residential Section and/or the Residential Unit Owners may be charged a membership fee, initiation fee or use fee for the use of the Fitness Center which may be included in the annual budget of the Residential Section and collected from Residential Unit Owners as part of the Common Charges payable by such Owners;

(g) Various utility and service areas located throughout the Building.

(h) Floors 6 and 7 will house the Building's mechanical equipment.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes),

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

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

Sponsor further reserves the right to change the number of Units by, among other things, subdividing and reconfiguring the Commercial Units and, in connection with such subdivision and reconfiguration, redesignating in an amendment to the Declaration a portion of a subdivided Commercial Unit as a Residential Unit or Units as further described in this Plan.

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

2. Features of Condominium Ownership

The ownership of a Residential Unit is similar in many respects to the ownership of a private home. Each Residential Unit Owner is the fee owner of his or her Unit. Each such Unit Owner also owns, in common with the owners of all other Units, an undivided interest in the Common Elements, which, as more particularly set forth herein and in the Declaration, include

all parts of the Property other than the Units themselves, including, without limitation, the Land and the roofs, foundations and supports of the Building, and all areas, equipment or facilities for the common use of two or more Units or two or more Unit Owners.

Use and occupancy of all Units is governed by the Declaration and the By-Laws of the Condominium, the provisions of this Plan and applicable Legal Requirements.

As more particularly set forth in the Declaration and Residential By-Laws, a Residential Unit may generally be used only as a residence and, subject to compliance with the Residential By-Laws and applicable laws, for a lawful home occupation. The Commercial Units (not offered hereby) may be used for any lawful purpose, including, without limitation, for retail, hotel, restaurant, banking, commercial, office, storage, garage and utility purposes. Neither the Condominium Board nor the Residential Board will have the right to restrict or limit any of the uses of, or alterations in or to, the Commercial Units which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. It is currently anticipated that Hotel Unit 1 and Hotel Unit 2 will both be used as hotels (and initially be operated as a single hotel), and that Commercial Unit 3 will initially be used a restaurant, although no representation or warranty is made with respect to such initial or any subsequent uses of such Commercial Units or with respect to who the owner or tenant(s) of the Commercial Units may be at any time. No income derived from any use of the Commercial Units will constitute income to the Condominium Board or the Residential Board or the Residential Unit Owners. (See the Section entitled "Commercial Units" for further discussion.)

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

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

Operation of the Condominium will be vested in the Condominium Board which will be elected or designated by the Unit Owners and/or designated by Sponsor as described in the Plan and the Condominium By-Laws. As more particularly set forth in the Declaration and Condominium By-Laws, the Condominium Board will determine the amounts of Common Expenses for the Condominium as a whole, and the allocation of Common Expenses among the Residential Units and Commercial Units, and will assess such Unit Owners for Common Charges accordingly. As more particularly set forth in the Declaration and Condominium and

Residential By-Laws, the operation of the Residential Section will be vested in the Residential Board. Matters that solely affect Residential Units and/or Residential Unit Owners will be determined by members of the Residential Board.

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

Residential Unit Owners must obtain the consent of the Residential Board before altering their Residential Units in any way, subject to the further applicable provisions of the Residential By-Laws. There are no limitations or restrictions upon the rights of the Commercial Unit Owners to decorate or alter their Units except those imposed by applicable Legal Requirements or as expressly provided in the Declaration and/or Condominium By-Laws.

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

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

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

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

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

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

The Condominium Board will be responsible for maintaining casualty and liability insurance (excluding terrorism and mold coverage), with respect to the General Common Elements, in accordance with the provisions of the Condominium By-Laws. See the Section entitled "The Condominium Board" in Part I of the Plan, for a more complete discussion. Neither the Condominium Board nor the Residential Board is required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Residential Unit or the Residential Limited Common Elements, if any, appurtenant thereto. Consequently, all Residential Unit Owners are required to obtain and maintain comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive to his or her Unit, subject to provisions of the Residential By-Laws regarding the same. In addition, all Residential Unit Owners are urged to obtain casualty insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units and/or on or about the Residential Limited Common Elements, If any, appurtenant to such Unit. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium or Residential Board will be on a "replacement cost" and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. Further, as a result of current fluctuations in the insurance market, neither the Condominium Board nor the Residential Board will be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the Condominium By-Laws.

3. Offering of Residential Units for Sale

Sponsor hereby offers the fifty-seven (57) Residential Units for sale under the Plan. The Commercial Units are not being offered for sale hereunder at this time. No representation or warranty is made (other than as expressly set forth in this Plan) as to who the owner or tenant(s) of the Commercial Units may be at any time or the uses to which such Units may be put at any time; and no income derived from any use of the Commercial Units will constitute income to the Condominium Board or to the Residential Board or the Residential Unit Owners.

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

The prices for the Units offered under the Plan are listed on Schedule A, entitled "Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (December 1, 2009 – November 30, 2010). THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right, to rent or lease, rather than sell, the Residential Units offered hereunder. There are no limitations of any kind (including pursuant to Sponsor's construction loan) on Sponsor's right to rent rather than sell Residential Units. As a result, Purchaser may be acquiring a Residential

Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies. In addition, there is no commitment to sell more Residential Units than the 15 percent of Residential Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the condominium. As of the date hereof, all of the Residential Units are vacant.

In the event Sponsor makes a bulk sale of the Residential Units (a sale involving the transfer of 10 or more Residential Units in the Condominium), the transferee is entitled to and bound by those additional rights and obligations (including the aforementioned representation regarding good faith efforts to sell the Units) applicable to a "sponsor" as more fully described in the Plan.

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

Schedule A sets forth the estimate for the amount of real estate taxes which will be payable with respect to each Unit during the fiscal year from December 1, 2009 – November 30, 2010. See Notes to Schedule A hereof with respect to the basis of such estimate.

Sponsor has filed an application to test the market (CP-07-0226). As of the date as the acceptance of this Plan for filing no contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Units offered in this Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Units.

4. Certain Definitions

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

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

Board or Boards: Refers to any of the Condominium Board or the Residential Board.

Building: The new building and other improvements to be located on the Land and commonly known as 66-70 West 45th Street, New York, New York.

By-Laws: Refers to any of the Condominium By-Laws and the Residential By-Laws.

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

Commercial Unit: Any Unit designated in the Declaration as a Commercial Unit (initially, Hotel Unit 1, Hotel Unit 2, and Commercial Unit 3), as the same may be subdivided or combined in accordance with the Declaration and/or By-Laws. All or any of such Units are collectively referred to as the "Commercial Units." Hotel Unit 1 shall be interchangeably referred to as Commercial Unit 1, and Hotel Unit 2 shall be interchangeably referred to as Commercial Unit 2.

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

Common Charges: Assessments payable to the Condominium Board by Unit Owners for the purpose of meeting Common Expenses. Residential Unit Owners will pay Residential Common Charges based on their proportionate share (among all Residential Unit Owners) of Common Expenses of the Residential Unit to the Residential Board and will also pay Common Charges based upon their proportional share of Condominium common expenses to the Condominium Board. Common Charges payable by Commercial Unit Owners will be based on their allocated share of those Common Expenses incurred by the Condominium Board in furnishing services to, or in operating, maintaining and repairing those Common Elements that are used by the Commercial Unit Owners, in accordance with the provisions of the Condominium By-Laws.

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

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

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

Condominium: Cassa NY Condominium.

Condominium Board: The Board of managers of the Condominium. The affairs of the Condominium will be governed by the Condominium Board.

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

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

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

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

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

First Year of Condominium Operation. The 12-month period commencing on the date of the First Closing, currently anticipated to be the period from December 1, 2009 to November 30, 2010.

Fitness Center: That certain fitness center, which shall be a Hotel Limited Common Element, located at cellar level 2 of the Building as shown on the floor plans. For the first two years of Condominium Operation, there will be no charge to the Residential Unit Owners for the use of the Fitness Center. Thereafter, the Residential Section and/or the Residential Unit Owners may be charged a membership fee, initiation fee or use fee for the use of the Fitness Center which may be included in the annual budget of the Residential Section and collected from Residential Unit Owners as part of the Common Charges payable by such Owners.

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

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

Hotel Amenity and Terrace: That certain hotel amenity and terrace, which shall be a Hotel Limited Common Element, located on the south side of the 8th Floor of the Building, as shown on the floor plans, for use by Hotel guests, but not Residential Unit Owners. The Owner of Commercial Unit 3 shall have an easement for the use of said Hotel Amenity and Terrace.

Hotel Limited Common Elements: Those Common Elements which serve or benefit exclusively all or a combination of the Hotel Units or the Hotel Unit Owners as more particularly described in the Declaration.

Hotel Unit 1: The Unit which is operated as a Hotel and is located on the 2nd through 5th floors. Hotel Unit 1 and Hotel Unit 2 shall initially be operated as a single hotel, but nothing in this plan shall constitute a guarantee that this arrangement shall persist at all future times.

Hotel Unit 2: The Unit which is operated as a Hotel and is located on the 9th through 24 floors. Hotel Unit 1 and Hotel Unit 2 shall initially be operated as a single hotel but nothing in this plan shall constitute a guarantee that this arrangement shall persist at all future times.

Initial Residential Control Period: The period ending upon the earlier to occur of: (a) the fifth anniversary of the First Closing; or (b) the closing of title to Units representing more than 75%, both in number and in aggregate Common Interests, of all Residential Units.

Land: The land situated on the southerly side of 45th Street, Between 5th Avenue and 6th Avenues, New York, New York, comprising the parcel commonly known as 66-70 West 45th Street, New York, New York, as further and more particularly described in the Declaration.

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

Managing Agent: It is anticipated that the managing agent of the Condominium will initially be Tecton Management Services Company, LLC, a Delaware limited liability company, which is engaged in the management of luxury residential buildings and hotels throughout the country, pursuant to a management agreement, as more fully discussed in "Management Agreement" in Part I, Section X of this Plan.

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

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

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

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

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

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

Rear Yard: The rear yard located on the Ground Floor of the Building as shown on the floor plans, which shall comprise a part of Commercial Unit 3.

Residential Board: The Board of Managers of the Residential Section comprised of five persons, three of whom also serve on the Condominium Board. Generally, the affairs of the Residential Section will be governed by the Residential Board.

Residential By-laws: The by-laws governing operation of the Residential Section, the form of which is set forth in Part II of the Plan.

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

Residential Common Interest: The Common Interest appertaining to each Residential Unit in proportion to the Common Interest appertaining to all Residential Units in the aggregate and whenever in this Plan it is stated that a certain percentage of Common Interest of all Residential Unit Owners is required, such percentage shall be of the Residential Common Interest of all such Residential Unit Owners.

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

Residential Lounge and Terrace: The Lounge and Terrace located on the north side of the 8th floor which is for the use and enjoyment of Residential Unit Owners, which the Commercial Unit Owners shall also have an easement to use and enjoy, and which constitutes a Residential Limited Common Element.

Residential Section: The Residential Units together with 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: An owner of any Residential Unit at the time in question.

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

Sales Office: The sales office for the Condominium, at a location to be designated by the Selling Agent from time to time. The Sales Office will initially be located at 15 West 34th Street, New York, New York 10001.

Selling Agent: The Marketing Directors, Inc., having an address at 750 Lexington Avenue, 18th Floor, New York, New York 10022.

Sponsor; Sponsor or its designee; or similar phrases: Sponsor, any affiliate of Sponsor or a designee of Sponsor. An affiliate of Sponsor shall be deemed to be (i) a person or entity who

or which owns 25% or more of the legal or beneficial interest of Sponsor or (ii) an entity with respect to which Sponsor owns 25% or more of the legal or beneficial interest.

Sponsor's Office: The office of Sponsor located at 15 West 34th Street, New York, New York 10001 or any other office regularly maintained by Sponsor in the City of New York.

Storage Bin: One of the forty-five storage bins located in Cellar Level 3 of the Building, licenses to which may be made available for purchase by the Unit Owners for their exclusive use and which will constitute Residential Limited Common Elements. All such storage bins are collectively referred to as the "Storage Bins."

Terrace: Any of the terraces located on the respective North and South sides of the 8th floor as shown on the Floor Plans.

Title Company: (a) Royal Abstract of New York LLC (500 Fifth Avenue, New York, New York 10110; Attn.: Martin Kravet; (212) 376-0900); (b) Fidelity National Title Insurance Company of New York (2 Park Avenue, New York, New York 10016; Attn: Neil Clark; (212) 845-3103); (c) First American Title Insurance Company of New York (633 Third Avenue, New York, New York 10017; Attn: Michael Stoller or Steven Farber; (212) 922-9700), (d) Chicago Title Insurance Company, 711 Third Avenue, New York, New York 10017; Attn: Elliot Hurwitz (212) 880-1200, or such other or additional companies designated by Sponsor in an amendment to this Plan.

Unit: Any space designated as a Residential Unit or Commercial Unit in the Declaration, consisting, generally, of the relevant condominium unit in the Building and an appurtenant undivided interest in the Common Elements and, Limited Common Elements specific to said type of Unit. All or any of such Units are collectively referred to as the "Units."

Unit Owner or Owner: The owner of any of the Commercial Units or a Residential Unit at the time in question.

Unsold Residential Units: Any of the Residential Units owned by Sponsor or its designee, other than any such Residential Unit purchased by and for the use of Sponsor or its designee. All or any of such Units are collectively referred to as the "Unsold Units."

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

B. DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

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

1. The Building

The Building is located on the Land, situated on the southerly side of 45th Street, between 5th Avenue and 6th Avenue, New York, New York. The Land has a frontage of approximately 60 feet on 45th Street and comprises Block 1260, Lot 68, Lot 69, and Lot 169 on the Tax Map of New York County.

Upon completion, there will be a forty-five (45) story Building, with a Residential Lounge and Terrace on the north side of Floor 8 and a Hotel Amenity and Terrace on the south side of Floor 8. The Building will additionally contain 3 cellar levels.

The Building will be new construction and will contain fifty-seven (57) Residential Units located on floors 25 through 45 and 45 Storage Bins located at Cellar Level 3; Hotel Unit 1 located on floors 2 through 5; Hotel Unit 2 located on Floors 9 through 24; the Residential Lounge and Terrace on Floor 8, which is a Residential Limited Common Element; the Hotel Amenity and Terrace on Floor 8 and the Fitness Center located at Cellar Level 2, both of which are Hotel Limited Common Elements; and Commercial Unit 3 will be located on the Ground Floor (including the rear yard) and Cellar Level 1. The Building Lobby, a General Common Element of the Building, will be located on the Ground Floor, will be entered from Forty-Fifth Street and will be the entrance to the Hotel Units, Commercial Unit 3 and the Residential Units. Commercial Unit 3 will also be accessible via a separate entrance located on 45th Street. The Residential Limited Common Elements are currently anticipated to include the Storage Bin area located at Cellar Level 3 and the Residential Lounge and Terrace on the north side of Floor 8. Cellar Level 3 will contain mechanical rooms, and Cellar Level 2 will contain electrical rooms. Commercial Unit 3 will include a Rear Yard located on the ground floor.

Sponsor has engaged John A. Cetra Architecture, P.C., as architect of record. In addition, Marino Gerazounis & Jaffe Associates ("MGJ") has been retained as mechanical, electrical and plumbing engineer, Desimone Consulting Engineers, PLLC, as structural engineer, and Pavarini McGovern as construction manager (see "Identity of Parties" in Part I). The Plans and Specifications for the Building have been prepared by Cetra/Ruddy Inc., in consultation with such other professionals.

Construction at the Building, including the individual Units, will be completed in or about December 2009 and will be substantially in accordance with the Plans and Specifications, and otherwise in accordance with the Zoning Resolution, the Building Code of The City of New York and all other applicable Legal Requirements. The renovation will include replacement of the mechanical, electrical, plumbing and sprinkler systems as well as the cleaning of the exterior windows of the Building. However, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth therein, in Part II of the Plan, items of substantially

equal or better quality, provided, however, that any material change shall be set forth in an amendment to the Plan, that any necessary approval of any governmental authority having jurisdiction is first obtained, and that no such amendments, modifications or substitutions may be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer any materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Agreements and receive a refund of their Deposit, together with all interest earned thereon. (Any such changes that are not both material and adverse will not give rise to a right of rescission.)

The location in the Building, and the size, layout and approximate square footages of the Residential Units are shown on the floor plans duplicated in of Part II of the Plan. Such floor plans are subject to the rights of Sponsor or its designee to combine two or more Unsold Residential Units, to add additional Residential Units by subdividing Unsold Residential Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Residential Unsold Units, as further described in the section entitled "Rights and Obligations of Sponsor" in Part I of the Plan, provided, however, that any material change (for example, a reduction in square footage in excess of 5%) shall be set forth in an amendment to the Plan, that no material adverse change will be made in the size (i.e., decrease), configuration or layout of a Residential Unit for which an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Agreements and receive a refund of their Deposit, together with all interest earned thereon.

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

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

residential buildings and in compliance with applicable Legal Requirements, including the New York City Building Code.

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

2. Residential Units

There will be a total of fifty-seven (57) Residential Units located on floors 25 through 45. The Residential Units vary in size from studio apartments with approximately 540 square feet to a penthouse duplex apartment with approximately 3,145 square feet. Detailed descriptions of the Residential Units are set forth in the Declaration and in Part II of the Plan. Exhibit 4 also includes a detailed description of the fixtures, finishes, appliances and equipment included in each Residential Unit.

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

3. Commercial Units

The Condominium will also initially include three (3) Commercial Units – Hotel Unit 1 which will be located on floors 2 to 5 of the Building; Hotel Unit 2 which will be located on floors 9 to 24 of the Building; and Commercial Unit 3 which will initially be used as a restaurant and which shall be located on the Ground Floor (including the rear yard) and Cellar Level 1. The Lobby shall provide access to the Residential Units, Hotel Unit 1, Hotel Unit 2 and Commercial Unit 3. The Commercial Units (not offered hereby) may be used for any lawful purpose, including, without limitation, for retail, restaurant, banking, hotel, commercial, office, storage, garage and utility purposes. The Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Commercial Units (including the storefronts thereof) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the Condominium By-Laws and Declaration. No representation or warranty is made with respect to such initial or any subsequent uses of such Commercial Units or with respect to who the owner or tenant(s) of the Commercial Units may be at any time. Floors 6 and 7 will house the Building's mechanical equipment.

Subject to the foregoing and all applicable zoning regulations and the Declaration and Condominium By-Laws, the Commercial Units may be sold, leased or subleased by the Commercial Unit Owner thereof, or subdivided by the Commercial Unit Owner into two or more separate commercial condominium units and such subdivided units sold or leased. (See "Commercial Units" in Part I, Section F.) Neither the Condominium Board, the Residential Board, nor the Residential Unit Owners will have any interest in the rents, profits or revenues from the rental or use of any space in such Commercial Units.

Although it is currently anticipated that Sponsor will retain ownership of the Commercial Units, no representation is made with respect to the type or identity of the owners, tenants or occupants of any portion of the Commercial Units at any time, or the purposes for which any portion of any Commercial Unit may be used at any time, except as provided in Section 6 of the By-Laws.

a. Hotel Unit 1

Hotel Unit 1 will be located at Floors 2 to 5. The entrance to Hotel Unit 1 will be through the Lobby located on Forty-Fifth Street. It is currently anticipated that Hotel Unit 1 will be initially used as a hotel and that Hotel Unit 1 and Hotel Unit 2 will initially be operated as a single hotel.

b. Hotel Unit 2

Hotel Unit 2 will be located at Floors 9 to 24. The entrance to Hotel Unit 2 will be through the Lobby located on Forty-Fifth Street. It is currently anticipated that Hotel Unit 2 will initially be used as a hotel and that Hotel Unit 1 and Hotel Unit 2 will initially be operated as a single hotel.

c. Commercial Unit 3

It is anticipated that Commercial Unit 3 will initially be used as a restaurant and will be located on the ground floor and cellar level 1. Commercial Unit 3 will also include a rear yard

located on the ground floor. The entrance to Commercial Unit 3 will be through the lobby located on Forty-Fifth Street. Commercial Unit 3 (not offered hereby) may be used for any lawful purpose, including, without limitation, for retail, restaurant, banking, commercial, hotel, office, storage, garage and utility purposes. The Condominium Board and Residential Board will have no right to restrict or limit any of the uses of, or alterations in or to, Commercial Unit 3 which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the Condominium By-Laws and Declaration.

4. Terraces

There are two Terraces located on the 8th floor of the Building. The Residential Lounge and Terrace shall be located on the north side of the 8th floor and shall constitute a Residential Limited Common Element. The Commercial Unit Owners shall have an easement for the use and enjoyment of the Residential Lounge and Terrace. The Hotel Amenity and Terrace shall be located on the south side of the 8th floor and constitutes a Hotel Limited Common Element for use by Hotel guests. The Owner of Commercial Unit 3 will have an easement for the use of the Hotel Amenity and Terrace. The Residential Unit Owners shall not have use of the Hotel Amenity and Terrace. The Residential Lounge and Terrace may be leased for private events by the Residential Section, and the Hotel Amenity and Terrace may be leased for private events by the Hotel Unit Owners. The Hotel Unit Owners shall control the use of the Hotel Amenity and Terrace and shall be responsible for all normal maintenance, repairs and replacements to same. The Residential Unit Owners shall have the use of the Residential Lounge and Terrace, as shall the Commercial Unit Owners in accordance with the easement granted to them under this Plan, and the Residential Unit Owners shall be responsible for all normal maintenance, repairs and replacements to such Residential Lounge and Terrace. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace (unless caused by or attributable to the Hotel Unit Owner thereof) shall be charged to all Residential Unit Owners and Commercial Unit Owners as a Common Charge.

The Condominium Board shall have the right to require the Hotel Unit Owners and Residential Section to remove plantings, roof surfaces and other installations which have been placed on their respective Terraces if the Condominium Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe even if previously approved by such Board. In addition, the Condominium shall have the right, in connection with any repair or maintenance work in the Building, to erect scaffolding temporarily on any Terrace. Window washing equipment may be permanently stored on certain terraces for window washing purposes. An easement of unlimited and unconditional access has been granted to the Condominium Board, Residential Board, Hotel Unit Owners and Commercial Unit Owners or such designees or employees to utilize certain Terraces for window washing, façade repair and maintenance purposes. In no event shall the Hotel Unit Owners be permitted to enclose or erect any structure on such Terrace. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and to ensure the integrity of the Building and the health and safety of the occupants.

5. Storage Bins

As indicated on the Floor Plans, there will be forty-five (45) Storage Bins located at Cellar Level 3. The Storage Bins are Residential Limited Common Elements and Storage Bins may be licensed to any person, party or entity which is a Unit Owner (provided that such restriction shall not apply to Sponsor or its designees, or to the Condominium Board of Managers or its designees) and may only be used for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Bins for any lawful purpose or to change the permitted use of any unlicensed Storage Bins, subject, however, to the provisions of the Declaration. If at any time the licensee of a Storage Bin sells or leases its Unit, it shall simultaneously assign its license of the Storage Bin to another owner of a Unit, and if it fails to do so, the Board of Managers shall have the right to terminate the license of the Storage Bin and take possession of the same, without compensation to the licensee. The form of the Agreement to be used for licensing the use of such Storage Bins to Unit Owners is included in Part II of this Plan.

6. Common Elements

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

a. General Common Elements

The General Common Elements consist of all Common Elements other than the Residential Limited Common Elements and Hotel Limited Common Elements, and include, among other things, the following: (i) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in the Declaration); (ii) all structural elements, foundations, foundation walls, main roof and all building roofs including the bulkhead level, footings, columns, girders, beams, supports, interior load-bearing walls, exterior wall system of the Building (the exterior wall is a curtainwall consisting of a pre-engineered metal stud panel system with a composite metal panel face), floor slabs and ceilings (when they

contain common element mechanical systems and are made of two hour fire rated construction); (iii) all structures on the roof (including the bulkhead level), including without limitation, the cooling tower including the structure provided for the cooling towers and water storage tank and the boiler on the main roof in the mechanical room, and all platforms, supports and structures erected, to be erected, or which may be erected by or on behalf of Sponsor or its designee for the purpose of installing antennae, satellite dishes, and other communications equipment based on all current and future technologies; (iv) all halls, passages and corridors, storage rooms (but not including storage areas marked as limited common elements of a particular unit or the residential section on the floor plans), housekeeping areas (but not including the housekeeping office on Cellar Level 3), mechanical and other rooms, all fire staircases, landings, stairs, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Building, which are not Residential Limited Common Elements, Hotel Limited Common Elements or included in any Unit; (v) any ventilation supply system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting any combination of the Residential Units and the Commercial Units; (vi) hot water and condenser water systems; (vii) all enclosing walls and doors and mechanical equipment and associated piping and controls serving or benefiting any combination of the Residential Units and Commercial Units; (viii) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting any combination of the Residential Units and Commercial Units, excluding, however, all such items located within a Unit and serving only that Unit; (ix) all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing hot and chilled water, including pumps, valves, pressure reducers, meters and water heaters and chillers, excluding, however, all such items located within a Unit and serving only that Unit; (x) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit; (xi) all electric service rooms, gas and water meter rooms, generator rooms, Building storage rooms, washrooms, locker rooms, telephone rooms, elevator machine rooms and other service, mechanical and utility rooms serving or benefiting any combination of the Residential Units and Commercial Units; (xii) all other parts, systems, installations and facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of any combination of the Residential Units and Commercial Units; (xiii) all loading/receiving areas, egress stairs and corridors and all associated mechanical equipment serving same; and the exterior space at the Building entries consisting of any stairs, railings, lighting and other electrical equipment, marquees and ornamental fixtures, planters and other freestanding structures; excluding, in all instances, such of these as only serve any Unit or Unit Owner; (xiv) With respect to the rooftop and the bulkhead level, egress stairs, elevator machine rooms, house tank rooms and their enclosing walls and doors and all mechanical equipment serving same; (xv) smoke detection, alarm system, sprinkler system, fire pump; telephone system and cable television system, except as located within an individual Unit; (xvi) all security monitors and equipment and other security facilities serving or benefiting all or any combination of the Residential and Commercial Units; (xvii) the Lobby; (xviii) the service elevator and passenger elevators, in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities (xix) all other parts of the Property either existing for the common use of any combination of the Residential Units and Commercial Units or their respective Unit Owners or that are necessary or convenient for the existence, maintenance, operation or safety of the Property; (xx) all emergency generator rooms, elevator pit, compactor room, uniform room,

workshops, maintenance storage, maintenance offices, locker rooms, engine room, pump room, electrical vault, and all mechanical equipment serving same; (xxi) refuse chute; and (xxii) enclosing walls and doors surrounding mechanical equipment, all utilities and mechanical and electrical transfers and equipment used for all or a combination of Units. The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements shall not be separated from the Unit to which it appertains. For a detailed description of the Common Elements, see the Declaration, Part II of the Plan.

b. Residential Limited Common Elements

The Residential Limited Common Elements consist of the following: (a) all passages, corridors, housekeeping areas, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Residential Section of the Building and/or which exclusively serve or benefit the Residential Units and are not part of any Unit; (b) Residential Lounge and Terrace located on the north side of the 8th floor for use by Residential Unit Owners, their guests, lawful occupants and permitted invitees, and which the Commercial Unit Owners may also use and enjoy in accordance with the easement granted to them by this Plan; (c) all Building storage rooms, locker rooms, telephone rooms and other service, mechanical and utility rooms not located in the Commercial Units which serve or benefit only the Residential Units; (d) the Storage Bins located on Cellar Level 3; (e) those portions of the various systems of the Building from and after the point at which such systems are no longer part of the "Building Systems" by virtue of their exclusive service, beyond such point, to the Residential Section; (f) all other equipment existing in the Building or on the property which exclusively serves or exclusively benefits all or a combination of the Residential Units or the Residential Unit Owners; (g) the Compactor Room located on Cellar Level 2; (h) the package storage area in the lobby on the ground floor.

c. Hotel Limited Common Elements

The Hotel Limited Common Elements consist of the following: (a) the Hotel Amenity and Terrace located on the south side of the 8th floor; (b) the linen room, janitor storage, general storage, engineer's office and storage, general manager's office, executive offices, locker rooms and water closets, all of which are located on cellar level 3; (c) the trash, storage facilities and Fitness Center, all of which are located on cellar level 2; and (d) the luggage storage and offices located on the ground floor.

7. Available Services and Facilities

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

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

(i) Doorman. The doorman shall be a hotel employee and will be located in the Lobby and is expected to open doors, hail taxicabs and assist Unit Owners, their guests, lawful occupants and permitted invitees and Hotel Guests with packages and luggage when on duty. The doorman will provide services to the Residential Section, Hotel 1, Hotel 2 and Commercial Unit 3, and the cost thereof will be shared by the Residential Unit Owners and the Owners of Hotel Unit 1 and Hotel Unit 2, based upon their allocable shares.

(ii) Concierge. There will be a concierge, who shall be a hotel employee, on duty in the Lobby area, available 24 hours per day/seven days per week. The Concierge will distribute mail to Unit Owners, and the cost thereof will be shared by the Residential Unit Owners and the Owners of Hotel Unit 1 and Hotel Unit 2, based upon their allocable shares.

(iii) Elevator Service. The Building will contain four (4) passenger elevators which will be automatically operated and will be in service as necessary, 24 hours per day, seven days per week. Two elevators will serve Hotel Unit 2 and the Residential Section; two elevators will serve Hotel Unit 1. One service elevator will serve the cellar levels of the Building and will be shared by the Commercial Units and the Residential Units.

(iv) Communications Facilities and Internet Connection. In the event that it is necessary for the Concierge to communicate with a Unit Owner, the Concierge will telephone the Unit Owner on the Unit Owner's home phone line. Access to cable television service will also be available for all Residential Units; and all such charges will be paid by each Unit Owner.

(v) Maintenance Personnel. Building personnel will be hotel employees and will include handymen and porters as may be necessary for the proper maintenance and cleaning of the common areas.

(vi) Refuse Disposal. The refuse chute will be located off the public corridor at the service vestibule on the residential floors. The Refuse Chute will lead to a compactor located at Cellar Level 2. The compactor, when installed, will receive all necessary governmental approval. The Commercial Unit Owners will be responsible, at their sole cost and expense, for storing and disposing of their refuse in a manner which complies with all applicable Legal Requirements.

(vii) Security Procedures. All entrances to the Residential Section will be monitored by hotel employees and/or recorded camera systems. No representation or warranty is made and no assurance is given that the security systems and procedures of the Building will prevent personal injury or damage to or loss of personal property.

b. **Facilities** (provided to all Residential Unit Owners currently at no cost).

There will be a Fitness Center which will be a Hotel Limited Common Element located on Cellar Level 2 for the use of Hotel Guests, Residential Unit Owners, their guests, lawful occupants and permitted invitees. The cost and expense of the operation and maintenance of the Fitness Center will be the responsibility of the Hotel Unit Owners.

For the first two years of Condominium Operation, there will be no charge to the Residential Unit Owners for the use of the Fitness Center. Thereafter, the Residential Section and/or the Residential Unit Owners may be charged a membership fee, initiation fee or use fee for the use of the Fitness Center which may be included in the annual budget of the Residential Section and collected from Residential Unit Owners as part of the Common Charges payable by such Owners.

c. **Optional Services** (available to Residential Unit Owners at their option upon payment of an additional fee). A la carte hotel services are anticipated to include maid and butler service and valet laundry. Fees for such services shall be set by the Hotel manager in its sole discretion. Fees for Hotel guests may be different from fees to Residential Unit Owners.

d. **General Provisions Concerning Services and Facilities**

No representation or warranty is made as to the continued operation or existence of any of the foregoing services or facilities and neither Sponsor nor the Residential Board shall have any liability with respect to the amount of the fees charged therefor once Sponsor is no longer in control of the Residential Board.

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

The Residential Board or Hotel Unit Owner, as applicable, has complete discretion in determining how these facilities will be operated, maintained or modified, whether facilities should be added or discontinued, and the rates to be charged for their use. No representation or warranty is made as to the continued operation or existence of any of the foregoing facilities, or the amount of the fees charged therefor or the cost for additional services.

Although Sponsor anticipates that many of the services described above will be available at the time of the First Closing, prospective Purchasers should note that some of these services (such as a full staff of personnel) may not be available until the later of: (i) twelve (12) months

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

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

their tenants or occupants, all such dates and timetables, to the extent provided, being only good faith estimates.

Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge and within reasonable hours, model apartments, facilities on any floor and whatever common spaces are needed to gain access to those spaces for exhibitions, events, and promotional functions with respect to any sales programs for Unsold Units.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. LOCATION AND AREA INFORMATION

1. Location and Services

The Condominium is situated at 66-70 West 45th Street, New York, New York, on the southerly side of 45th Street, Between 5th Avenue and 6th Avenue, New York, New York.

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

New York City is served by three major airports -- LaGuardia Airport, John F. Kennedy International Airport and Newark International Airport. The Manhattan Cruise Terminal is host to major cruise lines on a year-round basis. Passenger railroad service is provided from Pennsylvania Station, located at Seventh Avenue and 33rd Street, and from Grand Central Terminal, located at Lexington Avenue and 42nd Street.

Transportation to and from the Building, and throughout New York City, is readily available by taxi, limousine, automobile, subway or bus. A number of commercial parking garages are located nearby.

A number of medical centers are readily accessible from the Building, including Lenox Hill Hospital, Memorial Sloan Kettering, New York University Medical Center, New York Hospital-Cornell Medical Center and Columbia Presbyterian Medical Center.

All public services, including schools, police protection, library, street maintenance, social services and fire protection are provided by The City of New York. The Property is located at 66-70 West 45th Street, between 5th Avenue and 6th Avenue, which are dedicated New York City roads. The nearest police precinct headquarters is the 18th Precinct located at 306 West 54th Street between Eighth Avenue and Ninth Avenue. Fire protection is provided from the Engine #34/Ladder 21, located at 440 West 38th Street, between Tenth Avenue and Dyer Avenue. There are multiple places of worship for various denominations throughout the neighborhood.

Located just steps away are such architectural and historical treasures as the Empire State Building, the Chrysler Building, the New York Public Library, and Times Square. The Building is also within walking distance of Madison Square Garden and the Broadway Theatre District. Additional local attractions include Bryant Park and shopping at Saks Fifth Avenue. The immediate area surrounding the Building contains office and residential buildings.

2. Zoning

The Condominium is located in an area zoned C6-6 MID & C6-4.5 MID under the New York City Zoning Resolution. The zoning permits commercial and residential uses. The intended use of the Building as described in accordance with the provisions of this Plan will be in compliance with the current requirements of the Zoning Resolution. A copy of the zoning regulations and variances with respect to the Project is on file at the Sponsor's office.

SCHEDULE A

CASSA NY CONDOMINIUM
70 WEST 45TH STREET
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION - DECEMBER 1, 2009 - NOVEMBER 31, 2010

(1) UNIT	NO. BED-ROOMS	NO. BATHS	(2) APPROX UNIT SQUARE FOOTAGE	(3) OFFERING PRICE	(4) RESIDENTIAL COMMON INTEREST	(4) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES	(6) PROJECTED MONTHLY RE TAXES w/ 421a	(6) PROJECTED ANNUAL RE TAXES w/ 421a	(7) PROJECTED MONTHLY RE TAXES w/o 421a	(7) PROJECTED MONTHLY RE TAXES w/o 421a	PROJECTED TOTAL MONTHLY CARRYING CHARGES w/ 421a	PROJECTED TOTAL MONTHLY CARRYING CHARGES w/o 421a
28A	0	1	603	$ 951,500.00	1.1796%	0.5270%	$ 1,023.58	$ 73.73	$ 884.70	$ 1,146.84	$ 13,762.02	$ 1,097.30	$ 2,170.41
29A	0	1	594	$ 968,000.00	1.1625%	0.5194%	$ 1,008.80	$ 72.66	$ 871.93	$ 1,130.28	$ 13,563.40	$ 1,081.46	$ 2,139.09
30A	0	1	585	$ 984,500.00	1.1455%	0.5118%	$ 994.02	$ 71.60	$ 859.15	$ 1,113.71	$ 13,364.57	$ 1,065.61	$ 2,107.73
31A	0	1	576	$ 1,001,000.00	1.1284%	0.5042%	$ 979.21	$ 70.53	$ 846.36	$ 1,097.13	$ 13,165.53	$ 1,049.74	$ 2,076.34
32A	0	1	567	$ 1,017,500.00	1.1114%	0.4966%	$ 964.39	$ 69.46	$ 833.55	$ 1,080.52	$ 12,966.29	$ 1,033.86	$ 2,044.92
33A	0	1	558	$ 1,034,000.00	1.0943%	0.4889%	$ 949.56	$ 68.39	$ 820.73	$ 1,063.90	$ 12,766.84	$ 1,017.95	$ 2,013.46
34A	0	1	549	$ 1,050,500.00	1.0772%	0.4813%	$ 934.71	$ 67.32	$ 807.89	$ 1,047.27	$ 12,567.19	$ 1,002.03	$ 1,981.97
35A	0	1	540	$ 1,067,000.00	1.0600%	0.4736%	$ 919.84	$ 66.25	$ 795.04	$ 1,030.61	$ 12,367.33	$ 986.10	$ 1,950.46
36A	2	2	1290	$ 2,117,500.00	2.5336%	1.1320%	$ 2,198.50	$ 158.35	$ 1,900.22	$ 2,463.24	$ 29,558.91	$ 2,356.85	$ 4,661.74
37A	2	2	1271	$ 2,150,500.00	2.4975%	1.1159%	$ 2,167.20	$ 156.10	$ 1,873.16	$ 2,428.17	$ 29,138.05	$ 2,323.30	$ 4,595.37
38A	2	2	1252	$ 2,183,500.00	2.4614%	1.0997%	$ 2,135.86	$ 153.84	$ 1,846.08	$ 2,393.06	$ 28,716.75	$ 2,289.70	$ 4,528.93
39A	2	2	1233	$ 2,216,500.00	2.4252%	1.0836%	$ 2,104.50	$ 151.58	$ 1,818.97	$ 2,357.92	$ 28,295.03	$ 2,256.08	$ 4,462.42
40A	2	2	1217	$ 2,150,000.00	2.3949%	1.0701%	$ 2,078.22	$ 149.69	$ 1,796.26	$ 2,328.48	$ 27,941.74	$ 2,227.91	$ 4,406.70
41A	2	2	1198	$ 2,185,000.00	2.3587%	1.0539%	$ 2,046.79	$ 147.42	$ 1,769.09	$ 2,293.27	$ 27,519.18	$ 2,194.22	$ 4,340.06
42A	2	2	1179	$ 2,300,000.00	2.3225%	1.0377%	$ 2,015.33	$ 145.16	$ 1,741.90	$ 2,258.02	$ 27,096.19	$ 2,160.49	$ 4,273.35
43A	2	2	1160	$ 2,350,000.00	2.2862%	1.0215%	$ 1,983.84	$ 142.89	$ 1,714.68	$ 2,222.73	$ 26,672.76	$ 2,126.73	$ 4,206.57
44A	2	2	1141	$ 2,385,000.00	2.2498%	1.0052%	$ 1,952.31	$ 140.62	$ 1,687.43	$ 2,187.41	$ 26,248.90	$ 2,092.93	$ 4,139.72
PH1	3	3.5	2580	$ 12,800,000.00	5.0898%	2.2741%	$ 4,416.71	$ 318.12	$ 3,817.47	$ 4,948.57	$ 59,382.78	$ 4,734.83	$ 9,365.27
PH2	3	3.5	2559	$ 13,250,000.00	5.0509%	2.2567%	$ 4,382.93	$ 315.69	$ 3,788.27	$ 4,910.72	$ 58,928.64	$ 4,698.62	$ 9,293.65
PH3 (D)	3	3.5	3145	$ 15,175,000.00	6.2106%	2.7749%	$ 5,389.27	$ 388.17	$ 4,658.08	$ 6,038.24	$ 72,458.93	$ 5,777.45	$ 11,427.52
28B	1	1	813	$ 1,210,000.00	1.5904%	0.7106%	$ 1,380.05	$ 99.40	$ 1,192.81	$ 1,546.23	$ 18,554.77	$ 1,479.45	$ 2,926.28
29B	1	1	803	$ 1,237,500.00	1.5716%	0.7022%	$ 1,363.75	$ 98.23	$ 1,178.72	$ 1,527.98	$ 18,335.70	$ 1,461.98	$ 2,891.73
30B	1	1	793	$ 1,265,000.00	1.5528%	0.6938%	$ 1,347.44	$ 97.05	$ 1,164.63	$ 1,509.70	$ 18,116.41	$ 1,444.50	$ 2,857.14
31B	1	1	783	$ 1,292,500.00	1.5340%	0.6854%	$ 1,331.12	$ 95.88	$ 1,150.52	$ 1,491.41	$ 17,896.89	$ 1,426.99	$ 2,822.52

D-denotes Duplex Apartment

The accompanying notes should be read in conjunction with this schedule.

SCHEDULE A

CASSA NY CONDOMINIUM
70 WEST 45TH STREET
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION - DECEMBER 1, 2009 - NOVEMBER 31, 2010

(1) UNIT	NO. BED-ROOMS	NO. BATHS	(2) APPROX UNIT SQUARE FOOTAGE	(3) OFFERING PRICE	(4) RESIDENTIAL COMMON INTEREST	(4) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES	(6) PROJECTED MONTHLY RE TAXES w/ 421a	(6) PROJECTED ANNUAL RE TAXES w/ 421a	(7) PROJECTED MONTHLY RE TAXES w/o 421a	(7) PROJECTED MONTHLY RE TAXES w/o 421a	PROJECTED TOTAL MONTHLY CARRYING CHARGES w/ 421a	PROJECTED TOTAL MONTHLY CARRYING CHARGES w/o 421a
32B	1	1	773	$ 1,320,000.00	1.5151%	0.6770%	$ 1,314.77	$ 94.70	$ 1,136.39	$ 1,473.10	$ 17,677.15	$ 1,409.47	$ 2,787.8
33B	1	1	762	$ 1,347,500.00	1.4943%	0.6677%	$ 1,296.71	$ 93.40	$ 1,120.78	$ 1,452.86	$ 17,434.29	$ 1,390.11	$ 2,749.5
34B	1	1	753	$ 1,375,000.00	1.4774%	0.6601%	$ 1,282.03	$ 92.34	$ 1,108.09	$ 1,436.41	$ 17,236.97	$ 1,374.37	$ 2,718.4
35B	1	1	743	$ 1,397,000.00	1.4585%	0.6517%	$ 1,265.64	$ 91.16	$ 1,093.92	$ 1,418.04	$ 17,016.53	$ 1,356.80	$ 2,683.6
36B	0	1	584	$ 990,000.00	1.1470%	0.5125%	$ 995.29	$ 71.69	$ 860.25	$ 1,115.14	$ 13,381.71	$ 1,066.98	$ 2,110.4
37B	0	1	584	$ 1,006,500.00	1.1475%	0.5127%	$ 995.79	$ 71.72	$ 860.68	$ 1,115.70	$ 13,388.37	$ 1,067.51	$ 2,111.4
38B	0	1	584	$ 1,023,000.00	1.1481%	0.5130%	$ 996.28	$ 71.76	$ 861.11	$ 1,116.25	$ 13,395.03	$ 1,068.04	$ 2,112.5
39B	0	1	584	$ 1,039,500.00	1.1487%	0.5132%	$ 996.78	$ 71.79	$ 861.54	$ 1,116.81	$ 13,401.70	$ 1,068.57	$ 2,113.5
40B	2	2	1245	$ 2,185,000.00	2.4500%	1.0947%	$ 2,126.04	$ 153.13	$ 1,837.58	$ 2,382.05	$ 28,584.61	$ 2,279.17	$ 4,508.0
41B	2	2	1245	$ 2,220,000.00	2.4513%	1.0952%	$ 2,127.09	$ 153.21	$ 1,838.50	$ 2,383.23	$ 28,598.82	$ 2,280.30	$ 4,510.3
42B	2	2	1245	$ 2,355,000.00	2.4525%	1.0958%	$ 2,128.15	$ 153.28	$ 1,839.41	$ 2,384.42	$ 28,613.02	$ 2,281.43	$ 4,512.5
43B	2	2	1245	$ 2,490,000.00	2.4537%	1.0963%	$ 2,129.21	$ 153.36	$ 1,840.32	$ 2,385.60	$ 28,627.23	$ 2,282.57	$ 4,514.8
44B	2	2	1245	$ 2,525,000.00	2.4549%	1.0969%	$ 2,130.26	$ 153.44	$ 1,841.24	$ 2,386.79	$ 28,641.44	$ 2,283.70	$ 4,517.0
28C	0	1	584	$ 852,500.00	1.1424%	0.5104%	$ 991.32	$ 71.40	$ 856.83	$ 1,110.70	$ 13,328.39	$ 1,062.73	$ 2,102.0
29C	0	1	584	$ 869,000.00	1.1430%	0.5107%	$ 991.82	$ 71.44	$ 857.25	$ 1,111.25	$ 13,335.06	$ 1,063.26	$ 2,103.0
30C	0	1	584	$ 885,500.00	1.1435%	0.5109%	$ 992.32	$ 71.47	$ 857.68	$ 1,111.81	$ 13,341.72	$ 1,063.79	$ 2,104.1
31C	0	1	584	$ 902,000.00	1.1441%	0.5112%	$ 992.81	$ 71.51	$ 858.11	$ 1,112.37	$ 13,348.39	$ 1,064.32	$ 2,105.1
32C	0	1	584	$ 918,500.00	1.1447%	0.5114%	$ 993.31	$ 71.54	$ 858.54	$ 1,112.92	$ 13,355.05	$ 1,064.85	$ 2,106.2
33C	0	1	584	$ 935,000.00	1.1453%	0.5117%	$ 993.80	$ 71.58	$ 858.97	$ 1,113.48	$ 13,361.71	$ 1,065.38	$ 2,107.2
34C	0	1	584	$ 951,500.00	1.1458%	0.5120%	$ 994.30	$ 71.62	$ 859.40	$ 1,114.03	$ 13,368.38	$ 1,065.92	$ 2,108.3
35C	0	1	584	$ 968,000.00	1.1464%	0.5122%	$ 994.79	$ 71.65	$ 859.82	$ 1,114.59	$ 13,375.04	$ 1,066.45	$ 2,109.3
36C	1	1	584	$ 1,210,000.00	1.1470%	0.5125%	$ 995.29	$ 71.69	$ 860.25	$ 1,115.14	$ 13,381.71	$ 1,066.98	$ 2,110.4
37C	1	1	584	$ 1,232,000.00	1.1475%	0.5127%	$ 995.79	$ 71.72	$ 860.68	$ 1,115.70	$ 13,388.37	$ 1,067.51	$ 2,111.4
38C	1	1	584	$ 1,254,000.00	1.1481%	0.5130%	$ 996.28	$ 71.76	$ 861.11	$ 1,116.25	$ 13,395.03	$ 1,068.04	$ 2,112.5

D-denotes Duplex Apartment

The accompanying notes should be read in conjunction with this schedule.

SCHEDULE A

CASSA NY CONDOMINIUM
70 WEST 45TH STREET
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION - DECEMBER 1, 2009 - NOVEMBER 31, 2010

(1) UNIT	NO. BED-ROOMS	NO. BATHS	(2) APPROX UNIT SQUARE FOOTAGE	(3) OFFERING PRICE	(4) RESIDENTIAL COMMON INTEREST	(4) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES	(6) PROJECTED MONTHLY RE TAXES w/ 421a	(6) PROJECTED ANNUAL RE TAXES w/ 421a	(7) PROJECTED MONTHLY RE TAXES w/o 421a	(7) PROJECTED MONTHLY RE TAXES w/o 421a	PROJECTED TOTAL MONTHLY CARRYING CHARGES w/ 421a	PROJECTED TOTAL MONTHLY CARRYING CHARGES w/o 421a
39C	1	1	584	$ 1,276,000.00	1.1487%	0.5132%	$ 996.78	$ 71.79	$ 861.54	$ 1,116.81	$ 13,401.70	$ 1,068.57	$ 2,113.59
28D	1	1	661	$ 1,028,500.00	1.3008%	0.5812%	$ 1,128.76	$ 81.30	$ 975.62	$ 1,264.69	$ 15,176.25	$ 1,210.06	$ 2,393.45
29D	1	1	661	$ 1,056,000.00	1.2930%	0.5777%	$ 1,122.03	$ 80.82	$ 969.80	$ 1,257.14	$ 15,085.73	$ 1,202.85	$ 2,379.17
30D	1	1	661	$ 1,083,500.00	1.2937%	0.5780%	$ 1,122.59	$ 80.86	$ 970.28	$ 1,257.77	$ 15,093.28	$ 1,203.45	$ 2,380.36
31D	1	1	661	$ 1,111,000.00	1.2943%	0.5783%	$ 1,123.15	$ 80.90	$ 970.77	$ 1,258.40	$ 15,100.82	$ 1,204.05	$ 2,381.55
32D	1	1	661	$ 1,138,500.00	1.2950%	0.5786%	$ 1,123.71	$ 80.94	$ 971.25	$ 1,259.03	$ 15,108.36	$ 1,204.65	$ 2,382.74
33D	1	1	661	$ 1,166,000.00	1.2956%	0.5789%	$ 1,124.27	$ 80.98	$ 971.74	$ 1,259.66	$ 15,115.90	$ 1,205.25	$ 2,383.93
34D	1	1	661	$ 1,182,500.00	1.2963%	0.5792%	$ 1,124.84	$ 81.02	$ 972.22	$ 1,260.29	$ 15,123.45	$ 1,205.85	$ 2,385.12
35D	1	1	661	$ 1,199,000.00	1.2969%	0.5795%	$ 1,125.40	$ 81.06	$ 972.71	$ 1,260.92	$ 15,130.99	$ 1,206.46	$ 2,386.31
RES TOTAL	57	78.5	50877	$ 116,834,500.00	100.00%	44.68%	$ 86,775.33	$ 6,250.17	$ 75,002.00	$ 97,224.75	$ 1,166,697.00	$ 93,025.50	$ 184,000.08
HOTEL 1						12.55%	$ 24,614.42			$ 48,671.52	$ 584,058.26	$ 24,614.42	$ 73,285.94
HOTEL 2						37.13%	$ 72,824.50			$ 143,997.90	$ 1,727,974.74	$ 72,824.50	$ 216,822.40
COMMERCIAL 3						5.64%	$ 2,534.58			$ 4,917.92	$ 59,015.00	$ 2,534.58	$ 7,452.50
STORAGE BINS			784	$ 765,000.00			$ 784.00						$ 784.00
GRAND TOTAL	57	78.5	51661	$ 117,599,500.00	100.00%	100.00%	$ 187,532.83	$ 6,250.17	$ 75,002.00	$ 294,812.08	$ 3,537,745.00	$ 193,783.00	$ 482,344.92

D-denotes Duplex Apartment

The accompanying notes should be read in conjunction with this schedule.

NOTES TO SCHEDULE A

(1) Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from December 1, 2009 – November 30, 2010. The actual First Year of Condominium Operation may begin earlier or later than that year.

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

The square foot area of the Units set forth in the floor plans and in Exhibit B to the Declaration (and Schedule A to the Plan) were obtained by using the method customarily used in New York City to measure condominium apartments as more particularly set forth in the Architect's Report. As described in Notes to Schedule A, the approximate floor area of each Unit has been measured from the exterior side of the exterior Building walls (perimeter columns and mechanical pipes/ducts/shafts are not deducted) to the midpoint of the interior walls and partitions separating the Unit from another Unit, or separating a Unit from stairs, public corridors, elevators, other mechanical equipment spaces or any other Common Elements or Limited Common Elements. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit.

Measured vertically, each Unit consists of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. The square foot areas determined using the methodology set forth above would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual useable floor area for each Unit. The stated method of measurement used is applicable to all Units. The room count for each Residential Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

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

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

(5) These projections have been based upon the projections contained in Schedule B "Cassa NY Condominium Projected Budget for First Full Year of Condominium Operation" set forth in the Offering Plan (set forth in Section D below), which were made based on the assumption that the First Year of Condominium Operation will be from December 1, 2009 – November 30, 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 15 days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned.

As discussed in "Available Services and Facilities" in Section B above and in the Special Risk Section, the full range of services and facilities described in this Plan may not be provided until move-ins are finished and construction work within and on the Building is completed. To the extent that any service or facility provided during such interim period benefits particular Residential Units, to the exclusion of other Residential Units, and the cost of the same is readily identifiable, the Common Charges necessary to provide such service or facility will be borne exclusively by the owners of the benefited Residential Units, in proportion to their respective Common Interests.

The amount of the Residential Common Charges necessary to defray the cost of the interim services and facilities described in the preceding paragraph, as well as the manner of allocating such Common Charges among any Residential Unit Owners who are exclusively benefited by any of the same, will be determined by the Residential Board, which will be likely controlled by Sponsor during such period. However, such allocation will be made in compliance with Section 339-m of the New York State Real Property

Law, and in no event will Purchasers be assessed Common Charges during such interim period that are more than the Common Charges listed in Schedule A as the same may theretofore have been amended.

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

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

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

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

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

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

(f) real estate taxes (see footnote 6 below); and

(g) a la carte amenity services.

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

(a) a projected assessed value for the Building for the 2009/2010 tax years of approximately $30,588,335 which is based upon assessment including a progress exemption and partial completion;

(b) an assumed tax rate of 12.218% for the 2008/2009 tax year, resulting in estimated Real Estate Taxes of $1,162,837 for the residential portion and an assumed tax rate of 10.304% for the 2009/2010 tax year, resulting in estimated Real Estate Taxes of 2,171,172 for the non-residential portion.

(c) All taxation estimates are inclusive of 421(a) tax benefits.

After the City of New York assesses each Unit as a separate tax lot and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against his or her Unit, and no Unit Owner will be responsible for

the payment of, nor will his or her Unit be subjected to any lien arising from the non-payment of, taxes and assessments imposed on other Units.

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 and the projection of the average real estate tax rate that will be in effect during such First Year of Condominium Operation and the rate of construction progress on January 5, 2009, which will determine the real estate tax rate between December 1, 2009 – November 30, 2010 will approximate the actual amount;

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

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

Until the Units are separately assessed, each Unit Owner will pay to the Condominium Board his or her Unit's pro rata share of the Property's real estate taxes for the period in question. The taxes payable by each Unit Owner during this period will be allocated to such Units on the basis of their proportionate common interest. The Condominium 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 or her pro rata share as set forth above, the Condominium Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common Charges. (See "Collection and Lien for Non-Payment of Common Charges" in Part I for further discussion.) At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the proration of taxes described in the paragraph above will equal the actual amount or allocation of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above. Sponsor will amend the Plan to disclose the actual amount of real estate taxes assessed against the Units promptly after the same are assessed.

In the opinion of Sponsor's Counsel, the tax laws existing on the date of this Plan in general permit, subject to certain limitations, an individual Residential Unit Owner who is a resident of New York City for tax purposes and who itemizes his or her deductions to deduct from income for the purposes of Federal, New York State and New York City income taxes, any real estate taxes actually paid by such Residential Unit Owner with respect to his or her Residential Unit. However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate

taxes payable by the Residential Unit Owner (which might result from changes in the assessed valuation of the Residential Unit, in the tax rate and/or in the manner of assessing real property). Prospective Purchasers should refer to the Sections entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" and "Opinion of Counsel" in Part I of the Plan for further discussion.

(7) Sponsor intends to apply for partial exemption and abatement from real estate taxes with respect to the Building pursuant to Section 421-a of the New York State Real Property Tax Law. Pursuant to Section 421-a, the real estate tax estimate for the First Year of Condominium Operations will be based upon the assessed valuation of the Property in the tax year prior to the commencement of construction. During the tax year prior to the commencement of construction, 2006/2007, the taxable assessed valuation of the entire property was $1,369,320, of which 44.68% is estimated to be applicable to the residential portion of the Building. Applying a tax rate of 12.218% per $100 of taxable assessed value (the current rate in effect for the 2008/2009 tax year), results in a "mini-tax" of $74,754.

The 2007 legislation regarding the New York City 421-a Tax Abatement program (Section 421-A, NY CLS RPTL § 421-a (2007)), as well as Local Law 58 of 2006 (Council Int. No. 486-A), substantially amended the 421-a law and program. Subdivision (c) of Section 11-245 of the New York City Administrative Code, as last amended on April 9, 2003, provided that no 421-a benefits shall be conferred for construction commenced on or after November 29, 1985 in the county of New York where a maximum base floor area ratio, as that term is defined in the zoning resolution, of fifteen or greater was permitted as of right by the zoning resolution ("15 FAR Prohibition"), unless construction commenced before December 31, 2007. While Local Law 58 substantially amended all other provisions of Section 11-245 of the Administrative Code, it failed to further amend subdivision (c), so that it currently does not exempt from the provisions thereof construction which commenced on or after December 31, 2007. It is possible that the New York City Council will address the applicability of the restriction in the future, but unless the New York City Council passes and the Mayor signs into law legislation extending the exemption from the 15 FAR Prohibition to projects which commence construction on or after December 31, 2007, the Project will be ineligible for 421-a benefits.

In the event that a partial real estate tax exemption is granted, all Unit Owners will be required to reimburse Sponsor for all of Sponsor's costs in an amount not to exceed $200,000 in obtaining such exemption including, but not limited to, Sponsor's legal and consulting fees, application expenses and the cost of purchasing a sufficient number of 421-a eligibility certificates ("Certificates") from HPD by builders of qualifying low income housing who obtain Certificates from HPD and then sell them in an unregulated market to developers of qualifying multi-family housing. The price of Certificates varies according to their availability, cost of production, and market factors. Sponsor will endeavor to make the most cost-efficient purchase at the appropriate time, but cannot guarantee the final cost of purchasing Certificates.

Please refer to the Section entitled "Partial Real Estate Tax Exemption" (Section 421-a) and the opinion of Sponsor's Counsel set forth in the Section entitled "Opinions of

Counsel" in Part I of the Plan for further discussion regarding real estate taxes and benefits under Section 421-a program.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SCHEDULE B

Cassa NY Condominium
Projected Budget for the First Full Year of Condominium Operation
December 1, 2009 – November 30, 2010

PROJECTED INCOME:

Common Charges (1)..... Residential Unit Common Charges	$ 960,072
Hotel Unit 1 Common Charges	$ 253,475
Hotel Unit 2 Common Charges.....	$ 749,934
Commercial Unit 3 Common Charges.....	$ 27,679
Storage Bin Fees (2)	$ 9,408
TOTAL PROJECTED INCOME.....	$2,000,568

PROJECTED EXPENSES:

Salary, Wages, Payroll Taxes & Benefits (3).....	$ 869,948
Heat and Hot Water (4).....	$ 356,780
Cooking Gas (5).....	$ 6,321
Electricity (6).....	$ 244,811
Water & Sewer (7).....	$ 98,508
Repairs & Maintenance (8).....	$ 30,000
Services & Supplies (9).....	$ 166,400
Insurance (10).....	$ 83,800
Management Fee (11).....	$ 72,000
Legal & Auditing Fees (12).....	$ 17,000
Administration (13).....	$ 15,000
Contingency (14).....	$ 40,000
TOTAL PROJECTED EXPENSES (15).....	$2,000,568

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 - $1,991,160)

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 December 1, 2009. The actual first year of operation may be earlier or later.

The allocation for the shared items between the Residential Units and Hotel Unit 1 and Hotel Unit 2 was based predominately on allocable share with the Residential Units paying 47.35% of all shared items and Hotel Unit 1; paying 13.30%; and Hotel Unit 2 paying 39.35%. Certain expense items were allocated based on each Unit's Common Interest Percentage; 12.55%, Hotel Unit 1; 37.13%, Hotel Unit 2; 44.68%, Residential Unit, and 5.64%, Commercial Unit 3.

	Total	Residential Units	Hotel Unit 1	Hotel Unit 2	Commercial Unit 3
Projected Income					
Residential Unit Common Charges (1)	$ 960,072	$ 960,072	$	$	$
Hotel Unit 1 Common Charges	$ 253,475	$	$ 253,475	$	$
Hotel Unit 2 Common Charges	$ 749,934	$	$	$ 749,934	$
Commercial Unit 3 Common Charges	$ 27,679	$	$	$	$ 27,679
Storage Bin Fees (2)	$	$ 9,408	$	$	$
Total Projected Income	$2,000,568	$ 969,480	$ 253,475	$ 749,934	$ 27,679
Projected Expenses					
Salary, Wages, Payroll Taxes (3) & Benefits	$ 869,948	$ 406,026	$ 114,047	$ 337,423	$ 12,452
Heat, & Hot Water (4)	$ 356,780	$ 168,935	$ 47,452	$ 140,393	$ ---
Cooking Gas (5)	$ 6,321	$ 6,321	$ ---	$ ---	$ ---
Electricity (6)	$ 244,811	$ 156,636	$ 22,274	$ 65,901	$ ---
Water & Sewer (7)	$ 98,508	$ 37,912	$ 15,308	$ 45,288	$ ---
Repairs & Maintenance (8)	$ 30,000	$ 13,404	$ 3,765	$ 11,139	$ 1,692
Services & Supplies (9)	$ 166,400	$ 78,064	$ 21,928	$ 64,874	$ 1,534
Insurance (10)	$ 83,800	$ 37,442	$ 10,517	$ 31,115	$ 4,726
Management Fee (11)	$ 72,000	$ 32,170	$ 9,036	$ 26,734	$ 4,060
Legal & Auditing Fees (12)	$ 17,000	$ 7,596	$ 2,133	$ 6,312	$ 959
Administration (13)	$ 15,000	$ 7,102	$ 1,995	$ 5,903	$ ---
Contingency (14)	$ 40,000	$ 17,872	$ 5,020	$ 14,852	$ 2,256
Total First Year Budget	$2,000,568	$ 969,480	$ 253,475	$ 749,934	$ 27,679

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

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

(2) **STORAGE BIN FEES- (Budget - $9,408)**

Owners of the storage bins will be obligated to pay a monthly fee to the Condominium for the use of the storage bins in an amount determined from time to time by the Condominium Board to cover the Condominium's costs of operation and maintenance of the storage area. The estimated monthly license fee for the first year of Condominium operation is $1.00 per square foot per month per storage bin. The total square footage of the bins is 784 square feet for a total annual fee of $9,408.

(3) **SALARIES, WAGES, PAYROLL TAXES & BENEFITS - (Budget - $869,948)**

The budgeted amount includes base wages, worker's compensation and disability insurance, welfare and pension costs, payroll taxes and the cost of sick days, holidays, and vacation pay for a projected shared building staff of 1 General Manager, 1 Engineer, 2.8 Concierge, 4.2 Doormen, 1 Housekeepers, 1 Repair & Maintenance Personnel. The projected level of staffing complies will all applicable housing and labor laws. It is anticipated that such employees will be non-union members.

Position	Weekly Base Wage Rate
(1) General Manager – Shared	$ 135,000 per annum
(1) Engineer – Shared	$ 85,000 per annum
(4.2) Doormen - Shared	$ 10.00 per hour
(2.8) Concierge - Shared	$ 18.00 per hour
(1) Housekeepers	$ 17.50 per hour
(1) Repair & Maintenance Personnel	$ 19.00 per hour
4.2 Security Officers – Shared	$ 19.00 per hour
Total Shared Base Wages	$ 654,096

The benefits, payroll taxes, worker's compensation, disability insurance, and vacation pay are calculated at 33% of base wages for all positions.

The total benefits, payroll taxes, workers compensation, disability, vacation pay is estimated to be $161,077 for shared personnel and $54,775 for security officers.

The total shared wages and benefits for the First Year of Condominium Operation is estimated to be $649,189 and the security cost is $220,759.

These payroll costs will be shared between the Residential Units and Hotel Unit 1 and Hotel Unit 2 based upon their allocable share. Commercial Unit 3 will only share the cost of the security officers based upon its Common Interest Percentage.

(4) **HEAT & HOT WATER - (Budget - $356,780)**

The budgeted amount is based upon a letter from MG Associates located at 116 West 32nd Street, New York, NY 10001 sponsor's consulting engineers dated April 28, 2008. It is anticipated that the annual consumption of gas for heat and hot water for the Residential Units and Hotel Unit 1 and Hotel Unit 2 will be approximately 230,913 therms at $1.40 per therm for a total cost of $323,278. The annual cost of diesel fuel oil for the generator testing is expected to be $1,067. A 10% inflation factor has been added.

Hotel Unit 1 will pay 13.3% of this expense, Hotel Unit 2 will pay 39.35% and the Residential Unit will pay 47.35%. Commercial Unit 3 will be separately metered for heat and hot water usage.

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.

(5) **COOKING GAS – (Budget - $6,321)**

The Residential Units will not be separately metered for gas to be used for cooking. Based on a letter dated April 28, 2008, from MG Associates, it is estimated that the gas cost for apartment cooking based on 4104 therms at $1.40 per therm will be $5,746. A 10% inflation factor has been added. This expense item will be borne solely by the Residential Unit. Commercial Unit 3 will be separately metered or sub metered for cooking gas.

(6) **ELECTRICITY - (Budget - $244,811)**

The electricity consumption for the first year of Condominium Operation was estimated by MG Associates in a letter dated May 19, 2008 at 1,059,786 kilowatt hours of electricity, at an average rate of $.21 per kilowatt hour of electricity including applicable sales tax, resulting in an annual cost of $222,555.

This estimate includes costs for the common area air conditioning units, distribution pumps, cooling tower, chiller, miscellaneous floor loads, elevators and lighting. Electricity costs can vary depending upon consumption and demand factors. A 10% inflation factor has been included.

The costs for the estimated electricity for the General Common Elements has been allocated to the Residential and Hotel Units based on their allocable share. These costs are estimated to be $ 167,474 for the first year of Condominium Operation. The Residential Units will bear the full cost of the Common area electricity which will be utilized in the Residential portion of the building. The cost is estimated to be $77,337 during the first year of Condominium Operation.

(7) **WATER & SEWER – (Budget - $98,508)**

The building will have a single main water meter, which will measure actual water usage. Based upon a letter from MG Associates, dated April 28, 2008, water and sewer charges are based upon a combined charge of $5.23 per 100 Cu. Ft. and an estimated usage of 10,533 C.C.F. for the Hotel Unit and 6,590 for the Residential Unit.

The annual water and sewer charges during the first year of Condominium Operation is estimated at $98,508. A 10% inflation factor has been included. Hotel Unit 1, and Hotel Unit 2 will share in this expense based on their allocable shares and the Residential Unit will pay $ 37,912.

Commercial Unit 3 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.

(8) **REPAIRS & MAINTENANCE – (Budget - $30,000)**

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. Repairs and Maintenance have been allocated to all Units based on all Units Percentage of Common Interest.

(9) SERVICE & SUPPLIES - (Budget - $166,400)

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 new, 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. 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	$ 20,000
Elevator Maintenance	$ 48,000
Sprinkler System/Fire Protective Alarm System	$ 16,000
Marble Maintenance	$ 7,200
Exterminator	$ 7,200
Water Treatment	$ 6,000
Cleaning & General Supplies	$ 25,000
Landscaping	$ 5,000
Window Cleaning	$ 32,000

It is anticipated that the Residential Unit will pay their allocable share of 47.35%, Hotel Unit 1 will pay 13.3% and Hotel Unit 2 will pay 39.35% of these expenses. Commercial Unit 3 will not share in this expense item except for sprinkler system/fire protection, exterminator, and $4,000 of the $25,000 in cleaning and general supplies which will be apportioned to all Units based on their Percentages of Common Interest.

(10) INSURANCE – (Budget - $83,800)

Based upon the proposal dated February 11, 2008, from Rampart Group, having an office address at 1983 Marcus Avenue, Lake success, NY 11042. 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

$50,000,000	Building, All Risk, "Special Form", Agreed Amount, No Co-insurance, Replacement Cost, Terrorism Included, $5,000 Deductible on building and Personal Property
Included	Boiler & Machinery
$1,000,000	Business Income Limit
$ 50,000	Personal Property Limit

General Liability Policy

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

Umbrella Liability

$ 75,000,000	Per Occurrence/Aggregate

The annual premium for the above mentioned insurance policy is estimated to be $83,800.

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. All Units are sharing in increased insurance premium due to the Hotel Unit and Commercial Unit in the building.

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.

(11) MANAGEMENT FEE - (Budget - $72,000)

At or prior to the First Closing, the Condominium will enter into a management agreement with Tecton Hospitality, having an office address at 1101 Brickell Avenue, Suite 1400, Miami FL 33131. The agreement will be for an initial term of 3 years.

The Managing Agent will receive an annual fee of $72,000 payable in equal monthly installment of $6,000. The Managing Agent's fee for the first year of Condominium operation is comparable to the "going rate" for similar services in comparable buildings.

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

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

(12) LEGAL & AUDIT FEES – (Budget - $17,000)

The Condominium will engage a law firm to act as the attorney for the Condominium. The estimated cost for these services for the Condominium's first year is $2,000. It is anticipated that the Condominium will enter into an agreement with Hyman & Associates, located at 580 Sylvan Avenue, Englewood Cliffs, NJ 07637 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 $15,000.

These professional fees are for the entire Condominium and have been allocated to all units within the Condominium based upon each unit's Percentage of Common Interest.

(13) ADMINISTRATION – (Budget - $15,000)

The budgeted amount includes anticipated expenses for telephone, beepers, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees, music and entertainment, recruitment expense, training and local telephone usage for the front desk managers.

These costs for administrative fees have been allocated to the Residential Units, Hotel Unit 1 and Hotel Unit 2 based on their allocable shares. Commercial Unit 3, will not share in this expense.

(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 as well any possible income taxes payable by the Condominium as a result of the Condominium not qualifying for tax exempt status as a homeowner's association.

The contingency is for the entire Condominium and has been allocated to all units within the Condominium based upon each unit's respective Percentage of Common Interest.

(15) TOTAL PROJECTED EXPENSES – (Budget - $2,000,568)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from December 1, 2009 – November 30, 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SCHEDULE B-1

Projected Annual Electricity Cost

Electric Cost 0.21 Per KWH

Floor	Type	Area(sf)	Ltg/Power Demand(KW)	Annual Ltg/Power(KWH)	Electric Dryers Usage(KW)	Annual Dryer Usage(KWH)	Electric Oven load(KW)	Annual Oven usage (KWH)	Cooling Power(KW)	Annual Cooling Power(KWH)	Total Annual Usage	Estimated Annual Electric Cost
PH3	3-Bed											
Duplex		3,040	54.00	39,420	5.00	780	6.20	2,263	9.9	29,525	71,988	$ 15,117.48
PH2	3-Bed	2,530	44.80	32,558	5.00	780	6.20	2,263	9.9	29,525	65,126	$ 13,676.44
PH1	3-Bed	2,551	44.80	32,558	5.00	780	6.20	2,263	9.9	29,525	65,126	$ 13,676.44
43												
A	Bed N sm	1,133	21.90	15,987	5.00	780	6.20	2,263	3.3	9,842	28,872	$ 6,063.04
B	2 Bed N.	1,223	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
42												
A	Bed N sm	1,152	21.90	15,987	5.00	780	6.20	2,263	3.3	9,842	28,872	$ 6,063.04
B	2 Bed N.	1,223	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
41												
A	Bed N sm	1,171	21.90	15,987	5.00	780	6.20	2,263	3.3	9,842	28,872	$ 6,063.04
B	2 Bed N.	1,223	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
40												
A	Bed N sm	1,190	21.90	15,987	5.00	780	6.20	2,263	3.3	9,842	28,872	$ 6,063.04
B	2 Bed N.	1,223	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
39												
A	Bed N sm	1,209	21.90	15,987	5.00	780	6.20	2,263	4.0	11,929	30,959	$ 6,501.44
B	2 Bed N.	1,223	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
38												
A	2-Bed N.	1,222	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
C	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
B	1-Flex SE	573	9.40	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
37												
A	2-Bed N.	1,241	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
C	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
B	1-Flex SE	573	9.40	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
36												
A	2-Bed N.	1,260	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
C	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
B	1-Flex SE	573	9.40	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
35												
A	2-Bed N.	1,279	22.60	16,498	5.00	780	6.20	2,263	4.0	11,929	31,470	$ 6,608.75
C	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
B	1-Flex SE	573	9.40	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
34												
B	1-Bed NE	738	10.00	7,300	5.00	780	6.20	2,263	2.0	5,965	16,308	$ 3,424.60
D	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
A	Flex NW	532	9.4	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
C	1-Flex SE	574	9.60	7,008	5.00	780	6.20	2,263	2.0	5,965	16,016	$ 3,363.26
33												
B	1-Bed NE	748	10.00	7,300	5.00	780	6.20	2,263	2.0	5,965	16,308	$ 3,424.60
D	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
A	Flex NW	541	9.4	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
C	1-Flex SE	574	9.60	7,008	5.00	780	6.20	2,263	2.0	5,965	16,016	$ 3,363.26
32												
B	1-Bed NE	758	10.00	7,300	5.00	780	6.20	2,263	2.0	5,965	16,308	$ 3,424.60
D	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
A	Flex NW	550	9.4	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
C	1-Flex SE	574	9.60	7,008	5.00	780	6.20	2,263	2.0	5,965	16,016	$ 3,363.26
31												
B	1-Bed NE	768	10.00	7,300	5.00	780	6.20	2,263	2.0	5,965	16,308	$ 3,424.60
D	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
A	Flex NW	559	9.4	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
C	1-Flex SE	574	9.60	7,008	5.00	780	6.20	2,263	2.0	5,965	16,016	$ 3,363.26
30												
B	1-Bed NE	778	10.00	7,300	5.00	780	6.20	2,263	2.0	5,965	16,308	$ 3,424.60
D	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
A	Flex NW	568	9.4	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
C	1-Flex SE	574	9.60	7,008	5.00	780	6.20	2,263	2.0	5,965	16,016	$ 3,363.26
29												
B	1-Bed NE	788	10.00	7,300	5.00	780	6.20	2,263	2.0	5,965	16,308	$ 3,424.60
D	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
A	Flex NW	577	9.8	7,008	5.00	780	6.20	2,263	2.0	5,965	16,016	$ 3,363.26
C	1-Flex SE	574	9.40	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
28												
B	1-Bed NE	798	10.00	7,300	5.00	780	6.20	2,263	2.0	5,965	16,308	$ 3,424.60
D	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
A	Flex NW	586	9.6	7,008	5.00	780	6.20	2,263	2.0	5,965	16,016	$ 3,363.26
C	1-Flex SE	574	9.40	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62
27												
B	1-Bed NE	808	10.00	7,300	5.00	780	6.20	2,263	2.0	5,965	16,308	$ 3,424.60
D	1-Bed SW	650	9.70	7,081	5.00	780	6.20	2,263	2.0	5,965	16,089	$ 3,378.61
A	Flex NW	595	9.8	7,008	5.00	780	6.20	2,263	2.0	5,965	16,016	$ 3,363.26
C	1-Flex SE	574	9.40	6,862	5.00	780	6.20	2,263	2.0	5,965	15,870	$ 3,332.62

E. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

PENMARK
REALTY CORP

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

July 17, 2008

511 Property LLC
15 West 34th Street
New York, New York 10001

Re: Cassa NY Condominium & Hotel
66-70 West 45th Street
New York, New York 10036

Gentlemen:

This is with respect to the offering plan to convert to condominium ownership ("Condominium") the premises located at 66-70 West 45th Street, New York, New York 10036 and the allocation of the Percentage of Common Interest to the respective Units therein.

It is our opinion that the allocation of Percentages of Common Interest allocated to the respective Units as set forth in Schedule A to the above referenced Offering Plan are in compliance with the regulations issued pursuant to Real Property Law Article 9-B, Section 339-i.

The Sponsor has used the method (iv) contained in Section 339-i(1) of the Real Property Law, that is based upon floor space, subject to relative value to the 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.

Penmark Realty has been actively engaged in the management of residential property since 1960, including cooperative and condominium apartments. The company currently manages approximately Seventy (70) condominium or cooperative apartment buildings in New York City.

This firm will not act as the managing agent nor as the selling agent of the Condominium. We have no beneficial interest in the Sponsor and no interest in the profits of this plan to convert the premises to condominium ownership other than the fee for this service.

We hereby authorize the use of our name and this letter in connection with the proposed Offering Plan.

Very truly yours,

PENMARK REALTY CORPORATION

By:
Name: Leslie Bogen Winkler
Title: Vice President

820 Second Avenue • New York, NY 10017 • 212-876-4200 • F 212-876-4258

F. COMMERCIAL UNITS

Subject to certain restrictions set forth in the Declaration and Condominium By-Laws, the Commercial Units (not offered hereby) may be used for any lawful purpose, including, without limitation, for retail, hotel, restaurant, banking, commercial, office, storage, garage and utility purposes. The Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Commercial Units (including the storefronts thereof) which are permitted by law and applicable zoning ordinances. It is currently anticipated that Hotel Unit 1 will initially be used as a hotel (and ancillary uses), Hotel Unit 2 will initially be used as a hotel (and ancillary uses), and Commercial Unit 3 will initially be used as a restaurant (and ancillary uses), although no representation or warranty is made with respect to such initial or any subsequent uses of such Commercial Units with respect to who the owner or tenant(s) of the Commercial Units may be at any time. It is currently anticipated that Hotel Unit 1 and Hotel Unit 2 will initially be operated as a single hotel.

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

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

After operation of the Condominium has commenced, it is anticipated that the Common Charges payable by each of the Commercial Unit Owners and the Residential Board (on behalf of the Residential Unit Owners) may be periodically adjusted, but not more frequently than once each year, to reflect the proportion properly attributable to the then amount of usage by each of the Commercial Unit Owners. If the Condominium Board, any of the Commercial Unit Owners or the Residential Board cannot agree on such adjustment, the dispute will be submitted to arbitration in accordance with Article 6 of the Condominium By-Laws.

To the extent permitted by law, and subject to certain restrictions set forth in the Declaration and Condominium By-Laws, the Commercial Unit Owners will each have the right with regard to its Unit, without the vote or consent of the Condominium Board, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (except that alterations, additions or improvements which would either in the course of performance or upon completion have a material adverse effect on the structural,

mechanical, electrical or plumbing elements of the Building or would increase insurance premiums or maintenance costs for any other Unit or the Common Elements shall be subject to the approval, not to be unreasonably withheld, of the Condominium Board), to change the size of its Unit by subdividing it into any desired number of condominium units (or by combining any units resulting from such subdivision), and to reapportion among the newly created condominium units resulting from any subdivision (or combination) their appurtenant Common Interests, provided that any such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act. As more particularly provided in Article 10 of the Declaration, the Commercial Unit Owners will each have the right with regard to its Unit to amend the Declaration in order to reflect such changes, or to cause the Condominium Board to do so. If any of the Commercial Units is subdivided or combined, the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Condominium Board or Residential Board or other Unit Owners), set forth above (and in the Declaration), described as pertaining to the Unit Owner of the original Unit or Units in question.

Sponsor and/or its designee (and their respective successors and assigns) shall have an easement to erect, use, lease, license, maintain, repair, replace, and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of the roof of the Building (which is otherwise a Common Element) that is not occupied by any Building installations, without the consent of, or charge by, the Condominium Board or any other Unit Owners.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

G. CHANGES IN PRICES: RESIDENTIAL UNITS AND STORAGE BINS

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

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

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

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

when applicable, to the Declaration. In the event of any such change after the Declaration is recorded, the Declaration and Floor Plans shall each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan. As more particularly provided in the Declaration, Sponsor or its designee will have the right to (or to cause the Condominium Board to) so amend the Declaration and Floor Plans, to the extent required, in order to reflect any such change affecting Unsold Units. In addition, none of the foregoing changes, including any material adverse change in the size, layout or Common Interest of a Residential Unit or in the amount or quality of Residential Limited Common Elements directly affecting or servicing a Residential Unit, will be made with respect to any Residential Unit for which an Agreement has been mutually executed and delivered and the Purchaser hereunder is not in default, unless: (a) such change has been dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc.) and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists and set forth in an amendment to the Plan, and the Purchaser is offered the right in such amendment, for at least 15 days, to rescind his or her Agreement and receive a refund of the Deposit, together with all interest earned thereon, and the Purchaser elects not to exercise such right of rescission; or (b) such change is not a material adverse change in the size, dimension or floor space or layout of such Unit, in which event a Purchaser will not be excused from purchasing such Unit by reason of such minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

H. INTERIM LEASES

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

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

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

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

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

expenses incurred by Sponsor to obtain possession of the Unit, including the cost of litigation and reasonable attorneys' fees and expenses.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

I. PROCEDURE TO PURCHASE

1. Execution of Documents

Any party desiring to exercise the option to purchase a Residential Unit will be required to execute four (4) original counterparts of the Agreement, in the form set forth as Exhibit 1 in Part II of the Plan, for each such Unit desired. The Agreement sets forth in detail the terms of sale with respect to the Residential Units offered hereunder and should be read carefully by each prospective Purchaser. In the event of any conflict or ambiguity between the Plan and the Agreement, the provisions of the Plan shall control.

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

A Purchaser shall deliver to Selling Agent, together with the four (4) signed original counterparts of the completed Agreement, the following: three completed and signed copies of Form W-9 (Request for Taxpayer Identification Number and Certification), Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other appropriate Form W-8, as applicable, in the form required by law (the forms currently required by law are reproduced as Exhibits 1A and 1B in Part II of this Plan).

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

2. Deposits/Escrow

(a) General

As set forth above, a prospective Purchaser shall deliver to Selling Agent, together with the four (4) signed original counterparts of the completed Agreement, an option payment (any of the following amounts, the "Initial Deposit") in an amount equal to: (a) 10% of the Purchase Price; or (b) 50% of the Purchase Price if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity). A prospective Purchaser who, in accordance with the previous sentence, was only required to make an Initial Deposit equal to 10% of the Purchase Price will be required to make, in addition to the Initial Deposit, an additional option payment equal to 5% of the Purchase Price of such Purchaser's Unit (the "Additional Deposit") due and payable no later than the earlier to occur of six (6) months after the date of the Agreement or 15 days after Sponsor serves Purchaser with written notice of an amendment to the Plan declaring the Plan effective, but in no event later than the Closing. No Additional Deposit shall be required if the Purchaser is a foreign government or other person or entity referenced in (b) of the first sentence of this paragraph and who or which has made a 50% Initial Deposit as described above. The term "Deposit", as used in this Plan, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. All such payments shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent." All such checks shall be subject to collection and if any such check is returned for insufficient funds or for any other reason, Sponsor shall have the right, among other things, to deem such Agreement to be cancelled and of no further force or effect, and to retain any Deposit and other amounts previously deposited.

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

Deposits or advances received by Sponsor will be held in escrow by Kramer Levin Naftalis & Frankel LLP (the "Escrow Agent") and placed in the Escrow Account (as hereinafter defined) in conformity with the procedure set forth herein. Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto, and the provisions of Lien Law Section 71-a(3), as applicable.

All Deposits or advances made by Purchasers prior to closing of each individual transaction will be placed, within five business days after the Agreement is signed by all necessary parties, or within five business days after receipt, in the case of, Deposits or advances made subsequent to the execution of the Agreement, in a segregated special escrow account (the "Escrow Account") of Kramer Levin Naftalis & Frankel LLP, the Escrow Agent, whose address is 1177 Avenue of the Americas, New York, New York 10036, and whose telephone number is 212-715-9100. The signatories on the Escrow Account authorized to withdraw funds are any

one of Jay A. Neveloff, Jonathan H. Canter, Paul S. Pearlman, Neil R. Tucker, James Godman and Howard J. Rothman. The name of the Escrow Account will be Cassa NY Condominium Attorney Escrow Account or similar name, located at Citibank, N.A., 666 Fifth Avenue, New York, New York 10103, (the "Bank"), or such other substitute bank and/or account type and/or title as may be designated in an amendment to the Plan. The Bank is covered by federal bank deposit insurance up to a maximum of $100,000 per individual depositor. Deposits made by a Purchaser in excess of $100,000 in the aggregate in connection with the purchase of a Residential Unit or Residential Units will not be federally insured.

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

Sponsor is required by law to submit a Form 1099-INT to the Internal Revenue Service reporting interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of its Agreement or the Plan.

Within 10 business days after delivery by Sponsor of the Initial Deposit to Escrow Agent, Escrow Agent will notify the Purchaser that such funds have been deposited into the Escrow Account and will provide the account number and the initial interest rate. If the Purchaser does not receive notice of such deposit within 15 business days after delivery by Sponsor of the Initial Deposit to Escrow Agent, the Purchaser may cancel the purchase and rescind the Agreement so long as the right to rescind is exercised within 90 days after tender of the Initial Deposit. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the Purchaser in conformity with the Attorney General's regulations. Except as set forth above in this paragraph, the Escrow Agent will hold funds in escrow until otherwise directed in (i) a writing signed by both Sponsor and the Purchaser, (ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations, or (iii) a judgment or order of a court of competent jurisdiction.

If there is no written agreement between the parties to release the escrowed funds, the Escrow Agent will not pay the funds to Sponsor until the Escrow Agent has given the Purchaser

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

Sponsor will not object to the release of the escrowed funds to: (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or (ii) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

Purchasers and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the escrowed funds and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute that needs to be resolved. A form for this purpose is set forth in Part II of the Plan. The party applying for a determination must send all other parties a copy of the application. Pending the determination of the Attorney General to grant or deny the application, Sponsor, the Purchaser and the Escrow Agent shall abide by any interim directive issued by the Attorney General. If the application seeking the release of funds is denied, the Escrow Agent shall continue to hold the deposit and any interest earned thereon until: (i) both Sponsor and the Purchaser direct payment to a specified party in accordance with a written direction signed by both Sponsor and the Purchaser; (ii) a judgment or order of a court of competent jurisdiction is served on the Escrow Agent; or (iii) the Escrow Agent deposits the disputed amount into Court. In no event shall the Escrow Agent release funds in dispute, other than a payment of such funds into court, until such dispute is finally resolved either by determination of the Attorney General or by order or judgment of a court of competent jurisdiction or by written agreement of Sponsor and Purchaser. Under no circumstances shall Sponsor apply for release of the escrowed funds of a defaulting Purchaser until after consummation of the Plan, and consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law 352-h. A copy of the escrow agreement which incorporates the terms of the Attorney General's regulations is set forth in Exhibit 11 in Part II of the Plan.

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

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

The New York State Department of Law may perform random reviews and audits of any records concerning the Escrow to determine compliance with applicable statutes and regulations.

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

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

If the Offering Plan is to be abandoned after filing and the Sponsor has accepted Purchase Agreements, the Sponsor shall promptly submit an amendment to the Office of the Attorney General together with form RS-3 as promulgated by the Office of the Attorney General. If payments under Purchase Agreements have been received, the amount of such funds and the manner and time when these funds will be returned to purchasers must be disclosed. The funds must be returned within five (5) days after the amendment abandoning the Offering Plan has been accepted for filing. If there are no outstanding Purchase Agreements, the Sponsor need not submit an amendment but shall submit a form RS-3 to the Office of the Attorney General which shall be served simultaneously by the Sponsor on all commercial or professional tenants, if any, in the manner specified by Section 20.1(d)(1) of this Part.

3. Date of the First Closing

In the event the actual or anticipated commencement date of the projected 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 therefor, and if: (i) such amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur within 12 months after December 1, 2009, the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or such 12 month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers.

4. Default

In the event that a Purchaser fails to close title on the date set for closing or otherwise fails to perform any other obligation under his or her Agreement, and such default is not cured within 30 days after Sponsor gives written notice to such Purchaser of the default, Sponsor may, at its option, may cancel such Agreement and retain as liquidated damages the Deposit made by the Purchaser, together with all interest earned thereon, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other

expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy. In such case, all rights, obligations and liabilities of Sponsor and the Purchaser to each other shall cease and terminate and Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

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

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

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

5. Risk of Loss

The risk of loss to any Residential Unit by fire or other casualty prior to the closing of title to such Residential Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Residential Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore such Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the

Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Condominium Board, the Residential Board, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the Condominium By-Laws or the Residential By-Laws (see the Sections entitled "The Condominium Board" and "Rights and Obligations of the Unit Owners and the Residential Board" in Part I of the Plan for further discussion), the Agreement shall be deemed terminated, Sponsor shall return to the Purchaser the entire Deposit, together with interest earned thereon, and the parties shall be released and discharged from all rights, obligations and liability under the Agreement and this Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

6. Financing

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

7. Transfer (and Mansion) Taxes

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

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

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

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall expressly and voluntarily waive such immunity and consent to any suit action or proceeding arising out of or relating to the Agreement being brought in any state or Federal court in the State of New York. Any such purchaser shall designate C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Agreement.

J. ASSIGNMENT OF AGREEMENTS

An Agreement may not be assigned by the Purchaser hereunder. If a Purchaser desires to assign its rights under an Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by, the Purchaser that differs from the name on the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to Selling Agent or Sponsor's Counsel, four signed assignments of the Agreement (to be prepared by Sponsor's Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification), Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other appropriate Form W-8, as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Forms W-9, Forms W-8BEN, or other appropriate Forms W-8, as applicable, must be delivered to the Selling Agent or Sponsor's Counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000 made payable to "Kramer Levin Naftalis & Frankel LLP" (for services rendered in connection with the assignment), not less than 20 days prior to the date scheduled for the Purchaser's closing. In no event will the Purchaser (or its assignee or any added or substituted party) have the right to adjourn or postpone the closing as a result of such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Agreement; and the prohibition against advertising or listing any Unit(s) for sale or resale with any broker or otherwise advertising, promoting or publicizing the availability of such Unit(s) for sale shall remain in effect.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

K. EFFECTIVE DATE

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

The Plan may be declared effective, at Sponsor's option, when bona fide Agreements (including those executed by investors) have been executed and are in effect with respect to not less than nine (9) Residential Units, representing 15% of the Residential Units offered hereby. The Plan must, however, be declared effective when bona fide Agreements have been executed and are in effect with respect to at least forty-five (45) Residential Units representing 80% or more of such Units. Sponsor's Construction Lender (as hereinafter defined) requires that the Plan will not be declared effective until Agreements have been executed for at least 25% of the Residential Units, notwithstanding anything contained herein.

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

L. TERMS OF SALE

1. Prerequisites to Closing of Title

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

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

(b) a temporary or permanent certificate of occupancy for the Unit is in effect (unless Sponsor and such Purchaser otherwise agree in writing or Sponsor is unable to obtain such temporary or permanent certificate of occupancy for the Unit as a result of special work being done in the Unit at the request of the Purchaser);

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

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

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

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

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

At the closing of title to each Residential Unit, Sponsor shall execute and deliver to the Purchaser a bargain and sale deed with covenant against grantor's acts, substantially in the form of the Unit Deed set forth as Exhibit 3 in Part II of the Plan, conveying title to the Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances. The Permitted Encumbrances are set forth in Schedule A to the Agreement which is Exhibit 1 in Part II of the Plan. The Purchaser shall also sign the Unit Deed. All personal property located within the Unit on the date that the Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by Sponsor (or the owner of the Property), will be included in the conveyance, unless specifically excepted by the terms of the Plan.

Simultaneously with the delivery of the Unit Deed, the Purchaser shall pay the balance of the purchase price and the closing apportionments and costs described in "Unit Closing Costs and Adjustments" in Part I of the Plan. Payments shall be by official bank or cashier's check or

unendorsed certified check drawn on or issued by a bank or trust company which is a member of the New York Clearing House Association, payable to the direct order of Sponsor or to such other party or parties as Sponsor notifies the Purchaser prior to the closing. Purchasers are advised that uncertified attorney escrow checks and other non-conforming checks may not be accepted by Sponsor. Any delay in closing occasioned by the presentation of such checks shall be deemed to have been caused by Purchaser and may, at the option of Sponsor, constitute a default under the Agreement and/or give rise to additional costs or expenses to be borne by Purchaser.

3. Tax Returns and Power of Attorney

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

4. Mortgage/Construction Loan

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

5. Tax-Deferred Exchanges

The form of Agreement (Exhibit 1 in Part II of the Plan) provides that in the event a Residential Unit is being acquired by a Purchaser as part of a tax-deferred exchange under §1031 of the Internal Revenue Code, Sponsor shall reasonably assist and cooperate in such tax-deferred exchange, provided, however, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of the Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of the Agreement or otherwise result in a reduction of Sponsor's rights, remedies and

privileges under the Agreement or increase any of Sponsor's obligations or duties under the Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of such tax-deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of any of the amounts due under the Agreement other than as set forth therein or in the Plan. Purchaser shall indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees and expenses) or liabilities incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity shall survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

M. UNIT CLOSING COSTS AND ADJUSTMENTS

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

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

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

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

(i) multiply the Purchase Price by the RPT Tax rate to compute the tentative RPT Tax;
(ii) multiply the Purchase Price by the NYS Tax rate to compute the tentative NYS Tax;
(iii) add the tentative RPT Tax and tentative NYS Tax to the Purchase Price;
(iv) multiply the sum resulting from (iii) by the RPT Tax rate to determine the actual RPT Tax payable; and
(v) multiply the sum resulting from (iii) by the NYS Tax rate to determine the actual NYS Tax payable.

As an example, in respect of a Residential Unit with a purchase price of $1,000,000 the transfer tax calculation is as follows: (i) $1,000,000 x 1.425% = $14,250; (ii) $1,000,000/$500 x $2 = $4,000; (iii) $1,000,000 + $14,250 + $4,000 = $1,018,250; (iv) $1,018,250 x 1.425% = $14,510.06; (v) $1,018,250/$500 x $2 = $4,073.

Under the current policies of the City of New York Department of Finance, where a purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer, the RPT will be imposed at non-residential rates, i.e., where the consideration is $500,000 or less, the rate will be 1.425%, and where the consideration is in

excess of $500,000, the rate will be 2.625%. This may be the case even if the Residential Units are transferred to the purchaser pursuant to separate sales contracts with separate closing dates. For these purposes, the City of New York Department of Finance has taken the position that the consideration for the transfer of a Unit is not aggregated with the consideration for the transfer of other Units under separate deeds for purposes of determining total consideration. There is no guarantee that the City of New York will not change its positions with respect to the foregoing. In such case, Purchasers may be obligated to pay applicable transfer taxes plus additional interest and penalties.

Purchaser shall also pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," which is currently 1% of the Purchase Price (including such taxes as are deemed part of the consideration) when the consideration is $1,000,000 or more.

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

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

6. Closing Fees: For each Unit, the sum of $1,875 is payable to Sponsor's Counsel to reimburse Sponsor for a portion of its legal fees incurred in connection with the

closing of title of the Purchaser's Unit and $275 for the preparation of ACRIS transfer documents required by the City of New York. For each issuance of a Storage Bin License, the Purchaser shall pay to Sponsor's Counsel the sum of $600 to reimburse Sponsor for a portion of its legal fees in connection with processing the issuance of such Storage Bin License. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice), the closing may be held elsewhere in New York City, provided that an additional travel fee is paid to Sponsor's Counsel equal to: (a) $600 if the closing is held elsewhere in Manhattan; and (b) $950 if the closing is held in a borough other than Manhattan. In addition: (i) if the closing is adjourned through no fault of Sponsor, the Purchaser will be required to pay to Sponsor's Counsel an additional fee of $600 for each adjournment to help defray the cost of preparing for and coordinating the new closing; (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance, for preparation of an assignment agreement; and (iii) if Purchaser obtains mortgage financing, then Purchaser shall pay Sponsor's Counsel an additional fee of $750 to defray additional costs associated therewith. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser.

7. 421(a) Expenses: In the event that a partial real estate tax exemption is granted, all Unit Owners will be required to reimburse Sponsor for Sponsor's costs in an amount not to exceed $200,000 in obtaining such exemption including, but not limited to, Sponsor's legal and consulting fees, application expenses and the cost of purchasing a sufficient number of 421-a eligibility certificates ("Certificates") from HPD by builders of qualifying low income housing who obtain Certificates from HPD and then sell them in an unregulated market to developers of qualifying multi-family housing. The price of Certificates varies according to their availability, cost of production, and market factors. Sponsor will endeavor to make the most cost-efficient purchase at the appropriate time, but cannot guarantee the final cost of purchasing Certificates.

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

9. Common Charges: In addition to the contribution to the Working Capital Fund as described in paragraph 7 above, Purchaser will pay to the Condominium Board the Condominium Common Charges for the Unit for the first full month following the month in which title closes. If Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), Purchaser shall pay to the Condominium Board an amount equal to the Condominium Common Charges for such Unit for a period of two years as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the Condominium By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of the Condominium By-Laws, the Condominium Board may use, apply, or retain the whole or any part of the security so paid in

advance to the extent required for the payment of any Condominium Common Charges or any other sum as to which such Unit Owner is in default; and such Unit Owner shall, within 30 days after notice from the Condominium Board, deposit with such Condominium Board the amount so applied or retained so that at the option of the Condominium Board, such Board shall have the full amount of said security on hand at all times.

The following table illustrates the projected closing costs (based on current rates) for a typical Residential Unit purchased by a Purchaser at a Purchase Price of $1,000,000 assuming such Purchaser finances 80% (i.e., $800,000) of the purchase price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$3,832.00
Fee for recording Unit Deed (7 pages) and Unit Owner's Power of Attorney (5 pages)	$124.00
Mortgage Loan Closing Costs	
- recording mortgage (assuming 20 pages)	$132.00
- mortgage recording tax (at 2.175% of $800,000 less $30.00 credit and 0.25% to be paid by lending institution) (Purchaser may be required to pay a portion of such tax directly to Sponsor)	$17,370.00
- mortgage title insurance (if purchased simultaneously with fee insurance)	$1,006.20
- other bank charges ("assuming points" of 1% of mortgage amount, an appraisal fee of $400 and legal fees of $500 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$8,900.00
New York City Real Property Transfer Tax and New York State Deed Stamps	$18,584.06
New York State Mansion Tax	$10,182.50
Working Capital Payment (one month)	$1,161.62
Closing Fee (assuming the closing occurs at the offices of Sponsor's Counsel) and, other than in respect of a mortgage, Purchaser has not incurred any additional fees as set forth above)	$2,900.00
421-a Expenses	$3,510.00
TOTAL	$67,702.38

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

At the closing, adjustments will be made between Sponsor and the Purchaser with respect to: (a) real estate taxes and assessments, if any (including water charges and sewer rents if separately assessed) on the basis of the period for which assessed; (b) Common Charges for the month in which title closes; and (c) accrued rent and any other charges pursuant to any interim lease or occupancy or other rental agreement affecting the Unit, if the Purchaser had been allowed to lease, occupy or rent such Unit prior to the closing.

Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the Condominium Board. If real estate taxes have been separately assessed to each Residential Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first closing. Alternatively, the Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to the unsold units for such six month period and may collect at each Unit closing the estimated amount of taxes attributable to such Unit for the balance of the six month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the finder of the escrow account will be entitled to reimbursement from Unit Owners to the extent of the actual assessment. No escrow will be required if the Condominium By-Laws include as part of the Common Charges, real estate taxes on the property until the units are separately assessed and after assessment Unit Owners will be reimbursed for any overpayment of taxes or assessed for an underpayment.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

N. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Sponsor's Obligations

a. Construction

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

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

Sponsor reserves the right, without prior notice to Purchasers or amendment of this Plan (but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction), to: (a) amend from time to time any of the Plans and Specifications (including changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (b) substitute materials, appliances,

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

The issuance of a temporary or permanent Certificate of Occupancy for the entire Residential Section of the Building shall be deemed presumptive evidence that the construction of such the Residential Section of the Building and its appurtenances and all of the Residential Units have been substantially completed in accordance with this Plan and the Plans and Specifications. However, notwithstanding the foregoing, Sponsor or its representatives will correct, repair or replace all defects in the construction of the Residential Section of the Building and its appurtenances and the Residential Units offered hereby, or in the installation or operation of any appliances, fixtures or equipment in the same, or will cause the same to be corrected, repaired or replaced, but only if such defects are due to improper workmanship or material substantially at variance with the Plans and Specifications, and Sponsor is notified by the Condominium Board, the Residential Board or the affected Unit Owner in writing of such defect: (i) as to the Common Elements, within one year from the earlier of the issuance of a temporary Certificate of Occupancy for the portion of the Building subject to such defect or the date of substantial completion of the portion(s) of the Common Elements which is claimed to be defective; or (ii) as to any Residential Unit, on or prior to the date of closing for such Unit, except that if any such defect in a Unit can be detected only by occupancy of the Unit, Sponsor will correct such defect if notified in writing by the Unit Owner within one year from the earlier of the closing of title to such Unit or the commencement date of an interim lease for such Unit. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in construction or installation or operation of any appliances with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen or others are assigned to the Condominium Board, the Residential Board or Unit Owners; or for any condition resulting from normal wear and tear or natural deterioration or from normal settling or shifting of the Building, or for defects of an insubstantial nature, such as, without limitation, partial or total demise of any landscape improvements, screws, ridging on gypsum board or sheet rock walls, lumber shrinkage, doors or windows sticking due to weather, door warpage, grouting cracks, scratches in formica or porcelain surfaces, bath and kitchen tile grouting cracks, adjustment of any bi-fold doors, walls not square, electrical plates not straight, discolorations or shrinkages, normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the

structural soundness of the Building, ceiling imperfections, slight separation in joints of kitchen tile or wood flooring, warping, cupping or creaking of wood flooring or any nicks, scratches, gouges, imperfections or discolorations thereof, floors out of level, variations in width, length or tone of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, ceiling imperfections, painting defects, alignment of bathroom finishes, air infiltration from windows, any consequential damage resulting from settling (including, without limitation, concrete or drywall cracks which do not impair the structural soundness of the Building), normal plumbing, heating and air conditioning noises, or carpet discoloring and stretching; or for paint touch-ups or for repair of chips, mars, breaks, seal openings or other defects in windows, and window sashes, sliding glass doors, lighting fixtures and globes, interior painted surfaces, sinks, tubs, bowls, shower doors, kitchen cabinets, counter tops, vanity tops and bases, medicine cabinets, doors, mirrors, saddles, appliances, woodwork, doors, hardware, flooring and appliance cabinets, salting, or color variation in exterior colored mortar and deep colored brick, ponding and/or controlled drainage on the roof surface, or cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair shall be made by filling the stone or formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, formica or porcelain surfaces. Except as expressly set forth herein, Sponsor has no obligation to make any repairs of any kind. In no event shall Sponsor be liable for special or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan shall be to repair or, at Sponsor's discretion and option, replace any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), subject to the terms and conditions set forth in this paragraph, provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan.

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

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

representative and the Purchaser will at the time of such execution agree upon and set forth in the inspection statement a list of the incomplete work to be completed in the Unit by Sponsor following the closing for such Unit.

The Housing Merchant Implied Warranty Law (New York State General Business Law Article 36-B) does not apply to this offering. Notwithstanding anything contained herein, Sponsor is obligated to construct the Residential Units and Common Elements in accordance with all applicable building codes and in accordance with the filed Plans and Specifications.

b. Real Property Law §339-kk

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

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

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

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

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

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

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

In addition, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant Owner and secured by a

Unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the Unit Owner under said loan, (ii) RPL 339-kk's effect on assignments of leases and rents given by a non-occupant Owner to mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Condominium Board or the Residential Board after notice from such Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Condominium Board or the Residential Board's failure to give notice to a tenant, or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Unit Owner is brought current in payment of Common Charges, assessments and late fees.

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

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

c. Payment of Expenses

All costs and expenses in connection with the construction of the Building and its appurtenances (including all sums properly due to contractors, subcontractors, suppliers and all others involved in such construction for work performed and fixtures, material and equipment supplied or installed) will be paid by Sponsor. Sponsor will cause all mechanic's liens arising out of the construction of the Building to be bonded or discharged promptly after Sponsor receives notice of the filing of the same. Alternatively, Sponsor will cause the Title Company or the title insurance company insuring a Purchaser's title to a Unit to affirmatively insure against collection of such liens out of, or enforcement of the same against, such Unit by posting a bond or bonds or escrowing a sum of money. However, if a Purchaser's title insurance company refuses to grant such affirmative insurance and the Title Company would have been willing to grant the same at its regular rates without additional premium, neither such lack of affirmative insurance nor the existence of the liens in question will constitute a valid objection to title.

Sponsor will bear all costs and expenses incurred by it in connection with the creation of the Condominium and the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor, except for those expenses incurred in connection with the filing of the 421-a tax exemption, if such exemption is granted. In the event that a partial real estate tax exemption is granted, all Unit Owners will be required to reimburse Sponsor for all of Sponsor's costs in an amount not to exceed $200,000, in obtaining such exemption including, but not limited to, Sponsor's legal and consulting fees, application expenses and the cost of purchasing a sufficient number of 421-a eligibility certificates ("Certificates") from HPD by builders of qualifying low income housing who obtain Certificates from HPD and then sell them in an unregulated market to developers of qualifying multi-family housing. The price of Certificates varies according to their availability, cost of production, and market factors. Sponsor will endeavor to make the most cost-efficient purchase at the appropriate time, but cannot guarantee the final cost of purchasing Certificates.

d. Assignment of Warranties

Upon the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Condominium Board, on behalf of all Residential Unit Owners, the right to proceed under any assignable warranties and other undertakings received by Sponsor from its contractors,

suppliers or others in connection with the construction and equipping of the Residential Section of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Residential Unit shall be assigned to the Purchaser of such Unit on the date of closing of title thereto. Certain warranties with respect to the Building will be held by the Condominium Board on behalf of all Unit Owners and/or certain Commercial Unit Owners as to whose Units such warranties pertain.

e. Certificate of Occupancy

Although the overall Building includes components other than the Residential Section, Sponsor anticipates that the Residential Section will be issued its own temporary and/or permanent Certificate of Occupancy, as the case may be, by the New York City Department of Buildings. In such case, if, as of the First Residential Unit Closing, only a temporary Certificate of Occupancy has been issued, Sponsor will, with respect to the Residential Section, perform all such work (subject to events and circumstances beyond Sponsor's reasonable control, e.g., casualty, strikes, governmental restrictions, acts of god, etc.), submit all such documentation and pay all applicable fees required by the New York City Department of Buildings to continuously renew the temporary Certificate of Occupancy until a permanent Certificate of Occupancy for the Residential Section has been issued; and Sponsor projects, but cannot assure, that a permanent Certificate of Occupancy for the Residential Section will be obtained within two years after the First Residential Unit Closing. If, however, the Department of Buildings will issue a permanent Certificate of Occupancy for the Building as a whole (or only for the Residential Section together with another portion of the Building), Sponsor will, with respect to the Residential Section, perform all such work (subject to events and circumstances beyond Sponsor's reasonable control, e.g., casualty, strikes, governmental restrictions, acts of god, etc.), submit all such documentation and pay all applicable fees required by the New York City Department of Buildings (and will seek to cause all other necessary parties to comply with all requirements of the Department of Buildings) for the continuous renewal of the temporary Certificate of Occupancy until a permanent Certificate of Occupancy covering the entire Building has been issued. In such event, while Sponsor will cause the Residential Section to be constructed in accordance with its obligations as set forth in the Plan, including compliance with all Legal Requirements, issuance of a permanent Certificate of Occupancy for the entire Building may be delayed as a result of the Commercial Units not being promptly completed. Sponsor projects that a permanent Certificate of Occupancy for the entire Building will be issued approximately two years after the First Residential Unit Closing.

Subject to the foregoing, Sponsor will, at its sole expense, do and perform, or cause to be done and performed, all work and will supply, or cause to be supplied, all materials that shall be necessary in connection with the construction of the Residential Section in order to continuously cause the temporary Certificate of Occupancy for the Residential Section to be renewed and to obtain the permanent Certificate of Occupancy therefor, as well as to obtain any requisite certificates or permits relative to the electrical work, plumbing, heating and air-conditioning facilities and elevators exclusively serving the Residential Section.

In the event that a permanent Certificate of Occupancy has not been issued for the Residential Section as of the First Residential Unit Closing, Sponsor will place in escrow with its counsel, an unconditional irrevocable letter of credit issued by an institutional lender, a surety bond from an institutional lender or recognized bonding company acceptable to the Department

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

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

It has been customary for units in newly constructed and gut rehab co-ops and condominiums to close after a temporary certificate of occupancy covering such units has been issued. Sponsor will send closing notices for units covered by temporary certificates of occupancy and purchasers will be required to close with a temporary certificate of occupancy rather than a permanent certificate of occupancy in place. Temporary certificates of occupancy are issued for six months at a time and may be extended for up to 2 years after which they must be succeeded by a permanent certificate of occupancy.

In the event a Temporary Certificate of Occupancy, if required, has not issued as of the closing of title to a particular Unit, the Purchaser shall be required to consummate its purchase of both its Unit and the Storage Bin License.

f. Architect's Inspection and Certification

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

g. Payment of Common Charges and Real Estate Taxes

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

h. Insurance

Sponsor will initially cause the Condominium Board to procure on behalf of the Residential Board, to take effect on or before the date of the First Residential Closing, the insurance relating to the Residential Section which is required to be maintained in accordance with the provisions of the Condominium By-Laws and/or the Residential By-Laws. See the Section entitled "Rights and Obligation of the Unit Owners and the Residential Board" in Part I of the Plan, the cost of which insurance is reflected in the projected Residential Section Budget as set forth herein.

i. Right of Access

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

j. Dissolution

In the event of the dissolution or liquidation of Sponsor, or the transfer of ten (10) or more Residential Units or twenty percent (20%) or more of the total number of Residential Units in the Residential Section, whichever is less, to a single Purchaser, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Residential Units under the Plan and applicable laws or regulations (including, without limitation, Sponsor's representation that Sponsor will endeavor in good faith to sell the Residential Units offered hereunder but subject to the reservation of the unconditional right to rent or lease, rather than sell, such Residential Units).

k. General

All representations under the Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

Sponsor is obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and Sponsor agrees to indemnify the Residential Board and the Residential Unit Owners.

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

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

l. Use of Unsold Residential Units

Sponsor will endeavor in good faith to sell rather than lease the Residential Units in a reasonably timely manner, but nevertheless, reserves the unconditional right, prior to the date of closing title to a Residential Unit, to rent or lease such Residential Unit to Purchasers and others. There are no limitations of any kind on Sponsor's right to rent rather than sell Residential Units.

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

Notwithstanding the foregoing or anything contained herein, in the Declaration, Condominium By-Laws and Residential By-Laws or the Rules and Regulations to the contrary, Sponsor or its designee may, without the permission of the Residential Board use or grant permission for the use of any Unsold Residential Unit (as hereinafter defined) for any purpose, including, but not limited to, the use of any Unsold Residential Units as models and sales and/or promotion offices in connection with the sale or rental of the Residential Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations as to any such use.

m. Alterations of Unsold Residential Units

Sponsor or its designee shall have the right, pursuant (and subject) to the terms of the Declaration and the Condominium By-Laws and Residential By-Laws, as the same may be amended from time to time, without the approval of the Condominium Board, Residential Board or any other Unit Owner or any Mortgagee, to make any alterations, additions, improvements or repairs in or to any Unsold Residential Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary, including, without limitation, the right to combine two or more Unsold Residential Units, or to add more Residential Units by subdividing Unsold Residential Units or to change the number of rooms in, as well as the size, layout and square foot area of any Unsold Residential Unit. Purchasers shall have rights in respect of alterations as are set forth in the Condominium By-Laws and Residential By-Laws and described generally in the Section entitled "Rights and Obligations of the Unit Owners and the Residential Board" in Part I of the Plan.

n. Miscellaneous

Sponsor and/or its designee (and their respective successors and assigns) shall have an easement at any time to erect, use, lease, license, maintain, repair, replace, and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of the roof of the Building (which is otherwise a Common Element) that is not occupied by any Building installations, without the consent of, or charge by, the Condominium Board, Residential Board, any other Unit Owners or the Commercial Unit Owners. Any obligations and rights of the landlord under any such lease or any other similar lease hereafter entered into by such Commercial Unit Owner(s) shall be the obligations and rights, respectively, solely of such Commercial Unit Owner(s) and not of the Residential Section or any other Residential Unit Owner. The Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

O. CONTROL BY SPONSOR

Until the First Annual Residential Meeting of the Residential Unit Owners (the "First Annual Residential Meeting"), the Residential Board shall consist of three persons designated by Sponsor. Sponsor anticipates designating the following persons as the initial Residential Board members (all of whom are experienced in real estate matters and familiar with the Property): Joseph Assa, Salim Assa and Ezak Assa. Sponsor will amend the Plan prior to the First Residential Closing if such three persons shall not constitute the initial Residential Board members. The First Annual Residential Meeting shall be held not later than 30 days following the later to occur of: (a) the second anniversary of the First Residential Closing; or (b) the closing of title to Residential Units representing at least 50% both in number and aggregate Common Interests of all Residential Units to Purchasers; and at such meeting, the incumbent three-member Residential Board designated by Sponsor will resign and a new Residential Board, consisting of five members, will be elected and/or designated by the Residential Unit Owners and Sponsor, as the case may be, as described below.

As a result of the foregoing, there is no provision in the Residential By-Laws that assures a majority of the Residential Board will be Residential Unit Owners, Residential Unit occupants or members of a Residential Unit Owner or Residential Unit occupant's household who are unrelated to Sponsor and its principal within two (2) years after the First Residential Closing. Furthermore, there is no provision in the Condominium By-Laws that assures a majority of the Residential Board will be Residential Unit Owners, Residential Unit occupants or members of a Residential Unit Owner or Residential Unit occupant's household who are unrelated to Sponsor and its principal within two years after the First Residential Closing. In addition, because Sponsor has the unconditional right to rent or lease the Residential Units, there is no commitment to sell more Residential Units than the 15% of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Residential Section or of the Condominium. Because Residential Unit Owners only comprise 44.68% of the total common interest in the Condominium, Residential Unit Owners may never control the Condominium Board.

From and after the First Annual Residential Meeting, the Residential Board shall consist of five members. At meetings of the Residential Unit Owners, Sponsor will have the right to vote all of the Common Interests appertaining to the Residential Units owned by Sponsor as it sees fit. However, in addition, at elections of the Residential Board held after the First Annual Residential Meeting and before the expiration of the Initial Residential Control Period, Sponsor and/or its designee shall have the right to designate three (3) members of the Residential Board, who are related to or affiliated with Sponsor and/or such designee or other Unsold Residential Unit Owner(s); and Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining two (2) members of the Residential Board. During the Initial Residential Control Period, one of the Residential Board members who also serves on the Condominium Board shall be one of the three (3) Sponsor designees to the Residential Board. After the expiration of the Initial Residential Control Period but while Sponsor and/or its designee still owns at least one Residential Unit, Sponsor and/or its designee shall have the right to designate one (1) member of the Residential Board who may be a person related to or affiliated with Sponsor and/or such designee or other Unsold Residential Unit Owner(s); and Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining four (4) members of the Residential Board. The one (1) member of the Residential

Board so designated by Sponsor and/or its designee shall be one of the three (3) Residential Board Members who serves on the Condominium Board. Accordingly, from and after the expiration of the Initial Residential Control Period, at least four of the five members of the Residential Board shall be elected by the Residential Unit Owners (including Sponsor, its designee or other Unsold Residential Unit Owner). From and after the First Annual Residential Meeting at least four (4) members of the Residential Board shall be elected by the Residential Unit Owners and at least two (2) members of the Residential Board who also serve as two of the three representatives of the Residential Section on the Condominium Board shall be elected by the Residential Unit Owners (including Sponsor, its designee or other Unsold Residential Unit Owner). There is no restriction on the right of the Unsold Residential Unit Owners (including Sponsor) to vote for members of the Residential Board who are related to or affiliated with Sponsor, its designee or other Unsold Residential Unit Owners. However, after the expiration of the Initial Residential Control Period, neither Sponsor nor its designee will appoint a majority of members to the Residential Board at the annual meeting of Residential Unit Owners. The "Initial Residential Control Period" means the period ending upon the earlier to occur of the fifth anniversary of the First Residential Closing or the closing of title to Residential Units representing at least 75%, both in number and in aggregate Common Interests, of all Residential Units.

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

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

Until the expiration of the Initial Residential Control Period, the Residential Board may not, without the prior written consent of Sponsor, take any of the following actions (to the extent that the same are within the powers of the Residential Board as set forth in the Residential By-Laws and/or Condominium By-Laws): (i) make any addition, alteration or improvement to the Residential Limited Common Elements or any Residential Unit (unless required by any applicable laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof ("Legal Requirements"); (ii) assess any Residential Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund in respect of the Residential Section; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Residential Section, as provided for in Schedule B "Projected Budget for First Year of Operation" set forth in the Offering Plan (the "First Year's Budget"); (iv) enter into any service or maintenance contract for

work not covered by contracts in existence on the date of the First Residential Closing or otherwise provide services in excess of those referred to in the Offering Plan, except as is required to reflect normal annual increases in operating services; or (v) borrow money on behalf of the Residential Section unless such borrowing is approved by the owners of Residential Units representing at least 75% both in number and aggregate Common Interests of all Residential Units). However, the Residential Board may take any actions or cause the Condominium Board to take any actions, enumerated in subsections (i) through (vi) consent of Sponsor if, and only if such action is necessary, and no other alternative is available, either to enable to Residential Board or the Condominium Board, as the case may be, to comply any Legal Requirements, or to remedy any notice of violation entered against the Residential Section or the Building, or to comply with any proper work order by an insurer of the Residential Section or the Building, or for the health and safety (but not the general conduct or welfare) of the occupants of the Residential Section or the Building. Sponsor may not exercise veto power over expenses described in said Schedule B, or over expenses required: (i) to comply with applicable Legal Requirements; or (ii) to remedy any notice of violation; or (iii) to remedy any work ordered by an insurer.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

P. THE RESIDENTIAL BOARD

1. General

The affairs of the Residential Section shall be governed by the Residential Board, subject to any matters and authority vested in the Condominium Board as described in the Declaration, the Condominium By-Laws and the Residential By-Laws. The Residential Board shall initially consist of three members designated by Sponsor until the First Annual Residential Meeting. Sponsor anticipates designating the following persons as the initial Residential Board members (all of whom are experienced in real estate matters and are familiar with the Property): Salim Assa, Joseph Assa and Ezak Assa. At the First Annual Residential Meeting, the incumbent Residential Board designated by Sponsor will resign and a new Residential Board, consisting of five members, will be elected and/or designated by the Residential Unit Owners and Sponsor, as the case may be, as described above in Section O, except during the Initial Residential Control Period. The First Annual Residential Meeting shall be held not later than 30 days following the later to occur of: (a) the second anniversary of the First Residential Closing; or (b) the closing of title to Residential Units representing at least 50% both in number and aggregate Common Interests of all Residential Units to Purchasers.

The term of office of each of the five members comprising the Residential Board elected at the First Annual Residential Meeting shall be fixed at such meeting as follows: (a) two of such members will serve for a term of approximately three (3) years; (b) two of such members will serve for a term of approximately two (2) years; and (c) one of such members will serve for a term of approximately one (1) year. Those members of the first five-member Residential Board who receive the highest number of votes will serve for the longest terms of office, but except as set forth in the Residential By-Laws, any members elected or designated by Sponsor or its designee as the owner of Unsold Residential Units shall serve for the shortest terms of office. At each annual meeting of Residential Unit Owners subsequent to the first such meeting, the Residential Unit Owners shall elect Residential Board members to replace the Residential Board members whose terms of office are then expiring, each to serve a term of office fixed at three (3) years. Notwithstanding the expiration of the term of office of a member of the Residential Board or anything contained herein to the contrary, such member of the Residential Board (including any member designated by Sponsor) shall serve until his or her successor shall be elected and qualified. Subject to the requirements described in the Section of the Plan entitled "Control by Sponsor", there shall be no limit on the number of terms of office, successive or otherwise, that a Residential Board member (including any member of the Residential Board designated by Sponsor) may serve.

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

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

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

Members of the Residential Board shall serve without compensation.

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

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

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

3. Meetings and Votes of Residential Unit Owners

After the First Annual Residential Meeting as described above, annual meetings of Residential Unit Owners will be held within approximately four weeks of the anniversary of the First Annual Residential Meeting, on a date to be set by the Residential Board. At each such meeting, the Residential Unit Owners shall elect members to replace those members of the Residential Board whose terms have expired. In addition, special meetings may be held from time to time pursuant to the Residential By-Laws. At all meetings of Residential Unit Owners, the presence in person or by proxy of more than 50% of the Common Interests attributable to all Residential Units shall constitute a quorum and, except as otherwise provided in the Residential By-Laws or Declaration, a majority of votes cast at any such meeting at which a quorum is present or is not required shall be binding on all Residential Unit Owners.

Each Residential Unit Owner, upon obtaining title, will in accordance with Section 339-e of the Real Property Law, automatically have the right to vote at all meetings of the Residential Unit Owners, based upon the Common Interest appurtenant to each of the Residential Unit(s) owned by such Residential Unit Owner, and at all such meetings, each Residential Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its

designee with respect to Unsold Residential Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements (proportionate among the Common Interest attributable to all Residential Units) appurtenant to his or her Residential Unit(s).

4. Officers

Unless otherwise determined by the Residential Unit Owners, there shall be no officers of the Residential Board.

5. Designation of Residential Board Members to the Condominium Board

Three of the five members of the Residential Board shall also serve as the Residential Board's representatives on the Condominium Board. As described more fully in the Section of the Plan entitled "Control by Sponsor" and in the Residential By-Laws, from and after the First Annual Residential Meeting and until the expiration of the Initial Residential Control Period, one of the three Residential Board members designated to serve on the Condominium Board shall be designated by Sponsor, its designee or other Unsold Residential Unit Owner. Following the expiration of the Initial Residential Control Period, but only for such period as Sponsor owns at least one Residential Unit, one member of the Residential Board that Sponsor and/or its designee or other Unsold Residential Unit Owner(s) designates shall also serve on the Condominium Board; the other two members of the Residential Board which also serve on the Condominium Board shall be elected by Residential Unit Owners.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Q. THE CONDOMINIUM BOARD

1. General

The governance of the Condominium overall will be vested in the Condominium Board of Managers of the Condominium (the "Condominium Board"). All other matters solely relating to the exclusive affairs of the Residential Section shall be governed by the Residential Board, as more fully described in the Residential By-Laws. The affairs of the Commercial Units will also be governed by the Condominium Board.

The Condominium Board shall consist of seven (7) members: (i) three (of the five) members of the Residential Board; and (ii) four members elected by the Commercial Unit Owners. It is initially intended that Sponsor or affiliate(s) of Sponsor will own Hotel Unit 1, Hotel Unit 2, and Commercial Unit 3. The Hotel Unit Owners shall designate four (4) members of the Condominium Board, with the Owner of Hotel Unit 1 designating two (2) members and the Owner of Hotel Unit 2 designating two (2) members, and shall, in each such capacity, have the right to designate such Board member(s) as the Unit Owner of such Unit(s) in addition to the rights reserved to Sponsor with respect to the election and/or designation of members of the Residential Board.

Until the First Annual meeting of the Residential Board, the Condominium Board will consist of three (3) members, all designated by Sponsor.

Sponsor anticipates designating the following persons as the initial Condominium Board members (all of whom are experienced in real estate matters and are familiar with the Property): Salim Assa, Ezak Assa and Joseph Assa.

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

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

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

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

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

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

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

3. Borrowing by the Condominium Board

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

4. Meetings and Votes of Unit Owners

No joint annual meetings of Residential Unit Owners and Commercial Unit Owners will be held unless required by law, in which event such joint annual meeting will be held on the date specified by the Condominium Board. Special meetings may be held from time

to time pursuant to the Condominium By-Laws. At all joint meetings of Unit Owners, the presence in person or by proxy of more than 50% of the Common Interests attributable to all Units shall constitute a quorum and, except as otherwise provided in the Condominium By-Laws or Declaration, a majority of votes cast at any such meeting at which a quorum is present or is not required shall be binding on all Unit Owners.

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

5. Officers

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

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

6. Liability of Board and Unit Owners

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

7. Insurance

Under the Condominium By-Laws, until payment of the debt under the mortgage securing the Construction Loan on the Property (the "Construction Mortgage") in full or assignment of such mortgage by Construction Lender to Sponsor's designee, whichever occurs first, the Condominium Board and the Residential Board must comply with the provisions of the

Construction Mortgage which set forth each such Board's obligations with respect to the maintenance of insurance during such period.

Furthermore, under Article 12 of the Condominium By-Laws, subject to the provisions of the preceding sentence, the Condominium Board is required to obtain and maintain, to the extent obtainable and maintainable at commercially reasonable rates, and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) Insurance against loss customarily included in so-called "All Risk" or Special Form Perils property insurance written with Replacement Costs and Agreed Amount Endorsements, including building collapse and such other insurable hazards as, under good insurance practices from time to time, are insured against for other property and buildings similar to the Building in use, location, height, and type of construction, insuring the General Common Elements, and covering the interests of the Condominium, the Boards, all Unit Owners, all Permitted Mortgagees (as a group) and all Registered Mortgagees, as their respective interests may appear; and providing flood (including sewer backup) and earthquake (including land subsidence) coverage, which flood and earthquake coverages may contain sublimits per occurrence and in the annual aggregate as determined by the Condominium Board; (b) loss of business income (monthly Common Charges) insurance; (c) Workers' Compensation insurance and New York State Disability benefits insurance as required by law and Employer's Liability covering any employees of the Condominium (provided, however, that if the Condominium Board does not have any direct employees, such insurance shall be purchased on an "if any" basis); (d) comprehensive Boiler & Machinery coverage on a replacement cost basis, covering all physical damage to the General Common Elements; (d) crime insurance covering the Condominium Board and all officers, directors and employees of the Condominium and of any managing agent(s) of the Condominium; (e) Directors' and Officers' Liability (Errors and Omissions) insurance with respect to the Condominium Board; and (f) Commercial General (Public) Liability policy of insurance (which includes water damage insurance), or equivalent liability coverage, and an Umbrella Liability policy; and (g) such other insurance as the Condominium Board may from time to time determine. The Condominium Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the Condominium By-Laws. The policy or policies described in this subsection shall cover the following entities as follows:

(a) The Condominium, Condominium Board, the managing agent(s) of the Condominium, the members of the Condominium Board and each officer and employee of the Condominium shall be the named insured on such Commercial General Liability policy;

(b) The Residential Board, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, managing agents and Registered or Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of the Residential Board arising from occurrences within or about the Residential Section; and

(c) Each of the Unit Owners, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees,

managing agents and Registered or Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of a Unit Owner arising from occurrences within or about its own Unit or the Residential Limited Common Elements appurtenant thereto.

Any of the coverages required to be maintained by the Condominium Board may be satisfied by any so-called builder's risk policy obtained by Sponsor or its affiliates in connection with the construction of the Building, provided the limits and terms of coverage set forth in Schedule B are provided under such policy. To the extent any such policy obtained and paid for by Sponsor or its affiliates shall satisfy the insurance requirements of the Condominium Board for the Condominium in respect of any period following the First Closing, the Condominium Board shall reimburse Sponsor for its prorated share of the cost of such coverage.

The amount of fire insurance and all risk extended coverage to be maintained with respect to the Condominium (including each Unit, but excluding such items noted in subsection 6.4.1 of the Residential By-Laws to be excluded) until the first Condominium Board meeting following the First Annual Residential Meeting of Unit Owners shall be $50,000,000.

All such policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees, who have requested the same from the Condominium Board in writing. Duplicate originals or certificates of insurance of all policies of insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees who have requested the same from the Condominium Board in writing. Renewals shall be obtained at least 10 days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such amounts as from time to time are carried by prudent owners of comparable properties in the City of New York, and in such limits as the Condominium Board, from time to time, may determine, covering (i) the Condominium Board, the Residential Board, the Managing Agent, each Board member, each officer and employee of the Condominium, and (ii) each Unit Owner and their agents and Permitted Mortgagees, if any, except that such policy will not cover liability of a Unit Owner arising from occurrences within or about its own Unit or within or about the Common Elements, if any, exclusive to its Unit. The Condominium Board shall review such limits once each year. Until the first meeting of the Condominium Board following the First Annual Residential Meeting of Unit Owners, such liability insurance with respect to any occurrence, as well as umbrella coverage, be in at least the respective amounts provided for in the First Year's Budget and at no time and in no event shall such comprehensive general liability insurance afford protection to the limit of less than such amounts (to the extent then reasonably obtainable by the Condominium Board). The Condominium Board shall also be required to obtain and maintain fidelity insurance covering the Condominium Board, Residential Board, the Managing Agent,

each Board member and each officer and employee of the Condominium in respect of the maintenance and/or operation of the Building or any part thereof. The insurance required in accordance with Article 12 of the By-Laws shall also cover cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The premiums for all insurance referred to above shall be a Common Expense and shall be borne by the Unit Owners in such proportions as are equitable (as determined by the insurance carriers thereof or their agents, brokers or such other parties designated by the Condominium Board).

Neither the Condominium Board nor the Residential Board is required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit or the Common Elements, if any, exclusive and/or appurtenant thereto. Consequently, all Residential Unit Owners are required to obtain and maintain comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, plus at least $3,000,000 umbrella liability coverage. Further requirements with respect to such insurance are more particularly set forth in the Condominium By-Laws. In addition, all Residential Unit Owners are urged to obtain casualty insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost.

All insurance policies required or permitted to be maintained by Unit Owners hereunder shall be primary with respect to the risks insured hereunder and shall contain waivers of subrogation, if available, and further provide that the liability of the carriers issuing insurance obtained by the Unit Owner shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Further, as a result of current fluctuations in the insurance market, the Condominium Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the Condominium By-Laws.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

R. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE RESIDENTIAL BOARD

1. Sales and Leases of Units

Each Residential Unit Owner may sell his or her Residential Unit or lease his or her Residential Unit for terms of not less than six (6) months. Any such lease shall be in the form and substance then approved by the Residential Board (as the same may be changed from time to time), including provisions such as a prohibition on assignment or subletting.

Notwithstanding the foregoing, a Residential Unit Owner may sell, lease or convey his or her Residential Unit, and the owner of any interest in a Residential Unit Owner which is a corporation, partnership, limited liability company or other entity, may sell, lease or convey such interest, to an affiliate or one or more family members, as hereinafter defined, or convey a Residential Unit or interest in a Residential Unit Owner, as the case may be, by gift, or devise it by will, or have it pass by intestacy. (An "affiliate" is defined for purposes hereof as a person or entity that owns 50% or more of the legal and beneficial interest of such Residential Unit Owner or owner of an interest in a Residential Unit Owner, as the case may be, or an entity with respect to which such Residential Unit Owner or owner of an interest in a Residential Unit Owner owns 50% or more of the legal and beneficial interest, and "family member" is defined for purposes hereof as a spouse, domestic partner, adult child, parent or adult sibling, or a trust for the benefit of any one or more of the foregoing and/or one or more minor children of any of the foregoing.) Article 8 of the Residential By-Laws more specifically describes those situations in which a Residential Unit Owner may sell or convey his or her Residential Unit to a related or controlled individual or entity.

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

A Residential Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and satisfied at or prior to closing. In addition, the Residential Board may establish reasonable fees for the processing of such offers for sale or lease, which shall be payable by the selling or leasing Unit Owner to the Managing Agent.

2. Assignment of Storage Bins

To help protect the security of the Building, the holder of a Storage Bin License (other than Sponsor) must at all times be a Unit Owner; provided, however, that the foregoing

restriction shall not apply: (i) to Sponsor or its designee; or (ii) to the Board or its designees. If the Board terminates a Storage Bin License or a Unit Owner surrenders a Storage Bin without assigning such license to another Unit Owner, the Board shall have the right to issue a new Storage Bin License for the corresponding Storage Bin upon terms and conditions determined in its sole discretion. If at any time the licensee of a Storage Bin sells or leases its Unit, it shall simultaneously assign its license of the Storage Bin to another owner of a Unit, or a person simultaneously purchasing such Unit Owners Unit, and if it fails to do so, the Board shall have the right to terminate the license of the Storage Bin and take possession of the same, without compensation to the licensee.

No Unit Owner shall be permitted to assign, convey or lease a Storage Bin to anyone other than a Unit Owner or a person simultaneously purchasing such Unit Owners Unit. Such licenses may be assigned by a Unit Owner at any time, provided the assignee (i) is a Unit Owner or a person simultaneously purchasing such Unit Owners Unit; (ii) assumes the obligations under the Storage Bin License; (iii) notification of the assignment is promptly delivered to the Board in compliance with its requirements; and (iv) all license fees, special assessments and other obligations due to the Condominium have been paid in full. Neither Sponsor nor the Board shall have any liability nor obligation with respect to a private assignment of a Storage Bin License.

Holders of Storage Bin Licenses will be required to pay a license fee to the Residential Board in an amount equal to $1 per square foot per month of such Storage Bin, which amount shall, following the First Closing, be subject to biannual increases based upon the CPI Increase Factor in effect on the date of the first closing.

3. Use of Residential Units and Storage Bins

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

There is no limit on the number of Residential Unit Owners who may purchase a Residential Unit for investment, rather than for personal occupancy, purposes. As such, there

may always be a substantial percentage of Residential Unit Owners who are non-residents of the Condominium.

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

Holders of Storage Bin Licenses will be required to pay a license fee as set forth in "Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation for December 1, 2009 to November 30, 2010." The license fee will be subject to yearly escalations.

4. General Provisions with Respect to Use

No portion of a Residential Unit, other than the entire Residential Unit, may be leased. Residential Units may not be leased by Unit Owners to tenants for a lease term of less than six (6) months. No nuisance or offensive or unlawful use shall be allowed in the Condominium or any portion thereof. All Legal Requirements, laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of whichever Unit Owners or Board shall, pursuant to the Declaration, Condominium By-Laws or Residential By-Laws have the obligation to maintain or repair such portion of the Property.

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

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

Effective November 5, 2004, owners of Class A multiple dwellings in New York City, which includes condominiums, must install and maintain carbon monoxide detectors. Accordingly, all Residential Unit Owners are required to maintain the carbon monoxide detector within his or her Unit so that same is, at all times, in working order.

5. Mortgage of Units by Residential Unit Owners

Each Residential Unit Owner may mortgage his or her Unit, in accordance with the provisions of Article 7 of the Residential By-Laws, which requires that the Residential Board be notified in writing of the making of such mortgage and receive a conformed copy of the note and mortgage and that Unit Owner first satisfy all unpaid liens against the Residential Unit, other than Permitted Mortgages. Each Commercial Unit Owner shall have the right to mortgage or otherwise encumber its Commercial Unit without any restriction or limitation.

6. Common Charges: Determination and Assessment

At least once per year, the Condominium Board will prepare or cause to be prepared a budget setting forth its projections of the Common Expenses for the next fiscal year and will allocate and assess the Common Expenses among: (a) the Residential Units, (b) Hotel Unit 1, (c) Hotel Unit 2, and (d) Commercial Unit 3. The Common Charges payable by each Residential Unit Owner and the Commercial Unit Owners may be in proportion to the Unit's percentage Common Interest compared to the total of all Units or may consider the proportion of services and or facilities received by Residential Unit Owners and Commercial Unit Owners in an allocation of cost of Budget Items allocated in the Common Charges. In addition, the Residential Board will prepare or cause to be prepared a budget setting forth its projections for the Residential Section.

The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. The allocations of Common Expenses between the Residential Units and the Commercial Units and among the Commercial Units set forth in Schedule B and the footnotes thereto are deemed presumptive evidence of reasonableness. The Condominium Board may not modify these allocations without the unanimous consent of all Unit Owners and Commercial Unit Owners.

The respective Common Interests of the Residential Units, as estimated by Sponsor, have been allocated to each Residential Unit based upon floor space subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the New York State Real Property Law.

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

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

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

On a resale of any Residential Unit, the purchaser will be liable for the payment of any unpaid Common Charges against such Unit; except that, to the extent then permitted by law, a Permitted Mortgagee acquiring a Residential Unit at a foreclosure sale will not be liable for a lien for the payment of Common Charges assessed against such Residential Unit for the period following the recording of the Permitted Mortgage and prior to such Residential Unit's acquisition by the Permitted Mortgagee. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. In the event of a foreclosure by the Residential Board of its lien on any Unit for unpaid Common Charges, or otherwise, if the net proceeds of the foreclosure sale are insufficient for the payment of such unpaid charges, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the original Unit Owner can be sued for the unpaid balance. The Residential Board will also have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Pursuant to Section 339-z of the Real Property Law and under the provisions of the Residential By-Laws, the Residential Board, on behalf of all Residential Unit Owners, will have a lien on each Residential Unit for unpaid Common Charges together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by applicable Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Pursuant to Section 339-aa of the Real Property Law, any lien for unpaid Common Charges against a Residential Unit will be effective from and after filing of a verified notice thereof in the City Register's Office and until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. Such liens may be foreclosed by a suit brought in the name of the Residential Board (acting on behalf of all Residential Unit Owners) in the same manner as the foreclosure of a mortgage on real property, or an action may be brought by the Residential Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Residential Board may assess Residential Unit Owners a late charge of $.04 for each dollar of Common Charges which remains unpaid for more than 10 days after the date when due, and interest at the rate of 1.25% per month on such unpaid amounts (plus any "late charges" theretofore collected), plus all expenses of collection. Sponsor obligates itself to cause any members of the Residential Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold

Residential Units owned by Sponsor with respect to which payments of Common Charges have not been made within 30 days after the date when due.

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

8. Borrowing by the Residential Board

The Residential Board may, at any time, borrow money on behalf of the Residential Section when required in connection with: (A) the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations, additions or improvements to, or alterations or replacements of, the Residential Limited Common Elements; or (B) any permitted action or activity of the Residential Board; provided, however, that: (i) except as otherwise provided in the Residential By-Laws, the consent of at least 66-2/3% of the total authorized votes of all Residential Unit Owners shall be required for any borrowings for such purposes with respect to the Residential Limited Common Elements, respectively, if such borrowings are in excess of $100,000 (subject to increase by the CPI Increase Factor) in total any one fiscal year or $250,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; (ii) no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant interest in any of the Common Elements (except to the extent permitted by applicable law) without the prior written consent of the owner of such Unit; and (iii) neither the Commercial Unit Owners nor the Condominium Board will be liable for repayment of any portion of such borrowing and all the loan documentation entered into by and on behalf of the Residential Board in such case shall so provide. The Residential Board cannot secure such debt by a lien on the Residential Limited Common Elements (or any other Common Elements) without the consent of all Unit Owners.

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

9. Repairs to and Maintenance of Units and Common Elements

Except as may otherwise be provided in the Condominium and Residential By-Laws, generally, all painting, decorating, maintenance, repairs and replacements, whether structural or

non-structural, or ordinary or extraordinary (a) in or to any Residential Unit (other than, in general, to the Residential Limited Common Elements included therein) will be made by the Owner of such Unit at his or her expense, (b) in or to the General Common Elements will be made by the Condominium Board and the expense thereof will be charged to the Unit Owners as a General Common Expense, (c) in or to the Residential Limited Common Elements will be made by the Residential Board and the expense thereof will be charged to the Residential Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners, (d) in or to the Hotel Limited Common Elements will be made by the Hotel Unit Owners and the expense thereof will be charged to the aggregate Common Interests of all Hotel Unit Owners. Without limiting the foregoing, Residential Unit Owners shall be responsible for all maintenance, repairs and replacements of all plumbing, appliances and lighting fixtures, heat pumps and heating and air conditioning units in their respective Units.

Each Residential Unit Owner shall promptly comply with all Legal Requirements applicable to his or her Unit. No Residential Unit Owner shall use or permit the use of Hazardous Materials (as defined in the By-Laws) on, about, under, or in his or her Unit or the Property. Each Residential Unit Owner agrees to indemnify and hold harmless the Condominium Board, the Residential Board and each other Residential Unit Owner from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Unit Owner on, about, under or in his or her Unit or the Property.

The washing and cleaning of interior glass surfaces of windows in the Residential Units shall be the responsibility of the respective Residential Unit Owners. All window interiors and exteriors shall be cleaned a minimum of two (2) times per calendar year. The Condominium Board may from time to time enforce the responsibility of Residential Unit Owners to wash and clean the interior surface of the windows located in their respective units. Residential Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, or any replacement of glass windows in any Residential Unit because of breakage or otherwise, are necessitated by the negligence, misuse or abuse of a Residential Unit Owner or such Unit Owner's agents, workers, guests, etc., such maintenance, repairs or replacements will be made by the Condominium Board, and any portion of the cost thereof which is not covered by the insurance maintained by the Condominium Board shall be paid by such Unit Owner.

In order to promote a consistent appearance of the Building from the outside, unless waived by the Residential Board, each Residential Unit Owner will be required to install and maintain window treatments having a neutral colored backing on the sides facing the windows in his or her Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Residential Board. Neither the

interior nor the exterior glass surfaces of any windows located in any Residential Unit may be altered, colored or painted.

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

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

10. Alterations and Improvements of Units

No Residential Unit Owner may make any alteration, addition, improvement or repair in or to such Unit Owner's Unit that affects the structure of the Building and/or the Building Systems without the prior written approval of the Condominium Board but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Residential Unit. Except as otherwise permitted in the Condominium By-Laws and/or Residential By-Laws, no Residential Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board and/or the Residential Board, as applicable. The Condominium Board or Residential Board, as applicable, may impose fees upon such Unit Owner to reimburse the Condominium or the Residential Board for costs incurred in connection with the review or supervision of such Unit Owner's work.

Each Commercial Unit Owner may make alterations, additions, improvements and repairs in or to its Commercial Unit (including any decorations that are compatible with the first class character and location of the Building) without obtaining the approval of the Condominium Board or Residential Board, except that Alterations which would affect the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building (excluding hotel marquees and Commercial or Hotel signage), shall be subject to the approval of the Condominium Board, which approval shall not be unreasonably withheld. In the event that a dispute arises between any Commercial Unit Owner and the Condominium Board regarding any Alteration subject to the Condominium Board's approval, such dispute shall be submitted to arbitration in accordance with the Bylaws.

The Residential Board, at its option, may require a Residential Unit Owner to execute an agreement in form and substance satisfactory to the Residential Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made. Any Residential Unit Owner making or permitting an alteration, addition, improvement or repair in its Unit is required by the By-Laws to (i) obtain such insurance as the Residential Board or the Managing Agent may require, (ii) indemnify the Condominium Board, the Residential Board, all

other Unit Owners and the Managing Agent against any liability arising from the work, (iii) reimburse the Condominium Board, the Residential Board for its architectural, engineering and legal fees incurred in connection with such work, (iv) employ such architects, engineers, contractors, workers, suppliers and other laborers who are reasonably acceptable to the Condominium Board, the Residential Board and Managing Agent; and (v) perform such work in a manner which will not interfere with, or cause any labor disturbances or stoppages (which may result from, among other things, the use of non-union labor) in, the work of Sponsor, the Condominium Board, the Residential Board, the Commercial Unit Owners, or other contractors or subcontractors employed by such parties or otherwise in the Building. In addition, no work or change by or on behalf of a Residential Unit Owner will be permitted without the consent of the Residential Board (which consent may be withheld or conditioned in the sole discretion of such Board) if such work or change would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued.

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

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

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

11. Alterations and Improvements of Common Elements

Generally, all alterations, additions or improvements in or to the Common Elements will be made by the Condominium Board. Generally, all alterations, additions or improvements in or to the Residential Limited Common Elements will be made by the Residential Board, and all alterations, additions or improvements in or to the Hotel Limited Common Elements will be made by the Hotel Unit Owners. Except as otherwise provided in the By-Laws, the costs of alterations, additions or improvements to the General Common Elements will be charged to all Unit Owners as a Common Expense; and costs attributable to the Residential Limited Common

Elements will be charged to all Residential Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners. Whenever, in the judgment of the Residential Board, the Residential Limited Common Elements require additions, alterations, improvements, or repairs which are capital in nature and would cost more than $250,000 (subject to increase by the CPI Increase Factor), in the aggregate, in any calendar year, such additions, alterations, improvements or repairs may not be made unless the same have been approved by the Residential Unit Owners owning a majority of the Common Interests of all Residential Units liable for the cost thereof pursuant to the preceding sentence, including Sponsor, if it then owns any Residential Unit, at a duly constituted meeting of Residential Unit Owners and by the representatives of institutional mortgagees of Residential Units, if any, appointed pursuant to the By-Laws (the "Mortgagee Representatives"), or unless the same is a non-capital repair or necessary to comply with applicable Legal Requirements, to remedy any violation imposed against the Property, to comply with a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property. In any such event, the Residential Board may, in its discretion, assess each Residential Unit Owner liable therefor for his or her pro-rata share of the cost of such additions, alterations, or improvements, according to his or her Common Interest, as part of the Common Charges.

Any additions, alterations, or improvements to the Residential Limited Common Elements costing $250,000 (subject to increase by the CPI Increase Factor) or less, in the aggregate, in any calendar year or which is a non-capital repair may be made by the Residential Board without the approval of the Residential Unit Owners.

All alterations, additions, improvements and repairs to the Hotel Limited Common Elements shall, regardless of cost, be paid by the Hotel Unit Owners at their sole discretion.

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

In addition, Sponsor (or its designee or other owner of Unsold Residential Units) and the Commercial Unit Owners shall have such rights as are described in the Declaration, to erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from

time to time, one or more signs on the Property for the purpose of advertising the availability for sale or rental of any Unsold Residential Unit or Commercial Unit or the operation of any business of Sponsor, a tenant, occupant managing agent or operator of the Commercial Units including, but not limited to, signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building.

12. Rights of Access

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

In the event that the Residential Board or any Residential Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by the Residential Board or Unit Owner, or in the event of any breach of the Declaration, Residential By-Laws or Rules and Regulations, Article 6 of the Residential By-Laws provides for certain specified rights to perform such maintenance or repairs or cure such breach.

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

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

14. Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless three-fourths or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Condominium Board will arrange for the prompt repair and restoration thereof (including each Unit, but excluding appliances, fixtures, furniture, furnishings and other personal property not constituting a part of such Unit).

If the insurance proceeds are insufficient to cover the cost of repairs or restoration, Unit Owners may be assessed for such deficiency. If there is a surplus of insurance proceeds, the

surplus shall be paid to Unit Owners in accordance with the following paragraph, except that no payment shall be made to a Unit Owner until there has first been paid out of his or her share, such amounts as may be necessary to reduce unpaid liens on his or her Unit, other than Permitted Mortgages, in the order of priority of such liens.

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

In the event of a loss for which the proceeds of all policies of physical damage insurance maintained by the Residential Board exceed $2,500,000, the proceeds shall be payable to a New York City bank or trust company designated by the Residential Board as insurance trustee pursuant to the provisions Article 9 and Section 12.7 of the Residential By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Notwithstanding any of the foregoing, if three-fourths or more of the Building is destroyed or substantially damaged and if 75% or more in Common Interest of all Unit Owners do not duly resolve within 60 days from the date of such damage or destruction to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if the Building were owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e., Residential, and Commercial) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Residential Board, one of whom shall be chosen by the Commercial Unit Owners, and the third chosen by the other two appraisers); and (ii) then among the Unit Owners within each class of Unit in proportion to the respective Common Interests of such Units; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

15. Insurance

The Condominium Board on behalf of the Building shall obtain and maintain the following insurance in such amounts and in such limits as described below:

Comprehensive General Liability insurance (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000.00 per occurrence and $3,000,000.00 annual aggregate per location, and an Umbrella Liability policy, and Directors and Officers Policy Insurance coverage shall also include Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage. The Condominium Board purchasing such Commercial General Liability policy shall be the named insured. The Condominium Board, Residential Board and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, managing agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

Insurance against loss customarily included in so-called "All Risk" or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of, as the case may be, the Residential Unit Owners and the Permitted Mortgagees in the Residential Limited Common Elements or Hotel Limited Common Elements, as their respective interests may appear, in amounts reasonably determined by the Condominium Board to be sufficient to undertake and complete any Residential Limited Common Element Restoration Work or Hotel Limited Common Element Restoration Work, and otherwise comply with the provisions of Section 12.10.5 of the Condominium By-Laws.

16. Liability of Boards of Managers and Unit Owners

Every contract made by the Residential Board, the Condominium Board any officer of the Condominium, or the Managing Agent shall state that (a) it is being executed by such party only as agent for all Unit Owners, and such Board members, officer or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) to the extent permitted by applicable Legal Requirements, or as otherwise determined by the Condominium Board or Residential Board, as the case may be, in its sole and absolute discretion, such Unit Owner's interest in his or her Unit and its appurtenant Common Interest.

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

17. Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor, the Commercial Units, and Unsold Residential Units, and provided that required consents of the

Residential Mortgagee Representatives, if any, are obtained, any provision of the Declaration, Condominium By-Laws, the Residential By-Laws or the Rules and Regulations affecting: (a) only the Residential Units or the Unit Owners thereof, may be amended, modified, added to or deleted by the affirmative vote of at least 51% in number and in Common Interest of all Residential Unit Owners; (b) only the Commercial Units or the Commercial Unit Owners may be amended, modified, added to or deleted by the affirmative vote of at least 51% in Common Interest of all Commercial Unit Owners; and (c) the General Common Elements or all Unit Owners, may be amended, modified, added to or deleted by the affirmative vote of at least 51% in number and in Common Interest of all Unit Owners and consent of 51% of Commercial Unit Owners; provided, however, that the use of Units or 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 thereby.

Notwithstanding the foregoing and subject to the provisions contained in the Condominium By-Laws, the Residential By-Laws or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee, any Unsold Residential Units, the Commercial Units or the Commercial Unit Owners or Permitted Mortgagees: (i) no amendment, modification, addition or deletion pursuant to the provisions of clause (a) or (c) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgagee Representative(s), if any; and (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 Commercial Mortgagee Representative, if any.

Notwithstanding any provision contained herein or the Declaration or Condominium By-Laws or the Residential By-Laws to the contrary, no amendment, modification, addition to or deletion of the Declaration, the Condominium By-Laws or the Residential By-Laws or the Rules and Regulations shall be effective in any way against: (a) Sponsor or its designee, for so long as Sponsor or its designee is the owner of one or more Residential Units, or any Unsold Residential Unit, unless Sponsor or its designee, as applicable, has given its prior written consent thereto, or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Residential Unit unless such holder has given its prior written consent thereto.

Notwithstanding anything to the contrary contained herein, in the Declaration or in the Condominium By-Laws or the Residential By-Laws, if any Residential Unit Owner is notified in writing that its consent to a proposed amendment or modification to the Declaration, the Condominium By-Laws or the Residential By-Laws or the Rules and Regulations is requested, then, provided that such notice contains a copy of the proposed amendment or modification (and a statement in bold capital letters to the effect that if such Residential Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Residential Unit Owner receives such notice (together with a copy of such amendment or modification), that such Residential Unit Owner disapproves such proposed amendment or modification, then such Residential Unit Owner shall be deemed to have approved such amendment or modification. The foregoing shall not apply to notices given to Sponsor or any other holder of Unsold Residential Units requesting the Sponsor's or such holder's consent to a proposed amendment or modification.

18. Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless the Condominium shall be terminated by casualty loss, condemnation or eminent domain as provided in the Condominium By-Laws) until such time, if any, as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of at least 80% in both number and aggregate Common Interests of all Unit Owners and 51% of Commercial Unit Owners as set forth in the Declaration and the Condominium By-Laws and the Residential By-Laws.

Sponsor or its designee will not vote its interests appurtenant to Unsold Residential Units in favor of such withdrawal unless at least 80% in number and aggregate Common Interests of all other Unit Owners elect to withdraw, at which time Sponsor may choose to vote its Common Interests either in favor of or against withdrawal from condominium ownership, as it sees fit.

In the event of withdrawal of the Property from condominium ownership, and only to the extent the waiver of the right of partition shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if the Property were owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests, after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his or her Unit, in the order of priority of such liens.

19. Residential Units Acquired by the Residential Board

All Residential Units acquired or leased by the Residential Board or its designee shall be held by the Residential Board, or its designee, on behalf of all Residential Unit Owners. No Units held by the Residential Board shall carry any voting rights.

The purchase of any Unit by the Residential Board or its designee, on behalf of all Residential Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Residential Board by or on behalf of Residential Unit Owners. If the funds in such accounts are insufficient to effectuate any such purchase, the Residential Board may levy an assessment against each Residential Unit in proportion to its respective Common Interest, as a Common Charge, and/or the Residential Board may, in its discretion, finance the acquisition of such Residential Unit and thereafter refinance the same; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Residential Unit to be purchased or refinanced, as the case may be, together with its appurtenant interest in the Common Elements.

20. Procedure to Review Real Estate Tax Assessments

The Residential Board, on behalf of and as agent for all Residential Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Residential Units owned by such Unit Owners. All such Unit Owners will share the costs in connection with such proceedings and the benefits derived therefrom.

In the event any Residential Unit Owner individually seeks to have the assessed valuation of his or her Unit reduced by bringing a separate certiorari proceeding, the Residential Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided that such Unit Owner indemnifies the Residential Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from such proceedings.

The Commercial Unit Owners may pursue any such proceedings separately and not as part of the proceedings described in this paragraph in respect of the Residential Units.

21. Mechanics' Liens

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

22. Easements

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements, including easements in favor of Sponsor, other Unit Owners and the Condominium Board and the Residential Board. These easements, which are more particularly set forth in Article 15 of the Declaration, include an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace Common Elements and, generally, an easement of support and of necessity in favor of all Units and the Common Elements. These easements shall be exercised in a manner that will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of any of the Residential Units for their permitted purposes.

The Commercial Unit Owners shall have an easement for the use and enjoyment of the Residential Lounge and Terrace, and the Owner of Commercial Unit 3 shall have an easement for the use of the Hotel Amenity and Terrace. The Residential Unit Owners shall not have the use of the Hotel Amenity and Terrace.

Among other things, Sponsor shall also have an easement to erect, maintain, repair and replace lights and lighting fixtures and to erect maintain and replace satellite communication equipment and similar equipment, as permitted by law, on the roofs and facade of the Building and elsewhere on the Common Elements which shall entitle Sponsor to utilize such easement for its own account or the account of any licensee of Sponsor for the purpose of servicing the Condominium or any other building or area. In addition, Sponsor and the owner of any Unsold Residential Units shall have an easement to erect, maintain, repair and replace any signs,

awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like (each a "Sign") permitted by law on the Property (including, without limitation, on its roof and exterior walls) for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

23. Signage

There will be signs, notices, advertisements and illuminations (collectively "Signage") on various exterior portions of the Building, on or at windows and in interior public spaces of the Building, which may be affixed by Sponsor, the Residential Board and/or one or more of the Commercial Unit Owners all as and to the extent provided in the Declaration and/or By-Laws. Sponsor makes no representation and shall have no liability whatsoever with respect thereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

S. REAL ESTATE TAXES

The projection of the real estate taxes that will be payable for each of the Units during the projected First Year of Condominium Operation is based upon an estimate that the aggregate real estate taxes for the Units upon completion of construction for such first year will be approximately $1,162,837 attributable to the Residential Units, $2,112,352 attributable to Hotel Unit 1 and Hotel Unit 2, and $58,820 attributable to Commercial Unit 3. This estimate has been based upon a letter dated May 22, 2008, and signed by Sponsor's real estate tax consultant, indicating that the approximate assessed values of these Units upon completion of construction of the Building during the 2009/2010 tax year, will be $9,517,060 for the Residential Units, $20,500,425 for Hotel Unit 1 and Hotel Unit 2, and $570,850 for Commercial Unit 3.

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

Until the Units are separately assessed, each Unit Owner will pay to the Board a share of the Property's real estate taxes for the period in question calculated as follows: the total real estate taxes for the Condominium will be allocated among the categories of Units on the basis of each Unit's proportionate Common Interest. The Board will pay such real estate taxes timely to the Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on the Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Unit Owners fail to pay their pro rata share of Real Estate Taxes as set forth above, the Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Common Charges. (See "Rights and Obligations of the Unit Owners and the Board of Managers" in Part I of the Plan for further discussion.) A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

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

There are no tax certiorari proceedings pending.

Real estate taxes will be adjusted between Sponsor and each Purchaser at the closing of title to each Unit based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the Condominium Board or the Residential Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed to each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided in the Condominium By-Laws and the Residential By-Laws.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

T. PARTIAL REAL ESTATE TAX EXEMPTION (Section 421-a)

Sponsor intends to apply on behalf of the Residential Unit Owners, to the New York City Department of Housing Preservation & Development ("HPD") for a partial, 10-year phased in, real estate tax exemption under Section 421-a of the New York Real Property Tax Law ("Section 421-a"). NEITHER SPONSOR, SPONSOR'S COUNSEL, LEITNER GROUP INC., THE SELLING AGENT, THE MANAGING AGENT NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY THAT A PARTIAL TAX EXEMPTION FROM REAL ESTATE TAXES UNDER SECTION 421-A WILL BE GRANTED OR, AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX WHICH WILL BE ASSESSED AGAINST THE RESIDENTIAL UNITS OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY ANY RESIDENTIAL UNIT OWNER. There is no guaranty or assurance that the criteria for Section 421-a benefits will be satisfied and none of Sponsor, Sponsor's Counsel or Sponsor's 421-a Tax Counsel offers any opinion with respect to the eligibility of the Residential Units for Section 421-a benefits. If, for any reason, applicable credit certificates cannot be obtained by Sponsor or an the application is not approved by HPD, the Units will be subject to full taxation and will receive no benefits under Section 421-a. (See Schedule A included in Part I, Section D of the Plan for projected monthly real estate taxes for each Residential Unit with and without the benefits under Section 421-a.)

Prospective purchasers should note that increases in a property's assessed valuation resulting from changes in its market value (other than changes resulting from new construction or alteration of an existing improvement) are phased in over five (5) fiscal tax years in annual increments of twenty percent each. Any further increase in assessed valuation during such five-year period resulting from a still higher market value is similarly phased in over an additional five-year period from the date of such increase. The full increased assessed valuation targeted to be in effect after the end of the five-year period is called the "actual" assessed valuation, and the amount of the incremental assessed valuation upon which taxes are actually computed for each fiscal tax year during such five-year period is called the "transitional" assessed valuation.

The 2007 legislation regarding the New York City 421-a Tax Abatement program (Section 421-A, NY CLS RPTL § 421-a (2007)), as well as Local Law 58 of 2006 (Council Int. No. 486-A), substantially amended the 421-a law and program. Subdivision (c) of Section 11-245 of the New York City Administrative Code, as last amended on April 9, 2003, provided that no 421-a benefits shall be conferred for construction commenced on or after November 29, 1985 in the county of New York where a maximum base floor area ratio, as that term is defined in the zoning resolution, of fifteen or greater was permitted as of right by the zoning resolution ("15 FAR Prohibition"), unless construction commenced before December 31, 2007. While Local Law 58 substantially amended all other provisions of Section 11-245 of the Administrative Code, it failed to further amend subdivision (c), so that it currently does not exempt from the provisions thereof construction which commenced on or after December 31, 2007. It is possible that the New York City Council will address the applicability of the restriction in the future, but unless the New York City Council passes and the Mayor signs into law legislation extending the exemption from the 15 FAR Prohibition to projects which commence construction on or after December 31, 2007, the Project will be ineligible for 421-a benefits.

Prospective purchasers should note that the real estate taxes that will be payable by the Unit Owners for future years will vary in accordance with the amounts of the Unit's assessed

valuation (transitional and actual) and of the real estate tax rate. In this regard, prospective purchasers should note that, assuming the partial exemption from real estate taxes pursuant to Section 421-a is maintained, the real estate taxes payable by the Unit Owners will in any event increase periodically over the ten (10) years of condominium ownership as an integral part of the Section 421-a program. Subject to a minimum required tax ("the mini-tax"), the ten (10) year exemption from taxation consists of two (2) years of full exemption, followed by two (2) years of exemption from 80 percent of such taxation, followed by two (2) years of exemption from 60 percent of such taxation, followed by two (2) years of exemption from 40 percent of such taxation, followed by two (2) years of exemption from 20 percent of such taxation.

Benefit Years	% of Exemption
1	100%
2	100%
3	80%
4	80%
5	60%
6	60%
7	40%
8	40%
9	20%
10	20%
11	0%

Sponsor will keep all records required by HPD and will make them available to HPD whenever requested to do so. HPD routinely conducts audits which can result in the reduction or revocation of benefits if proper documentation is not provided. Upon recording of the Condominium Declaration, Sponsor will make all tax benefit documents available to the Board of Managers for inspection and copying for the life of the benefits and Sponsor will file all applications and timely comply with all procedures required to properly process and maintain the tax benefits.

In the event that a partial real estate tax exemption is granted, all Unit Owners will be required to reimburse Sponsor for all of Sponsor's costs in obtaining such exemption including, but not limited to, Sponsor's legal and consulting fees (not to exceed $200,000), application expenses and the cost of purchasing a sufficient number of 421-a eligibility certificates ("Certificates") from HPD by builders of qualifying low income housing who obtain Certificates from HPD and then sell them in an unregulated market to developers of qualifying multi-family housing. The price of Certificates varies according to their availability, cost of production, and market factors. Sponsor will endeavor to make the most cost-efficient purchase at the appropriate time, but cannot guarantee the final cost of purchasing Certificates.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

U. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion of Sponsor's Counsel, a copy of which opinion is included herein in Part I, Section V of the Plan. Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion of the tax consequences summarized below.

Prospective Purchasers should note that the opinion letter addresses the tax consequences that would result from the ownership of a Residential Unit by an individual resident of New York for use as a qualified residence, as described herein. It does not address, among other things, the tax consequences that might result from the ownership of a Residential Unit by a taxpayer that is not an individual or who is a foreign person. It also does not address the tax consequences that might result from the ownership of a Residential Unit that is held by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income. Further, the opinion letter does not address the tax consequences that might result from the ownership of a Commercial Unit.

KRAMER LEVIN NAFTALIS & FRANKEL LLP IS COUNSEL TO SPONSOR AND NOT TO ANY PURCHASER UNDER THE PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF A RESIDENTIAL UNIT.

1. Deductibility of Real Estate Taxes and Mortgage Interest

Each Residential Unit Owner will own legal (fee simple) title to his or her Residential Unit, together with an undivided interest in the Common Elements. Subject to certain restrictions, each Residential Unit Owner may mortgage his or her Residential Unit, and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Additionally, each Residential Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. As a result, each Residential Unit Owner will be individually liable for the real estate taxes and assessments levied against his or her Residential Unit.

Generally, it is the opinion of Sponsor's Counsel that each Residential Unit Owner will, under the present income tax laws and regulations, for Federal, New York State and New York City income tax purposes, subject to certain qualifications and limitations discussed below, be entitled to a deduction for:

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

(b) "qualified residence interest" paid by such Residential Unit Owner with respect to such Residential Unit.

Qualified residence interest includes interest paid by the Residential Unit Owner on: (i) debt used to acquire, construct or substantially improve any "qualified residence," as defined

below, and secured by such residence, up to $1,000,000 in the aggregate ($500,000 in the case of a married individual filing a separate return); and (ii) in general, other indebtedness secured by a qualified residence, up to $100,000 in the aggregate ($50,000 in the case of a married individual filing a separate return). Interest on home mortgage indebtedness in excess of these limitations is not deductible.

A "qualified residence" means: (i) the "principal residence" of the Residential Unit Owner and (ii) one other residence selected by the Residential Unit Owner.

Prospective Purchasers should note that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances), and that the deductions for real estate taxes and qualified residence interest may be subject to the overall limitation on the allowance of itemized deductions. No deduction for real estate taxes is permitted for purposes of the federal alternative minimum tax and interest deductions may be limited for such purposes. New York State and New York City limitations on deductions may also apply.

No portion of the Common Charges payable by Residential Unit Owners attributable to real estate taxes assessed against the Resident Manager's Unit (which will be owned by the Condominium Board on behalf of all Residential Unit Owners) or interest on any mortgage indebtedness the Board incurs to acquire or refinance the Resident Manager's Unit will be deductible by a Residential Unit Owner.

2. Taxation of the Condominium

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of Internal Revenue Code section 528(c) and, therefore, could elect to be exempt from Federal income tax on Common Charges received from Residential Unit Owners ("exempt function income"). In order for the Board to qualify to make such election, section 528 and the Treasury Regulations promulgated hereunder require, among other things, that at least 85% of the total square footage of all the Units within the Condominium be used by individuals for residential purposes and that the Board meet certain gross income and expenditure tests. As it is currently anticipated that less than 85% of the total square footage of all the Units in the Condominium will be used by individuals for residential purposes, the Board will not be eligible to make this election.

Absent the application of Code section 528, the status of the Board for Federal, New York State and New York City income tax purposes is uncertain. If the Board is deemed to be merely a conduit for the Unit Owners, all income earned by the Board, less the expenses incurred in earning such income, would be deemed to constitute income to the Unit Owners and be taxable to them. However, under this analysis, Common Charges might not be considered income to the Board.

If the Board were to be treated as a separate entity, it is unclear whether it would be taxable as a corporation or treated as a partnership. If the Board is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Board is treated as a partnership, the Unit Owners (but not the Board) would be subject to Federal and

New York State income tax on the taxable income of the Board. In addition, in that instance the Board may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Board, the deductions attributable to furnishing services to Residential Unit Owners may be limited to membership income. Certain amounts expended for the benefit of Residential Unit Owners, and possibly rebates, if any, to Residential Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the deductions mentioned in this Section T or that the tax laws or the regulations or rulings issued hereunder, or any judicial interpretation thereof, upon which counsel to Sponsor bases its opinion, will not change. In addition, no warranties are given by Sponsor, counsel to Sponsor, the Selling Agent, the Managing Agent or any other person connected with this offering, with respect to the tax consequences of the Plan or the tax consequences of ownership of any Residential Units offered under the Plan, and no one has been authorized to give any such warranties.

Internal Revenue Service Circular 230 Disclosure. This discussion was written to support the promotion or marketing of the sale of Residential Units. To ensure compliance with requirements imposed by the Internal Revenue Service, Purchasers are advised that this discussion was not intended or written to be used, and cannot be used, by any taxpayer, including purchasers of Residential Units, for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer under the Code. Purchasers of Residential Units should seek advice based on their particular circumstances from an independent tax advisor.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

V. OPINIONS OF COUNSEL

KRAMER LEVIN NAFTALIS & FRANKEL LLP

June 20, 2008

Waterscape Resort, LLC
15 West 34th Street
New York, New York 10001

Re: Condominium Offering Plan for
Cassa NY Condominium (the "Condominium")

To Whom It May Concern:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by individual residents of New York City who purchase Residential Units pursuant to the above-referenced Offering Plan (the "Plan"), and (ii) the income tax treatment to the Residential Board and the Condominium Board of the assessments payable by Unit Owners to meet common expenses ("Common Charges").

In connection with rendering this opinion, we have reviewed the Plan (including the exhibits thereto), relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other material as we deemed relevant. The opinions expressed herein are based upon the assumptions that (1) the Plan becomes effective and is consummated in accordance with its terms, (2) condominium ownership of Residential Units located in the premises known as Cassa NY Condominium is established under applicable law and (3) the legal consequences of the Plan are as described therein. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

The Plan provides for the establishment of condominium ownership of the land and building, and appurtenances thereto, comprising Cassa NY Condominium, situated at 66-70 West 45th Street, New York, New York 10036. The Condominium will be comprised of Residential Units, Commercial Units, Storage Bins, and Common Elements. This opinion addresses certain of the Federal, New York State and New York City income tax consequences that would result from the ownership of a Residential Unit by an individual who is a resident of New York City for tax purposes and who uses the Residential Unit as a qualified residence. It does not address, among other matters, the tax consequences of ownership of a Storage Bin License or any of the Commercial Units by any person or entity, and does not address the tax consequences of the ownership of Residential Units by corporations, other entities, foreign persons or individuals who are not residents of New York City, or by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income.

1177 Avenue of the Americas New York NY 10036-2714 Phone 212.715.9100 Fax 212.715.8000 www.kramerlevin.com
Also at 47 Avenue Hoche 75008 Paris France

Deductibility of Mortgage Interest and Real Estate Taxes

Each Residential Unit Owner will own his or her Residential Unit and an undivided interest in the Common Elements in fee simple and, under New York State Law, each Residential Unit (including its undivided interest in the Common Elements) will be taxed as a separate parcel for real estate tax purposes. Each Residential Unit Owner may mortgage his or her Residential Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness, and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Residential Unit. Under these circumstances, the Internal Revenue Service has ruled that the owner of a residential condominium unit who itemizes deductions in filing his or her Federal income tax returns may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Based on the foregoing, and subject to the limitations expressed herein, it is our opinion that each individual Residential Unit Owner who itemizes deductions will be entitled under current law to deduct from his or her gross income for Federal, New York State and New York City income tax purposes, real estate taxes assessed against his or her Residential Unit and paid to the local authority, subject to an overall limitation on itemized deductions as set forth in section 68 of the Code and applicable New York State and New York City limitations. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Residential Unit Owners should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes, and the effect of the alternative minimum tax.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid during the taxable year on "acquisition indebtedness" or "home equity indebtedness" with respect to a "qualified residence" of the taxpayer. A "qualified residence" means the principal residence of the taxpayer and, in general, one other residence of the taxpayer selected by the taxpayer for the taxable year. "Acquisition indebtedness" means any indebtedness which is secured by any qualified residence of the taxpayer and which is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt). The aggregate amount treated as acquisition indebtedness for any period cannot exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return). "Home equity indebtedness" means any indebtedness (other than acquisition indebtedness) secured by a qualified residence, up to the excess of the fair market value of such qualified residence over the amount of acquisition indebtedness with respect to such residence. The aggregate amount treated as home equity indebtedness for any period cannot exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Accordingly, an owner of a Residential Unit who itemizes deductions and who uses such Residential Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income, subject to an overall limitation on itemized deductions as set forth in section 68 of the Code, for

Federal income tax purposes, interest paid by him or her on (i) acquisition indebtedness incurred with respect to such Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to such Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules to them, as well as regarding the deductibility of interest with respect to their Residential Units for alternative minimum tax purposes (which at present is subject to rules different from those described above for regular tax purposes). In addition, owners of Residential Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on the overall limitation on the allowance of itemized deductions.

Each owner of a Residential Unit who uses such Residential Unit as a residence will generally be entitled to the same deduction for interest and real estate taxes paid or accrued with respect to such Residential Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to further reduction by as much as 50 percent in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum tax to the deduction for interest and real estate taxes with respect to their Residential Units.

Common Charges

Under the Plan, the Condominium Board and the Residential Board will, from time to time, assess Common Charges against the Unit Owners and the Residential Unit Owners, respectively, generally in proportion to their respective percentage interests in the Common Elements in order to pay the costs and expenses of operating, repairing, and maintaining the Common Elements.

In certain circumstances, a condominium management association may elect to be treated as a "homeowners association" within the meaning of Code section 528(c) and, therefore, could elect to be exempt from Federal income tax on its exempt function income. In order for a condominium board to qualify to make such election, Code section 528 requires, among other things, that substantially all of the units in the condominium be used by individuals for residences. The Treasury Regulations promulgated under Code section 528 state that substantially all of the condominium units will be considered as used by individuals for residences if at least 85 percent of the total square footage of all the units within the project is used by individuals for residential purposes. It is currently anticipated that more than 85

percent of the total square footage of all the Units in the Residential Section will be used by individuals for residential purposes. If such residential use requirement is in fact satisfied, and provided the other requirements of Code section 528 are satisfied, the Residential Board should be eligible to elect to be treated as a homeowners association. Among such requirements are that 60 percent or more of the gross income of the Residential Board for the taxable year be exempt function income, and that 90 percent or more of the expenditures of the Residential Board for the taxable year be qualifying expenditures for the acquisition, construction, management, maintenance, and care of association property. "Exempt function income" means amounts received as membership dues, fees, or assessments from Residential Unit Owners in their capacity as such, if such amounts are used by the Residential Board for qualifying purposes.

For any taxable year for which the Residential Board is eligible to and does elect to be treated as a homeowners association under section 528, it will be subject to Federal taxation only on its homeowners association taxable income for such year. Such tax will be imposed at the rate of 30 percent. For this purpose, "homeowners association taxable income" is defined as an amount equal to the excess (if any) of the gross income for the taxable year (excluding any exempt function income) over allowable deductions that are directly connected with the production of the gross income (excluding exempt function income). Such allowable deductions are computed with certain modifications, including the disallowance of the net operating loss deduction and special deductions otherwise allowable to corporations, including the deduction for dividends received and the amortization of organizational expenditures.

Because less than 85 percent of the total square footage of all the Units in the Condominium will be used for residential purposes, the Condominium Board will not be eligible to elect to be treated as a homeowners association under section 528.

Absent the application of Code section 528, the present state of the law is uncertain as to the proper reporting and tax treatment of the income of the Residential Board and the Condominium Board derived from Residential Unit Owners and Unit Owners, respectively ("membership income") and others ("nonmembership income") in excess of appropriate deductions and credits. It is possible that the Residential Board or the Condominium Board could be viewed as an agent or conduit for Residential Unit Owners or Unit Owners, respectively, in which case each Residential Unit Owner or Unit Owner, as applicable, would be required to report his or her proportionate share of nonmembership and possibly membership income (and the deductions attributable thereto) directly on his or her own tax return. Alternatively, the Internal Revenue Service may take the position that the Residential Board or the Condominium Board should be treated as a separate entity. In that case, it is unclear whether either such Board would be taxable as a corporation or treated as a partnership. If either Board were taxable as a corporation, such Board would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Residential Board or the Condominium Board were to be treated as a partnership, the Residential Unit Owners or Unit

Owners, respectively (but not the Residential Board or the Condominium Board) would be subject to Federal and New York State income tax on the taxable income of the applicable Board. In addition, in either such instance the applicable Board may be subject to the New York City Unincorporated Business Tax on that portion of the Residential Common Charges or Common Charges, respectively, deemed to constitute gross income, to the extent that such portion (together with any income earned from interim investment of funds) exceeds allowable deductions. In determining the taxable income of the Residential Board and the Condominium Board, each Board's deductions attributable to furnishing services to Residential Unit Owners and Unit Owners, respectively, may be limited to its membership income. Certain amounts expended for the benefit of Unit Owners, and possibly rebates, if any, to Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

We express no opinion concerning (a) any Federal, New York State or New York City tax consequences not explicitly discussed in this opinion, (b) any other aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or (c) the tax status and tax consequences of the Plan under the laws of any other state, local or foreign jurisdiction. Except as explicitly provided, this opinion does not address (i) tax consequences which may result with respect to any Residential Units held in connection with a trade or business, or any Residential Units held for purposes of investment or for the production of income, (ii) tax consequences of the ownership of Residential Units by corporations or other entities, (iii) tax consequences which may result to a foreign Residential Unit Owner by reason of his or her foreign status, (iv) tax consequences of the ownership of Residential Units by individuals who are not residents for tax purposes of New York City or (v) tax consequences which may result from the purchase of a Storage Bin License or a Commercial Unit. This opinion also does not discuss the tax consequences which may arise if Residential Units or Common Elements are acquired and/or leased by the Residential Board or the Condominium Board or the issue of whether a Residential Unit Owner may be deemed to be a resident of the United States, New York State, or New York City as a result of the ownership of a Residential Unit and the attendant income, estate or other tax consequences. We advise, therefore, that each person contemplating the purchase of a Residential Unit consult his or her own tax adviser concerning all such tax matters, as well as with respect to the matters discussed in this opinion.

It should be noted that this opinion is based solely on the facts and documents referred to above and is not binding on the Internal Revenue Service, the New York State Department of Taxation and Finance, or the New York City Department of Finance. Moreover, the Federal, New York State and New York City tax laws and regulations and the rulings and decisions thereunder may change and thereby affect the opinions stated above in whole or in part. We undertake no obligation to update, modify or supplement this opinion in the event of any such change in applicable law, although we have advised Sponsor that it is obligated to do so.

This opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will Sponsor, we, the Residential

Board, the Condominium Board, the Selling Agent, the Managing Agent or any other person be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, rulings or decisions on which we relied which cause the Residential Unit Owners not to be entitled to the income tax deductions described above or which affect the tax treatment of the Residential Board or the Condominium Board as described herein.

Internal Revenue Service Circular 230 Disclosure. This opinion was written to support the promotion or marketing of the sale of Residential Units. To ensure compliance with requirements imposed by the Internal Revenue Service, we are informing you that this opinion was not intended or written by us to be used, and cannot be used, by any taxpayer, including purchasers of Residential Units, for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer under the Code. Purchasers of Residential Units should seek advice based on their particular circumstances from an independent tax advisor.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

Kramer Levin Naftalis & Frankel LLP

SEIDEN & SCHEIN, P.C.

ATTORNEYS AT LAW

JAY G. SEIDEN
ALVIN SCHEIN
ADAM A. LEVENSON

CHRISTOPHER A. NICOSIA
DANIEL M. BERNSTEIN
ELENA BAIER
JASON HERSHKOWITZ
MISTY L. DUNNE

570 Lexington Avenue
New York, New York 10022

Telephone: (212) 935-1400
Facsimile: (212) 593-4545
web: www.seidenschein.com

SPECIAL COUNSEL:
ELISE J. KESSLER

OF COUNSEL:
DAVID F. YAHNER

July 16, 2008

CASSA NY Condominium
C/o Waterscape Resorts, LLC ("Sponsor")
15 W. 34th Street
New York, New York 10001

Re: 421-a Partial Tax Exemption
Premises: 66-70 West 45th Street, New York, NY
Block: 1260 / Lot: 68, 69 and 169 (the "Site")

Dear Sir or Madam:

I have been requested by Sponsor to prepare a letter for inclusion in a Condominium Offering Plan for Cassa NY Condominium opining as to the eligibility of the above-captioned Site and the fifty-seven (57) Residential Units on floors 25 through 45 (the "Residential Units"), and all Residential Limited Common Elements pertaining to the Residential Section (the "Residential Section" or "Project") for section 421-a partial real estate tax benefits. Please note that the Condominium will contain three (3) commercial units comprised of Hotel Unit 1, Hotel Unit 2 and Commercial Unit 3 which will not be included in this 421-a application.

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 New York State Real Property Tax Law as amended by bills 4408-A, 9293, 9305 and 9373 ("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 (the "Administrative Code") sections 11-245 and 11-245.1 as amended by Local Law No. 486-A (December 2006) (the "Local Law").

The 2007 legislation regarding the New York City 421-a Tax Abatement program (Section 421-A, NY CLS RPTL § 421-a (2007)), as well as Local Law 58 of 2006 (Council Int. No. 486-A), substantially amended the 421-a law and program. Subdivision (c) of Section 11-245 of the New York City Administrative Code, as last amended on April 9, 2003, provided that no 421-a benefits shall be conferred for construction commenced on or after November 29, 1985 in the county of New York where a maximum base floor area ratio, as that term is defined in the zoning resolution, of fifteen or greater was permitted as of right by the zoning resolution ("15 FAR Prohibition"), unless construction commenced before December 31, 2007. While Local Law 58 substantially amended all other provisions of Section 11-245 of the Administrative Code, it failed to further amend subdivision (c), so that it currently does not exempt from the provisions thereof construction which commenced on or after December 31, 2007. It is possible that the New York City Council will address the applicability of the restriction in the future, but unless the New York City Council passes and the Mayor signs into law legislation extending the exemption from the 15 FAR Prohibition to projects which commence construction on or after December 31, 2007, the Project will be ineligible for 421-a benefits.

The 421-a Statute 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. In accordance with Administrative Code Section 11-245(d), construction shall be deemed to have commenced on the date immediately following the issuance by the Department of Buildings ("DOB") of a building or alteration permit for a multiple dwelling (based upon architectural, plumbing and structural plans approved by DOB) on which the excavation and the construction of initial footings and foundations commences in good faith as certified by an architect or professional engineer licensed in New York State, provided that the construction of such multiple dwelling has been completed without undue delay, as certified by such architect or professional engineer. Sponsor's Architect has informed us that construction of initial footings and foundations commenced on December 4, 2007 (**Exhibit A**), and DOB records (**Exhibit B**) indicate that a New Building permit was issued on February 15, 2008. Therefore, construction commenced on February 15, 2008, prior to July 1, 2008 and the Operative Date was during the 2004/2005 tax year.

A. Location

1. Geographic Exclusion Area

The 421-a Statute and Local Law provide that a new multiple dwelling located within the geographic exclusion area containing not less than four (4) dwelling units may be eligible for 421-a benefits as set forth in this letter, provided that construction is commenced no later than June 30, 2008 and provided that affordable units are created in accordance with Section 6-08 of the Rules. The Project is located within the geographical exclusion area and Sponsor and Sponsor's Architect

have advised us that construction commenced, pursuant to a New Building permit on February 15, 2008 (See Exhibits A and B). Sponsor has stated that the Project will contain fifty-seven (57) new Class A multiple dwelling units and that Sponsor will purchase sufficient 421-a Negotiable Certificates to satisfy Section 6-08 of the Rules.

2. Public and Private Park Limitation

Paragraphs (5) and (6) of Section 6-02(c) of the Rules bar 421-a benefits for projects either 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 Site does not fall within the aforesaid categories.

B. Site Requirements

Section 6-02(f)(1) of the Rules states 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. The operative date shall be: (i) thirty-six (36) months prior to the commencement of construction, if construction commences on or after August 1, 1981." Sponsor and Sponsor's Architect have advised us that construction commenced, pursuant to a New Building permit on February 15, 2008 (See Exhibits A and B). Therefore, the Operative Date was in tax year 2004/2005.

Lot 68 & 69

Section 6-02(f)(3)(G) of the Rules provides that land in Manhattan south of or adjacent to 110th Street is underutilized if it "was improved with a non-residential building or buildings...(b) each of which had an actual assessed valuation equal to or less than fifty percent (50%) of the actual assessed valuation of the land on which the building or buildings were situated".

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.

According to New York City Department of Finance (Exhibit C), Lots: 68 and 69 were improved with tax class 4 (non-residential) buildings on the 2004/2005 Operative Date, whose actual assessed valuations ("A.V.") were 50% or less of the actual A.V. of the land as set forth below:

Lot	Actual Building A.V.	Actual Land A.V.	Actual Building A.V. as a % of Actual Land A.V.
68	$83,250	$271,350	30.68%
69	$108,200	$271,800	39.81%

Therefore, Lots 68 and 69 are under-utilized under Section 6-02(f)(3)(G)(b) of the Rules.

3

Lot: 169

Section 6-02(f)(3)(G)(a) of the Rules defines under-utilized land as land in the borough of Manhattan and south of 110th street which on the Operative Date was improved with a non-residential building or buildings each of which contained "no more than the maximum permissible floor area ratio for non-residential buildings in the zoning district in question, and . . . a floor area ratio which was fifty percent (50%) or less of the maximum floor area for residential buildings in such zoning district."

According to DOF records and as confirmed by Certificate of Occupancy No. 85237, dated December 27, 1983 (Exhibit 2 to Exhibit D), Lot: 169 was improved with a class 4 (non-residential building) on the Operative Date.

Attached hereto is the letter of John A. Cetra, R.A. of Cetra Ruddy Inc., the architect for the Project, dated April 28, 2008 (Exhibit D), in which he affirms that on the 2004/2005 Operative Date, Lot: 169 was improved with a building whose floor area ratio ("FAR") was no more than the maximum permissible FAR for non-residential buildings in the zoning district in question and whose FAR was 50% or less than the maximum FAR for residential buildings in such zoning district.

Therefore, on the 2004/2005 Operative Date, Lot: 169 qualified as under-utilized under §6-02(f)(3)(G)(a) of the Rules.

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." The Project shall consist of fifty-seven (57) Class A dwelling condominium units on floors 25 through 45, together with all Residential Limited Common Elements pertaining to the Residential Section, all of which are to be built pursuant to a new building permit on land which was vacant and unimproved prior to the commencement of construction. The Project will, therefore, comply as a new multiple dwelling.

2. Not Used as a Hotel or For 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 single room occupancy ineligible for 421-a benefits. Sponsor states and we assume that no such use of the Project will occur. Sponsor has represented to us that two (2) Hotel Units on a separate tax lot or lots together with Hotel Limited Common Elements will be used for hotel purposes but that such tax lot(s) are not part of the Project and will not be included in any application for 421-a benefits. Hotel Unit 1 will be located on floors 2 through 5 and Hotel Unit 2 will be located on floors 9 through 24. Hotel Limited Common Elements will be located on cellar level 2 and a portion of floor 8. This Opinion makes no representation that any commercial or non-residential floor area on condominium tax lots located in the new building will be eligible to receive 421-a partial real estate tax exemption benefits. The presence of such separate commercial and non-residential

condominium tax lots and uses in the new building does not preclude the Project's eligibility for 421-a benefits or impose requirements beyond those set forth in this Opinion.

3. Prevailing Wage Requirement

Subdivision (8) of the 421-a Statute requires that, for projects containing fifty (50) or more dwelling units, all building service employees receive the applicable prevailing wage, as defined by therein, for the duration of the benefit period. The project will consist of fifty-seven (57) dwelling units and Sponsor will comply with this regulation.

D. Construction Requirements

1. Number of Rooms

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. Sponsor has represented to us that the Project will contain 57 units and, as such, this requirement is not applicable.

2. Class A Unit Replacement

Section 6-02(e)(3) of the Rules requires that a project with more than twenty (20) apartments contain at least five (5) apartments for each Class A apartment in existence during the 30 day period immediately preceding the Commencement of Construction. Sponsor has informed us that the Site was vacant land as of the commencement of construction date and contained no Class A apartments during the specified period as defined by the New York City Department of Housing Preservation and Development (HPD). Therefore this requirement is not applicable.

3. Energy Star Requirements

Section 6-05(d)(1)(viii) of the Rules requires that for 421-a Applications received on or after December 19, 2006, the applicant provide an affidavit certifying that certain household appliances installed or replaced in any dwelling unit within the multiple dwelling shall be certified as Energy Star or that applicable exceptions to the Department of Housing Preservation and Development's Energy Star requirement apply. Sponsor has stated that it will comply with this requirement.

E. Limitation on Other Real Estate Tax Benefits

Section 421-a(2)(c)(I) 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." Other commercial space within the new multiple dwelling will be separate condominium tax lots from the Project and 421-a benefits will not be sought for such separate commercial condominium tax lots. Sponsor will comply with this requirement.

II. TIMING REQUIREMENTS

1. Project Commencement

The 421-a Statute and Rules require that projects must be commenced no later than June 30, 2008 to qualify under the Statute, Rules, and Local Law referred to in this Declaratory Ruling Request and no later than December 27, 2010 per the 421-a Statute. Sponsor and Sponsor's Architect have represented that construction commenced on February 15, 2008 pursuant to a New Building Permit (See **Exhibits A and B**).

2. 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. Sponsor has represented that it 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, Sponsor 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. Sponsor has represented that it will comply with this requirement.

IV. MULTIPLE DWELLING REGISTRATION REQUIREMENT

Section 6-05(d)(1)(vii) of the Rules requires that the applicant submit proof that the multiple dwellings has been registered with HPD pursuant to article two of the Housing Maintenance Code. Sponsor will comply with this requirement.

V. COMMUNITY BOARD NOTICE REQUIREMENTS

Section 6-03 of the Rules requires that a 421-a application for a project containing more than twenty (20) apartments be submitted to the community board in the district in which the project is located. Sponsor has represented that the Project will contain approximately 57 apartments and that it will comply with this requirement.

VI. DURATION OF BENEFITS

Section 6-02(d)(3) of the Rules states that a ten (10) year post-construction exemption is available for buildings located in the borough of Manhattan within the geographical exclusion area, provided construction commences before June 30, 2008 and provided affordable housing is created pursuant to Section 6-08 of the Rules. The Project is located in the Borough of Manhattan and is within

the geographical exclusion area. Construction on the Project commenced on February 15, 2008 and Sponsor will purchase 421-a Negotiable Certificates to meet the requirements of Section 6-08 of the Rules. Therefore, the Project is eligible for a ten (10) year post-construction exemption.

VII. REDUCTION OF BENEFITS FOR EXCESS COMMERCIAL, COMMUNITY FACILITY OR ACCESSORY USE SPACE

Section 6-06(b) of the Rules provides for the tax exemption benefit granted by the 421-a Statute to be reduced if the floor area of the project's commercial, community facility and accessory use space exceeds twelve percent (12%) of the aggregate floor area. The Project may contain some commercial, community facility or accessory use space, and such space shall be eligible for benefits, except that portion of such space that may exceed twelve percent (12%).

VIII. COUNSEL'S OPINION

Based upon the information which Sponsor and Sponsor's Architect have provided to us and the assumptions stated herein, we are of the opinion that the Project will be site eligible for a construction period partial tax exemption and a ten (10) year post-construction partial tax exemption. Except as stated specifically herein, this letter is based solely upon the information which Sponsor and Sponsor's Architect have provided to us and the assumptions stated herein. We have not verified any of Sponsor or Sponsor's Architect's statements. The Project must satisfy all requirements of the 421-a Statute, Rules and Local Law 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 Project and the specific facts, circumstances and documentation attached hereto which Sponsor and Sponsor's Architect have provided to us in connection therewith.

IX. LIMITATIONS

This is an opinion, not a guaranty, that the 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 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 made only for the benefit of the Sponsor and for inclusion in a Condominium Offering Plan for the project.

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

By: _____
Jay G. Seiden

7

EXHIBIT A

THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
421-a PARTIAL TAX EXEMPTION PROGRAM
100 GOLD STREET, 1st FLOOR, SECTION F
NEW YORK, NY 10038
(212) 863-5884/5886

START OF CONSTRUCTION AFFIDAVIT

The date of "commencement of construction" of the project is a very important date for the implementation of 421-a benefits. It confirms that the project started construction within the statutory date and establishes the prior tax year for the setting of the "mini-tax" which must be paid during construction and for the 10, 15, 20, or 25 years following the completion of construction. The below affidavit must be completed by the architect or engineer for the project and submitted to HPD with the 421-a application.

Address(es)	Block(s)	Lot(s)
66 WEST 48TH ST.	1260	66
68 WEST 48TH ST.	1260	67
70 WEST 48TH ST.	1260	169

I, JOHN A. CETRA hereby certify that the installation of initial footings and foundations for the above project were commenced on: 12/01/07 (date).

Notary or Seal

Signature of Architect or Engineer

JOHN A. CETRA
Print Name

584 BROADWAY, 401
Address

NEW YORK, NY 10012
City, State, Zip

212-941-9801
Telephone Number

Only original affidavits will be accepted by HPD
THEY MAY NOT BE ALTERED IN ANY WAY

EXHIBIT B

NYC BUILDINGS

NYC.gov always open

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

Permit History

Premises: 66 WEST 45 STREET MANHATTAN
BIN: 1034238 Block: 1260 Lot: 68

Job No: 104579038
Job Type:

PERMIT INFORMATION

PMT NUMBER	SUB TYPE	SEQ NO	ISSUE DATE	EXPIRATION DATE	STATUS	APPLCNT
104579038-01-NB		01	02/15/2008	03/31/2008	T - ISSUED	WILLIAM FREDERICK
104579038-01-NB		02	03/31/2008	03/31/2009	T - ISSUED	WILLIAM FREDERICK

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

NYCProperty

FINAL ASSESSMENT ROLL 2004-2005 | City of New York

Taxable Status Date: January 5, 2004

EXPLANATION OF ASSESSMENT ROLL

View 2008 FINAL ASSESSMENT ROLL
View 2008 - Market Value History
View 2008 TENTATIVE ASSESSMENT ROLL
View 2007 FINAL ASSESSMENT ROLL
View 2006 FINAL ASSESSMENT ROLL
View 2005 FINAL ASSESSMENT ROLL
View 2003 FINAL ASSESSMENT ROLL

Parcel Information

« Previous BBL Next BBL »

Owner Name:
66-70 ASSOCIATES LLC
Property Address and Zip Code:
66 WEST 45 STREET 10036
Real Estate Billing Name and Address:
66 70 ASSOC LLC
A FREIDMAN
280 MADISON AVE
NEW YORK NY 10016

Borough: MANHATTAN
Block: 1260
Lot: 66

Tax Class: 4
Building Class: K9 Codes

Land Information

Lot Size	Irregular	Corner
20.00FT X 100.42FT		

Building Information

Number of Buildings	Building Size	Extension	Stories
1	20.00FT X 100.00FT	E	4

Assessment Information

Description	Land	Total
ESTIMATED MARKET VALUE		788,000
ACTUAL AV	271,350	354,600
ACTUAL EX AV	0	0
TRANS AV	297,540	353,460
TRANS EX AV	0	0

Taxable/Billable Assessed Value

	Assessed Value
SUBJECT TO ADJUSTMENTS, YOUR 2004/05 TAXES WILL BE BASED ON	353,460

Property is assessed at the following uniform percentages of full market value, unless limited to a lesser amount by law:

Class 1 - 8% Class 2 - 45% Class 3 - 45% Class 4 - 45%

Statements List | Select a BBL | Logon to NYCProperty

Go To: Finance Home Page | NYC.gov Home Page | Contact NYC.gov | FAQs | Privacy Statement | Site Map

NYCProperty

FINAL ASSESSMENT ROLL 2004-2005 | City of New York

Taxable Status Date: January 5, 2004

EXPLANATION OF ASSESSMENT ROLL

View 2008 FINAL ASSESSMENT ROLL
View 2008 - Market Value History
View 2008 TENTATIVE ASSESSMENT ROLL
View 2007 FINAL ASSESSMENT ROLL
View 2006 FINAL ASSESSMENT ROLL
View 2005 FINAL ASSESSMENT ROLL
View 2003 FINAL ASSESSMENT ROLL

Parcel Information

Previous BBL Next BBL

Owner Name:
66-70 ASSOCIATES LLC
Property Address and Zip Code:
68 WEST 45 STREET 10036
Real Estate Billing Name and Address:
66-70 ASSOCIATES LLC
C/O ARTHUR FRIEDMAN
280 MADISON AVE RM 1007
NEW YORK NY 10016

Borough: MANHATTAN
Block: 1260
Lot: 69

Tax Class: 4
Building Class: K9 Codes

Land Information

Lot Size	Irregular	Corner
20.00FT X 100.42FT		

Building Information

Number of Buildings	Building Size	Extension	Stories
1	20.00FT X 100.00FT	E	5

Assessment Information

Description	Land	Total
ESTIMATED MARKET VALUE		928,000
ACTUAL AV	271,800	417,600
ACTUAL EX AV	0	0
TRANS AV	320,130	401,280
TRANS EX AV	0	0

Taxable/Billable Assessed Value

	Assessed Value
SUBJECT TO ADJUSTMENTS, YOUR 2004/05 TAXES WILL BE BASED ON	401,280

Property is assessed at the following uniform percentages of full market value, unless limited to a lesser amount by law:

Class 1 - 8% Class 2 - 45% Class 3 - 45% Class 4 - 45%

Statements List | Select a BBL | Logon to NYCProperty

Go To: Finance Home Page | NYC.gov Home Page | Contact NYC.gov | FAQs | Privacy Statement | Site Map

EXHIBIT D

April 28, 2008

Re: 66-70 West 45th Street
New York, New York
Block: 1260, Lots: 68, 69
and 169 (the "Site")

CETRA/RUDDY INCORPORATED

584 BROADWAY
NEW YORK, NEW YORK
10012-3264
TEL 212 941 9801
FAX 212 941 9440

504 MILAN HOLLOW ROAD
RHINEBECK, NEW YORK
12572-3104
TEL 914 266 4553

New York City Department of
Housing Preservation and Development
100 Gold Street
New York, NY 10038

Operative Date: 2004/2005 (July 1, 2004 – June 30, 2005).

Ladies and Gentlemen:

We are the architects for the above-listed project.

Lot: 169

1. According to the Survey of the Site by Joseph Nicoletti, dated June 6, 2005 (Exhibit 1), which confirms the Certificate of Occupancy No. 85237, dated December 27, 1983 (Exhibit 2), on the 2004/2005 Operative Date, Lot: 169 was improved with a 3 story building, which, assuming it was built full on the lot, contained a floor area ratio ("FAR") of, at most, 3.00.

2. According to the attached zoning map (Exhibit 3), on the 2004/2005 Operative Date, the Site was located in a C6-6 zoning district. In addition, according to the attached Special Midtown District Map from Article VIII of the New York City Zoning Resolution (Exhibit 4), the Site was located within the Special Midtown District on the 2004/2005 Operative Date.

3. According to zoning resolution number 33-122 (Exhibit 5) the maximum permissible FAR for a non-residential building in such zoning district on the 2004/2005 Operative Date was 15.00.

4. According to the attached zoning resolution number 23-15 (Exhibit 6), the maximum permissible FAR for a residential building located in such zoning district (R10 equivalent pursuant to zoning resolution number 34-112 (Exhibit 7)) on the 2004/2005 Operative Date was 10.00.

April 28, 2008

Re: 66-70 West 45th Street
New York, New York
Block: 1260, Lots: 68, 69
and 169 (the "Site")

CETRA/RUDDY INCORPORATED

5. The FAR of the building on the Site on the 2004/2005 Operative Date in paragraph 1, to wit, 3.00, is less than the maximum permissible FAR for non-residential buildings in such zoning district listed in paragraph 3, to wit, 15.00, and fifty percent (50%) or less of the maximum permissible FAR for residential buildings in such zoning district listed in paragraph 4, to wit, 10.00.

Architect:

John A. Cetra

Cetra/CRI Architecture PLLC
584 Broadway
New York, NY 10012

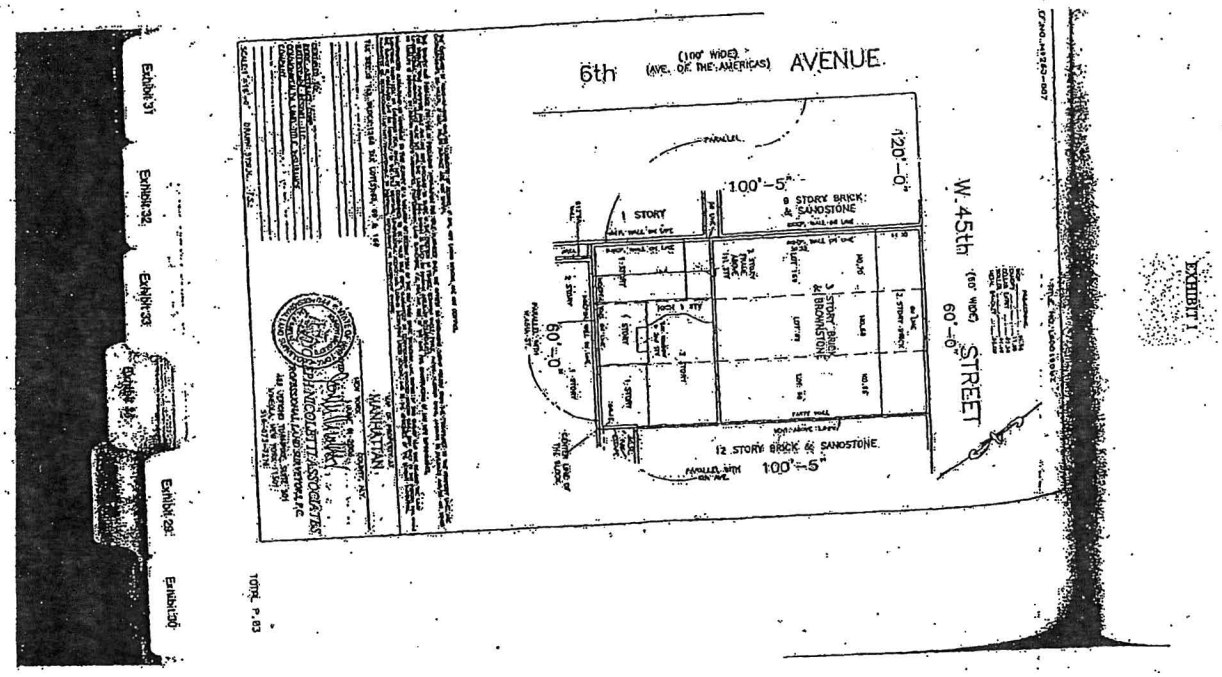

6th (100' WIDE) (AVE. OF THE AMERICAS) AVENUE
W. 45th (60' WIDE) STREET
120'-0"
100'-5"
60'-0"
1 STORY
9 STORY BRICK & SANDSTONE
3 STORY BRICK & BROWNSTONE
12 STORY BRICK & SANDSTONE
MANHATTAN
EXHIBIT 1
Exhibit 31
Exhibit 32
Exhibit 33
Exhibit 29
Exhibit 30

EXHIBIT 2

THE CITY OF NEW YORK

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH MANHATTAN DATE DEC 27 1983 NO. 85237

This certificate supersedes C.O. No. 30216 ZONING DISTRICT C 6-6

THIS CERTIFIES that the ~~new~~ altered ~~existing~~ building premises located at 70 West 45th Street Block 1260 Lot 169

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLIC[illegible] LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

Story	Live Load Cap. Per Sq. Ft.	Maximum Cap. Per Sq. Ft. Permitted	Zoning Limitation of Rooming Units	Building Code Maintenance Rooms	Zoning Use Group	Building Code Occupancy Group	Description of Use
Cellar	O.G.	-	-	-	-	-	Storage
1st	75	15	-	-	6	-	Store
2nd	120	40	-	-	6	-	Part of Private Club
3rd	100	40	-	-	6	-	Part of Private Club
Mezzanine	100	15	-	-	6	-	Part of Private Club

Private Club and Store

Old Code

OPEN SPACE USES _____
(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

George C. Salomon — BOROUGH SUPERINTENDENT

[signature] — COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY—DEPARTMENT OF BUILDINGS ☒ COPY

ING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

at a point on the South side of West 45th Street

120' East from the corner formed by the intersection of West 45th Street and Avenue of Americas

and: west 20' feet; thence south 100'-5" feet;

west 20' feet; thence north 100'-5" feet;

feet; thence feet;

feet; thence feet;

nt or place of beginning.

1380/82 DATE OF COMPLETION 12/20/83 CONSTRUCTION CLASSIFICATION Class 3-F.P.

FANCY GROUP CLASSIFICATION Mezzanine and 3 HEIGHT 44' FEET STORIES

ate Club and Store

E DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH

	YES	NO		YES	NO
			AUTOMATIC SPRINKLER SYSTEM		
STEM					
LEPHONE AND M					
SIGNAL SYSTEM					

STORM DRAINAGE DISCHARGES INTO:
STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

SANITARY DRAINAGE DISCHARGES INTO:
SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

TATIONS OR RESTRICTIONS:
BOARD OF STANDARDS AND APPEALS CAL. NO.
CITY PLANNING COMMISSION CAL. NO.
OTHERS:

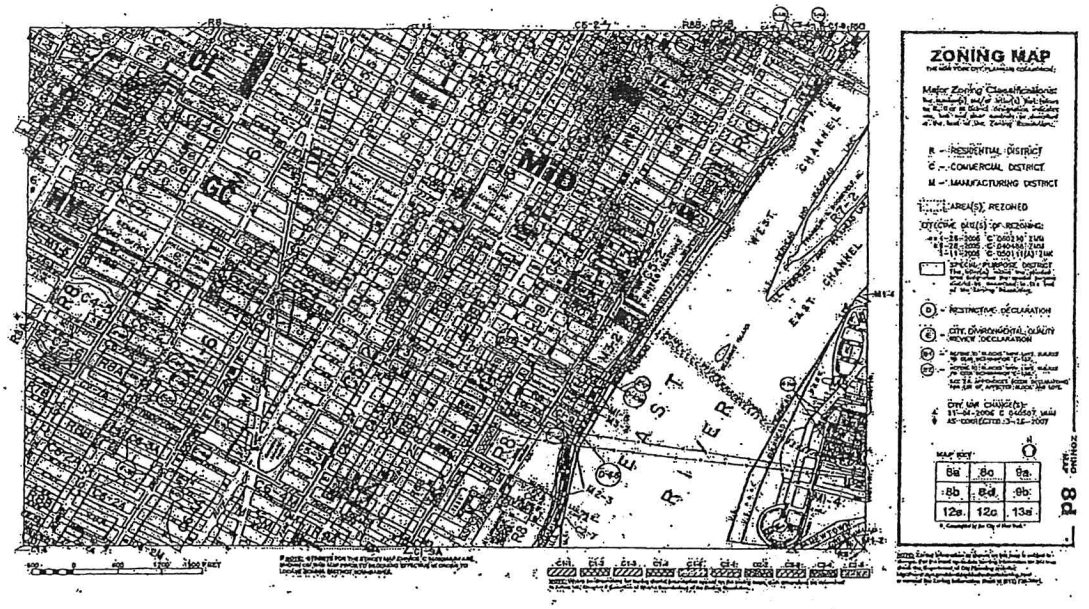
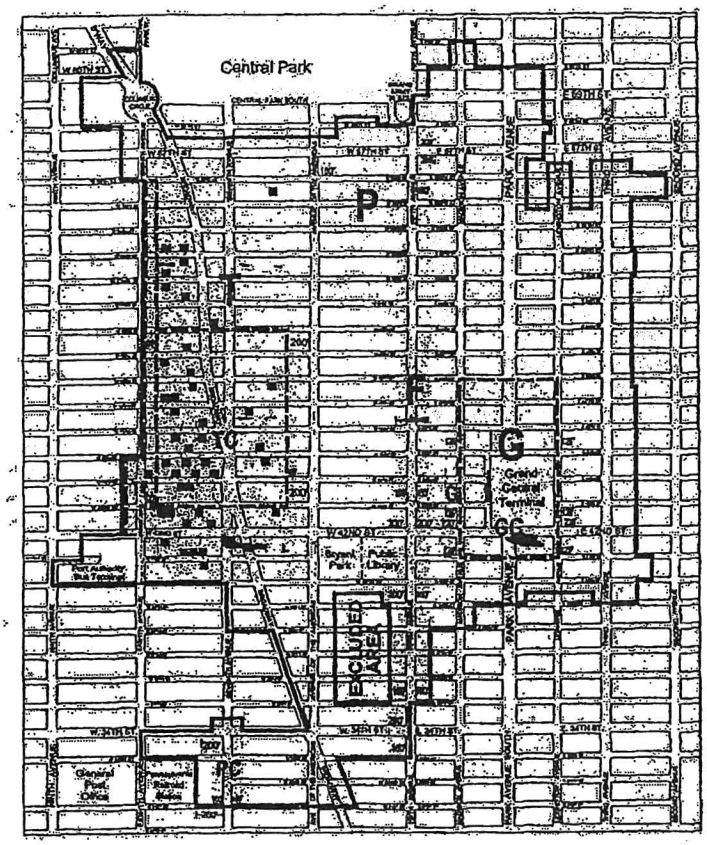

ZONING MAP
R - RESIDENTIAL DISTRICT
C - COMMERCIAL DISTRICT
M - MANUFACTURING DISTRICT
AREA(S) REZONED
SPECIAL PURPOSE DISTRICT
RESTRICTIVE DECLARATION
CITY ENVIRONMENTAL QUALITY REVIEW DECLARATION
MAP KEY
8a
8c
9a
8b
8d
9b
12a
12c
13a
WEST CHANNEL
EAST CHANNEL
EAST RIVER

EXHIBIT 4

APPENDIX A (6/23/93)
Midtown District Plan Maps
†Map 1. Special Midtown District and Subdistricts



MIDTOWN DISTRICT PLAN
MAP 1 - Special Midtown District and Subdistricts

F Fifth Avenue Subdistrict
G Grand Central Subdistrict
PC Penn Center Subdistrict
P Preservation Subdistrict
T Theater Subdistrict
GC Grand Central Subdistrict Core
TC Theater Subdistrict Core
TE Theater Subdistrict Eighth Avenue Corridor
Listed Theaters
Special Midtown District

0 500 1000
FEET

572

EXHIBIT 5

33-122 (6/24/03)

Commercial buildings in all other Commercial Districts

C1-6 C2-6 C3 C4 C5 C6 C7 C8
C1-7 C2-7
C1-8 C2-8
C1-9

In the districts indicated, the maximum *floor area ratio* for a *commercial building* shall not exceed the *floor area ratio* set forth in the following table:

Districts	Maximum *Floor Area Ratio*
C3	.50
C4-1 C8-1	1.00
C1-6 C1-7 C1-8 C1-9 C2-6 C2-7 C2-8 C7 C8-2 C8-3	2.00
C4-2A C4-3A	3.00
C4-2 C4-2F C4-3 C4-4 C4-4D C4-5 C4-6	3.40
C4-4A C4-5A C4-5X C5-1	4.00
C8-4	5.00
C6-1 C6-2 C6-3	6.00
C4-7 C5-2 C5-4 C6-4 C6-5 C6-8	10.00
C5-3 C5-5 C6-6 C6-7 C6-9	15.00

33-123 (6/24/03)

Community facility buildings or buildings used for both community facility and commercial uses in all other Commercial Districts

C1-6 C2-6 C3 C4 C5 C6 C8
C1-7 C2-7
C1-8 C2-8
C1-9

In the districts indicated, the maximum *floor area ratio* for a *community facility building*, or for a *building* used for both *commercial* and *community facility uses*, shall not exceed the *floor area ratio* set forth in the following table:

Districts	Maximum *Floor Area Ratio*
C3	1.00
C4-1	2.00
C8-1	2.40
C4-2A C4-3A	3.00
C1-6A C2-6A C4-4A C4-5A	4.00
C4-2 C4-3 C8-2	4.80
C4-5X	5.00
C6-1A	6.00
C1-6 C1-7 C2-6 C4-2F C4-4 C4-4D C4-5 C6-1 C6-2 C8-3 C8-4	6.50
C1-8A C2-7A C6-3A	7.50
C1-8X C2-7X C6-3X	9.00
C1-8 C1-9 C2-7 C2-8 C4-6 C4-7 C5-1 C5-2 C5-4 C6-3 C6-4 C6-5 C6-8	10.00
C5-3 C5-5 C6-6 C6-7 C6-9	15.00

In *buildings* used for both *commercial uses* and *community facility uses*, the total *floor area* used for *commercial uses* shall not exceed the amount permitted for *commercial buildings* in Section 33-122.

In all *Commercial Districts* except C7 and C8 Districts, for any *zoning lot* containing nursing homes, health-related facilities, domiciliary care facilities for adults, sanitariums and philanthropic or non-profit institutions with sleeping accommodations, the total *floor area* used for the *community facility use* shall not exceed the amount as set forth in paragraph (b) of Section 24-111 (Maximum floor area ratio for certain community facility uses), applying the equivalent *Residential District* (indicated in Section 34-112) for the *Commercial District* in which such *use* is located unless modified pursuant to Section 74-902.

The maximum *floor area ratio* for any *building* used partly for *commercial use* and partly for nursing homes, health-related facilities, domiciliary care facilities for adults, sanitariums and philanthropic or non-profit institutions with sleeping accommodations shall not exceed the amount permitted for a *commercial building* by the applicable district regulations. However, for the districts in which the allowable *floor area*, as set forth in paragraph (b) of Section 24-111, exceeds the amount permitted for a *commercial building*, the provisions of paragraph (b) of Section 24-111 shall be used to compute the maximum *floor area* permissible for the *building* unless modified pursuant to Section 74-902.

23-147 (6/16/06)
†For non-profit residences for the elderly

R3 R4 R5 R6 R7

††(a) In the districts indicated, except R5D Districts, the minimum required *open space ratio* and the maximum *floor area ratio* for *non-profit residences for the elderly* shall be as set forth in the following table:

Maximum *Floor Area Ratio*	Minimum *Open Space Ratio*	District
0.95	66.5	R3
1.29	39.4	R4
1.95	23.1	R5
3.90	17.7	R6
5.01	12.8	R7

†† In R5D Districts, the *open space* and *floor area* regulations set forth in Section 23-141 shall apply to *non-profit residences for the elderly*.

† However, in R6 or R7 Districts, the minimum required *open space ratio* shall not apply to *non-profit residences for the elderly developed* or *enlarged* where permitted, pursuant to the Quality Housing Program. Such *developments* or *enlargements* shall be subject to the requirements of R6A or R7A Districts, respectively, as set forth in paragraph (b) of this Section.

R6A R6B R7A R7B R7X

† (b) In the districts indicated, the maximum *lot coverage* and the maximum *floor area ratio* for *non-profit residences for the elderly* shall be as set forth in the following table:

MAXIMUM LOT COVERAGE AND FAR FOR NON-PROFIT RESIDENCES FOR THE ELDERLY
(in percent)

Maximum *Lot Coverage*		Maximum *Floor Area Ratio*	
Corner Lot	*Interior Lot or Through Lot*		District
80	65	3.90	R6A
80	60	2.00	R6B
80	70	5.01	R7A
80	65	3.90	R7B
80	70	5.01	R7X

23-15 (6/12/96)
Maximum Floor Area Ratio in R10 Districts

R10

In the district indicated, the *floor area ratio* for any *building* on a *zoning lot* shall not exceed 10.0, except as provided in Section 23-17 (Special Provisions for Zoning Lots Divided By District Boundaries) and Section 23-90 (INCLUSIONARY HOUSING).

Notwithstanding any other provision of this Resolution, the maximum *floor area ratio* shall not exceed 12.0. However, within the boundaries of Community District 7 in the Borough of Manhattan, all *developments* or *enlargements* in R10 Districts, except R10A or R10X Districts, shall be limited to a maximum *floor area ratio* of 10.0.

23-16 (7/28/01)
Existing Public Amenities for which Floor Area Bonuses have been Received

(a) Elimination or reduction in size of non-bonused open area on a *zoning lot* containing a bonused amenity

In all districts, any existing open area for which a *floor area* bonus has not been utilized that occupies the same *zoning lot* as an existing *plaza* or other public amenity, open or enclosed, for which a *floor area* bonus has been utilized, may be reduced in size or eliminated only upon certification of the Chairperson of the City Planning Commission that all bonused amenities comply with the standards under which such *floor area* bonus was granted.

(b) Nighttime closing of existing public open areas

In all *Residence Districts*, the City Planning Commission may, upon application, authorize the closing during certain nighttime hours of an existing *plaza*, *plaza*-connected open area or *residential plaza* for which a *floor area* bonus has been received, pursuant to Section 37-06 (Nighttime Closing of Existing Public Open Areas).

(c) Elimination or reduction in size of existing public amenities

In all districts, no existing *plaza*, *plaza*-connected open area, *residential plaza*, *arcade* or other public amenity, open or enclosed, for which a *floor area* bonus has been utilized, shall be eliminated or reduced in size except by special permit of the City Planning Commission, pursuant to Section 74-765 (Elimination or reduction in size of existing public amenities).

Regulations Applying in Special Situations

23-17 (6/12/96)
Special Provisions for Zoning Lots Divided by District Boundaries

R1 R2 R3 R4 R5 R6 R7 R8 R9 R10

In all districts, as indicated, whenever a *zoning lot* is divided by a boundary between districts or is subject to *bulk* regulations resulting in different minimum required *open space ratios*, different maximum *floor area ratios*, different *lot coverages*, or *open space ratios* and *lot coverages*, on portions of the *zoning lot*, the provisions set forth in Article VII, Chapter 7, shall apply.

EXHIBIT 7

34-112 (6/24/03)
Residential bulk regulations in other C1 or C2 Districts or in C3, C4, C5 or C6 Districts

C1-6 C2-6 C3 C4 C5 C6
C1-7 C2-7
C1-8 C2-8
C1-9

In the districts indicated, the applicable *bulk* regulations are the *bulk* regulations for the *Residence Districts* set forth in the following table:

Districts	Applicable *Residence District*
C3	R3-2
C4-1	R5
C4-2 C4-3 C6-1A	R6
C4-2A C4-3A	R6A
C1-6 C2-6 C4-4 C4-5 C6-1	R7
C1-6A C2-6A C4-4A C4-5A	R7A
C4-5X	R7X
C1-7 C4-2P C6-2	R8
C1-7A C4-4D C6-2A	R8A
C1-8 C2-7 C6-3	R9
C1-8A C2-7A C6-3A	R9A
C1-8X C2-7X C6-3X	R9X
C1-9 C2-8 C4-6 C4-7 C5 C6-4 C6-5 C6-6 C6-7 C6-8 C6-9	R10
■C1-9A C2-8A C4-6A C4-7A C5-1A C5-2A C6-4A	R10A
C6-4X	R10X

34-113 (7/24/01)
Existing public amenities for which floor area bonuses have been received

(a) Elimination or reduction in size of non-bonused open area on a zoning lot containing a bonused amenity

In all districts, any existing open area for which no *floor area* bonus has been utilized that occupies the same *zoning lot* as an existing *plaza* or other public amenity, open or enclosed, for which a *floor area* bonus has been utilized, may be reduced in size or eliminated only upon certification of the Chairperson of the City Planning Commission that all bonused amenities comply with the standards under which such *floor area* bonus was granted.

(b) Kiosks and open air cafés

Kiosks and open air cafes may be placed within a *plaza* or *plaza*-connected open area for which a *floor area* bonus has been received, by certification of the City Planning Commission pursuant to Section 37-05 (Improvement of Existing Plazas or Plaza-Connected Open Areas).

(c) Nighttime closing of existing public open areas

In all *Commercial Districts*, the City Planning Commission may, upon application, authorize the closing during certain nighttime hours of an existing *plaza*, *plaza*-connected open area, *residential plaza* or *urban plaza* for which a *floor area* bonus has been received, pursuant to Section 37-06 (Nighttime closing of existing public open areas).

(d) Elimination or reduction in size of existing public open areas

In all *Commercial Districts*, no existing *plaza*, *plaza*-connected open area, *residential plaza*, *arcade* or other public amenity, open or enclosed, for which a *floor area* bonus has been utilized, shall be eliminated or reduced in size, except by special permit of the City Planning Commission, pursuant to Section 74-763 (Elimination or reduction in size of bonused public amenities).

LEITNER GROUP INC.
22 WEST 21ST STREET, 2ND FLOOR
NEW YORK, NY 10010
PHONE: (212) 682-0400
FAX: (212) 682-2233

May 22, 2008

Waterscape Resort, LLC
15 West 34th Street, 7th Floor
New York, NY 10001

Re: Post Construction Real Estate Tax Projection
66-70 West 45th Street
Block 1260, Lots 68, 69 and 169
Borough of Manhattan
City and State of New York

To Whom It May Concern:

You have requested that we project the real estate tax liability of the above referenced premises (herein referred to as the subject property) for the first year of condominium operation commencing December 2009, after the condominium declaration has been filed. It should be noted that the subject property's real estate tax burden for the 2009/2010 tax year may be based on an interim, or "progress" assessment. Although it is anticipated that the property will be assessed based on its status as a partially completed property in the 2009/2010 tax year and thus the property taxes may actually be lower for that tax year, for purposes of this opinion the taxes are computed at full assessment for the first year of condominium operation. We have also estimated the subject property's tax burden inclusive of 421(a) tax benefits.

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 or rehabilitated buildings. 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-construction 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 on the following pages.

You have advised us of the following facts regarding this project:

1. The property consists of a proposed mixed-use building containing 45 stories. The property will contain 57 residential units, one commercial unit, and two hotel units. The property will also have 45 storage bins. The commercial and hotel units will be herein referred to as "non-residential" units.

2. The total gross square footage above grade of the subject property, including lobby area, common area hallways, elevator shafts, etc., will be approximately 154,029± square feet upon completion. The residential gross area above grade will amount to approximately 67,979± square feet. The commercial unit will measure approximately 1,631± square feet above grade excluding commercial common elements and 7,168± square feet below grade. The hotel units will measure approximately 74,547± square feet above grade.

3. It has been reported to us that construction, as defined by the 421(a) program, will have commenced during the 2007/208 tax year. A Temporary Certificate of Occupancy for the entire structure is projected to be obtained by December 1, 2009.

4. The residential component will be allocated a common interest percentage of 44.68%; Commercial Unit 3 will be allocated a common interest percentage of 5.64%; and Hotel Units 1 and 2 collectively will be allocated a common interest percentage of 49.68%.

Methodology

There are three recognized appraisal methods which 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 material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees, construction period taxes ("soft") 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 a competing investment, yields a close estimate of the market value of the property.

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 the case of condominiums, the method of assessment of the individual units is set forth in Real Property Law Section 339-Y. 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 apartment building as an entity and the sale of a condominium unit are not the measure of value for assessment purposes.

Since the tax year 1982/83, 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 five-year period in equal 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 into the taxable assessed valuation without the five-year phase-in. The "actual assessment" is the target value which will be reached at the end of the five-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.

In arriving at the assessed valuation for each unit in the Condominium, the building is first assessed as an entity. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the Condominium Declaration has been recorded and the floor plans are filed with the Office of the City Registrar. The New York City Department of Finance has historically apportioned assessed value among units based primarily upon the proportion the projected selling price presented in the Offering Plan for each residential unit bears to the total offering price for all residential units available for purchase in the project ("proportionate valuation"). The Department of Finance may also apportion assessed value based upon each unit's percentage of overall common interest, or based upon relative square footage. We have allocated our projected assessed valuation based upon the percentage of common interest assigned to each condominium unit. We make no representations that the Department of Finance will use any particular method of apportioning assessed valuation among the units.

Assuming that a Temporary Certificate of Occupancy for the structure is issued by December 1, 2009, as of the taxable status day of January 5, 2009, the subject building is projected to be partially completed, according to the Sponsor. Pursuant to the New York City Administrative Code, Section 11-209, the assessment for the Tax Year 2009/2010 will be based on the land assessment only (known as a "progress" assessment). However, for purposes of this opinion the taxes are computed at full assessment for the 2009/2010 tax year, and the property taxes may actually be lower for that tax year than reflected in our opinion.

It is noted that the residential and non-residential components of the property will not be assessed separately until the 2010/2011 tax year. For the 2009/2010 tax year, the property will most likely receive a single assessment in Tax Class 2 (residential), with the resulting tax burden allocated between the residential and non-residential components by the Sponsor. However, for the purposes of this opinion, we have projected the assessment of each component separately for the 2009/2010 tax year and computed the post-completion tax burden based on each

component's respective future tax class.

Current Assessments

The tentative target (actual), and transitional assessed valuations for the subject's block and lot for the tax year 2008/2009 are set forth as follows:

Lot	Actual Land	Actual Total	Transitional Land	Transitional Total	Taxable Total
1260/68	$271,350	$271,350	$271,350	$271,350	$271,350
1260/69	$271,800	$271,800	$271,800	$271,800	$271,800
1260/169	$310,950	$310,950	$310,950	$310,950	$310,950
Total	$854,100	$854,100	$854,100	$854,100	$854,100

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. The total taxable assessment for the tax lots amounts to $854,100.

Tax Rates

Upon completion of construction and separate assessment of each component, the residential units will be assessed within Tax Class 2 (residential) while the non-residential units will be assessed within Tax Class 4.

The Class 2 tax rate for tax year 2007/2008 is $11.928 per hundred of assessed value and the Class 4 tax rate is $10.059 per hundred of assessed value. The tax rates for 2008/2009 and future tax years have not yet been announced. The chart below illustrates historical tax rates in each class since 1996/1997.

REAL ESTATE TAX RATES, NEW YORK CITY
1996/1997 TO 2007/2008

Year	Class 1	Class 2	Class 3	Class 4
1996/1997	10.785%	11.056%	7.840%	10.252%
1997/1998	10.849%	11.046%	8.282%	10.164%
1998/1999	10.951%	10.739%	8.800%	10.236%
1999/2000	11.167%	10.851%	9.398%	9.989%
2000/2001	11.255%	10.847%	10.540%	9.788%
2001/2002	11.609%	10.792%	10.541%	9.712%
First-Half 2002/2003	11.936%	10.564%	10.607%	9.776%
Second-Half 2002/2003	14.180%	12.517%	12.565%	11.580%
2003/2004	14.550%	12.620%	12.418%	11.431%
2004/2005	15.094%	12.216%	12.553%	11.558%
2005/2006	15.746%	12.386%	12.309%	11.308%
2006/2007	16.118%	12.737%	12.007%	10.597%
2007/2008	15.434%	11.928%	11.577%	10.059%

Source: New York City Department of Finance

Prior to 2002/03, the tax rates had remained fairly stable for most of the 1990's, with a declining trend between 1998 and 2002. The 2002/2003 tax rates reflect the across-the-board property tax increases put in place by the Bloomberg administration to deal with the City's recent severe budget crisis. The New York City Council passed a bill increasing the real estate tax rates for the City of New York by 18.49%. The 2003/2004 through 2007/2008 tax rates have reflected increases and decreases more in line with historical trends.

We have assumed, for the purpose of this tax projection, that tax rates will 1% per annum for upcoming years. The first year of condominium operation is projected to begin in December 2009 and end in November 2010. Taxes payable during the first year of condominium operation will be comprised of 58% of the taxes due for the 2009/2010 tax year (7 months) and 42% of the taxes due for the 2010/2011 tax year (5 months). The projected Class 2 tax rate for the first year of condominium operation amounts to $12.218 per $100 of assessed value while the projected Class 4 tax rate for the first year of condominium operation amounts to $10.304 per $100 of assessed value.

Leitner Group, Inc. makes no representations or warranties with respect to the projected tax rates for the 2008/2009 or subsequent tax years to be adopted by the New York City Council.

Projected Future Assessments

A review of 2008/2009 valuations of comparable, recently renovated, rehabilitated or newly constructed buildings in the vicinity of the subject, justifies an overall assessed valuation of $140 per square foot of gross area above grade for the residential units, excluding any terraces/patios or roof space; $350 per square foot of commercial area above grade for the retail/commercial unit; and $275 per square foot above grade for the hotel units for the first year of condominium operation. This amounts to respective assessments of $9,517,060 for the residential component; $570,850 for the commercial component; and $20,500,425 for the hotel component. The combined assessment for the first year of condominium operation amounts to $30,588,335.

Taxes payable for each component of the subject property in the first year of condominium operation are computed as follows:

ESTIMATED TAX LIABILITY
FIRST YEAR OF CONDOMINIUM OPERATION
EXCLUDING 421(A) TAX BENEFITS

Component	Residential	Commercial	Hotel
Projected Assessment First Year of Operation	$9,517,060	$570,850	$20,500,425
Projected Tax Rate	x 12.218%	x 10.304%	x 10.304%
Projected Taxes First Year of Operation	$1,162,837	$58,820	$2,112,352

We estimate that the tax burden for the residential units will amount to $1,162,837 for the first year of condominium operation. We estimate that the tax burden for Commercial Unit 3 will amount to $58,820 for the first year of condominium operation. We estimate that the tax burden for Hotel Units 1 and 2 collectively will amount to $2,112,352 for the first year of condominium operation. These estimates exclude any exemptions or abatements for which the subject property may qualify.

Prospective purchasers are advised that these valuation estimates assume that the taxing authority is assessing a post-construction, completed, occupied building and is not intended to reflect any interim or progress assessment. Because the subject property will be only partially completed as of the taxable status day, January 5, 2009, the 2009/2010 assessed valuation is projected to be lower than the full assessed value. Furthermore, our tax projection for 2009/2010 is computed based on separate assessments and tax rates for the residential and non-residential components. A combined tax bill during the first year of condominium operation may be allocated between residential and non-residential components in a different manner by the Sponsor, resulting in somewhat different assessment burdens for each component.

The tax liability of a particular unit, assuming the overall actual assessment as estimated above and tax rates as estimated above, may be estimated as follows for the first year of condominium operation:

PROJECTED TAXES PER UNIT EXCLUDING TAX BENEFITS
FIRST YEAR OF CONDOMINIUM OPERATION (DECEMBER 2009 TO NOVEMBER 2010)

Residential Component:	$1,162,837 x Common Interest Percentage
Commercial Unit 3:	$58,820
Hotel Units 1 and 2:	$2,112,352 x Common Interest Percentage

Projected Taxes Including 421(a) Benefits

It is our understanding that the sponsor is seeking 421(a) real estate tax exemption benefits. You have advised us that construction, as defined by 421(a) rules and regulations, will have commenced during the 2007/2008 tax year. If granted, the benefits provide a varied exemption of increases in assessed value over the pre-construction assessment. The City Council of New York City has recently passed legislation which would alter the 421(a) tax exemption program benefits for construction projects commencing subsequent to June 30, 2008. Since the commencement of construction will have commenced prior to this date, the property is anticipated to qualify for benefits pursuant to current program rules.

If granted, the combined benefits provide a varied exemption of increases in assessed value over the 2006/2007 base tax year. There may be up to a 100% exemption during the construction period (not to exceed three years) and the first two years of operation. In the 3rd year, the exemption decreases to 80%; in 5th year, it is reduced to 60%; in the 7th year, it is reduced to 40%; and in the 9th year it is reduced to 20%. After the 10th year, the property will be fully taxed.

These percentages of exemption will be diminished to the extent that the commercial, community facility and accessory use space (collectively, the "non-residential" space) exceeds 12% of the aggregate floor area of the Project. In the event the non-residential space exceeds 12% of the aggregate floor area of the project, Section 6-06(b) of the 421(a) program rules and regulations provides that where a project contains separately assessed parcels, such as a residential condominium, the reduction of tax exemption resulting from excess commercial space should be

allocated entirely to the non-residential parcels. In the event such allocation is applied to the non-residential parcels to the extent that no exemption exists for the non-residential parcels, and there is remaining exemption diminution to be allocated, such additional exemption diminution shall be allocated to the residential parcels.

Since the non-residential units are expected to exceed 12% of total floor area, there will be a diminution of the exemption benefit at the property. This diminution of benefits is expected to apply to non-residential units only. Accordingly, we have projected taxes including 421(a) benefits for the residential component of the property only.

The Real Property Tax Law requires that taxes shall be paid in each tax year during which 421(a) benefits are received in an amount equal to the assessed value of the land and any improvements thereon during the tax year preceding the commencement of construction, this amount being referred to as the "mini tax."

MINI-TAX ESTIMATE FOR RESIDENTIAL COMPONENT INCLUSIVE OF 421(A) BENEFITS
FIRST YEAR OF CONDOMINIUM OPERATION

Component		Residential
Pre-Construction Taxable Assessment		$1,369,320
Percentage of Common Interest	x	44.68%
Projected Componant Assessment		$611,812
Projected Tax Rate	x	12.218%
Projected Taxes First Year of Operation		$74,754

The 2006/2007 pre-construction taxable assessed valuation for the property was $1,369,320. We estimate that the tax burden for the residential component will amount to $74,754 for the first year of condominium operation inclusive of 421(a) benefits.

The Department of Finance has not adopted a unified method of allocating the mini-tax between residential and commercial units. While we have projected the assessment allocation for the residential component according to respective share of common interest, we make no representations that the Department of Finance will use any particular method of apportioning assessed valuation among the residential units or between residential and non-residential units. Although the non-residential units at the property may benefit from some portion of the 421(a) tax benefits, we have not projected taxes inclusive of benefits for the non-residential components.

PROJECTED TAXES PER UNIT INCLUDING TAX BENEFITS
FIRST YEAR OF CONDOMINIUM OPERATION (DECEMBER 2009 TO NOVEMBER 2010)

Residential Component:	$74,754 x Common Interest Percentage

This letter was prepared at the request of Waterscape Resort, LLC. 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 Offering Plan, and offer no warranties of the amount of any liability for any period.

The opinions expressed above are based on our interpretation of the Real Property Tax Law, 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. 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 interpretation 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 newly renovated properties held in condominium 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 the Offering Plan.

Sincerely,

Joel Leitner

Joel Leitner, MAI, CRE, FRICS
Principal

W. WORKING CAPITAL FUND

The Purchaser of each Residential Unit shall be required to make a contribution at the closing of title to such Unit(s) to or in respect of the working capital fund of the Residential Section of the Condominium (the "Working Capital Fund"). Such contribution shall be in an amount equal to one month's Common Charges then in effect for the Residential Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time.

No reserve fund is being established for the Condominium. Sponsor has elected not to provide for a reserve fund to be used for capital replacements or repairs in respect of the Building because upon completion of the construction to be performed by or on behalf of Sponsor as described herein, the Building will be newly renovated.

In addition, no reserve fund has been established for the Condominium in its budget for Schedule B "Projected Budget for First Year of Operation" for use by the Condominium Board or the Residential Board, which in general has principal responsibility for repairing and maintaining the Residential Limited Common Elements and the Common Elements, respectively, (such as the roofs, central fire alarm and security systems, and various mechanical and electrical systems). The Condominium Board may decide in the future to establish a reserve fund or pay for necessary repairs or capital items by special assessment or by increasing Common Charges, payable by the Unit Owners. Each Unit Owner would be individually liable for the amount of such special assessment against, or increase payable by the Condominium Board to the extent of such Unit Owner's proportionate Common Interest among all Unit Owners.

At the First Closing, Sponsor will apportion the following items with the Condominium Board and/or Residential Board, as applicable, as of the date preceding said closing:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Condominium;

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

(3) charges for steam, gas, electricity and other utilities;

(4) payments under assignable service, maintenance and concession contracts;

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

(6) cost of fuel and Building supplies on hand, at Sponsor's cost (plus sales tax);

(7) premiums for transferable insurance policies; and

(8) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. No such adjustments or apportionments are expected to be substantial. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the Residential By-Laws as will be determined by the Residential Board of Managers, in its sole discretion and may be augmented by allocations from monthly Common Charges collected by such Board. Other than as provided in the preceding sentence, Sponsor will not separately contribute to the Working Capital Fund. However, while Sponsor controls the Residential Board, the Working Capital Fund will not be used to reduce estimated Common Charges, and in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Residential Units.

No representation is made that the Working Capital Fund, together with the Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of Condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges or to impose special assessments on Unit Owners.

Neither the Department of Law nor any other governmental agency has passed upon the adequacy of the Working Capital Fund.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

X. MANAGEMENT AGREEMENT AND CONTRACTS

1. Management Agreement

It is presently contemplated that at or prior to the First Closing, the Residential Board will enter into a Management Agreement with Tecton Management Services Company, LLC, a Delaware limited liability company to act as Managing Agent with respect to the Residential Section of the Condominium (the "Residential Management Agreement"). The Condominium Board will also enter into a Management Agreement with Tecton Management Services Company, LLC, a Delaware limited liability company to act as Managing Agent to the Condominium (the "Condominium Management Agreement"), (collectively, the "Management Agreements").

It is contemplated that the Management Agreements will each provide for an initial term of three years commencing on the First Closing. The Managing Agent will receive an annual fee of $32,170 pursuant to the Management Agreement with the Residential Board and will receive an annual fee of $39,830 pursuant to the Condominium Management Agreement for such year, payable in equal monthly installments. If the Managing Agent shall fail to perform or abide by any of its services, agreements, representations, warranties, covenants, or obligations herein, and shall fail to cure said failure within thirty (30) days of notice of said failure sent by the Residential Board or the Condominium Board to the Managing Agent, the Board sending such notice shall have the right to terminate their respective Management Agreement at the end of any calendar month on not less than sixty (60) days' prior written notice to the Managing Agent. If the Residential Board or the Condominium Board shall unreasonably refuse to comply with or abide by any proper Legal Requirement, the Managing Agent may terminate the agreement at any time on ten (10) days' prior notice in writing to the appropriate Board. The Managing Agent may otherwise terminate this Agreement on thirty (30) days' prior written notice to the Residential Board.

The management fees payable by the Residential Board and the Condominium Board will be included in Common Expenses as discussed above in Schedule B "Projected Budget for First Year of Operation." The Managing Agent will be entitled to additional fees for certain special services performed by it.

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

(1) billing and collecting Common Charges payable by the Unit Owners;

(2) causing the Residential Limited Common Elements to be maintained, repaired, replaced and altered in the manner deemed advisable by the Residential Board. The approval of the Residential Board is necessary for any certain expenditures of ordinary repairs or alterations (other than emergency repairs or repairs to comply with a governmental notice or order);

(3) causing the Common Elements to be maintained, repaired, replaced and altered in the manner deemed advisable by the Condominium Board. The approval of the

Condominium Board is necessary for any certain expenditures of ordinary repairs or alterations (other than emergency repairs or repairs to comply with a governmental notice or order);

(4) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the Residential Section and its Residential Limited Common Elements subject to the approval of the Residential Board where such service contract is in excess of three (3) years or $15,000 per annum requires the consent of the Residential Board;

(5) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the non-residential sections of the Condominium, including any hotel limited common elements, subject to the approval of the Condominium Board where such service contract is in excess of three (3) years or $15,000 per annum;

(6) checking all bills received in connection with the maintenance and operation of the Residential Limited Common Elements and causing all such bills and other expenses to be paid;

(7) checking all bills received in connection with the maintenance and operation of the Common Elements and causing all such bills and other expenses to be paid;

(8) supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Residential Section and other sections of the Building;

(9) rendering monthly statements of receipts and disbursements to the Residential Board or Condominium Board other designated entity, upon request;

(10) maintaining payroll records and filing withholding tax statements for Residential Section and other employees of the Condominium;

(11) maintaining accurate sets of books for the Residential Board and the Condominium Board;

(12) cooperating with the Condominium Board and the Residential Boards' accountants in preparing and submitting annually to the Condominium Board and the Residential Board an operating budget of the anticipated income and expenses for the ensuing year;

(13) attending meetings of the Residential Board and annual meetings of the Residential Unit Owners, and preparing agendas and sending notices relating to such meetings, and if requested by the Residential Board, providing a secretary, at the Residential Board's expense, to record the minutes of such meetings;

(14) attending meetings of the Condominium Board and annual meetings of the Unit Owners, and preparing agendas and sending notices relating to such meetings, and if requested by the Condominium Board, providing a secretary, at the Condominium Board's expense, to record the minutes of such meetings;

(15) generally, doing all things deemed reasonably necessary or desirable by the Residential Board and the Condominium Board for the proper management of the Residential

Section and the other sections of the Condominium and attending to the various needs and comforts of the Unit Owners.

In addition, the Managing Agent may charge additional fees to the Residential Board and/or the Condominium Board, as appropriate, for services that are outside of the scope of the Management Agreement. These services include, but are not limited to:

(1) leasing or selling Residential Units

(2) processing applications for sale, lease or mortgage

The Residential Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the Residential Management Agreement or at the instructions of the Residential Board, provided however, any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct.

The Condominium Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the Condominium Management Agreement or at the instructions of the Condominium Board, provided however, any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct.

Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the Condominium Management Agreement and/or the Residential Management Agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor.

The Managing Agent, at the expense of the Residential Board and/or the Condominium Board, as appropriate, will be bonded during the term of the Management Agreement under fidelity or general surety bonds in favor of the Condominium or the Residential Board, as appropriate, in the minimum amount of $250,000 for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers or employees.

Sponsor reserves the right during the Initial Residential Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by the Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. After the Initial Residential Control Period, upon the expiration or sooner termination of the then current agreement with the Managing Agent, the Residential Board may designate any other managing agent to perform the duties and services to be performed by the Managing Agent under the Plan. The term "Managing Agent" when used in the Plan with respect to any time after Sponsor or the Residential Board has designated another managing agent shall mean such other agent. The Management Agreement may not be assigned by the Managing Agent without the prior written consent of the Residential Board. Sponsor will amend the Plan to disclose having entered into the Management Agreement promptly after execution thereof.

The duties and responsibilities of the Condominium Board that may be delegated to a Managing Agent are set forth in detail in the Condominium By-Laws, and they generally include the operation, care, upkeep, maintenance, repair and restoration of the General Common Elements, the employment and dismissal of the personnel necessary for the performance of such roles, and the collection of General Common Charges. The cost of the Managing Agent of the Condominium will be included as a General Common Expense and be borne by all Unit Owners as discussed in the subsection entitled "Schedule B," "Projected Budget for First Year of Operation," in the Section entitled "Schedules" in Part I of the Plan.

If the Residential Management Agreement is terminated for any reason, either Agent or the Board may terminate the Condominium Management Agreement with both Agreements terminating on the same date. Similarly, if the Condominium Management Agreement is terminated for any reason, either Agent or the Board may terminate the Residential Management Agreement with both Agreements terminating on the same date.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Y. IDENTITY OF PARTIES

1. Sponsor

Sponsor is Waterscape Resort LLC, a Delaware Limited Liability Company with offices at 15 West 34th Street, New York, New York 10001. Sponsor's members are Salim Assa and Ezak Assa.

Mssrs. Assa are real estate investors and possess a diverse portfolio of properties including office, retail and industrial warehouse spaces in North Carolina, Puerto Rico and New York. Mssrs. Assa have also been involved in Real Estate development projects in Mexico.

The principals of Sponsor submitted an Offering Plan for review on November 14, 2007 to the Department of Law in connection with Galerie 515 Hotel & Condominium Residences, for the property known by the street address 515 Ninth Avenue, New York, New York. Sponsor is current in his financial obligations. Sponsor, Sponsor's Principals, or any affiliates of Sponsor or Sponsor's Principals have not offered any other properties for sale as cooperatives, condominiums, planned unit development homes, or time shares within the past five years.

The Secretary of State has been designated to receive service of process for Sponsor.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen years prior to the submission of this Plan.

2. Attorneys for Sponsor

Sponsor has retained the law firm of Kramer Levin Naftalis & Frankel LLP, having an office at 1177 Avenue of the Americas, New York, New York 10036 ("Sponsor's Counsel"), to represent it in connection with the Plan and in all closings associated therewith. Jay A. Neveloff, Esq. and Cheryl Roth, Esq. had principal responsibility for the preparation of the Plan, the Declaration, the Condominium By-Laws and the Residential By-Laws and the forms of Agreement, Unit Deed and Unit Power of Attorney. Sponsor's Counsel has also rendered opinions with respect to the possible availability of income tax deductions to Purchasers of Residential Units and the allocation of Common Interests.

3. Selling Agent

The Selling Agent for the project is The Marketing Directors, Inc., having an office at 750 Lexington Avenue, New York, New York 10022. The Marketing Directors, Inc. is a pre-eminent marketing company with offices located in New York and Georgia.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent; and no prior convictions, injunctions and judgments against the Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

4. Managing Agent

Sponsor presently anticipates that the initial Managing Agent for the Condominium and the Residential Section will be Tecton Management Services Company, LLC, a Delaware limited liability company.

Tecton Management Services Company LLC, is engaged in the management of franchise and boutique hotels. Tecton Management Services Company LLC has managed and operated hotels in several parts of the country, including North Carolina, Florida and Puerto Rico.

There have been no prior felony convictions of the Managing Agent or any principals of Managing Agent; and no prior convictions, injunctions and judgments against Managing Agent or any principal of the Managing Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

5. Budget Expert

Penmark Realty Corp., having an address at 820 Second Avenue, New York, New York 10017 estimated all amounts of income and expenses in Schedule B "Projected Budget for First Year of Operation" in consultation with Sponsor. The budget expert has no financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except: (i) for its fees for services rendered in connection with the same; or (ii) to the extent it may in the future be designated as Managing Agent.

6. Real Estate Tax Consultant

Leitner Group Inc. has been engaged as a real estate tax consultant in connection with the Plan. The firm prepared a forecast of the assessed valuation of the Units following construction and submission of the Property to a condominium regime of ownership that was used in preparing the provisions of Schedule A and other disclosures in the Plan regarding projected real estate taxes. The forecast was prepared by Joel Leitner, a Principal of the firm. The real estate tax consultant has no financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

7. 421-a Tax Consultant

The law firm of Seiden & Schein, P.C. has been engaged as the 421-a Tax consultant for the Plan. Seiden & Schein, P.C. have more than 50 years of experience as real estate attorneys and the firm has been instrumental in the origination and development of numerous projects for its clients. Jay G. Seiden is a member of the Housing Committee of The Real Estate Board of New York, as well as a member of the Executive Board of the New York State Association for Affordable Housing (NYSAFAH). Alvin Schein regularly lectures at City Bar Association courses on the topic of real estate contracts and is currently a member of a committee of attorneys that is reviewing and recommending revisions to the New York Condominium Act.

8. Construction Professionals

Pavarini McGovern is the construction manager engaged by Sponsor to construct the Project. Pavarini McGovern is experienced as a general contractor/construction manager for residential and commercial projects.

John A. Cetra Architecture P.C., 584 Broadway, New York, New York 10012, is the Project Design Architect and has extensive experience in residential design and overall planning.

MG Engineering, P.C., is the mechanical, electrical and plumbing engineer for the Building and prepared the plumbing, mechanical and electrical report for the Building included in the Description of Property and the estimates of utilities consumption used in the preparation of Schedule B, "Projected Budget for First Year of Condominium Operation."

Desimone is the structural engineer for the construction work at the Property.

None of the construction professionals has a financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except for their respective fees for services rendered in connection with the same.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Z. REPORTS TO UNIT OWNERS

It is the obligation of the Residential Board to give all Residential Unit Owners annually:

1. within seven (7) months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm. Such statement shall be certified while Sponsor is in control of the Residential Board;

2. at least 15 business days' prior notice of the annual or any special Residential Unit Owners' meeting; and

3. a copy of the proposed annual budget of the Residential Section at least 30 days prior to the date set for adoption by the Residential Board.

It is the obligation of the Condominium Board to give all Unit Owners annually:

1. an annual report of receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant or certified public accounting firm, within seven (7) months after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Condominium Board;

2. at least 10 business days' prior notice of any annual or special Unit Owners' meetings; and

3. a copy of the proposed annual budget of the Condominium at least 30 days prior to the date set forth for adoption thereof by the Condominium Board.

While Sponsor is in control of the Condominium Board and the Residential Board of Managers, least such budgets shall be certified in compliance with Section 20.4(d) of the Regulations of the Department of Law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

AA. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection without charge, and for copying at a reasonable charge, at Sponsor's office for a period of six years after the First Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Residential Unit and its Residential Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Residential Unit, will be filed in the City Register's Office when the Declaration is recorded, and an additional set will be furnished to the Residential Board at the time of the First Closing.

The Declaration, the Condominium By-Laws and the Residential By-laws will be recorded in the City Register's Office prior to or concurrently with the First Closing, and a copy thereof will be furnished to the Condominium Board and the Residential Board at such time.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

BB. GENERAL

Except as set forth herein, there are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the Property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

To the best of Sponsor's knowledge, the Property has not been the subject of any prior cooperative or condominium offerings. No preliminary binding agreements have been entered into and no money has been collected from prospective Purchasers.

Sponsor and the Selling Agent each hereby represent that it will not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by law.

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of Condominium By-Laws and form of Residential By-Laws, form of Agreement, form of Unit Deed, form of Unit Power of Attorney and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

No party other than any Purchaser shall have any right or benefit herein or herefrom, including, without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of the Sponsor's obligations hereunder and no party other than any Purchaser shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and/or prospective Purchasers under the Plan. However, no such change with respect to any Unit for which an Agreement is then in effect may be made without the consent of the Purchaser hereunder. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material change that adversely affects any Purchasers, Sponsor shall grant such Purchasers a right to rescind their respective Agreements by written notice to Sponsor given within 15 days after the date of presentation of such amendment. In such event, Sponsor shall direct the Escrow Agent to return the Deposit of any Purchasers who duly rescind their Agreements, together with any interest earned thereon.

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 states that there have been no contracts or agreements, written or oral that have been entered into for the sale or transfer of any of the Units offered in the Plan. Neither Sponsor nor anyone on behalf of Sponsor has taken any deposits or advances of funds in connection with the reservation, sale or transfer of such Units.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CC. SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property set forth as Exhibit 4 in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property.

The Residential Units are being sold "as is" in the condition in which they exist at the time of transfer of title to such Residential Unit, unless Sponsor and the Purchaser of such Residential Unit otherwise agree in writing. Except as otherwise expressly provided in this Plan, Sponsor's obligation to make repairs in any Residential Unit shall cease upon the closing of title to such Residential Unit. Sponsor will, however, maintain and operate the Building until the First Residential Closing in substantially the same manner and condition as on the filing date of this Plan (subject to ordinary wear and tear) except to the extent that Sponsor is precluded from so doing by acts of God, fire or other casualty, storm, strikes, lockouts, labor difficulties, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Sponsor is reasonably unable to exercise control. If for any of the reasons set forth in the preceding sentence, other than fire or other casualty, Sponsor is prevented from so maintaining the Building and the Common Elements (or causing the same to be maintained), Sponsor shall make or cause to be made, within a reasonable period of time after such act ceases to exist, any repairs subsequent to the First Closing that it was obligated to make prior to the First Residential Closing.

If a Residential Unit borders or is located near a rooftop or other area, there may be equipment for the Building, or other obstructions, that may be visible from the windows of said Units.

As more fully described in "The Property" in Section A of the Introduction above, and subject to the matters described therein, Sponsor anticipates that renovation of the Building will be sufficiently completed to allow the first closing of a Residential Unit to occur in or about December 2009. A new Certificate of Occupancy will be issued for the Building when the construction of the Building is complete. Sponsor will obtain a temporary Certificate of Occupancy permitting occupancy of specific Residential Units prior to the closing of the sale of such Residential Units.

Dated: August __, 2008
New York, New York

SPONSOR:

Waterscape Resort LLC

PART II

EXHIBIT 1

PURCHASE AGREEMENT

AGREEMENT

_____

_____

Purchaser(s)

with

WATERSCAPE RESORT LLC
15 West 34th Street
New York, New York 10001

Sponsor

Unit Number ____

CASSA NY CONDOMINIUM
66-70 West 45th Street
New York, New York 10036

AGREEMENT

UNIT NO. ___

CASSA NY CONDOMINIUM
66-70 W. 45th Street, New York, New York

(to be executed in quadruplicate)

AGREEMENT (this "Agreement"), made as of the ___ day of _____ 2008, between Waterscape Resort LLC, a Delaware Limited Liability Company, having an office at 15 West 34th Street, New York, New York 10001, (hereinafter, "Sponsor"), and

_____

_____

having an address at _____

_____ (hereinafter, "Purchaser").

W I T N E S S E T H:

1. **Definitions.** Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for Cassa NY Condominium, (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. **The Unit.** Sponsor hereby grants to Purchaser, and Purchaser hereby acquires from Sponsor, an option to purchase Unit No. ____ at the Condominium (as designated in the Declaration), together with the undivided _____% interest in the Common Elements appurtenant to such Unit (the "Unit"), upon and subject to the terms and conditions set forth herein.

3. **Purchase Price.**

3.1 The purchase price for the Unit (the "Purchase Price") is $_____ payable as follows:

(a) $_____ (the "Initial Deposit"), due upon the signing; and

(b) $_____ (the "Additional Deposit"; the term "Deposit", as used herein, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit), due upon the earlier to occur of: (i) the date which is six (6) months after the date of this Agreement; or (ii) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment declaring the Plan effective, but in no event later than the closing of title, subject to collection;* and

* Omit if Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic immunity).

(c) $_____ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Kramer Levin Naftalis & Frankel LLP, as Escrow Agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "Kramer Levin Naftalis & Frankel LLP, as Escrow Agent" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (which shall include suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default).

4. Deposit.

4.1 The Initial Deposit shall be deposited within five (5) business days after this Agreement is countersigned by or on behalf of Sponsor and returned to Purchaser, and the Additional Deposit shall be deposited within five (5) business days after its receipt by Sponsor or Sponsor's agents, employees or the Escrow Agent, in each case into a segregated special interest-bearing escrow account (the "Escrow Account") at Citibank, N.A., 666 Fifth Avenue, New York, New York 10103 (the "Depository") entitled "Cassa NY Condominium Escrow Account" subject to the provisions of the Plan with respect to the designation of a substitute bank and/or account type or title. The Deposit shall be held in trust in such account in conformity with Sections 352-e(2)(b) and 352-h of the New York General Business Law and the Attorney General's regulations promulgated pursuant thereto until such funds may be withdrawn in accordance with such laws and regulations and the terms of this Agreement and the Plan. While the same are being so held, such funds shall not be commingled with any other funds of Sponsor (except, at Sponsor's sole election, funds deposited by other purchasers under the Plan). The Escrow Account will be interest-bearing and, unless Purchaser defaults, interest will be credited to Purchaser at the closing. The interest rate to be earned will be the prevailing rate for these accounts. (No representation or guarantee is made as to the actual rate of interest that will be earned on such funds.) Interest, if any, will begin to accrue within five (5) business days after this Agreement is fully executed and tender for payment of the check representing the Deposit. Notwithstanding anything to the contrary contained herein, unless and until Purchaser has delivered to the Escrow Agent a completed and signed Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the Depository.

4.2 The Deposit shall be held in the escrow account identified in Section 4.1 above until Kramer Levin Naftalis & Frankel LLP (the "Escrow Agent") is otherwise directed in: (a) a writing signed by both Sponsor and Purchaser; or (b) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or (c) a judgment or order of a court of competent jurisdiction.

4.3 If there is no written agreement between the parties to release the escrowed funds, the Escrow Agent will not pay the funds to Sponsor until the Escrow Agent has given Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to Sponsor unless Purchaser has already made application to the Department of Law pursuant to the dispute

resolution provisions of the Attorney General regulations and has so notified the Escrow Agent in accordance with such provisions.

4.4 Sponsor will not object to the release of the escrowed funds to: (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or (b) all purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

4.5 Purchaser or the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the escrowed funds and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is attached as Exhibit 8 of Part II of the Plan. The party applying for a determination must send all other parties a copy of the application. Pending the determination of the Attorney General to grant or deny the application, Sponsor, Purchaser and the Escrow Agent shall abide by any interim directive issued by the Attorney General.

4.6 Sponsor and Purchaser hereby jointly direct the Escrow Agent as follows:

(a) if title to the Unit is transferred to Purchaser, the Deposit shall be paid to Sponsor, and any interest earned on the Deposit shall be paid to Purchaser; or

(b) if Purchaser becomes entitled to cancel this Agreement in accordance with the terms of this Agreement or the Plan, and actually cancels this Agreement as so provided, the Deposit and any interest earned on the Deposit shall be refunded in full.

4.7 Sponsor is required by law to submit a Form 1099 to the Internal Revenue Service reporting any interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Article or Article 8.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set herein for a closing for more than twelve months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances and title conditions set forth on Schedule A annexed hereto and made a part hereof. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in

Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board, prepared by Sponsor and substantially in the form set forth as Exhibit 2 in Part II of the Plan.

6.3 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board shall be returned to the Board (or as the Board shall direct).

6.4 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's recognition that Sponsor has fully satisfactorily performed those obligations stated in the Plan and/or this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law.

7. **State of Title.**

7.1 The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to (a) Royal Abstract of New York LLC (500 Fifth Avenue, New York, New York 10110; Attn.: Martin Kravet; (212) 376-0900); (b) Fidelity National Title Insurance Company of New York (2 Park Avenue, New York, New York 10016; Attn: Neil Clark; (212) 845-3103); (c) First American Title Insurance Company of New York (633 Third Avenue, New York, New York 10017; Attn: Michael Stoller or Steven Farber; (212) 922-9700), (d) Chicago Title Insurance Company, 711 Third Avenue, New York, New York 10017; Attn: Elliot Hurwitz (212) 880-1200 (or such other title or abstract company designated by Sponsor; the "Title Company"), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's

title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or the termination of this Agreement.

8. **Closing Adjustments.**

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in Section 6.16 of the By-Laws and in Part I of the Plan.

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The

"Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

8.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn only upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney of approximately $32.00 for each instrument plus $5.00 for each page (including the cover page), and will pay the filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed and power of attorney;

(b) a mortgage recording tax in the amount provided for by law, which on the date hereof is 2.05% of the principal amount of the mortgage for mortgages of less than $500,000 and 2.175% of the principal amount of the mortgage for mortgages equal to or greater than $500,000 (further, pursuant to law, the mortgagor receives a $30 deduction and the mortgagee pays .25%, and in each case, the amount payable to Sponsor under subparagraph (c) below is deducted);

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property);

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) deposits for Common Charges, real estate taxes, any assessments, water charges and sewer rents (if separately assessed), if required by Purchaser's lender; and

(f) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $1,875 to Kramer Levin Naftalis & Frankel LLP, Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed, power of attorney and transfer tax forms and for coordinating and attending the closing. For each issuance of a Storage Bin License, the Purchaser shall pay to Sponsor's Counsel the sum of $600 to reimburse Sponsor for a portion of its legal fees in connection with processing the issuance of such Storage Bin License. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice), the closing may be held elsewhere in New York City, provided that an additional travel fee is paid to Sponsor's Counsel equal to: (a) $600 if the closing is held elsewhere in Manhattan; and (b) $950 if the closing is held in a borough other than Manhattan. In addition: (i) if the closing is adjourned through no fault of Sponsor, the Purchaser will be required to pay to Sponsor's Counsel an additional fee of $600 for each adjournment to help defray the cost of preparing for and coordinating the new closing; (ii) $275 for the preparation of ACRIS transfer documents required by the City of New York; (iii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance, for preparation of an assignment agreement and; (iv) if Purchaser obtains mortgage financing, then Purchaser shall pay Sponsor's Counsel an additional fee of $750 to defray additional costs associated therewith. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser.

9.5 Purchaser shall make a contribution to the Working Capital Fund of the Condominium, payable to the Board, in an amount equal to one (1) months' Common Charges then in effect for each Unit pursuant to the Condominium budget and in accordance with Schedule A in the Plan, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. In addition, if Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall pay to the Board an amount equal to the Common Charges for such Unit for a period of two (2) years as security for the faithful observance by Purchaser of the terms, provisions and conditions of the By-Laws. In the event that Purchaser defaults in respect of the terms, provisions and conditions of the By-Laws, the Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which Purchaser is in default; and such Unit Owner shall, within thirty (30) days after notice from the Board, deposit with such Board the amount so applied or retained so that at the option of the Board, such Board shall have the full amount of said security on hand at all times. The provisions of the preceding sentence shall survive the closing of title.

9.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New

York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Section 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

9.8 Purchaser shall pay to Sponsor at Closing, on behalf of the Board, Purchaser's share of the cost of the Resident Manager's Apartment (as described in the Plan), such share being in the amount set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan, as the same may be amended.

9.9 In the event that a partial real estate tax exemption is granted, all Unit Owners will be required to reimburse Sponsor for all of Sponsor's costs in an amount not to exceed $200,000, in obtaining such exemption including, but not limited to, Sponsor's legal and consulting fees, application expenses and the cost of purchasing a sufficient number of 421-a eligibility certificates ("Certificates") from HPD by builders of qualifying low income housing who obtain Certificates from HPD and then sell them in an unregulated market to developers of qualifying multi-family housing. The price of Certificates varies according to their availability, cost of production, and market factors. Sponsor will endeavor to make the most cost-efficient purchase at the appropriate time, but cannot guarantee the final cost of purchasing Certificates.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, Condominium By-Laws, Residential By-laws and Rules and Regulations

contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. **Default by Purchaser**. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Article 8 or 9 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) the occurrence of any Events of Default under any other Agreement between Sponsor and Purchaser, or between Sponsor and any member or members of Purchaser's immediate family or between Sponsor and any parent, affiliate or subsidiary of Purchaser; or

(iv) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of the notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon cancel this Agreement. If Sponsor elects to cancel, this Agreement shall be deemed cancelled, and Sponsor, as its sole remedy, shall have the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the

possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy. The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SELLER NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. **Agreement Subject to Lien of Mortgage**. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. **Agreement Subject to Plan Being Effective**. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. **Sponsor's Inability to Convey the Unit**. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess

of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

16. **Fixtures, Appliances and Personal Property**. Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. **Construction**.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Plan in the Section entitled "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Prerequisites to Closing of Title" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit).

17.4 Sponsor has projected that, based upon currently anticipated schedules, construction of the Building will be sufficiently completed to permit closings of Units to begin in or about

December 2009. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor, Purchaser's rights as set forth in Plan in respect thereof being in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of are hereby expressly waived by Purchaser.

18. **Inspection of Unit**. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

19. **Damage to the Unit**. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

19.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and

discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

20. **No Representations**. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and [to be]* filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 20 shall survive the closing of title or the termination of this Agreement.

21. **Prohibition Against Advertising**. Purchaser hereby covenants and agrees that it shall not, prior to the closing of title hereunder, list the Unit for sale or resale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title or the termination of this Agreement.

22. **Broker**. Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than Selling Agent and _____. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent and the aforementioned broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than Selling Agent on account of any acts or dealings of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

23. **Agreement May Not Be Assigned.**

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by

---

* Omit after Floor Plans have been filed in City Register's office.

Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

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

23.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000 made payable to Kramer Levin Naftalis & Frankel LLP (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. **Binding Effect**. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Initial Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within thirty (30) days after the date hereof, this Agreement shall be deemed to have been rejected and the Initial Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's

employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

25. **Notices.**

25.1 Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement; and to Sponsor, addressed to Selling Agent at: The Marketing Directors, Inc., 750 Lexington Avenue, 18th Floor, New York, New York 10022 with a copy sent simultaneously and in like manner to Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attention: Jay A. Neveloff, Esq. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel (Kramer Levin Naftalis & Frankel LLP) as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

26. **Joint Purchasers**. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. **Liability of Sponsor**. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

28. **Further Assurances**. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **Severability**. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

30. **Strict Compliance**. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. **No Lien**. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated, and Purchaser may not record this Agreement or a memorandum thereof.

32. **Governing Law**. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. **Purchaser's Representations**.

33.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

33.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the

OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Article 3 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, any change in Purchaser's financial status or condition, nor any delay in or adjournment of the Closing, shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. Costs of Enforcing and Defending Agreement. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

37.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the

laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5 Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6 The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

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

38. **Entire Agreement**. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

39. **Certain References**. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

40. **Captions**. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

41. **Successors and Assigns**. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

42. **No Oral Changes**. This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

43. **Counterparts**. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page, although the failure to do so shall not invalidate the effectiveness of the facsimile signature.

44. **Rule of Construction**. There shall be no presumption against the drafter of this Agreement or the Plan.

45. **Section 1031 Exchange**. Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by paragraph 24 of this Agreement) may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

WATERSCAPE RESORT LLC

By:_____
Name:
Title:

PURCHASER(s):

By:_____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

PURCHASER(s):

By:_____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

Purchaser acknowledges receipt
of Offering Plan [and amendments]
on _____ __, 200__

Initials of Purchaser(s):

_____ _____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the Condominium By-Laws (and the Rules and Regulations made thereunder), the Residential By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Board and the Floor Plans, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or

premises abutting the Property, and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

16. Any Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

17. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

18. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

19. Any additional title exceptions noted in the Specimen Title Policy set forth in Part II of the Offering Plan.

20. Survey (the "Existing Survey") made by Joseph Nicoletti Associates, dated July 2, 2005.

21. Any state of facts which an update of the Existing Survey or any other accurate survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

22. All other covenants, restrictions and matters of record.

SCHEDULE B

INSPECTION STATEMENT

Waterscape Resort LLC
15 West 34th Street
New York, New York 10001

Re: Unit No._____
Cassa NY Condominium

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

Items	Initials	Exceptions if any
Windows, window frames		
Electric fixtures & globes		
Interior painted surfaces		
Sinks, tubs, bowls & shower doors & trim		
Kitchen cabinets & counter tops		
Vanity tops & base		
Medicine cabinets, doors & mirror		
Hardware		
Flooring		
Appliances		

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Purchaser's Signature

_____
Sponsor's Representative

RIDER TO PURCHASE AGREEMENT

RE: STORAGE LICENSE

This Rider is made as of _____, 2008 between Sponsor and Purchaser.

Re: Unit _____ ("Unit")
Cassa NY Condominium
66-70 West 45th
New York, New York 10036

1. LICENSE

1.1 Sponsor agrees to sell and grant, and Purchaser agrees to purchase the right to use Storage Bin #_____ for a purchase price of $_____. The Storage License to use the Storage Bin shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

1.2 Upon execution of this Rider, Purchaser has delivered a check to Sponsor (subject to collection) in the amount of $_____ representing the downpayment due in connection with the purchase of the Storage License (the "Storage Deposit").

1.3 Upon issuance of the Storage License, Purchaser shall pay to Sponsor the balance of the purchase price allocable to the Storage License in the amount of $_____.

1.4 Purchaser shall be responsible for the payment of transfer taxes or other taxes, if any, that are payable in connection with the issuance of the Storage License.

2. TEMPORARY CERTIFICATE OF OCCUPANCY

Purchaser may be required to consummate its purchase of the Storage License upon closing of title to the Unit even though a Temporary Certificate of Occupancy, as applicable for the Storage Bin has not been issued, and/or access may not be available for the area of the Building designated for such use.

3. DAMAGE TO THE STORAGE AREAS

If there is a fire or other casualty to the Storage Bins and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the closing of title with respect to the Unit only. In such event, any deposit therefore paid hereunder in respect of the Storage License shall be refunded to Purchaser.

4. CROSS DEFAULT

A default by Purchaser under this Rider shall constitute a default under the Purchase Agreement for the Unit and any other default by Purchaser under the Purchase Agreement for the Unit shall constitute a default under the Rider entitling Sponsor to those default remedies as more fully described in the Purchase Agreement and the Plan. Notwithstanding an earlier closing of title with

respect to the Unit, the provisions of the Purchase Agreement with respect to the delivery of the Storage License shall survive. If for any reason the closing of title with respect to the Unit does not occur, there shall be no issuance of the Storage License to the Purchaser and this Rider shall have no further force or effect except that to the extent the Purchaser is entitled to have its Deposit refunded, then the Purchaser shall also be refunded the Storage Deposit.

5. DEFINITIONS

All capitalized terms used in this rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

6. CONFLICTS

In the event of any inconsistency between the provisions of this rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

7. FULL FORCE & EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

PURCHASER(S)

_____
(signature)

_____
(signature)

SPONSOR:

WATERSCAPE RESORT LLC

By:_____
Name:
Title:

EXHIBIT 1A

FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (W-9)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT 1B

FORM OF CERTIFICATE OF FOREIGN STATUS (W-8BEN)

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for: — **Instead, use Form:**

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

2 The beneficial owner is not a U.S. person,

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ _____ Signature of beneficial owner (or individual authorized to sign for beneficial owner) — Date (MM-DD-YYYY) — Capacity in which acting

EXHIBIT 2

FORM OF UNIT OWNER'S POWER OF ATTORNEY

RESIDENTIAL UNIT OWNER'S POWER OF ATTORNEY

_____

to

THE RESIDENTIAL BOARD AND THE CONDOMINIUM BOARD OF CASSA NY CONDOMINIUM

CASSA NY CONDOMINIUM
66-70 W. 45th Street
New York, New York 10036
Unit No. _____

County: New York
Block: 1260
Lot: 68, 69, 169

Record and Return to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Cheryl Roth, Esq.

RESIDENTIAL UNIT OWNER'S POWER OF ATTORNEY

All terms used in this Residential Unit Owner's Power of Attorney that are used in that certain Declaration dated as of _____, 2008, by Waterscape Resort LLC pursuant to Article 9-B of the Real Property Law of the State of New York, establishing condominium ownership of the premises known as Cassa NY Condominium, New York, New York (hereinafter called the "**Condominium**"), which Declaration was recorded in the New York County Office of the Register of the City of New York (hereinafter called the "**Register's Office**") on _____, 200__, as CRFN _____ (as the same may have been amended, hereinafter called the "**Declaration**"), shall have the same meanings in this Residential Unit Owner's Power of Attorney as in the Declaration.

The undersigned: _____, having an office/residing at: _____, the owner of the condominium unit (hereinafter called the "**Unit**") known as Unit No. _____ at the Condominium, said Unit(s) being so designated and described in the Declaration and also designated as Tax Lot ____ in Block 1260 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Condominium certified by _____, Engineers, on _____, 2008, and filed with the Real Property Assessment Bureau of the City of New York on _____, 2008, as Condominium Plan No. _____ and also filed in the Register's Office on _____, 2008, as Condominium Plan No. _____, does/do hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute:

A. the Residential Board of the Condominium (the "**Residential Board**"), jointly true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Residential Board, or in the name of their designee (corporate or otherwise), but subject in all respects to the provisions of the Declaration, the Condominium By-Laws and the Residential By-Laws (collectively, the "**Condominium Documents**"), then in effect, to:

(i) acquire in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, title to any Residential Unit, together with its appurtenant Common Interest:

(a) in connection with the enforcement of the Residential Board's lien for unpaid Residential Common Charges;

(b) whose owner desires to surrender the same pursuant to Section 6.2.2 of the Residential By-Laws;

(c) that becomes the subject of a foreclosure or other similar sale; or

(d) for the use and occupancy of a superintendent;

on such terms, including, without limitation, price (with respect to subdivisions (c) or (d) above) as said attorneys-in-fact shall deem proper;

(ii) acquire or lease in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, any Residential Unit, together with its appurtenant Common Interest, from any Residential Unit Owner desiring to sell, convey, transfer, assign or lease the same, on such terms and conditions as said attorneys-in-fact shall deem proper;

(iii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Residential Unit so acquired or to sublease any Residential Unit so leased by them, without the necessity of any authorization by the Residential Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Residential Unit which the undersigned could do if personally present; and

(iv) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office:

(a) any declaration or other instrument affecting the Residential Section and/or the Condominium that the Residential Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Residential Section or the Condominium; or

(b) following due authorization by any affected Residential Unit Owner(s) to the extent required in the Declaration, the Condominium By-Laws or the Residential By-Laws, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, the Residential Section or any of the Common Elements, in each case that the Residential Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Residential Board shall constitute the acts of said attorneys-in-fact.

This Power of Attorney shall be irrevocable; and

B. the board of managers of the Condominium (the **"Condominium Board"**), jointly true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board, or in the name of their designee (corporate or otherwise), but subject in all respects to the provisions of the Condominium Documents then in effect, to:

(i) acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Commercial Unit, together with its appurtenant Common Interest:

(a) in connection with the enforcement of the Condominium Board's lien for unpaid General Common Charges;

(b) whose owner desires to surrender the same pursuant to Article 13 of the Condominium By-Laws; and

(c) that becomes the subject of a foreclosure or other similar sale;

on such terms, including, without limitation, price (with respect to subdivision (c) above) as said attorneys-in-fact shall deem proper;

(ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Commercial Unit so acquired or to sublease any Commercial Unit so leased by them, without the necessity of any authorization by the Unit

Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Commercial Unit which the undersigned could do if personally present;

(iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office:

(a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or

(b) following due authorization by or on behalf of any affected Unit Owner(s) or Residential Board(s), in each case to the extent required in the Condominium Documents then in effect, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, the Residential Sections or any of the Common Elements, in each case that the Condominium Board deems necessary or appropriate.

The acts of a Majority of the Condominium Board shall constitute the acts of said attorneys-in-fact.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned (has) (have) executed this Residential Unit Owner's Power of Attorney as of the ____ day of _____, 200__.

_____

_____

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

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF _____)
) **ss.:**
COUNTY OF _____)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____ and State of _____.

_____
Notary Public

CONDOMINIUM UNIT DEED

WATERSCAPE RESORT LLC

TO

_____

CASSA NY CONDOMINIUM

66-70 W. 45TH Street

New York, New York 10036

Unit _____

County:	New York
Block:	1260
Lots:	68, 69, 169

Record and Return to:

_____

_____

_____

_____

_____

CONDOMINIUM UNIT DEED

THIS INDENTURE is made the ___ day of _____, 200____ , by and between Waterscape Resort LLC, a Delaware limited liability company having an address at 15 West 34th Street, New York, New York 10001 (hereinafter called "**Grantor**") and _____, having an address at _____ (hereinafter called "**Grantee**").

WITNESSETH:

That Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, and the heirs or successors and assigns of Grantee, forever:

The Condominium Unit (hereinafter called the "**Unit**") in the building (hereinafter called the "**Building**") known as Cassa NY Condominium and by the street address 66-70 W. 45th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit ____ _____ in that certain Declaration, dated as of _____, 2008, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter called the "**Condominium Act**") establishing condominium ownership of the Building and the land (hereinafter called the "**Land**") upon which the Building is situate (which Land is more particularly described in Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County Office of the Register of The City of New York (the "**City Register's Office**") on _____, 2008, as CRFN _____ (which declaration, and any amendments thereto, are hereinafter collectively called the "**Declaration**"). The Unit is also designated as Tax Lot ___in Block 1260 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by _____ on _____, 2008, and filed with the Real Property Assessment Bureau of The City of New York on _____, 2008, as Condominium Plan No. ___ and also filed in the City Register's Office on _____, 2008, as Condominium Plan No. ___;

together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) of Cassa NY Condominium Residences;

together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

together with, and subject to, all of the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and By-Laws of Cassa NY Condominium, as each of the same may be amended from time to time (said By-Laws and any amendments thereto are hereinafter collectively called the "**Condominium By-Laws**"), and the Residential By-Laws (as defined in the Declaration) as the same may be amended from time to time (said By-Laws and any amendments thereto and hereinafter collectively called the "**Residential By-Laws**"), including, without limitation, the restrictions and other provisions with respect to the permitted uses of the Unit; all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; subject also to such other liens, agreements, covenants, easements, restrictions, consents, other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively called the "**Property**").

TO HAVE AND TO HOLD the same unto Grantee, and the heirs or successors and assigns of Grantee, forever.

If any provision of the Declaration or the Condominium By-Laws or Residential By-Laws is invalid under, or would cause the Declaration or the Condominium By-Laws or Residential 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 Condominium By-Laws and the Residential By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the Condominium By-Laws or the Residential By-Laws, or if the Declaration and the Condominium By-Laws and the Residential By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 18 of the Declaration shall control.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Offering Plan and the Purchase Agreement (each as defined in the Condominium By-Laws and the Residential By-Laws), and the Declaration and Condominium By-Laws and Residential By-Laws. This covenant is for the personal benefit of Grantee only and cannot be assigned to, exercised by, or inure to the benefit of any other person or entity, including, without limitation, any insurer of Grantee's title or successor to Grantee's interest.

In the event of a claimed breach of any covenant of Grantor contained in the preceding paragraph, Grantee shall first seek recovery against Grantee's title insurer before proceeding against Grantor for any breach of such covenants, it being agreed that the liability of Grantor shall be limited to the extent only that any loss or damage shall not be covered by such title insurance. In the event that Grantee shall elect not to purchase title insurance, then the liability of Grantor shall be limited to the extent only that any loss or damage would not have been covered by the title insurance that was available to Grantee as of the date of this conveyance. The terms of any marked-up title binder issued by any title insurer that is a member of the New York State Land Title Association, Inc. ("Title Company") in connection with any unit in the Building shall be conclusive evidence against Grantee of the title insurance coverage that was available to Grantee as of the date of this conveyance.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance, and will hold the right to receive such consideration, as a trust fund for the purpose of paying the cost of the improvements at the Property required to be made by Grantor and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

Grantee hereby accepts and ratifies the provisions of the Declaration and the Condominium By-Laws and the Residential By-Laws (and any Rules and Regulations adopted under such By-Laws) and agrees to comply with all the terms and provisions thereof, including, without limitation, all the terms and provisions with respect to the permitted uses of the Unit.

This conveyance is made in the regular course of business actually conducted by Grantor. The Unit is not subject to a credit line mortgage.

The term "**Grantee**" shall be read as "**Grantees**" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:

WATERSCAPE RESORT LLC

_____

By:

GRANTEE:

_____

(Purchaser's Signature)

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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A

SECTION 5, BLOCK 1260, LOTS 68, 69 & 169 ON THE TAX MAP OF NEW YORK COUNTY

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of West 45th Street, distant 120 feet Easterly from the Southeasterly corner of Sixth Avenue and 45th Street;

RUNNING THENCE Easterly and along the Southerly side of 45th Street, 60 feet;

THENCE Southerly and parallel with Sixth Avenue and for part of the way through a party wall, 100 feet 5 inches to the centre line of the block between 44th and 45th Streets;

THENCE Westerly along the centre line of the said block and parallel with the Southerly side of 45th Street, 60 feet;

THENCE Northerly and parallel with the Easterly side of Sixth Avenue, 100 feet 5 inches to the Northerly side of 45th Street at the point or place of BEGINNING, together with any strips and gores adjacent thereto.

EXHIBIT 4

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

THE FOLLOWING REPORT WAS PREPARED BY THE OFFICE OF CETRA/RUDDY INCORPORATED ON 19 AUGUST 2008

ARCHITECT/ INTERIOR DESIGNER:	John A. Cetra Architecture, P.C. Cetra/Ruddy Incorporated 584 Broadway, Room 401 New York, NY 10012
ADDRESS:	66-70 West 45th Street New York, NY 10036
	Block: 1260 Lot: 68 Zoning: C6-6 MID & C6-4.5 MID Map: 8d
STRUCTURAL ENGINEER:	Mr. Steve Desimone Desimone Consulting Engineers, PLLC 18 West 18th Street New York, NY 10011
MEP ENGINEER:	Mr. Bruce Jaffe MG Consulting Engineering 116 West 32nd Street New York, NY 10001

This Report was prepared for the Sponsor for inclusion in an offering plan for conversion of the property to condominium units. The Report is based on a description of the proposed work to be performed. It is understood that not all aspects of the physical condition of the Property can be ascertained from a visual inspection alone, and information provided by the Sponsor and/or his representatives.

This Report fairly describes the proposed improvements on the Property as of the date of this Report. This Report provides a general description of the Property, interior spaces, proposed improvements to the Property and mechanical equipment and a fair summary of their general condition, but is not intended to be a complete detailed list of every piece of equipment or of their condition.

The contents of this Report are correct to the best of my knowledge and belief. This Report and the conclusions stated herein are, however, limited to actual knowledge based upon visual inspection, undertaken with due diligence, of visible portions of the Property and information voluntarily supplied by the Sponsor. No representation is made, however, as to the truth, completeness or accuracy of this information.

This Report is not to be construed as a guarantee or warranty. It is not intended or prepared for the purpose of fixing a value to the Property or as an opinion as to the advisability or inadvisability of purchasing a unit in the condominium units being offered pursuant to the Sponsor's Offering Plan.

DESCRIPTION OF PROPERTY AND SPECIFICATIONS OR BUILDING CONDITIONS

A. LOCATION AND USE OF PROPERTY
B. STATUS OF CONSTRUCTION
C. SITE
D. UTILITIES
E. SUB-SOIL CONDITIONS
F. LANDSCAPING AND ENCLOSURES
G. BUILDING SIZE
H. STRUCTURAL SYSTEM
I. AUXILLARY FACILITIES
J. PLUMBING AND DRAINAGE
K. HEATING
L. GAS SUPPLY
M. AIR CONDITIONING
N. VENTILATION
O. ELECTRICAL SYSTEM
P. INTERCOMMUNICATIONS AND/OR DOOR SIGNAL SYSTEMS, SECURITY CLOSED CIRCUIT TV
Q. PUBLIC AREA LIGHTING
R. GARAGES AND PARKING AREA
S. SWIMMING POOL(S)
T. TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES
U. PERMITS AND CERTIFICATES
V. VIOLATIONS
W. UNIT INFORMATION
X. FINISH SCHEDULE OF SPACES OTHER THAN UNITS
Y. SAFETY AND WARNING DEVICES
Z. ADDITIONAL INFORMATION REQUIRED

A. LOCATION AND USE OF PROPERTY

The property is located in Manhattan, on an interior lot in the block bounded by 44th Street to the South, 45th Street to the North, 5th Avenue to the East, and 6th Avenue to the West. The site is vacant. The property and proposed use will comply with all zoning and use requirements.

1. Address: 66-70 West 45th Street, New York, New York 10036
2. Block and lot number: Block: 1260; Lot: 68.
3. Zoning: the property lies within a C6-6 MID & C6-4.5 MID zone as shown on Map 8d of the Zoning Resolution of the City of New York.
4. Permissible use: Use Groups 1 – 6, 9 – 11. Proposed use is for a Class A, fireproof, Multiple Dwelling (Use Group 2); Transient Occupancy (Use Group 5); and Commercial (Use Group 6). All uses permitted as-of-right in C6-6 MID & C6-4.5 MID districts.
5. Building Composition: Building (the "Building") will be comprised of Residential Section from Floors 25 to 45 (the "Residential Section"), Hotel Unit 1 (Floors 2 to 5), Hotel Unit 2 (Floors 9 to 24), and Commercial Unit 3 (which shall initially be used as a Restaurant).The Lobby on the Ground Floor will provide access through a common entrance for the Residential Section, Hotel Unit 1 and Hotel Unit 2 and the Rear Yard. The Rear Yard on the first floor which shall be part of Commercial Unit 3. Floors 6 and 7 will house the building's mechanical equipment. Floor 8; north side- will include a Residential Lounge and terrace; south side- will include a Hotel Unit 1 and 2 Amenity and terrace. For purposes of this document, Hotel Unit 1, Hotel Unit 2 and the Commercial Unit 3 shall be collectively referred to as the Commercial Units ("Commercial Units"). Hotel Unit 1 and Hotel Unit 2 will initially be operated as a single Hotel.

B. STATUS OF CONSTRUCTION

1. Year built: The Building is presently under construction and it is anticipated that the Condominium Portion will be substantially completed on or about May 2009 unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or elements or any other cause over which the Sponsor has no control.
2. Class of construction: The Building will be classified as Construction Class 1-C (Non-Combustible) and will conform to all applicable regulations of the Building Code of the City of New York ("Building Code"), and Local Law 58 (Handicapped Access Law).
3. Certificate of Occupancy: The Sponsor shall construct the Building and shall obtain a temporary or permanent "Class A" Residential Certificate of Occupancy which shall cover each Unit prior to the Closing of title to such Unit. In the event that a permanent Certificate of Occupancy has not been obtained by such Closing, Sponsor is subsequently obligated to obtain same. Pursuant to the policies of the New York City Department of Buildings, a temporary Certificate of Occupancy for a multiple dwelling may be issued for 90 day periods, renewable up to at least two (2) years from initial issuance. Sponsor expects that the Building will be completed in all respects necessary for the issuance of a

permanent Certificate of Occupancy within such two (2) year period, barring force majeure or other reasons beyond Sponsor's control.

4. Alteration permit numbers and description of work done: The Plans were filed and approved under Application Number 104579038 with the Department of Buildings. Permit Number 104579038 has been issued for the Construction of this Project from the Department of Buildings. A new 45-story plus Cellar and 2 Sub-Cellar building will be built
5. Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report Sponsor reserves the right to substitute in their place similar materials, appliances, equipment and/or fixtures of equal or better quality.

C. SITE

1. Size: approximately 13,876 SF
2. Number of Buildings and Use: the existing building structures on the site have been demolished. A new 45-story plus Cellar and 2 Sub-Cellar building ("the building") will be built.
3. Streets owned or maintained by the project: None
4. Drives, Sidewalks and Ramps
   i. Paving: The condition of the existing asphalt street is acceptable. The concrete sidewalk condition is acceptable. Concrete sidewalks will be replaced with new concrete along the 45th Street frontage of the site in accordance with the requirements of the New York City Department of Transportation.
   ii. Curbing: The granite curb condition is good. Curbs will be replaced along the 45th Street frontage of the site with granite curbs in accordance with the requirements of the New York City Department of Transportation.
   iii. Catch Basins, drainage: none.
   iv. Street Lighting: there is one existing street light on 45th Street to be maintained by NYC Department of Highway Traffic and Lighting.
   v. These items are in conformity with New York City building codes.

D. UTILITIES

1. Water: Potable water shall be supplied from the New York City public water system via a new water service from West 45th Street. The service is metered at the point of entry with a single Master City Meter. Fire Protection Systems shall be supplied from the New York City public water system via two (2) fire services from West 45th Street. Water service provided to the Building (Residential Section, Commercial Units and in the General Common Element of the Building) will be levied on the basis of Master City Meter. Residential Unit Owners shall pay for the water as a Residential Section common expense. Water to the Commercial Units will be individually sub-metered, and the respective costs will be borne by the Commercial Unit Owners.
2. Sewer: New combined building sewers exit the building into the NYC DEP combined storm/sewer system on West 45th Street. Sewer service from the Building (including the Residential Section, Commercial Units and in the General Common Elements of the Building) will be levied on the basis of Master City

Meter. Residential Unit owners shall pay for this as a Residential Section common expense. Commercial Units shall be individually metered.

3. Natural Gas: Gas service shall be supplied via a new Con Edison gas main entering the building from 45th Street. Any gas consumed by the Residential Section for cooking shall be metered by a single Con Edison meter and borne by the Residential Unit Owners as a common expense. Any gas consumed for domestic hot water shall be metered by a single Con Edison meter and borne by the Residential Unit Owners and as a Residential Section common expense. Any gas consumed for domestic hot water by the Residential Section shall be metered by a single Con Edison meter and borne by the Residential Unit Owners as a Residential Section common expense. Any gas consumed for domestic hot water by Hotel Unit 1 and 2 shall be metered by a single Con Edison meter and allocated to Hotel Unit 1 and 2 as a common expense. Any gas consumed by the Residential Section for heating (to the boilers and rooftop heating ventilation units) shall be metered by a single Con Edison meter and borne by the Residential Unit Owners as a Residential Section common expense. Any gas consumed for heating (to the boilers and rooftop heating ventilation units) shall be metered by a single Con Edison meter and borne by the Commercial Units and Residential Section as a common expense. Any gas consumed by Commercial Unit 3 for domestic hot water and cooking shall be metered by a single Con Edison meter and borne by the Commercial Unit 3.
4. Electric: A new electrical service is requested to be supplied by Con Edison from 45th Street. The service shall be rated at 4000A, 120/208V, 3 phase, 4 wire. The electricity consumed by each individual Residential units shall be individually metered directly by Con Edison. The electricity consumed by each of the Commercial units shall be metered individually by Con Edison. The electricity consumed for the common areas and central systems serving the Building shall be separately metered by Con Edison as a common expense.
5. Telephone: Verizon shall install and maintain telephone service entering the building underground at West 45th Street. Every Unit Owner will be required to pay their associated telephone charges and initial charges for activating individual outlets in the Unit. The telephone charges with respect to connecting all unit owners to the concierge's desk and resident manager's office, etc.) will be borne by all Unit Owners as a common expense.

E. SUB-SOIL CONDITIONS

1. The building's foundation is reinforced concrete spread footings with reinforced concrete foundation walls and a slab on grade.
2. The footing bears on the NYC Building Code Class 2-65 rock.
3. There is no evidence of moisture based on borings.
5. The site is bounded by paved streets; mud slides, danger of flooding and erosion possibilities are unlikely.

F. LANDSCAPING AND ENCLOSURES

1. Grass Cover: None.
2. Plantings: None.

3. Trees: None.
4. Fencing: None.
5. Gates: None.
6. Garden Walls: Concrete.
7. Retaining Walls: None.
8. Display pools and Fountains: None.

G. BUILDING SIZE

1. Total height: the building's height from sidewalk to the top of the roof slab is approximately 457'-6" to the 45th floor roof. The highest structure is the top of the enclosure around the elevator machine room at an approximate height of 23'-6" above the finished 45th floor roof.
2. Crawl Space: None
3. Sub-cellars: Cellar 3 varies in elevation but is approximately 10'-10" below Cellar 2. Cellar 2 varies in elevation but is approximately 10'-10" below Cellar 1. Cellar: Cellar 1 varies in elevation but is approximately 13'-3" below the first floor.
4. Number of Floors: there are 45 floors plus 2 Sub-Cellars and 1 Cellar that are legally useable in the building.
5. Equipment Rooms: Primary building mechanical rooms are located in Cellar 2, 6th, 7th & 45th floors, and on the Roof.
6. Parapet heights are as required by NYC building code

H. STRUCTURAL SYSTEM

The superstructure of the building is reinforced concrete. Reinforced concrete shear walls provide wind and seismic stabilization for the structure. Foundations are cast-in-place concrete walls on spread footings.

1. Exterior of Building
   i. Walls: the exterior wall is a curtain wall consisting of a pre-engineered metal stud panel system with a composite metal panel face. The north face, floors 2 – 7 has a stainless steel mesh system on a steel armature. The exterior walls have a minimum insulating value of R-13. Local Law # 11/98 requires that all facades of a building must be inspected for stability. This being a new building it must be examined 5 years after the completion of construction.
   ii. Windows: aluminum frame, thermally broken windows by Moduline, or equal or better, are set into pre-engineered panel system. Operable sashes are casement type operation by a latching, rotary handle, in-swinging; no window screens; no window guards, but limiters to prevent the window from being opened more than 4"; and no storm sash. All windows will have 1" sound attenuating insulated glass There are lot line windows in the following Residential Section units: East Lot Line- 25B-32B, 25C-32C, 33A-36A, 33B-36B, 37A-41A, 37B-41B, 42A-44A; West Lot Line- 25A-32A, 25D-32D, 33A-36A, 33C-36C, 37A-41A, 37B-41B, 42A-44A. All lot line windows are more than 30' above adjacent buildings and do not require any fire protection, therefore sprinkler heads are not provided inside lot line windows. Windows in any Residential Units that are less than a certain distance from the lot lines of the Property, may have to be closed if an adjacent building is hereafter

altered, or if a new building is hereafter erected on the site of such building. The windows which may have to be closed are indicated on the Floor Plans. In the event any of such lot line windows must be reduced in size or closed, the owner of the affected Unit shall solely bear the costs relating to such closure, which, as of the date hereof, Sponsor estimates to be $2,500 per window.

iii. Landmark Status: The building is not a designated landmark nor in a landmark district.

2. Parapets and copings: Parapets are concrete masonry units, tied to the concrete slab with reinforcing bars, achieving a height of 3'-6" above the finished roof surface. The exterior is faced with various wall systems and the inside is faced with waterproofing. The copings are aluminum.
3. Chimneys and caps: None.
4. Balconies and terraces: balconies- none; roof terraces that are formed by the setbacks and are supported on the superstructure at the 1st Floor Rear Yard and 8th Floor Residential Section on the North side & Hotel Unit 1 and 2 on the South side.
   i. Deck Finish: concrete pavers mounted on pedestals.
   ii. Balustrade: None.
   iii. Railings: Stainless Steel or aluminum.
   iv. Copings: None.
   v. Soffits: None.
   vi. Doors to balconies and terraces: no balcony doors. Terrace doors are glass swing doors.
5. Exterior Entrances: The primary entrance to the Building is through a Lobby entered from 45th street, which provides shared access for the Residential Section. Hotel Unit 1 Hotel Unit 2 and Rear Yard. There is a service entrance and means of egress for the building to 45th Street. There are two egress doors from two egress stairs to 45th Street. There is a separate entrance for the restaurant space on 45th Street. There is an entrance from the Lobby to the Garden.
   i. Exterior doors and frames: primary entrance is a revolving steel or aluminum frame glass door. Secondary entrance door, Commercial Unit 3 entrance and Garden entrance are all glass swing doors. Service entrance and stair egress doors are hollow metal.
   ii. Vestibule doors and frames: None.
   iii. Exterior stairs: None.
   iv. Railings: None.
   v. Mailboxes: None. Concierge will distribute mail to Residential Unit owners.
   vi. Lighting- lighting at the primary residential entrance is overhead lights in the soffit.
6. Service entrances:
   i. Doors and frames: see F. 5. above.
   ii. Gates: none
   iii. Exterior stairs: none
   iv. Railings: none
7. Roof and Roof Structures
   i. Type roofs for all areas:
      a. Material: 2-ply modified bitumen membrane, hot applied or hot rubberized asphalt.

b. Insulation: rigid foam board insulated, minimum insulating value R-19.
c. Surface finish to have roof pavers at 1st floor Garden and 8th floor terraces and granulated cap sheet on all other areas.
d. Bond or guarantee: 2 year installer's guarantee and 15 year manufacturer's guarantee, in accordance with the manufacturer's requirements for installation.
e. Flashing materials: lead coated copper or product of equal or better quality.

ii. Drains:
a. Location, material, and type: there are cast iron roof drains on the main roof, high roof, and under the pavers at the 1st floor Rear Yard and 8th floor terraces.
b. Gutters and leaders: storm water shall be collected to a series of cast iron no-hub pipe leaders, which are located within the building.

iii. Skylights: None.

iv. Bulkheads:
a. Stairs: bulkhead roof over Stairs '1' & '2' constructed as per item (H)(1)(i), 'Walls', above.
b. Elevator: elevator machine room, constructed as per item (H)(1)(i), 'Walls', above.
c. Other: mechanical rooms on the roof, constructed as per item (H)(1)(i), 'Walls', above.

v. Metal work at roof levels:
a. Exterior, metal stairs: one open riser steel stair with pipe railing to the elevator machine room level.
b. Vertical ladders: there is a steel, ships ladder to the elevator machine room roof.
c. Railings: None.
d. Hatches to roof: none.
e. Other: decorative metal screen surrounding mechanical equipment on the roof.

vi. Rooftop facilities: Floor 8; north side- will include a Residential Lounge space and terrace; south side- will include a Hotel Unit 1 and 2 Amenity and terrace..

8. Fire Escapes: None
9. Yard and Courts: in the 1st floor rear yard, which is approximately 26'-5" deep.
i. Paving: See Section (H)(7)(i).
ii. Drainage: See Section (H)(7)(ii).
iii. Railings: None.
iv. Stairs: None.
v. Fencing: None.
vi. Walls: either building walls or concrete retaining wall faced with cement stucco or precast concrete panels.
10. Interior Stairs
i. Number of stairs of each type: there are two non-combustible scissor stairs specified for general egress.
a. Stair '1'- from Cellar 3 to the roof of the building.
b. Stair '2'- from Cellar 3 to the roof of the building.
c. Restaurant stair from Cellar 1 to 1st Floor.

ii. Enclosure: Egress- the stairs are enclosed in gypsum wallboard construction or equal offering two-hour fire protection as required. They are painted on the interior. Restaurant- none
iii. Stair construction: Egress- concrete.
iv. Stringers: Egress- concrete.
v. Treads: Egress- concrete.
vi. Risers: Egress- concrete.
vii. Guard rails: Egress- steel, primed and painted pipe rail, 1-1/2" diameter, continuous on one side of the stair.
viii. Balustrades: Egress- None.

11. Interior Doors and Frames
i. Unit entrance and interior doors and frames: unit entrance- hollow metal doors and frames, non-combustible, 'B' Label, 1-1/2 hour rated F.P.S.C. with hardware as required by the Multiple Dwelling Law. Residential Section, Hotel Unit 1 and Hotel Unit 2 interior doors- solid core wood doors with hollow metal frames, which are not required to be rated.
ii. Corridor doors and frames: hollow metal doors and frames, non-combustible, fire ratings as required by Code.
iii. Stair hall doors and frames: hollow metal doors and frames, non-combustible, 'B' Label, 1-1/2 hour rated F.P.S.C., and will meet the requirements of the Building Code.
iv. Roof doors, basement doors and frames: hollow metal doors and frames, non-combustible, fire ratings as required by Building Code.

12. Elevators
i. Number of Elevators: two (2) handicap accessible passenger elevators serving the Residential Section and Hotel Unit 2 as per (H)(12)(v); two (2) handicap accessible passenger elevators serving Hotel Unit 1 as per (H)(12)(v); one (1) service elevator serving the Cellar and Sub-cellars as per (H)(12)(v).
ii. Manufacturer, age and capacity: Manufactured by Otis or equal; New; Passenger- 2,500 pound capacity, 16 people; Service- 3,500 pound capacity, 23 people.
iii. Type of operation: The elevators are automatic self-service elevators. Passenger elevators- Residential Section and Hotel Unit 2- 1,000 fpm; Hotel Unit 1- 350 fpm; Service- 125 fpm.
iv. Automatic: push button controlled, card key operated.
v. Floors served: Residential Section and Hotel Unit 2 passenger elevators- (1)- C2, 1, & 9-44; (1)- C2, 1, & 6–45; Hotel Unit 2 passenger elevators- one (1)- C2, 1-5, & 8; (1)- C2, C1, & 1-8 ; Service- C3-C1, & 1.
vi. Type: Passenger- Residential Section and Hotel Unit 2- gearless traction; Hotel Unit 1- gearless, machine-room-less; Service- Hydrauiic.
vii. Doors: Residential Section, Hotel Unit 1 and Hotel Unit 2- automatic one-speed center opening, horizontal sliding; Service- automatic one-speed side opening, horizontal sliding.
viii. Location of machine rooms: Passenger – Residential Section and Hotel Unit 2- roof over the shaft; Hotel Unit 1- adjacent to hoistway on Floor 9; Service- adjacent to hoistway in Cellar 3.
ix. DC motor: none

x. AC motor- variable voltage variable frequency motor drives: 208 volts, 3 phase, 60Hz, manufactured by Otis or equal.
xi. Other: none

13. Elevator Cabs
i. Kind: new elevator cabs are to be manufactured by Otis or selected vendor.
ii. Floor: stone tile and /or carpeting.
iii. Walls: wood, glass or metal finish panels.
iv. Ceiling: floating metal, glass or wood panel.
v. Lighting: incandescent.
vi. Alarm, safety system: the elevator is equipped with all necessary alarm and safety features to meet Local Law #5, firemen's service code, including emergency recall, pushbutton alarm, emergency stop, and hand's free emergency telephone.

I. AUXILIARY FACILITIES

1. Laundry Room:
i. Location: All Residential Section Units are provided with a waste/water unit hook-up, in a designated closet. Building does not contain a Laundry Room for general use.
ii. Clothes washer: Electric and water connections for washer hook-ups will be provided within each Unit. However, washers will not be provided by the Sponsor.
iii. Clothes dryer: Electric and water connections for dryer hook-ups will be provided within each Unit. However, dryers will not be provided by the Sponsor. Dryers purchased by Unit Owners must be ventless, since exhaust ducts will not be installed.
iv. Room ventilation: none required and none provided- see above.
v. Dryer ventilation: none required and none provided- see above.

2. Refuse Disposal
Refuse disposal for Residential Section will be via trash chute with pick-up by New York City Department of Sanitation.
i. Incinerator: none.
ii. Compactor: Residential Section- extruder compactor by RAM Compactors, Model: "Hivolex-J", 12 cubic yards per hour operating capacity, or approved equal. There is a trash chute serving the Residential Section down to the refuse room in Cellar 2.
iii. Approvals: part of the overall building permit to be issued by the NYC Department of Buildings.
iv. Initial storage: Residential Section- refuse room in Cellar 2. This room is exhausted for odor control as per NYC code. The room is also air-conditioned but not refrigerated. Then taken directly to curb on designated pick-up days.
v. Pick-up schedule: Residential Section- Public pick-up of the refuse is weekly at the curbside or as determined by the New York City Department of Sanitation.

J. PLUMBING AND DRAINAGE

1. Water supply: Domestic water shall be provided via a new domestic service from the New York City public water system. The water pressure is to be boosted by means of a new automatic duplex constant pressure booster system located in Cellar Level 2. The new booster system shall contain duplex pumps, a pneumatic pressure tank and automatic pressure controls to maintain water pressure within code required limits. The domestic water service will be provided with a meter and backflow prevention. Domestic water shall be distributed throughout the building via new mains, branches and risers. Domestic water above ground shall be hard copper tubing. All plumbing fixtures are low-flow water conserving.
2. Fire Protection System.
   i. Standpipes: The building shall be provided with a new combination standpipe/sprinkler system; with a New York City approved hose valve connection to a new automatic fire pump and a additional manual fire pump located in Cellar Level 2 Fire Pump Room. The fire protection system is via two (2) new fire service with a backflow preventer from the existing West 45th Street water main. The building will be fully sprinklered in accordance with New York City Building Code and NFPA 13/1989.
   ii. Hose racks, hoses and nozzles: New hose valves shall be provided on each floor. Hoses with New York City approved nozzles shall be stored in a locked cabinet in the building lobby as per NYC Code for J-2 occupancies.
   iii. Sprinkler heads: Sprinklers supplied from the combination fire standpipe sprinkler risers will be provided with a new floor control valve with a tamper switch, water flow alarm and inspectors test rig at each floor. Standard pendant heads connected to the sprinkler system shall be provided in the trash compactor room and within the trash chute as required by New York City Building Code. Residential type sprinkler heads shall be provided in the apartments as per NYC Code for J-2 occupancies. No sprinkler heads are required at lot line windows as per H. 1. ii. Above.
   iv. Siamese connection: A combination standpipe/sprinkler Siamese connection is located at West 45th Street.
3. Water storage tank(s) and enclosures: A new 10,000 gallon fire reserve house tank will be provided located on the 45th floor. The tank material shall be steel. Access to the water storage tank shall be via a ladder on the side of the tank. The tank is within fully enclosed and heated space and requires no further protection from freezing.
4. Water pressure and how maintained: to provide a minimum of approximately 30 psi at all fixtures- duplex constant-pressure booster system will be located at the cellar.
5. Sanitary sewage system: Sanitary water shall be collected by means of a series of no-hub cast iron sanitary and vent stacks with duplex ejector pumps located Cellar Level 2 for the sub-gravity system.
   i. Sewage piping: no-hub cast iron above ground and hub and spigot below grade.
   ii. Sewage pumps: Duplex ejector pumps.
   iii. Sewage disposal: combined house sewer exiting to 45th Street. Sewage treatment shall be accomplished by the local municipality.

6. Permit(s) required: Sewer and water connection applications have been filed with the NYC Department of Environmental Protection. Permits to be obtained by plumbing and sprinkler contractors.
7. Storm drainage system: Storm water shall be collected by means of a series of roof-mounted drains and cast iron hub and spigot piping system, which is located in the building interior, and discharged, into the new 8" combined sanitary/storm water system exiting to West 45th Street.
   i. Catch basins: none
   ii. Garden and Roof drains: garden drains- none; terrace and roof drains are cast iron body type.
   iii. Piping: no-hub cast iron above ground and hub and spigot below grade.
   iv. Sump pumps: Duplex sump pumps will be located in the sub-cellar for underslab piping from drains.
   v. Elevator sump pumps: single sump pump located in the elevator sump pit.

K. HEATING

1. Heating: domestic hot water shall be provided by duplex gas-fired heaters for each zone. The primary form of heating for the Hotel Unit 1 and Hotel Unit 2 and Residential Section shall be water-source heat pump units. The heat pump units absorb heat from a heat pump water loop. Heat shall be added to the heat pump water loop via gas fired hot water boilers located in the mechanical equipment room at the roof. Boiler mounted hot water circulating pumps will inject hot water in the heat pump water loop to maintain temperature during heating operation. All residential bathrooms will have electric wall heaters rather than electric radiant floor heaters. Common elements above the first floor will be heated with electric resistance type heaters, fan forced hot water unit heaters or cabinet heaters as required. Common elements below the first floor such as Service Entry and Egress corridors are to will be heated via hot water cabinet type heater as required. Hot water servicing this equipment will be from hot water boilers and pumping equipment located in the 7th floor mechanical room. Public stair bulkhead and other miscellaneous common areas requiring heat during the winter season will be heated with electric resistance heaters. The heating system shall be capable of maintaining space temperatures of approximately 68 degrees when the outdoor temperatures are not less than 15 degrees. The system is designed to meet the New York City and New York State Energy Codes.
2. Number of boilers and description: Hotel Unit 1 and Hotel Unit 2 will be served by two boilers located on the 7th floor. The Residential Section will be served by two boilers located in the 45th floor mechanical room.
3. Manufacturer and age of boilers: Hotel Unit 1 and Hotel Unit 2 boilers are manufactured by LAARS or approved equal. Model RHEOS 2400. The Residential Section boilers are manufactured by LAARS or approved equal. Model No. PENNANT 2000.
   a. Manufacturer and age of burners: The burners will be new and manufactured by the respective boiler manufacturers as listed above.
   b. Type of controls: boilers will be provided with an automatic control system that will control discharge water temperature from the boilers.

c. Radiators, piping, insulation, valves, pumps: See Item K.1. Insulation-R-9, above roof R-19
d. Fuel: Natural Gas, only. Provided by Con Edison.
e. Location of oil tank: not applicable.
f. Capacity of oil tank: not applicable.

L. GAS SUPPLY

1. Type: gas service is provided for cooking ranges, heaters and retail.
2. Meters: There will be one (1) common meter for Residential Section gas cooking ranges. There will be one (1) common meter for Residential Section and one (1) common meter for Hotel Unit 1 and Hotel Unit 2 for domestic hot water. There will be one (1) meter for Commercial Unit 3 hot water and cooking. There will be one (1) common meter for Residential Section building heating via the boilers and rooftop units. There will be one (1) common meter for Hotel Unit 1 and Hotel Unit 2 building heating via the boilers and rooftop units.
3. Piping: black steel pipe.

M. AIR CONDITIONING

The primary form of cooling in the Hotel Unit 1 and Hotel Unit 2 and Residential Section shall be via water-source heat pump units rejecting heat to a heat pump water loop. Separate HVAC units will provide air conditioning for the Lobby. These HVAC units will also be water-source heat pump units served from the same system. Miscellaneous areas such as the elevator machine rooms, telephone rooms, etc. will be served by separate HVAC units where specified by the sponsors engineer. Cooling and heating of Residential Section Corridors and ventilation will be provided by a combination of roof top packaged air cooled air conditioning units with gas fired heating coils and water-source heat pump units with hot water heating coils. The air conditioning system is designed to meet all requirements of the New York State Energy Code. Design conditions are based on the New York State Energy Code.

1. Type of System: The Hotel Unit 1 and Hotel Unit 2 and the Residential Section will be served by a water source heat pump system.
2. Central system: Hotel Unit 1 and Hotel Unit 2 and the Residential Section will be served as follows. One cooling tower pump shall circulate water through the cooling tower side of the heat exchanger. One heat pump water loop pump with standby pump for backup shall circulate water through the heat pump water loop side of the heat exchanger. There will be a common standby pump for backup for both. Isolation valves in the common piping arrangement will enable backup of the respective pump service. The condenser water pump sizing will be based on the peak "bulk" cooling load for the Residential Section portion of the Building, calculated in accordance with ASHRAE Guide recommendations and the New York State Energy Code. Pumps are manufactured by PACO, model 5012-3LF, 800 GPM.
3. Cooling towers, condensers: Hotel Unit 1 and Hotel Unit 2 and the Residential Section will have a dedicated cooling tower on the roof. The cooling tower shall be similar to EVAPCO Model AT-19-712.

4. Individual units: Individual units are designed to meet all requirements of New York State Energy Code. Cooling capacities are based on ASHRAE and ARI. Hotel Unit 1 and Hotel Unit 2 and the Residential Section will be provided with water source, electrically driven heat pump units of capacities shown on plans. Numbers of units of each type, high rise or ceiling mounted unit as shown on plans; EER ratings and amperage as indicated on table below meeting or exceeding requirements of New York State Energy Code dated 2003. Units were sized for the estimated individual peak cooling-heating requirements of each residential unit. Thermostats are programmable electronic wall mounted type, to control each individual unit corresponding heating or cooling as required. Units are as follows:

Symbol	Manufacturer and Model Number	CFM *	GPM *	Total Capacity MBH Cooling*	Total Capacity MBH Heating*	Amps *	Efficiency *
A	Climate Master VHS-10 or equal	320	1.5	7.8	11.3	5.0	11.6
B	Climate Master VHS-15 or equal	410	2.0	10.9	14.7	6.4	12.3
C	Climate Master VHS-20 or equal	680	3.0	16.6	22.9	9.6	12.0
D	Climate Master GCH-09 or equal	325	1.5	8.2	10.8	4.7	12.7
E	Climate Master GCH-012 or equal	400	2.0	10.9	14.8	6.1	12.7

* Please note all figures are approximate

N. VENTILATION

Hotel Unit 2 and Residential Section Bathrooms will be mechanically vented per NYC Building Code. Hotel unit 1 and Commercial Unit 3 bathrooms will be mechanically vented Per NYC Building Code. Kitchens in the residential section will be ventilated by natural ventilation via operable windows. Where required, mechanical exhaust shall be provided where natural ventilation can not be achieved. Typical Residential Section floor corridors are provided with conditioned air as required by NYC code. Electro/mechanical equipment and storage areas will be ventilated as required to protect equipment or as generally dictated by applicable health or life safety codes.

O. ELECTRICAL SYSTEM

1. Service from main service switchgear: The new electrical service shall be energized by Con Edison and rated at 120/208 volts, 3 phase, 4 wire and will consist of various service switches: including switching for the house load, Residential Section loads, Hotel Units, Commercial Unit 3, and Fire pumps. The service will enter the building underground from 45th Street. All new distribution equipment shall be installed with the intention of a new service entrance point.

2. Service to individual Residential units: Each residential unit will receive its own load center panel. The load center panel will be sized to accommodate modern usage, to include, but not limited to lighting, receptacles and kitchen appliances. Residential unit feeders vary in size as required by load and voltage drop.
3. Service to Hotel Unit 1 and Hotel Unit 2: All Hotel units will be energized from panels dedicated to the floor. Panels on each hotel floor will be provided to support the load. Panel will be sized to accommodate modern usage, to include, but not limited to lighting, receptacles and appliances.
4. Compartment Switchgear: Hotel Units are metered directly in a 2000 Amp service switch at Cellar Level 2. Commercial Unit 3 is metered directly in a 400 Amp service switch at Cellar Level 2.
5. Service to Commercial Unit 3: Commercial Unit 3 space will receive its own panels. The panels will be sized to accommodate gas cooking kitchen.
6. Service Adequacy:
   i. Service: The capacity of the electric panel for each occupancy in accordance with the New York City Electrical Code will be in various sizes. The typical Residential Section unit shall have approximately 24 to 36 circuits, including heat pump/air conditioning, supplemental heating, appliance circuits and general lighting circuits as required. The typical Commercial Units panels will be sized to accommodate 42 circuits.
   ii. Lighting and fixtures: each space shall have an entry light, corridor lights as required.
   iii. Convenience outlets, appliance outlets: convenience outlets in each occupancy as required by NYC Electrical Code.
7. Emergency generator: Interior 600KW generator will be provided to support emergency systems as required by NYC Building code, heat tracing system and Domestic Water pumps.

P. INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS, SECURITY CLOSED CIRCUIT TV

Each Residential Section Unit can connect to the concierge desk through the telephone system. There will be an intercom system linking the service entry areas with the concierge desk. Telephone services will be distributed throughout the building in risers and sleeves. Each Residential Section Unit will receive telephone service to a closet within the unit. Closed circuit television cameras will monitor selected areas with viewing monitors at the concierge desk. The cameras will be designed to cover the immediate area within view of the cameras and will not necessarily cover all of the areas involved. Wiring will be installed in each Residential Section Unit to enable the Occupant to obtain telephone and cable television service at the Occupant's expense. The building will not be equipped with a master television antenna system.

Q. PUBLIC AREA LIGHTING

The primary entrance to the building at grade has overhead lights; the lobby has ceiling light fixtures; the egress stair has one fluorescent light fixture at each landing and intermediate platform; and Cellar spaces have surface and pendant mounted

lighting. All lighting levels meet the requirements of the NYC Building Code and Multiple Dwelling Law and are wired to the building house meter.

R. GARAGES AND PARKING AREAS

None

S. SWIMMING POOL(S)

None

T. TENNIS COURTS, PLAYGROUND AND RECREATION FACILITIES

1. Tennis Courts: None Provided
2. Playground: None Provided
3. Recreation Facilities: A Fitness Center is located on Cellar Level 2 and is part of Hotel Unit 1 and Hotel Unit 2 . The space is finished with a rubber tile floor and painted Gypsum wallboard walls and ceilings. The Rear Yard on the first floor is part of Commercial Unit 3. Floor 8; north side- will include a Residential Lounge space and terrace; south side- will include a Hotel Unit 1 and Hotel Unit 2 Amenity and terrace.
4. Fitness Center Equipment

No. of Units	Equipment	Manufacturer/Model	
2	Treadmill	Life Fitness, Model 95TE	Or units of equivalent size and quality, or better.
1	Recumbent Bike	Life Fitness, Model 95XE	Or units of equivalent size and quality, or better.
1	Cross Trainer	Life Fitness, Model 95RE	Or units of equivalent size and quality, or better.
1	Fitness Machine	Life Fitness, Model FSFCM1	Or units of equivalent size and quality, or better.

U. PERMITS AND CERTIFICATES

1. The Certificate of Occupancy will be obtained upon the completion of the work filed under Application No. 104579038.
2. All necessary permits will be obtained and all the required inspections will be completed prior to obtaining the new Certificate of Occupancy.

V. VIOLATIONS

All violations will be addressed prior to obtaining the first Temporary Certificate of Occupancy.

W. UNIT INFORMATION

The Residential section will consist of 57 Units. There will be 3 Commercial Units.

Unit	Floor	Apt. Type	No. of Units	Description
A	25-32	0 BR	8	LR/DR/SLEEPING, KIT, 1 BATH.
B	25-32	1 BR	8	LR/DR, 1 BR, KIT, 1 BATH.
C	25-32	0 BR	8	LR/DR/SLEEPING, KIT, 1 BATH.
D	25-32	1 BR	8	LR/DR, 1 BR, KIT, 1 BATH.
A	33-36	2 BR	4	LR/DR, 2 BR, KIT, 2 BATH, 1 HALF BATH.
B	33-36	0 BR	4	LR/DR/SLEEPING, KIT, 1 BATH.
C	33-36	1 BR	4	LR/DR, 1 BR, KIT, 1 BATH.
A	37-41	2 BR	5	LR/DR, 2 BR, KIT, 2 BATH.
B	37-41	2 BR	5	LR/DR, 2 BR, KIT, 2 BATH.
A	42-43	4 BR	2	FOYER, LR/DR, 4 BR, KIT, 3 BATH, 1 HALF BATH.
A	44-45	4 BR DUPLEX	1	FOYER, LR/DR, 4 BR, KIT, WIC/Study, 4 BATH, 1 HALF BATH.
	TOTAL		57	

1. Type and grade of finish material in unit:

Space	Floor	Wall	Ceiling
Living Room/Dining Room	WDF	GWB/P	K/GWB/P
Bedrooms	WDF	GWB/P	K/GWB/P
Kitchen	WDF	GWB/P	K/GWB/P
Master Bathrooms	ST/CT	WRWB/P/ST/CT	GWB/P
Other Bathrooms	ST/CT	WRWB/P/ST/CT	GWB/P
Closets	WDF/ST/CT	GWB/P	GWB/P

2. Bathroom Fixtures
   Bathroom vanities are to be millwork

Lavatory Bathrooms	Signature Plumbing, Model FFSH-21, White	Or units of equivalent size and quality, or better.
Water Closet	Duravit, Model Happy D, White	Or units of equivalent size and quality, or better.
Tub	Signature Plumbing, Catalina, 6030, Acrylic Fibreglass, White	Or units of equivalent size and quality, or better.

3. Kitchen and laundry equipment:
The kitchen cabinets carcass are made of particle board. Doors will be either medium density fiberboard (MDF) with a lacquer finish or equal or better.

Refrigerator Floors 25-41	Liebherr, Model KIKv 3043, Integrated Panel	Or units of equivalent size and quality, or better.
Refrigerator Floors 42-44	Sub-Zero, Model 736TC, Integrated Panel	Or units of equivalent size and quality, or better.
Oven Floors 25-41	Miele, Model H40480BM Speed Oven, 24", Stainless Steel	Or units of equivalent size and quality, or better.
Oven Floors 42-44	Miele, Model H4880BP, DS4040SS, 30", Stainless Steel	Or units of equivalent size and quality, or better.
Cooktop Floors 25-41	Miele, Model RM404 Double Burner, 12", Stainless Steel	Or units of equivalent size and quality, or better.
Cooktop Floors 42-44	Miele, Model KM320G, KMTT5B, 30", Gas, Stainless Steel	Or units of equivalent size and quality, or better.
Hood-Recirculating Floors 25-41	Miele, Model DA3160, 24", Stainless Steel	Or units of equivalent size and quality, or better.
Hood-Recirculating Floors 42-44	Miele, Model DA3180, 30" Stainless Steel	Or units of equivalent size and quality, or better.
Dishwasher	Miele, Model G818SVI 18", Integrated Panel	Or units of equivalent size and quality, or better.
Sink	Signature Plumbing, Model 604 SS, Undermount, Stainless Steel	Or units of equivalent size and quality, or better.

X. FINISH SCHEDULE OF SPACES OTHER THAN UNITS

Space	Floor	Wall	Ceiling
Stairs	DPH	GWB/CONC/P	P
Lobbies	CONC	GWB/P	GWB/P
Service Corridor	VCT	GWB/P	AT
Public Corridor	CPT	VWC/P	GWB/P
Amenity Facility	CPT	GWB/P	AT
Mechanical Rooms	DPH	GWB/P	AT/P/CONC

ABBREVIATIONS FOR FINISHES

AT	ACOUSTICAL TILE
CT	CERAMIC TILE
CPT	CARPET
CONC	CONCRETE
DPH	CONCRETE WITH DUST-PROOFING AND HARDENER
GT	GRANITE TILE
GLT	GLASS TILE
GWB	GYPSUM WALLBOARD
HC	HUNG CEILING

K	KADEX SKIM COAT ON CONCRETE
MP	METAL PAN
P	PAINT
QT	QUARRY TILE
ST	STONE TILE
VCT	VINYL COMPOSITION TILE
VWC	VINYL WALL COVERING
WRWB	WATER RESISTANT GYPSUM WALLBOARD
WD	WOOD
WDF	WOOD FLOOR

Y. SAFETY AND WARNING DEVICES

1. Residential Section Unit, Hotel Unit 1 and Hotel Unit 2 Rooms Smoke Detection System: Each Residential Section Unit, Hotel Unit 1 and Hotel Unit 2 Rooms will contain a combination carbon monoxide/smoke detector located in the vicinity of the bedrooms. The detector is wired to a 120-volt local power supply and is self-contained with its own sounding device and is not connected to any central system.
2. A smoke detection and sprinkler alarm system (life safety system) shall be installed complete with water flow and tamper switches and central station reporting. Smoke detectors are to be installed per NYC Building Code and connected to the building smoke detection and sprinkler alarm system as required by code.

Z. ADDITIONAL INFORMATION

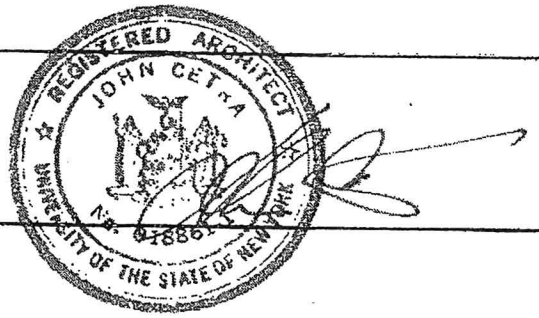
1. Site Plan: Not Applicable.
2. Area Map: located in a highly urban area- not required.
3. Floor Plan: floor plans of each unit are included in Part II of the Plan.
4. Floor to ceiling heights: on floor plans, included in Part II of the plan.
5. Approximate total area of each unit: on floor plans, included in Part II of the plan and stated in Schedule A of the Offering Plan.
6. Master floor plan: not required.
7. The approximate floor area of each Unit has been measured horizontally from the exterior side of the exterior walls (perimeter columns and mechanical pipes/ducts/shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Any common elements located within a unit shall not be considered a part of such unit. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit. Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.
8. This project was filed with the NYC Department of Buildings prior to the requirement for stating compliance with ECCCNYS and this analysis was not performed, therefore it is exempt.

9. The following list is marketing designated floor names/numbers and Department of Buildings (DOB) designated floor names/numbers:

DOB FLOOR NAMES/NUMBERS	MARKETING FLOOR NAMES/NUMBERS
C3	C3
C2	C2
C1	R
1	L
2	4
3	5
4	6
5	7
6	8
7	9
8	10
9	11
10	12
11	14
12	15
13	16
14	17
15	18
16	19
17	20
18	21
19	22
20	23
21	24
22	25
23	26
24	27
25	28
26	29
27	30
28	31
29	32
30	33
31	34
32	35
33	36
34	37
35	38
36	39
37	40
38	41
39	42

40	43
41	44
42	PH 1
43	PH 2
44	PH 3
45	PH 3A
ROOF	-

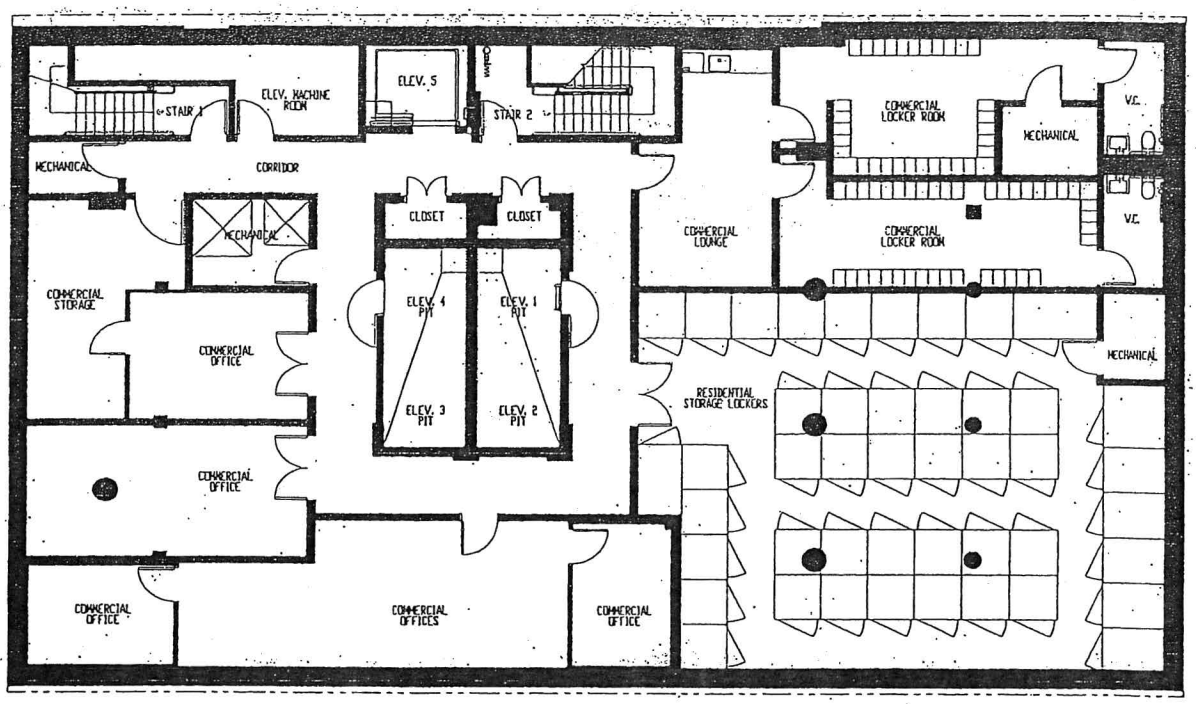
[Signature]

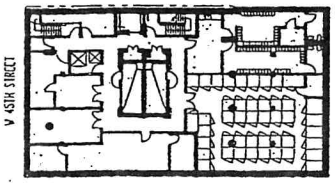


[Architect's Seal]

EXHIBIT 5

FLOOR PLANS





KEY PLAN

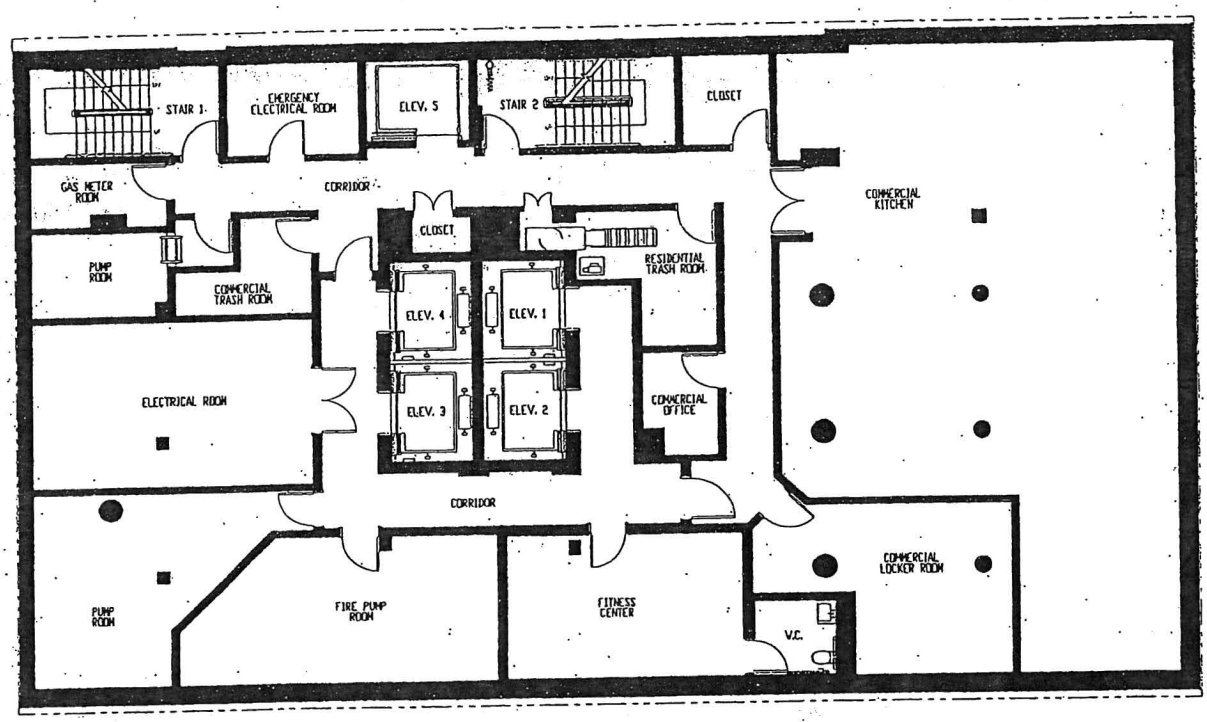
LEVEL C3

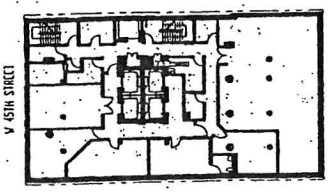
0 4' 8' 16' 32'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.





KEY PLAN

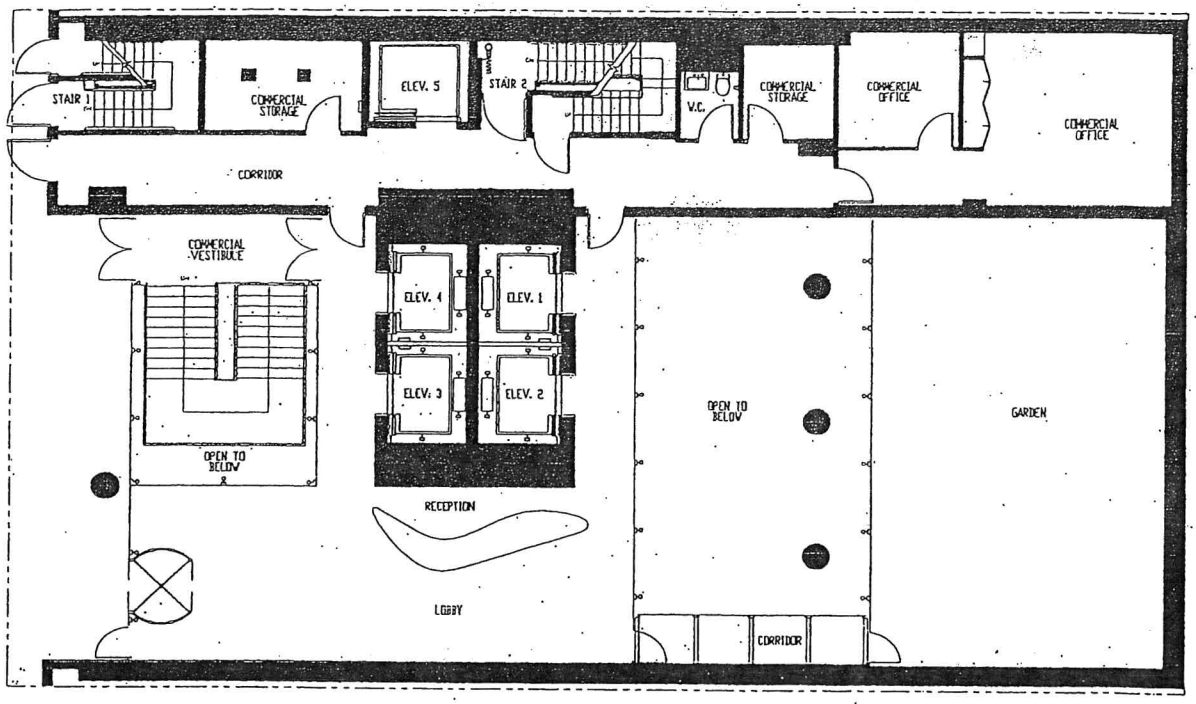
LEVEL C2

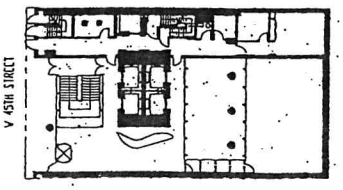
0 4' 8' 16' 32'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.





KEY PLAN

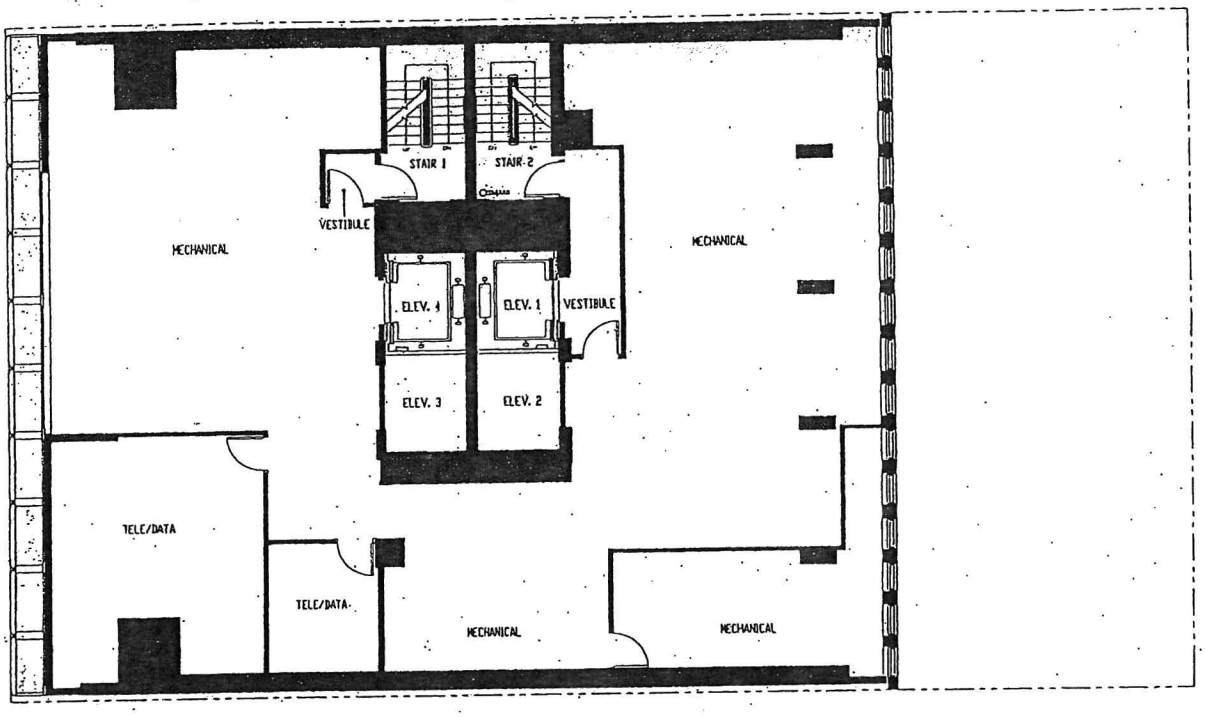
LEVEL L

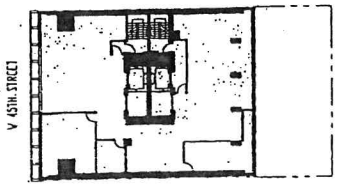
0 4' 8' 16' 32'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.





KEY PLAN

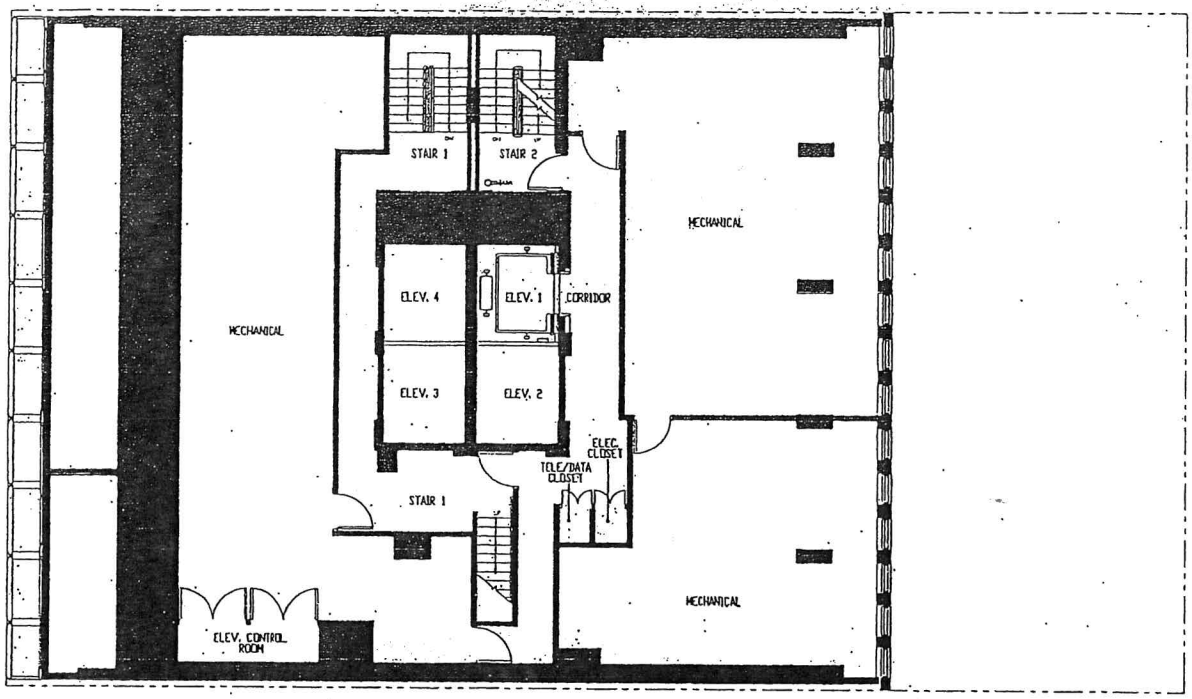
LEVEL 7

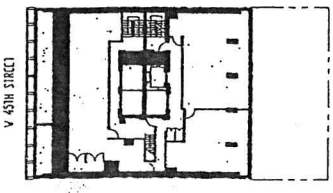
0 4' 8' 16' 32'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

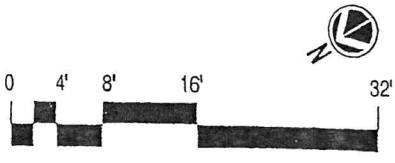
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN





KEY PLAN

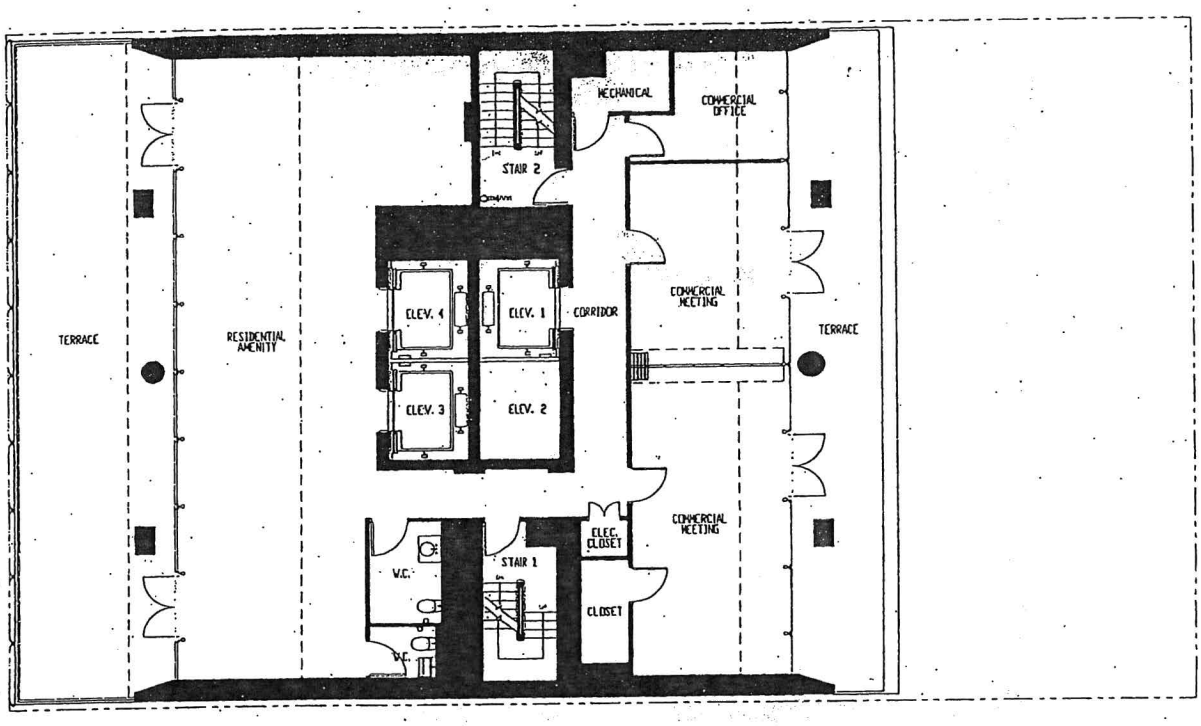
LEVEL 8

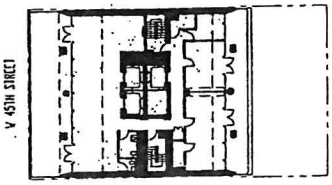


CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.





KEY PLAN

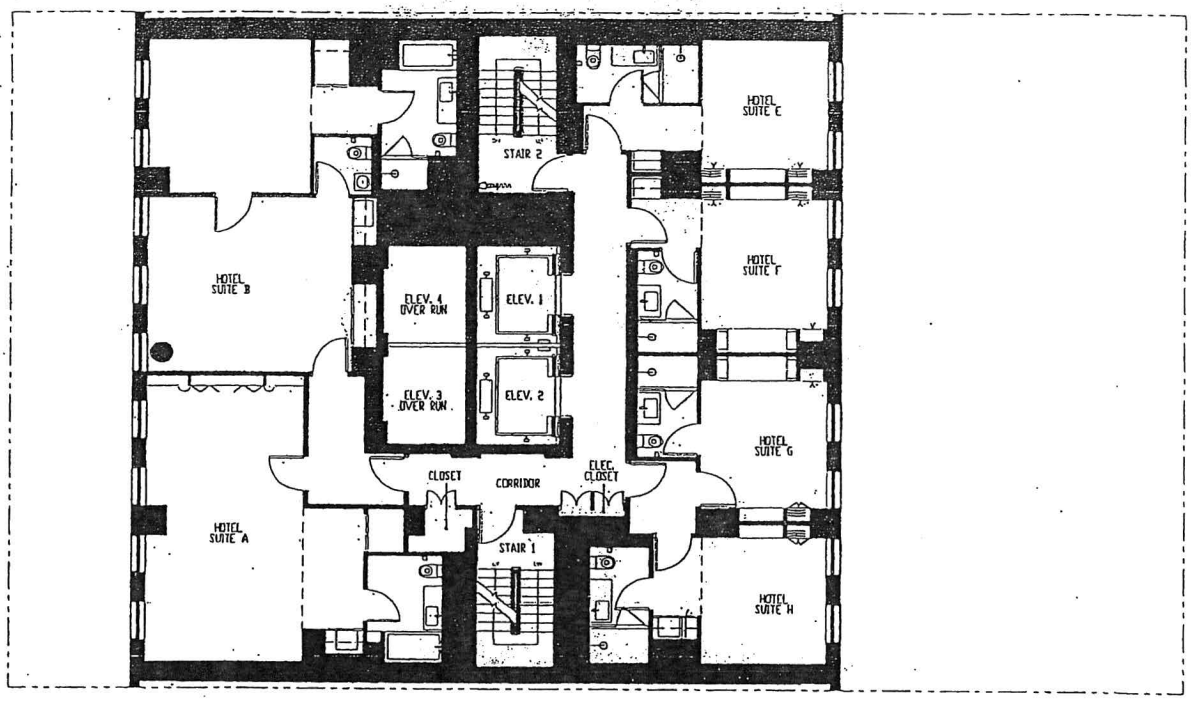
LEVEL 9

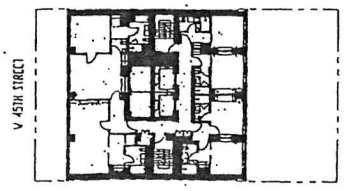
0 4' 8' 16' 32'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN





KEY PLAN

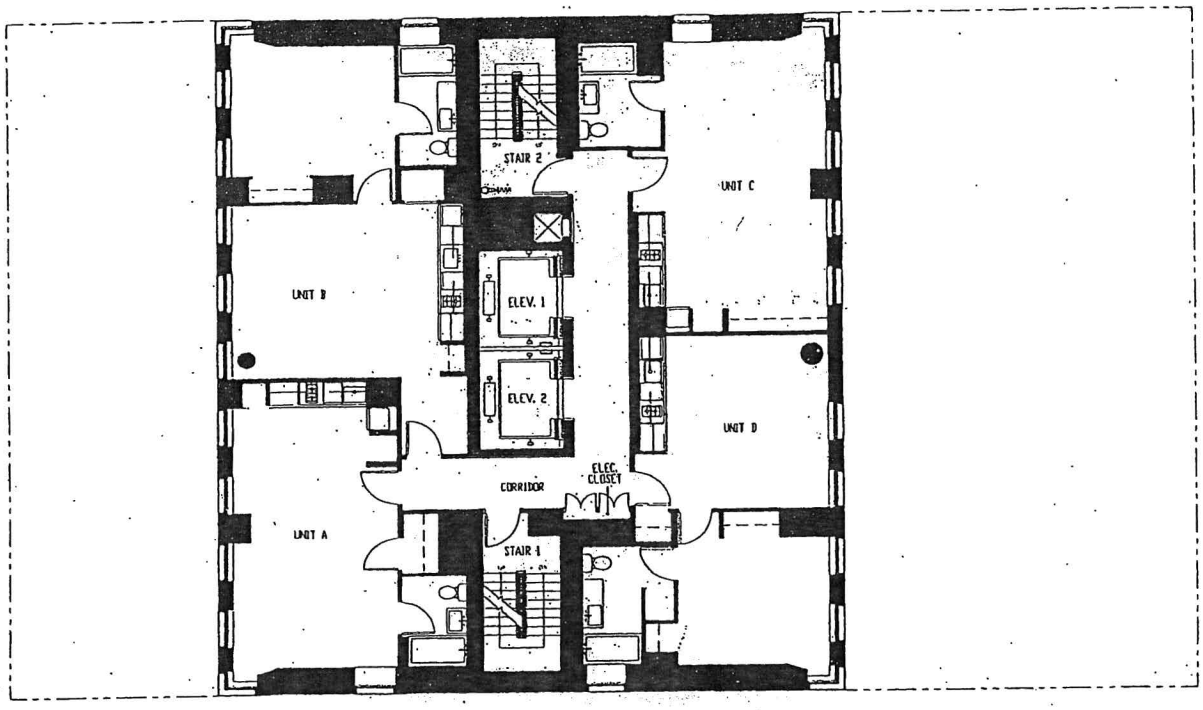
LEVEL 10

0 4' 8' 16' 32'

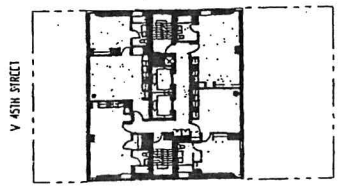
CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.

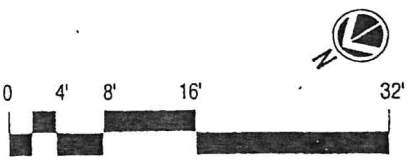


SEE INDIVIDUAL UNIT PLANS FOR ADDITIONAL INFORMATION



KEY PLAN

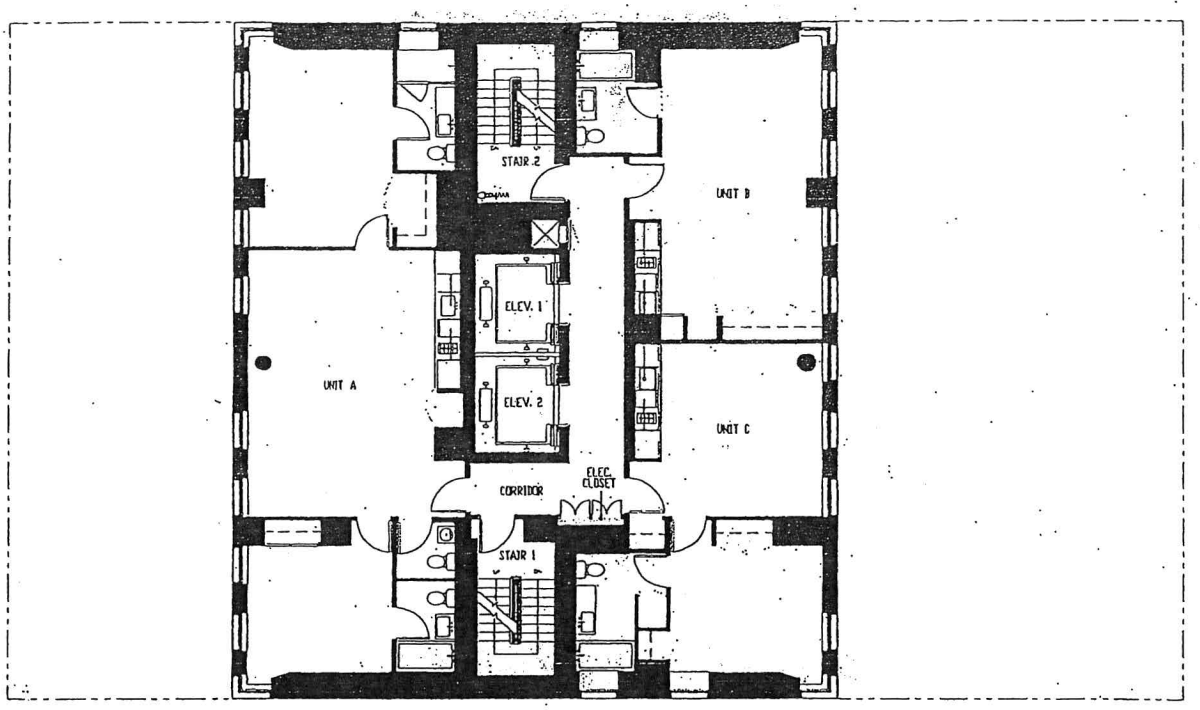
LEVELS 27 - 34



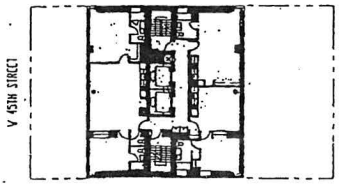
CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN

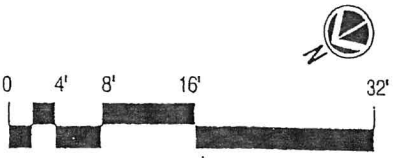


SEE INDIVIDUAL UNIT PLANS FOR ADDITIONAL INFORMATION



KEY PLAN

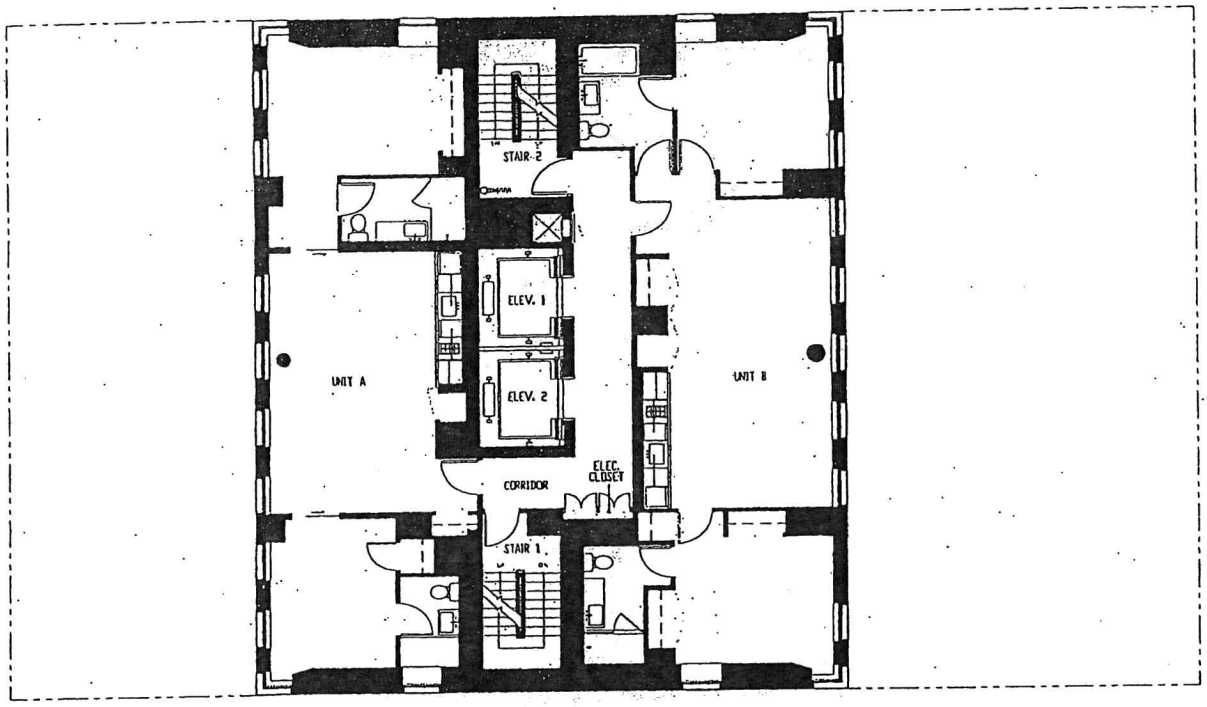
LEVELS 35 - 38



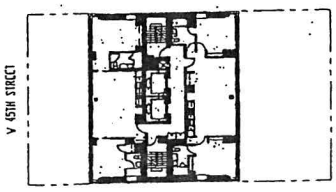
CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN



SEE INDIVIDUAL UNIT PLANS FOR ADDITIONAL INFORMATION



KEY PLAN

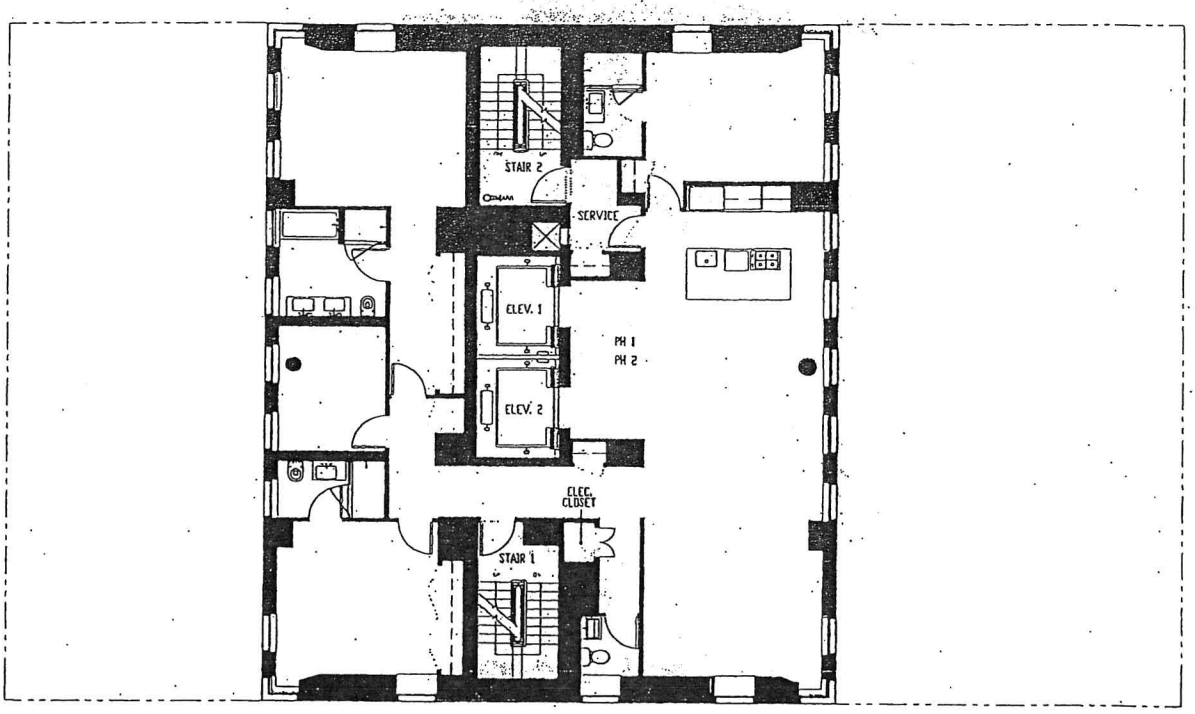
LEVELS 39 - 43

0 4' 8' 16' 32'

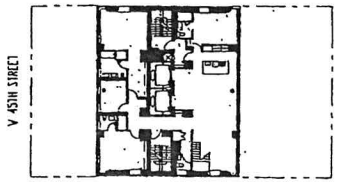
CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.



SEE INDIVIDUAL UNIT PLANS FOR ADDITIONAL INFORMATION



KEY PLAN

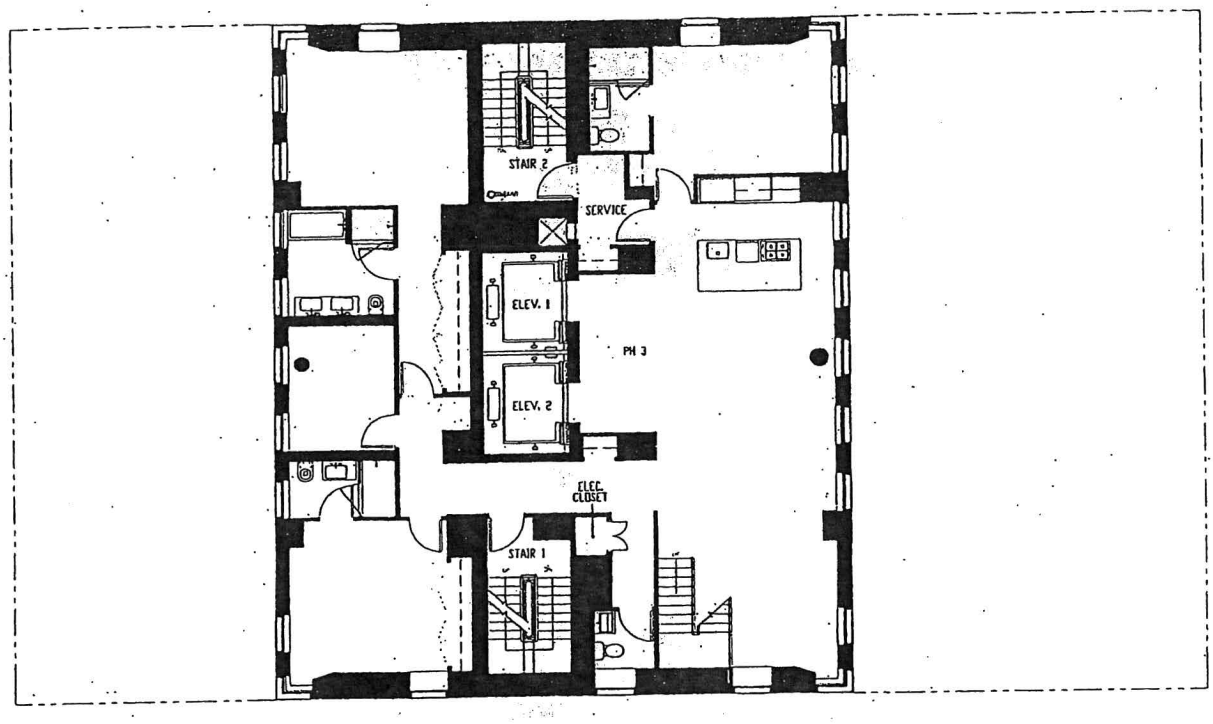
PH 1 , PH 2

0 4' 8' 16' 32'

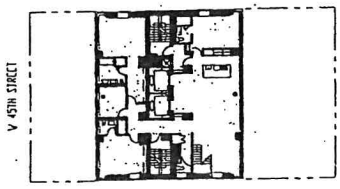
CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.



SEE INDIVIDUAL UNIT PLANS FOR ADDITIONAL INFORMATION



KEY PLAN

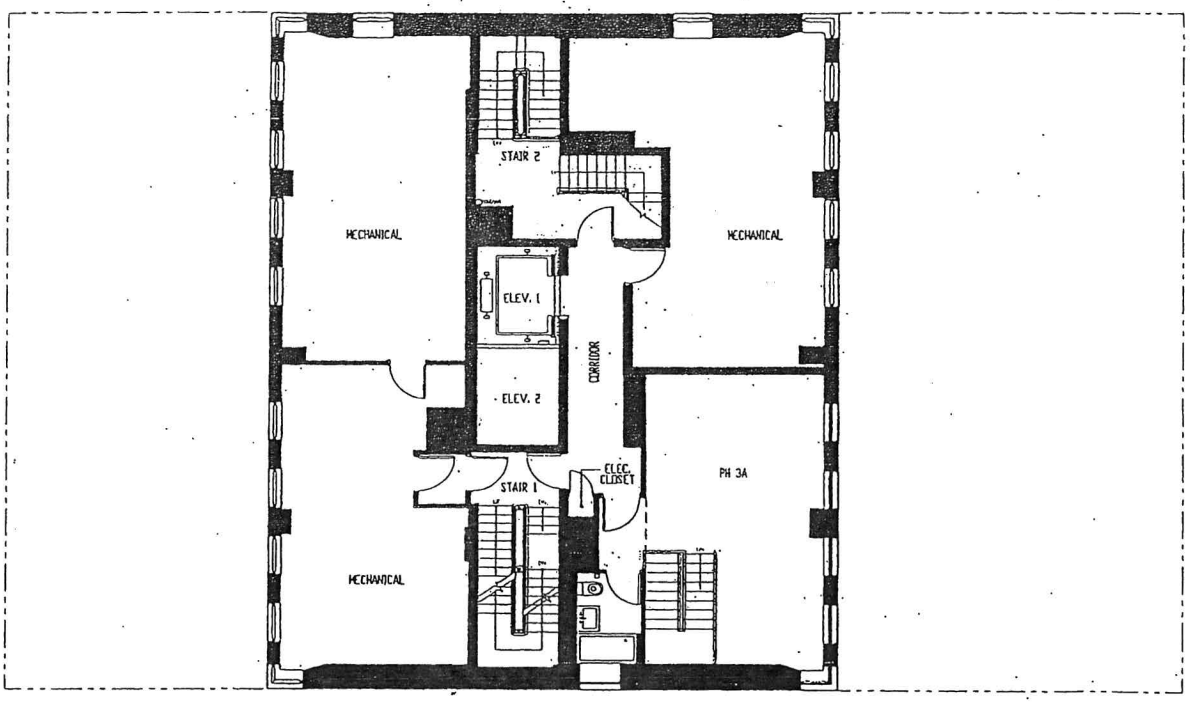
PH 3

0 4' 8' 16' 32'

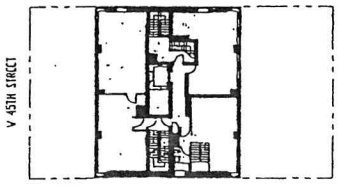
CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.

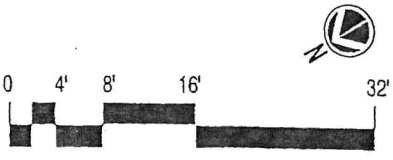


SEE INDIVIDUAL UNIT PLANS FOR ADDITIONAL INFORMATION



KEY PLAN

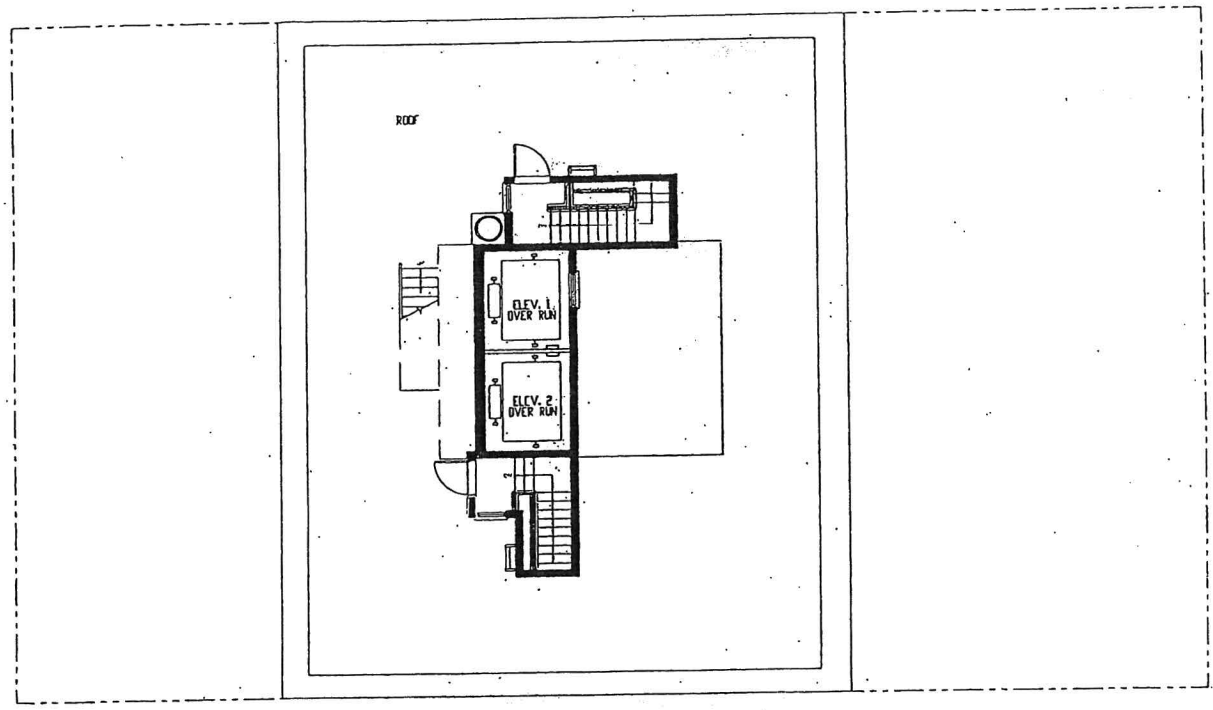
PH 3A

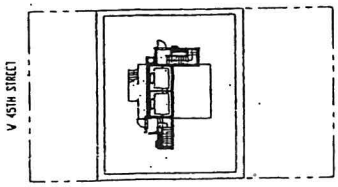


CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.





KEY PLAN

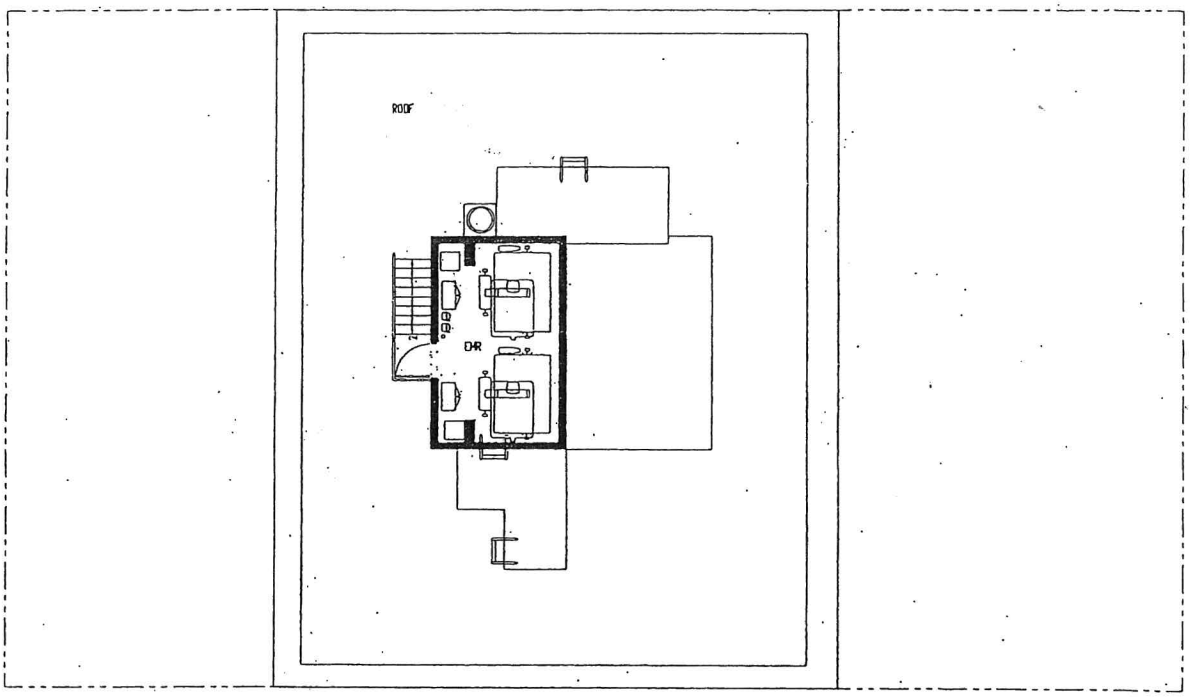
ROOF

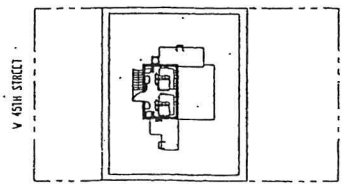
0 4' 8' 16' 32'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.





KEY PLAN

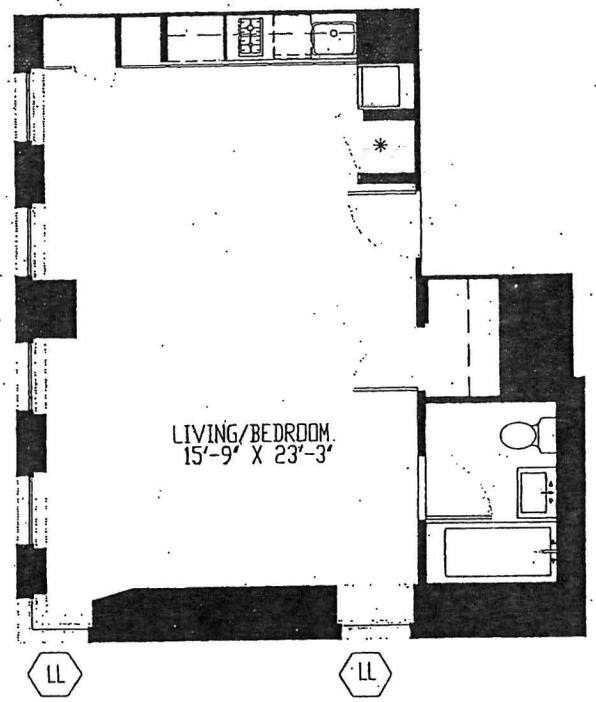
EMR

0 4' 8' 16' 32'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

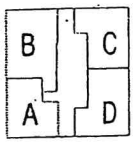
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT AND DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

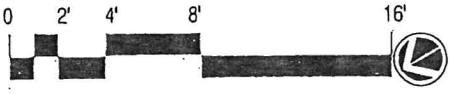


KEY PLAN

UNIT "A"
25th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 595 SF

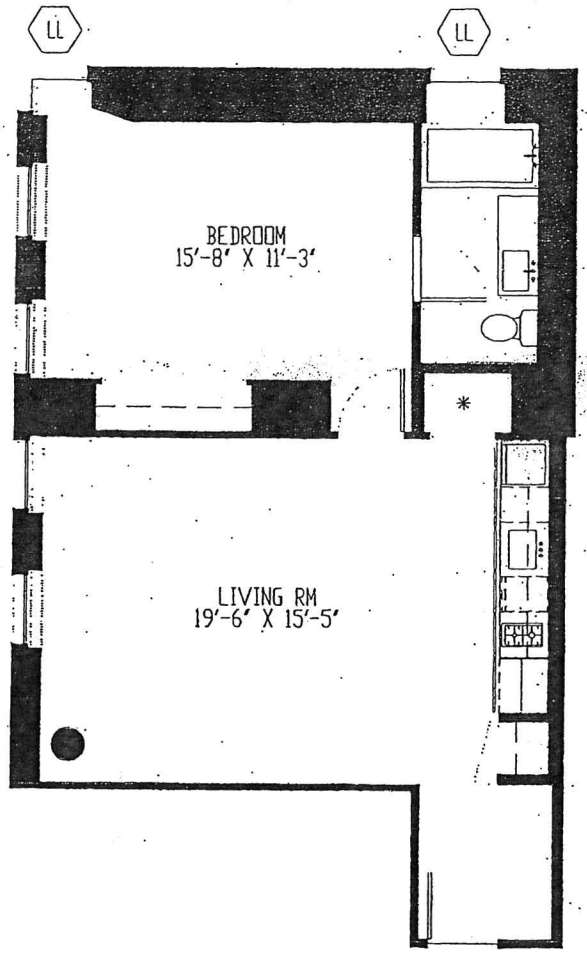
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

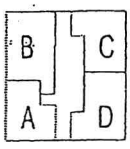
GETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

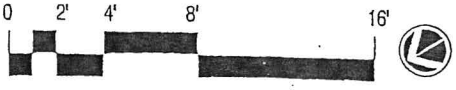
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
25th FLOOR

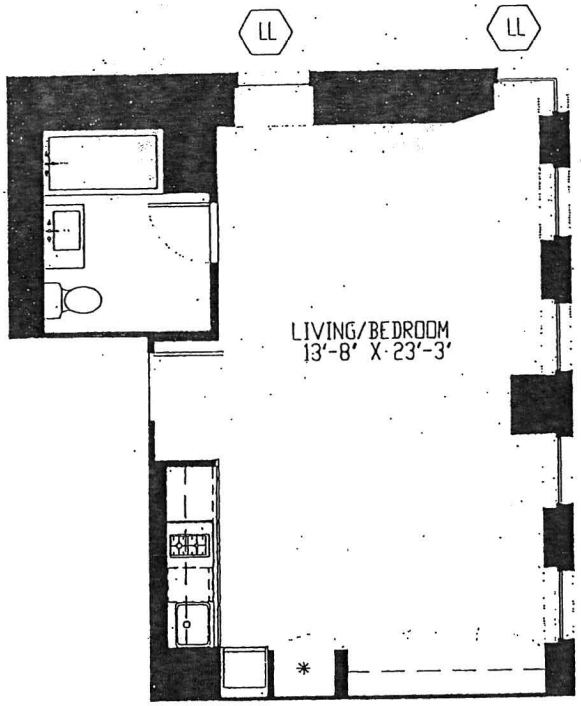
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 808 SF
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

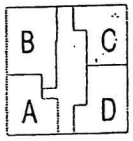
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL - LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

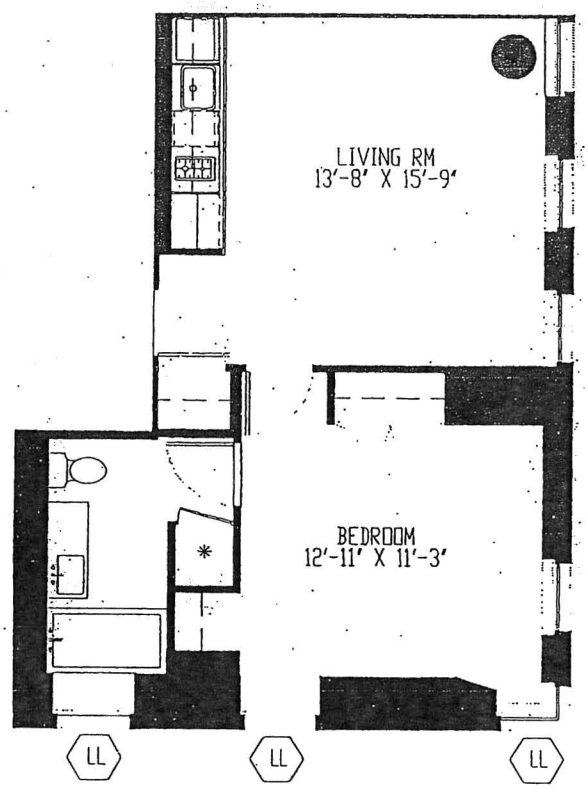
UNIT "C"
25th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 574 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

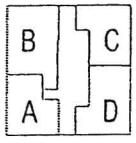
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW.

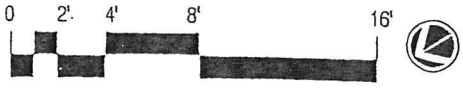
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "D"
25th FLOOR

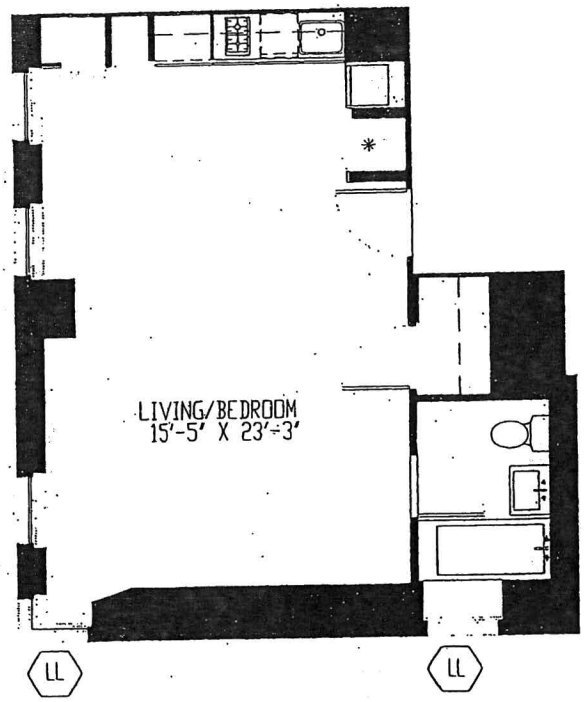
1 BEDROOM - 1 BATHROOM
UNIT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

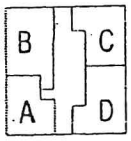
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

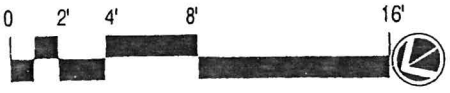
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
26th FLOOR

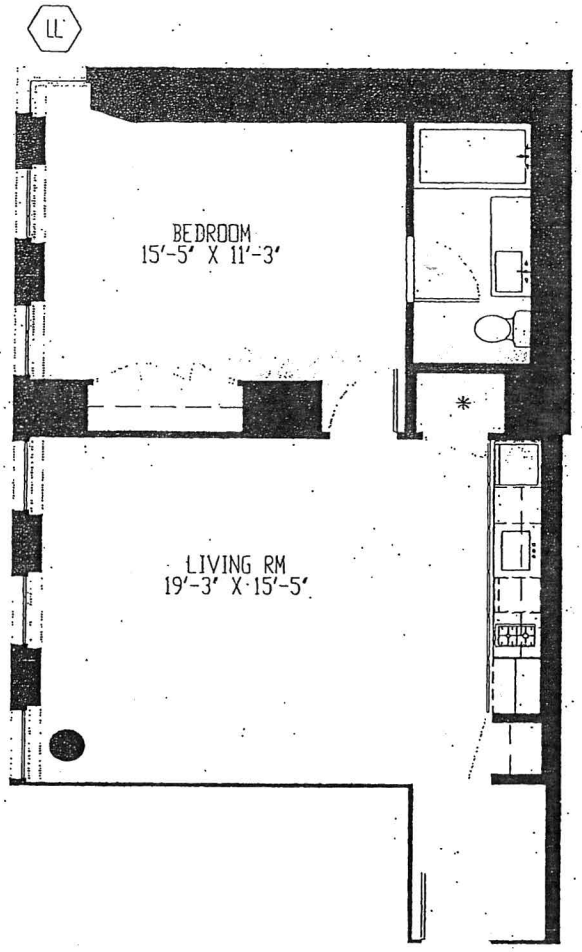
0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 586 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

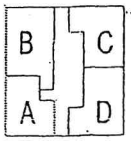
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012



LL LOT LINE WINDOW

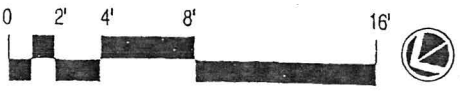
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
26th FLOOR

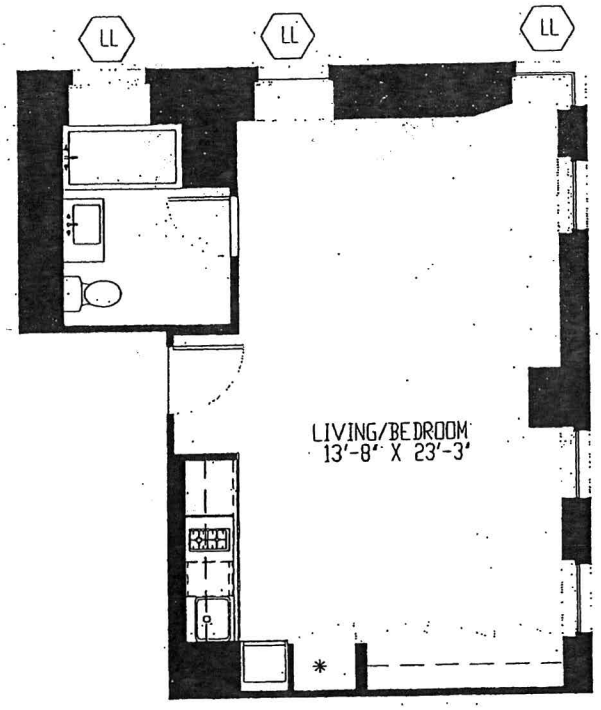
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 798 SF
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

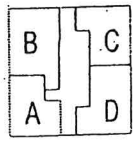
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR



LL LOT LINE WINDOW

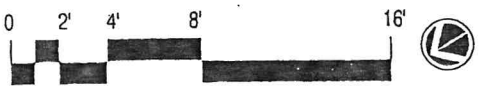
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "C"
26th FLOOR

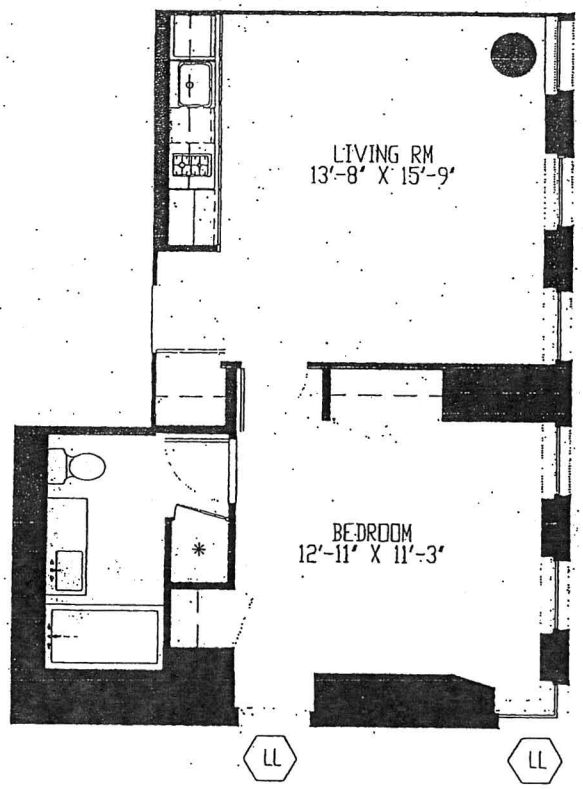
0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 574 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

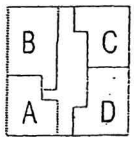
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR



LL LOT LINE WINDOW

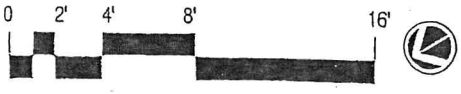
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "D"
26th FLOOR

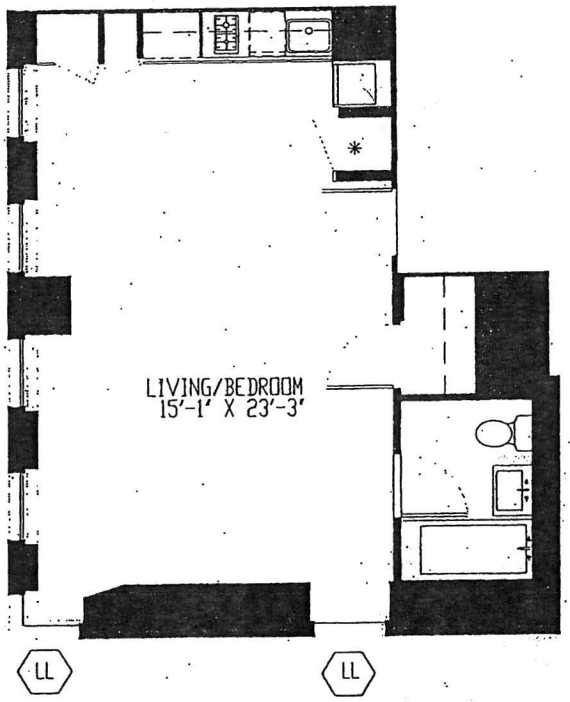
1 BEDROOM - 1 BATHROOM
UNIT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

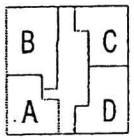
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
27th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 577 SF

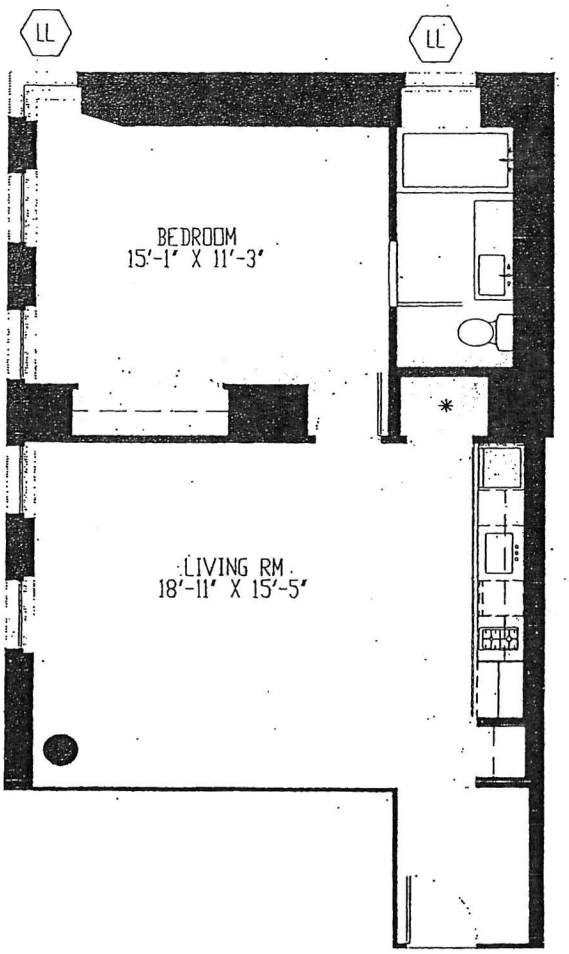
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"

0 2' 4' 8' 16'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

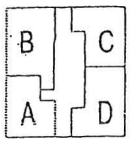
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR



LL LOT LINE WINDOW

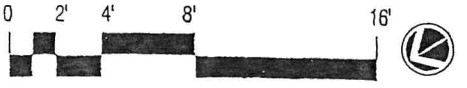
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
27th FLOOR

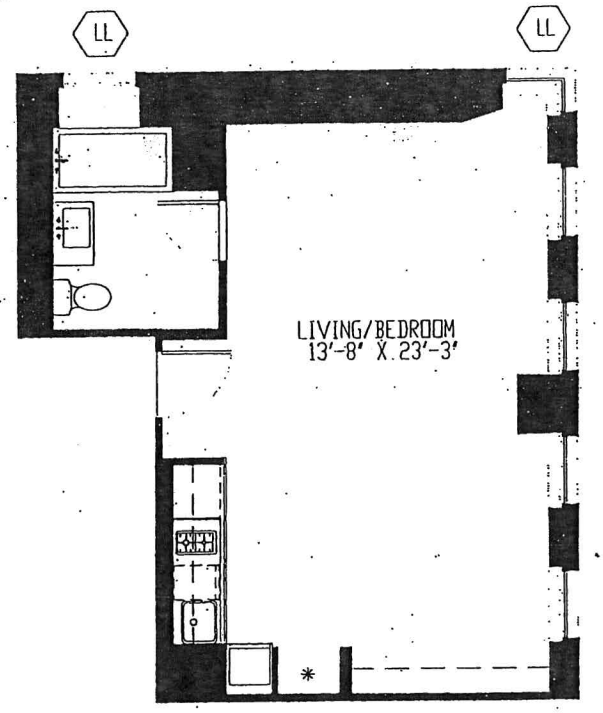
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 788 SF
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

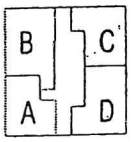
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

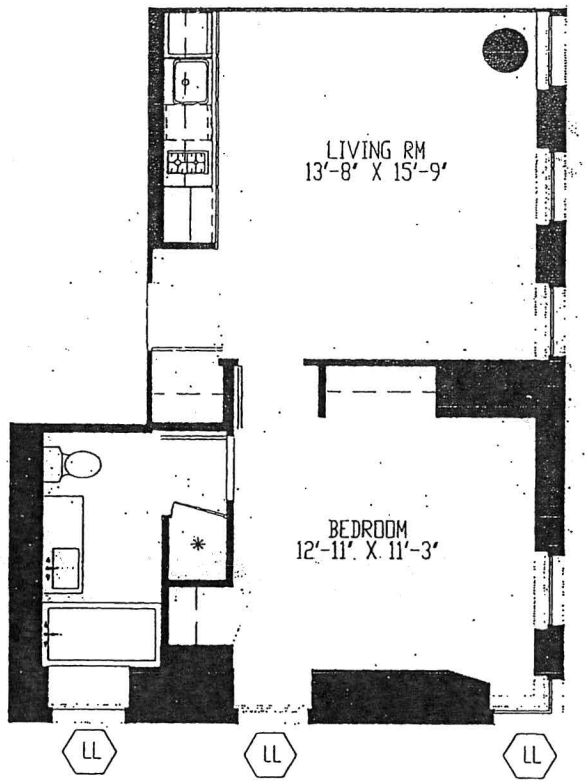
UNIT "C"
27th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 574 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

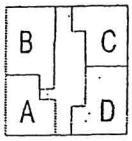
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

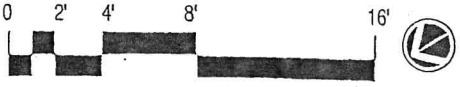
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "D"
27th FLOOR

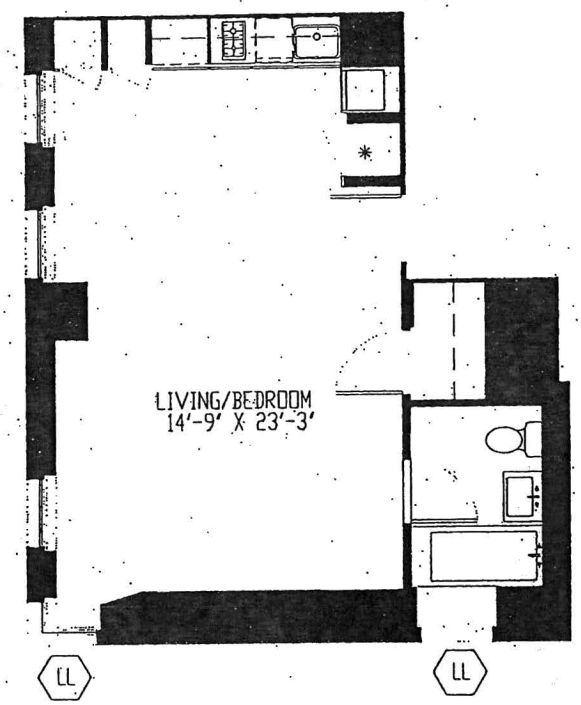
1 BEDROOM - 1 BATHROOM
UNIT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

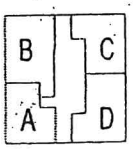
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

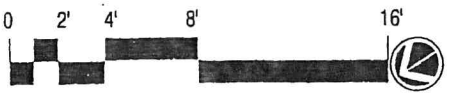


KEY PLAN

UNIT "A"
28th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 568 SF

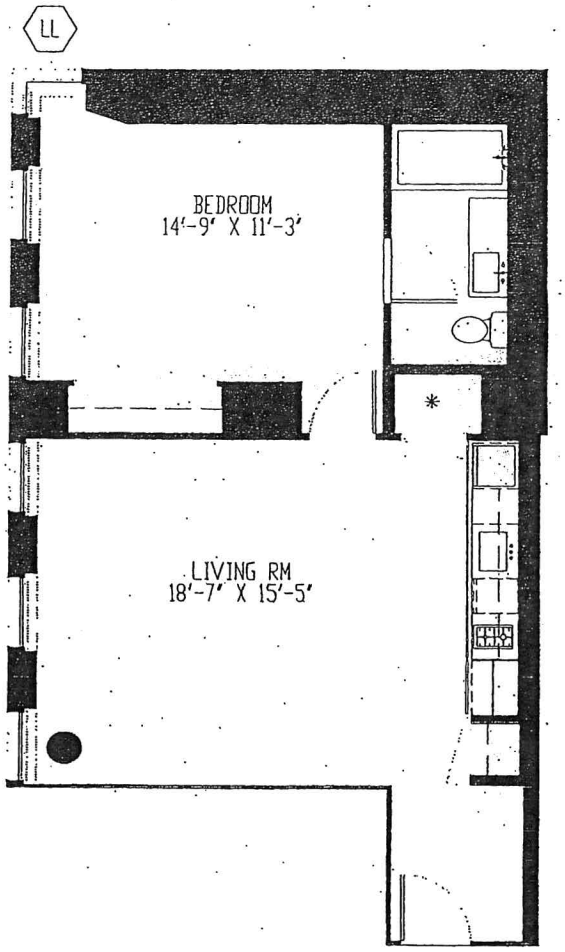
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

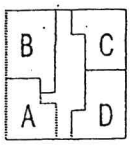
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

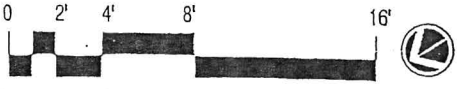
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
28th FLOOR

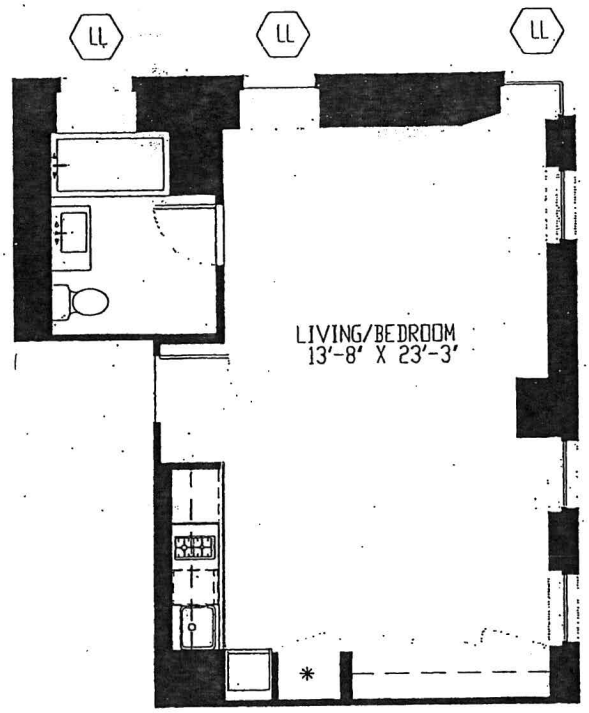
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 778 SF
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

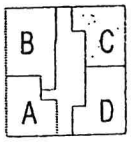
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

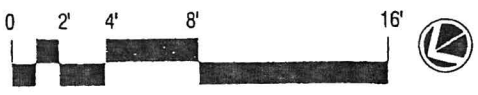
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "C"
28th FLOOR

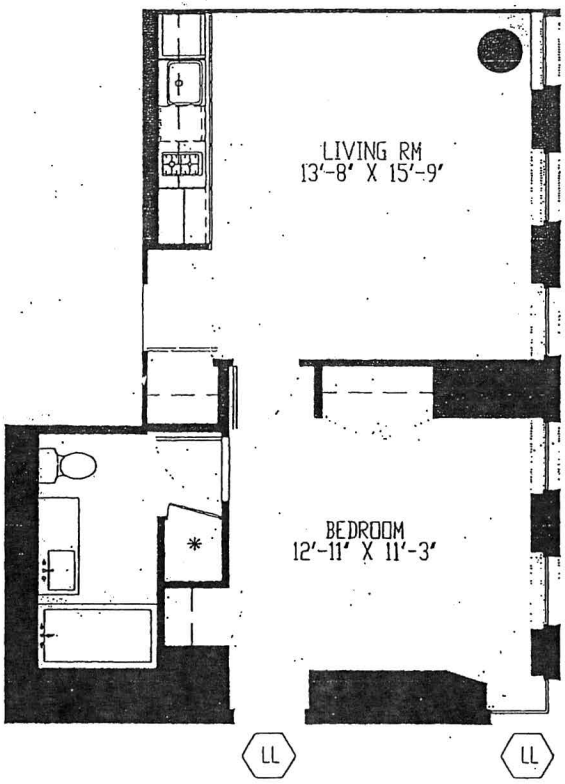
0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 574 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

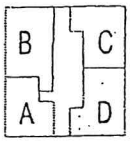
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR



LL LOT LINE WINDOW

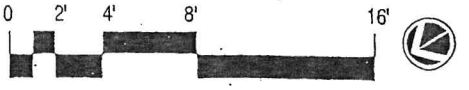
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "D"
28th FLOOR

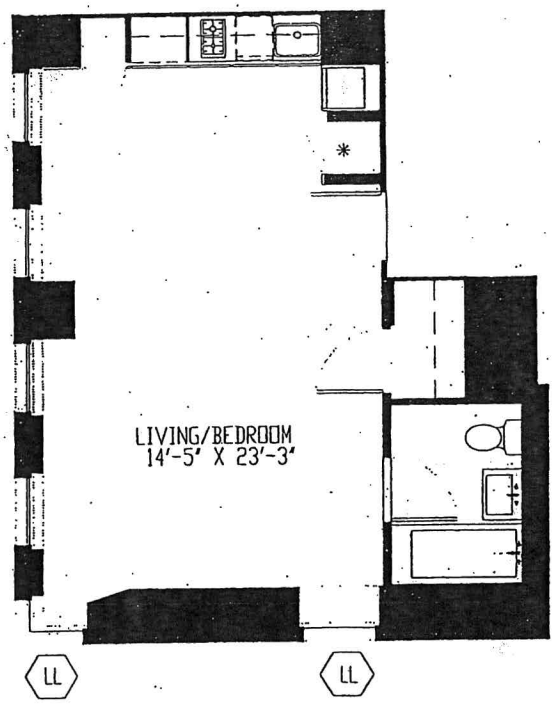
1 BEDROOM - 1 BATHROOM
UNIT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

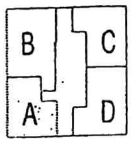
GETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

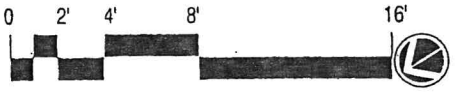
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
29th FLOOR

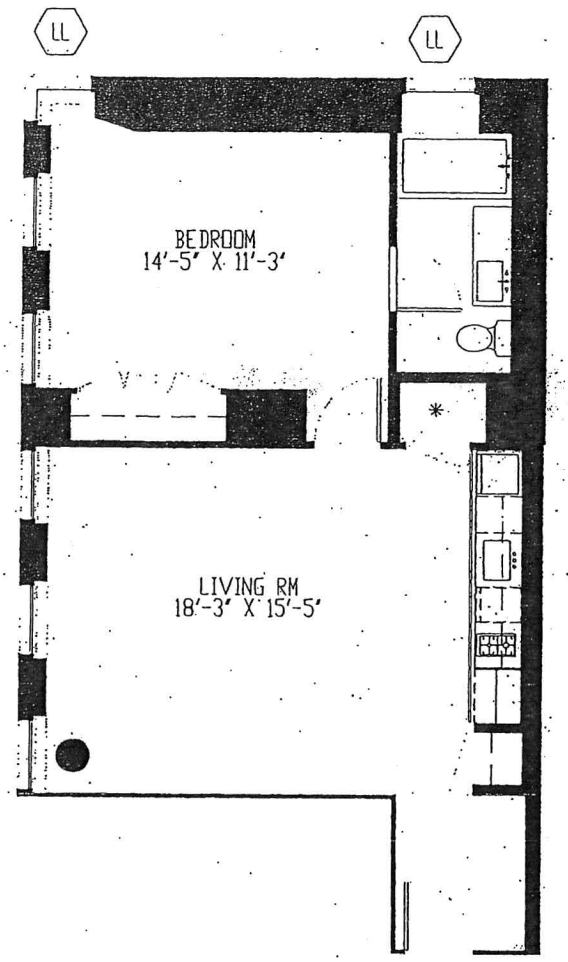
0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 559 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

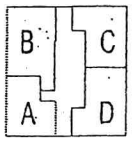
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

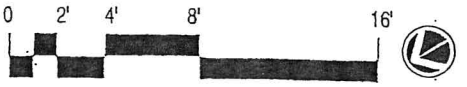
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
29th FLOOR

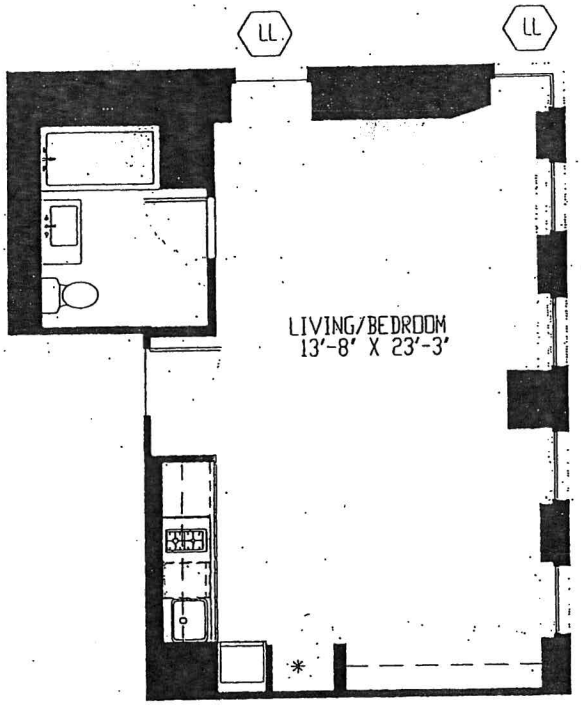
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 768 SF
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

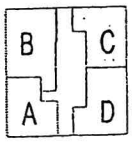
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

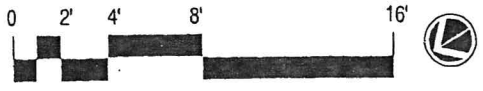
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "C"
29th FLOOR

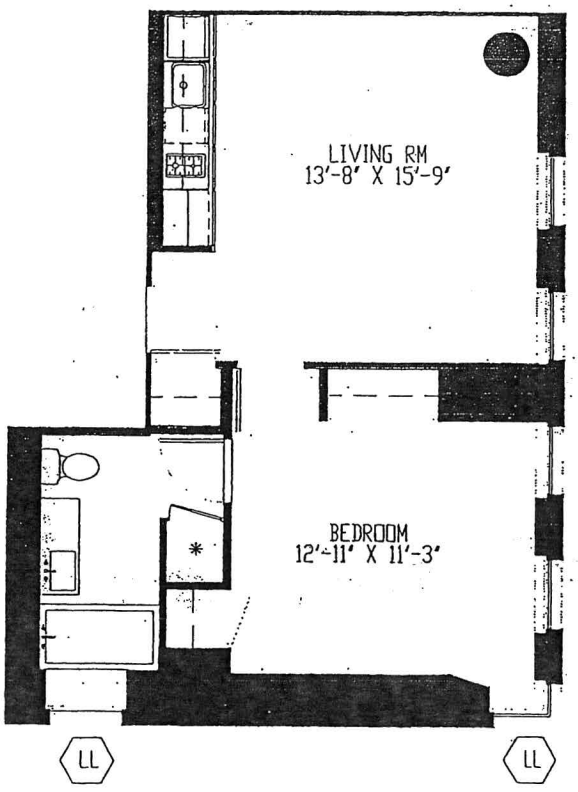
0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 574 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

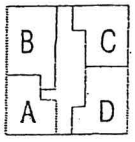
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012



LL LOT LINE WINDOW

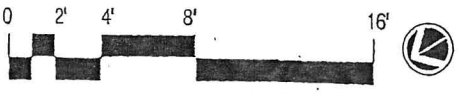
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "D"
29th FLOOR

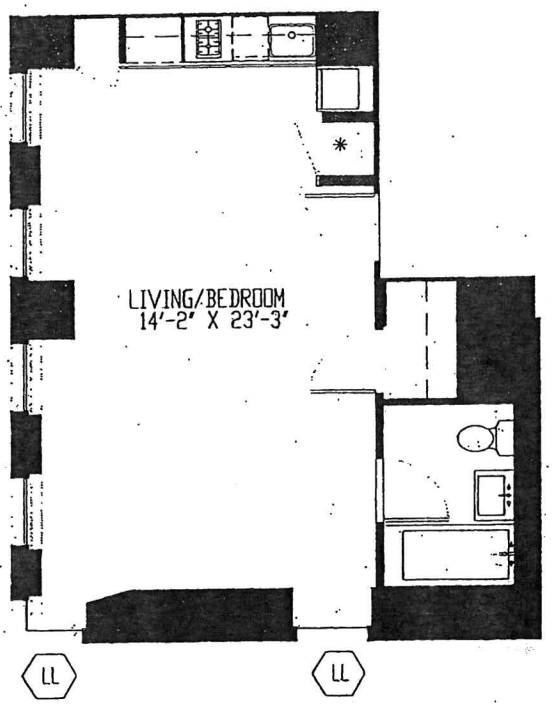
1 BEDROOM - 1 BATHROOM
UNIT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

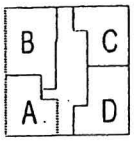
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

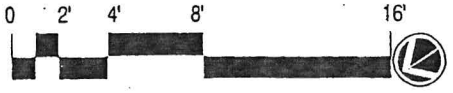


KEY PLAN

UNIT "A"
30th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 550 SF

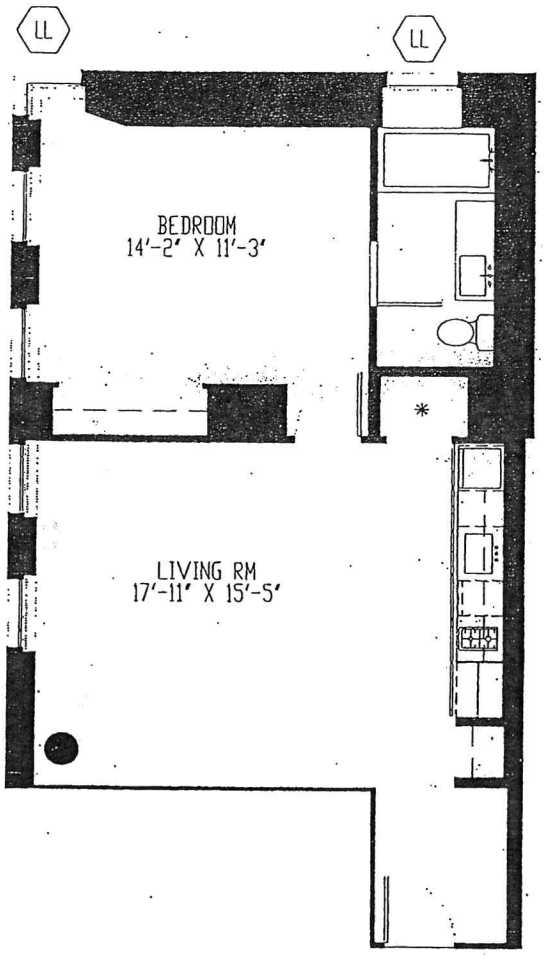
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

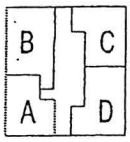
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR



LL LOT LINE WINDOW

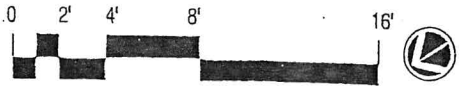
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
30th FLOOR

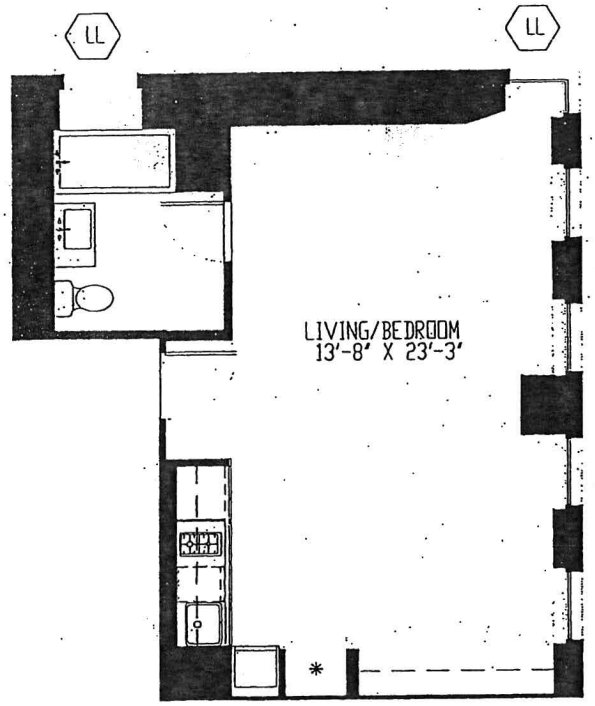
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 758 SF
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

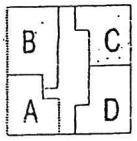
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

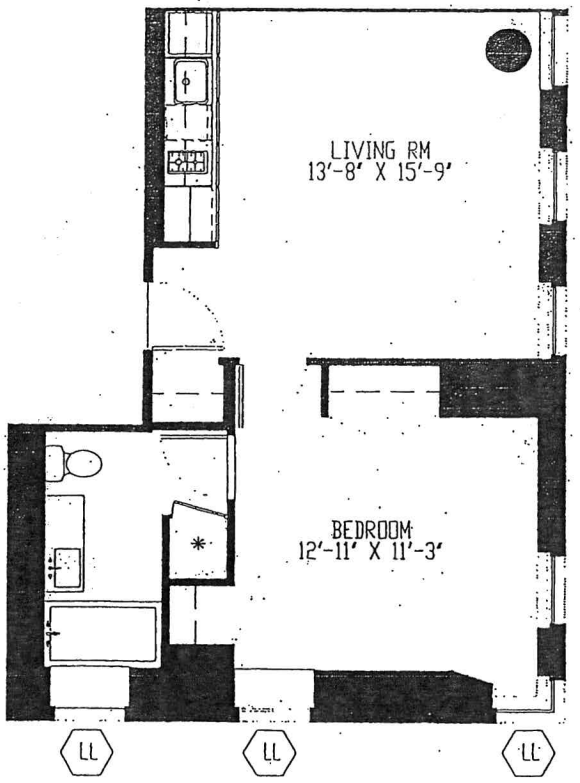
UNIT "C"
30th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 574 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

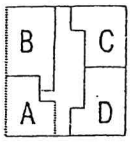
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

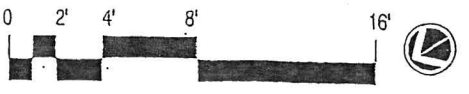
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "D"
30th FLOOR

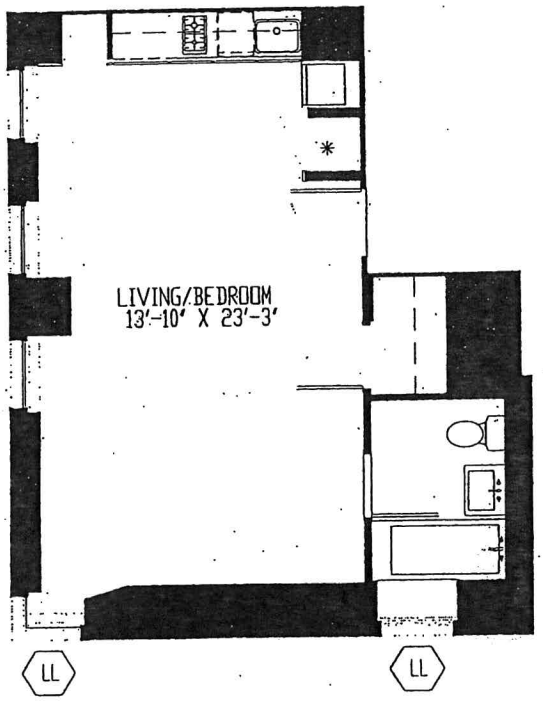
1 BEDROOM - 1 BATHROOM
UNIT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

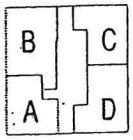
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

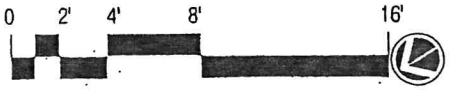
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
31st FLOOR

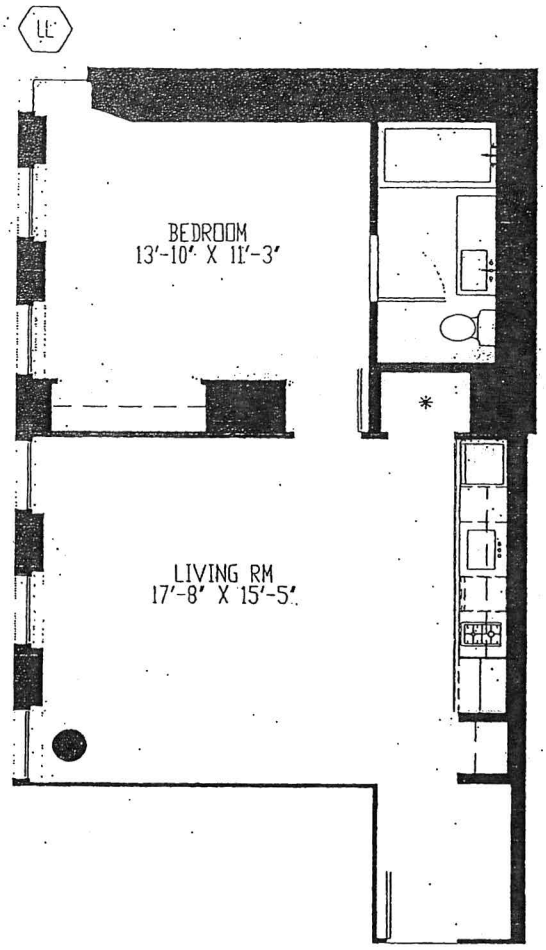
0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 541 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

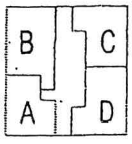
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE · WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

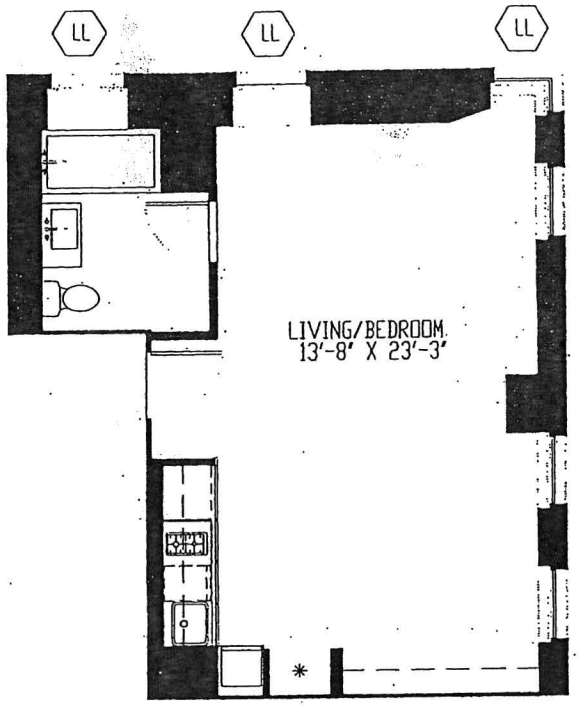
UNIT "B"
31st FLOOR

1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 748 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

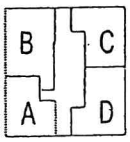
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

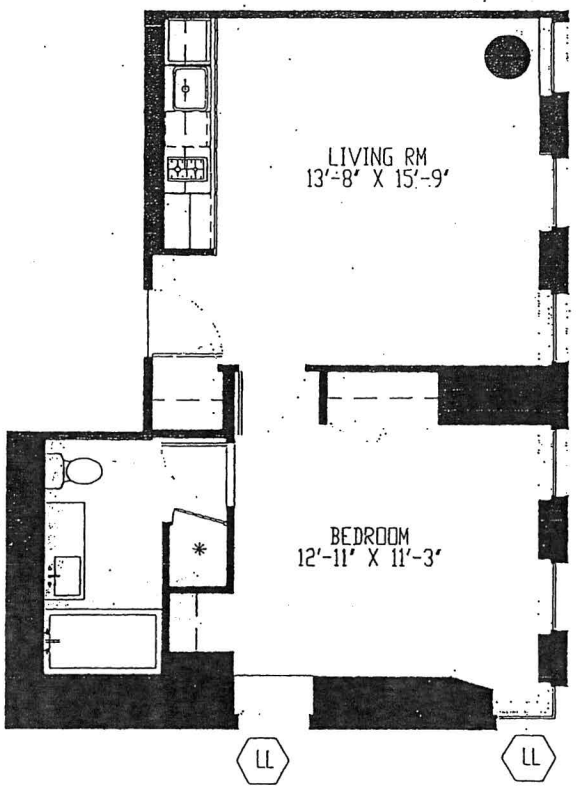
UNIT "C"
31st FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 574 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

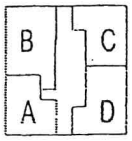
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

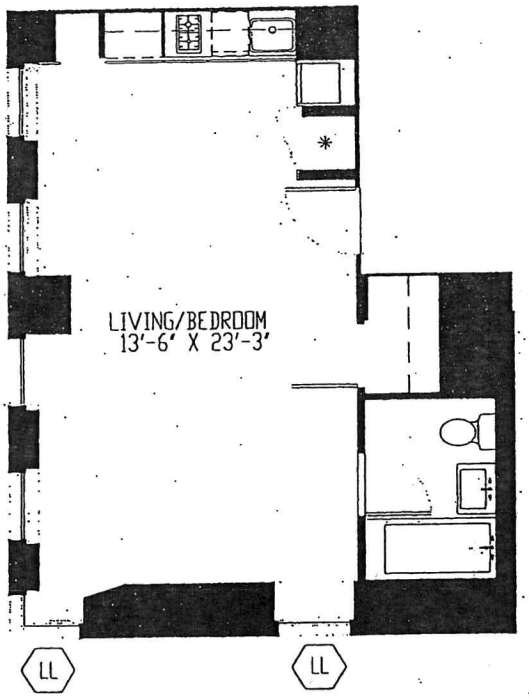
UNIT "D"
31st FLOOR

1 BEDROOM - 1 BATHROOM
UNIT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

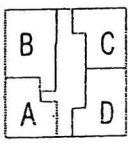
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
32nd FLOOR

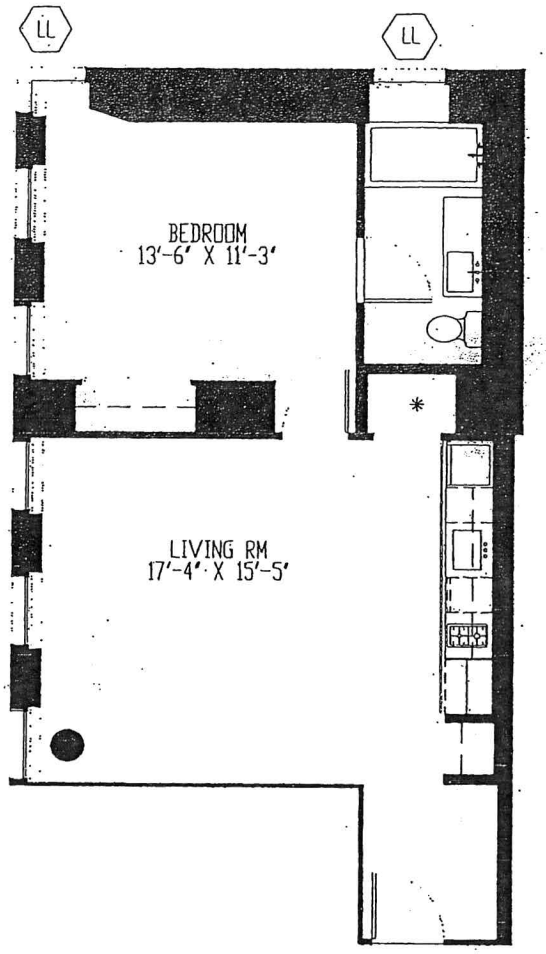
0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 532 SF

CEILING HEIGHTS: MAX. 9'-5", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

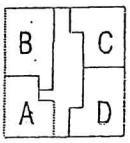
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR



LL LOT LINE WINDOW

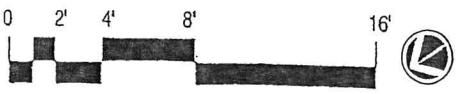
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
32nd FLOOR

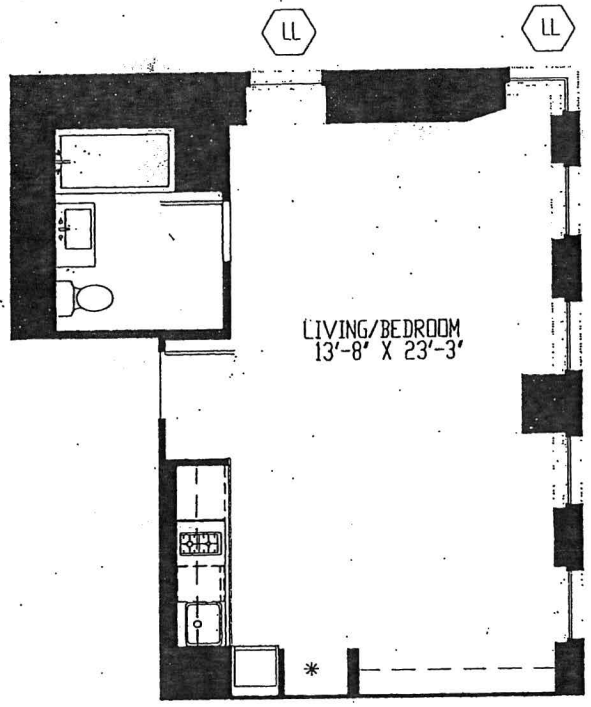
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 738 SF
CEILING HEIGHTS: MAX. 9'-5", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

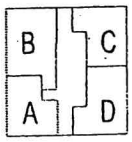
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR



LL LOT LINE WINDOW

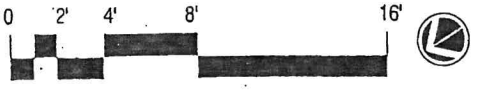
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "C"
32nd FLOOR

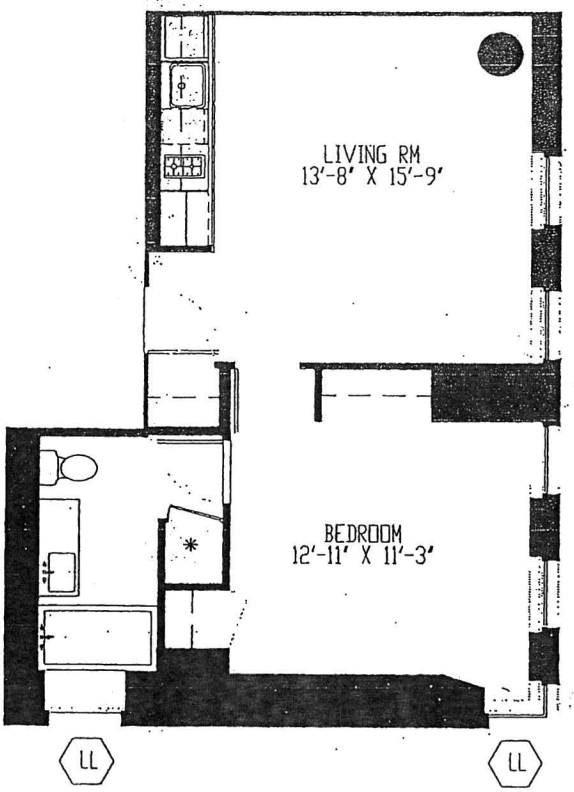
0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 574 SF
CEILING HEIGHTS: MAX. 9'-5", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

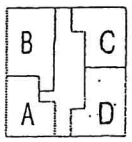
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

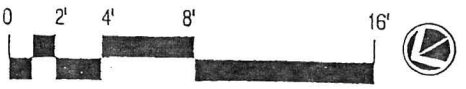
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "D"
32nd FLOOR

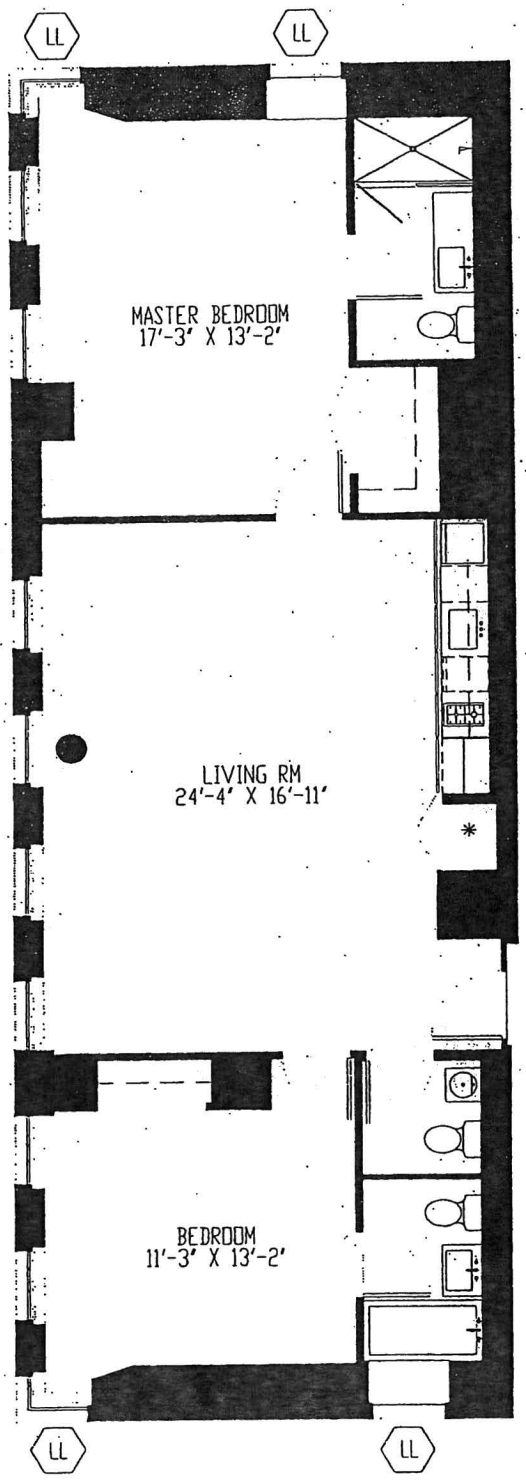
1 BEDROOM - 1 BATHROOM
UNIT AREA : 650 SF
CEILING HEIGHTS: MAX. 9'-5", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

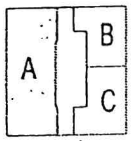
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
33rd FLOOR

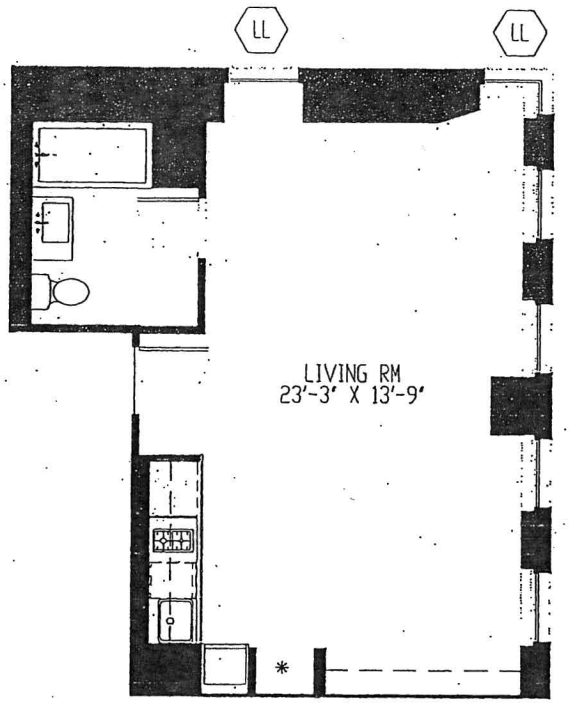
2 BEDROOM - 2 1/2 BATHROOM
APARTMENT AREA : 1279 SF

CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

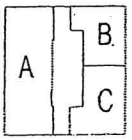
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL · LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

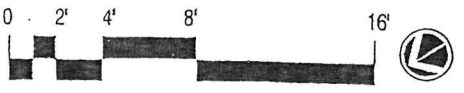


KEY PLAN

UNIT "B"
33rd FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 573 SF

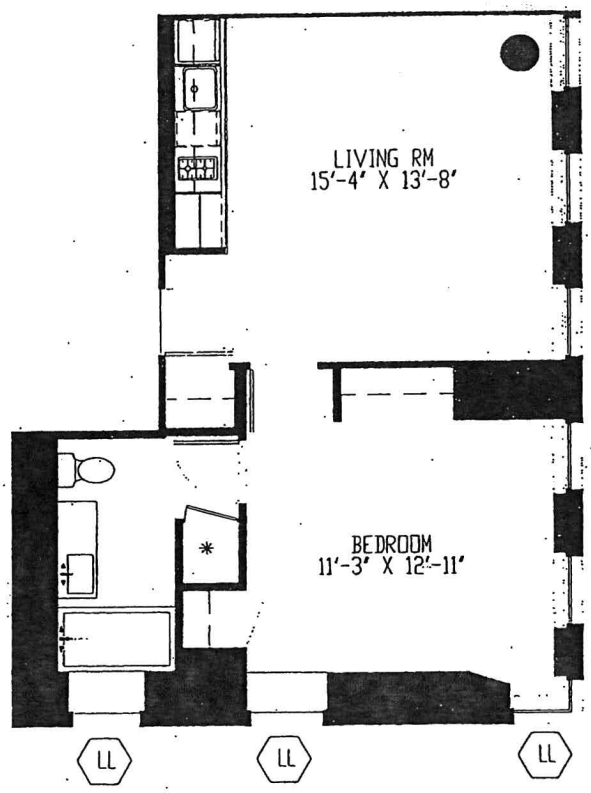
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

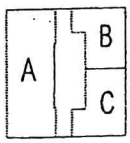
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

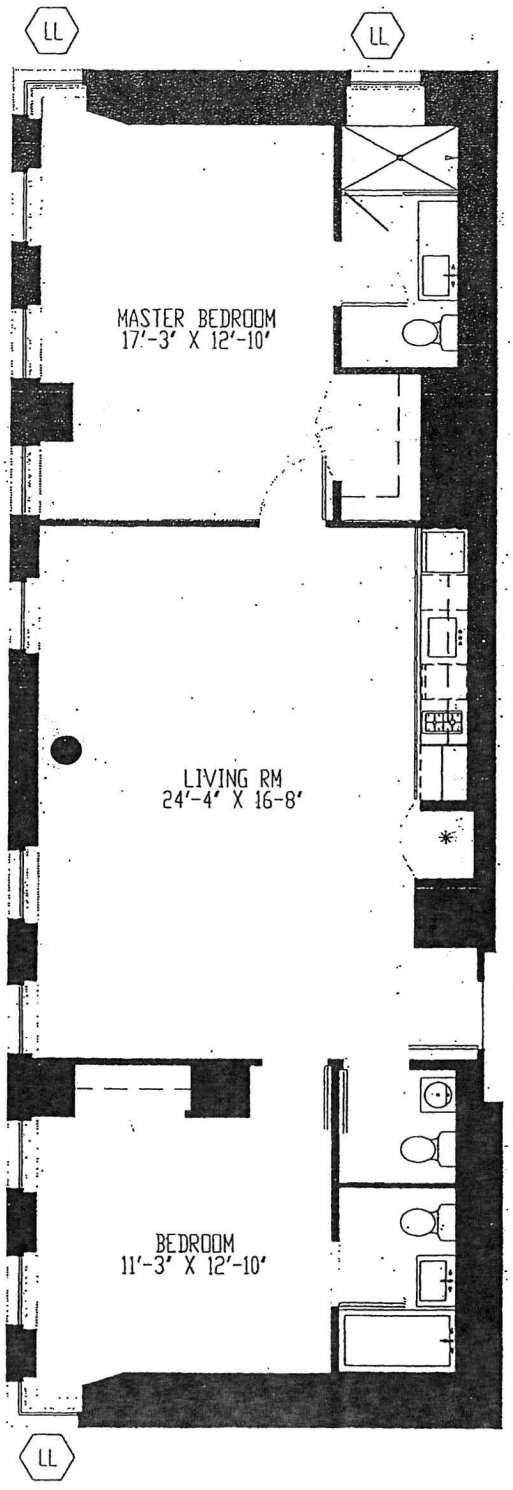
UNIT "C"
33rd FLOOR

1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

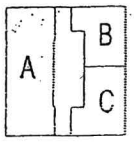
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

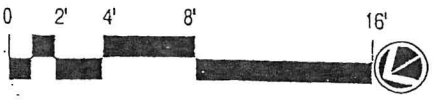


KEY PLAN

UNIT "A"
34th FLOOR

2 BEDROOM - 2 1/2 BATHROOM
APARTMENT AREA : 1260 SF

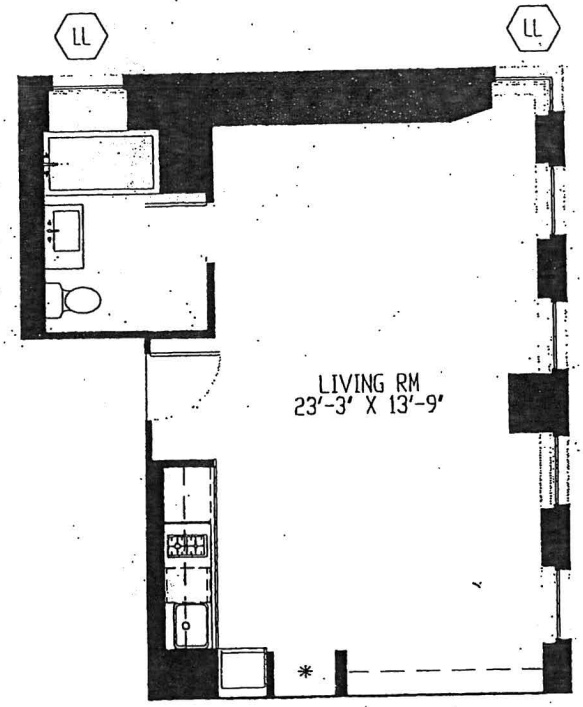
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

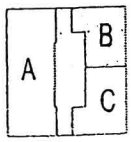
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
34 th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 573 SF

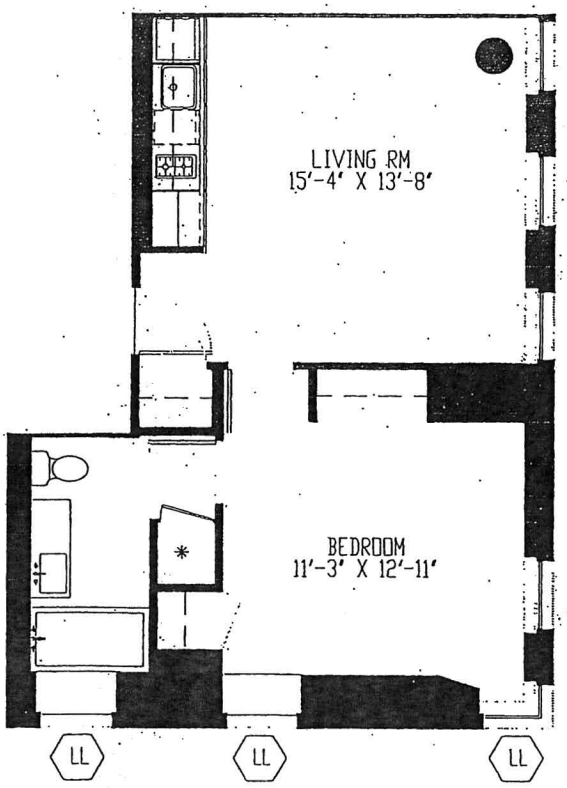
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"

0 2' 4' 8' 16'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

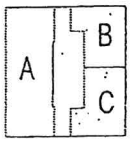
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

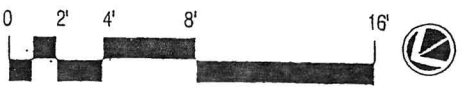
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "C"
34th FLOOR

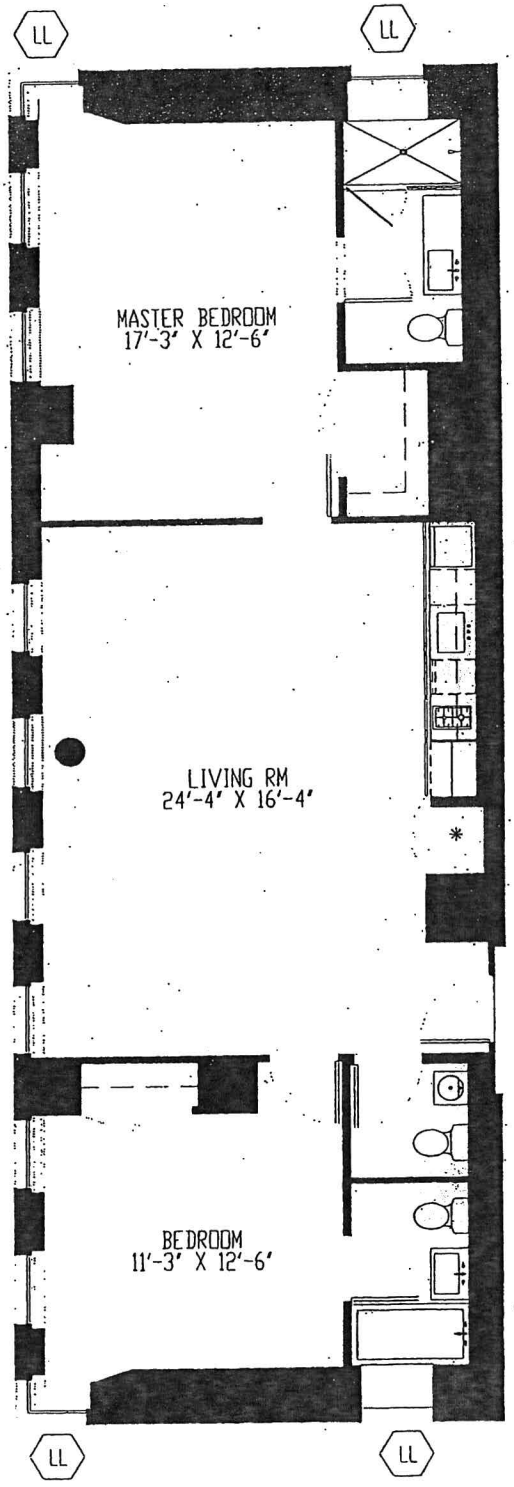
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

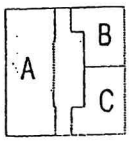
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
35th FLOOR

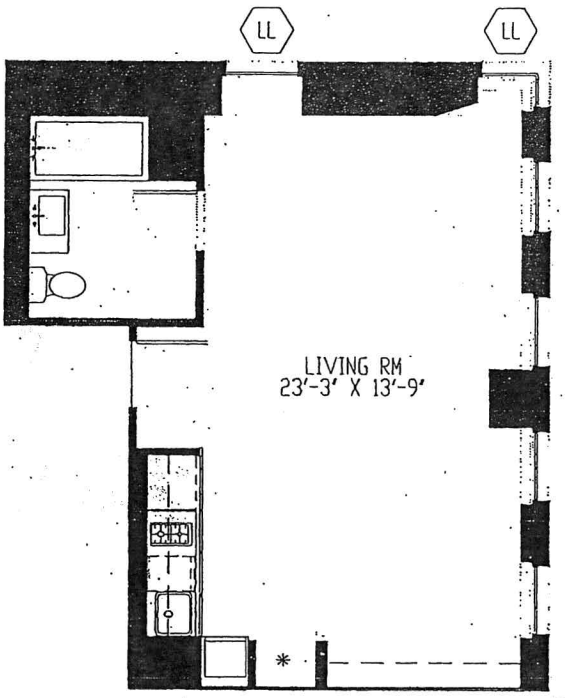
2 BEDROOM - 2 1/2 BATHROOM
APARTMENT AREA : 1241 SF

CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

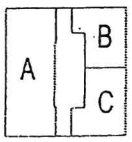
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

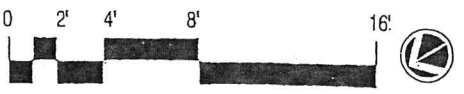


KEY PLAN

UNIT "B"
35th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 573 SF

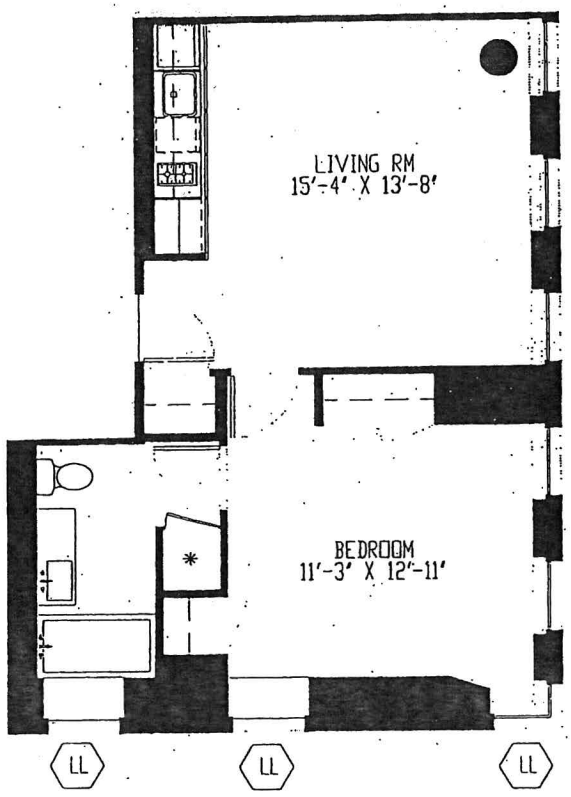
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

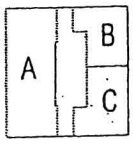
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

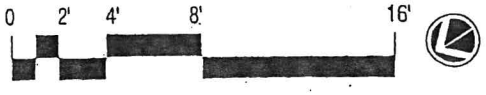
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "C"
35 th FLOOR

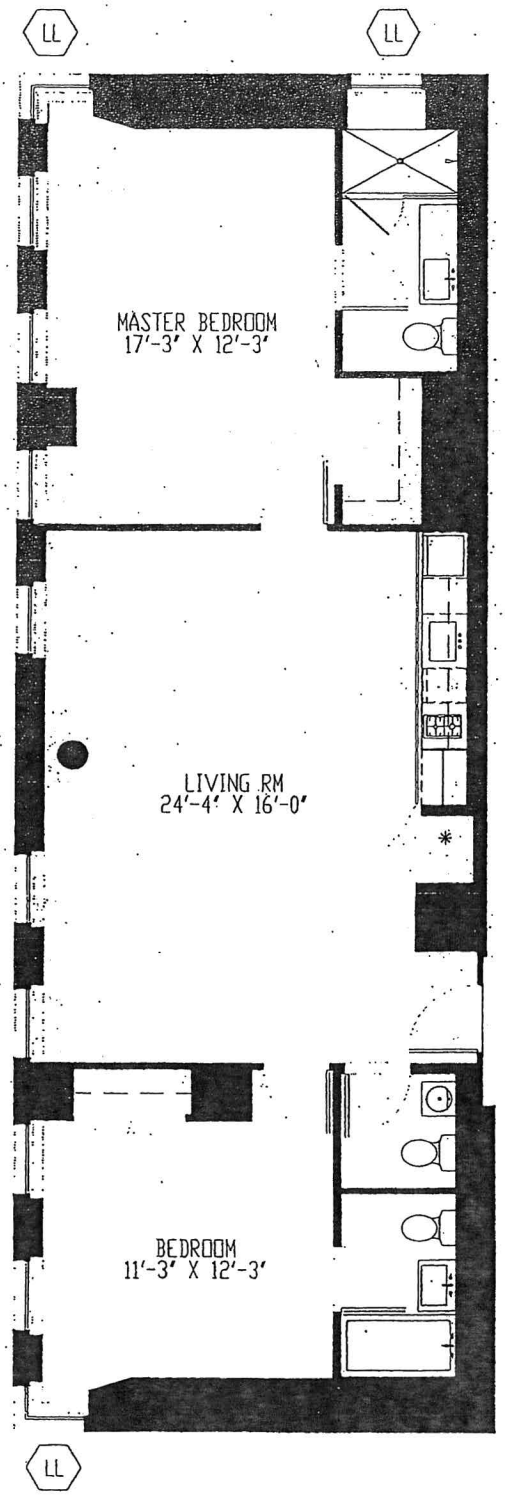
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 650 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

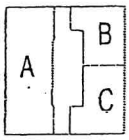
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

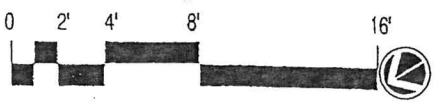


KEY PLAN

UNIT "A"
36 th FLOOR

2 BEDROOM - 2 1/2 BATHROOM
APARTMENT AREA : 1222 SF

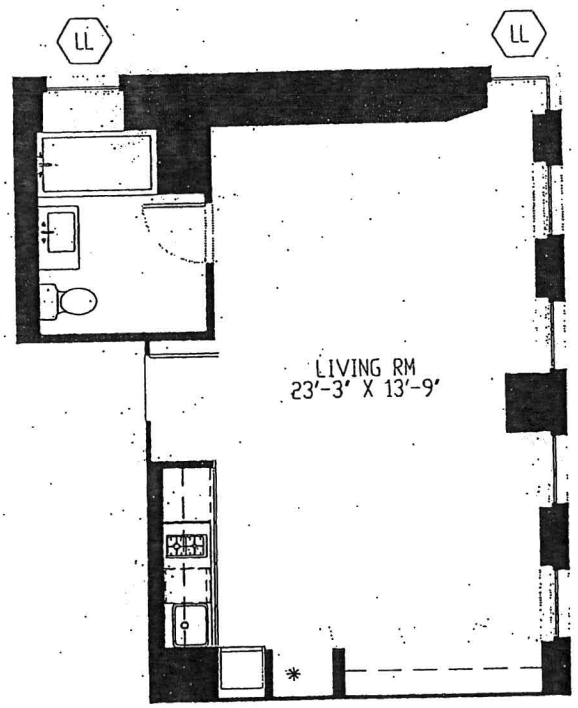
CEILING HEIGHTS: MAX 9'-5", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

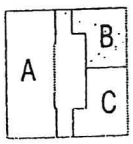
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

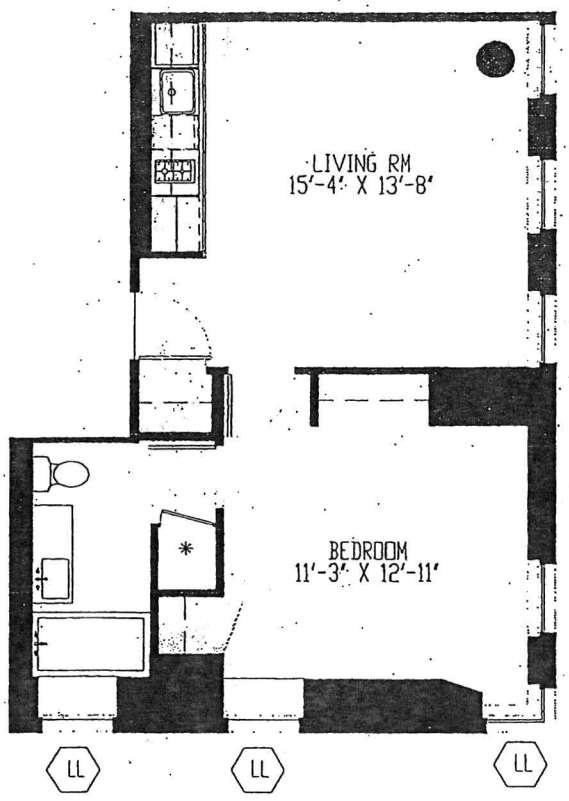
UNIT "B"
36th FLOOR

0 BEDROOM - 1 BATHROOM
APARTMENT AREA : 573 SF
CEILING HEIGHTS: MAX 9'-5", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

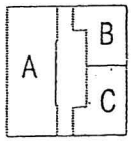
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

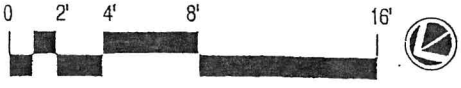
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "C"
36 th FLOOR

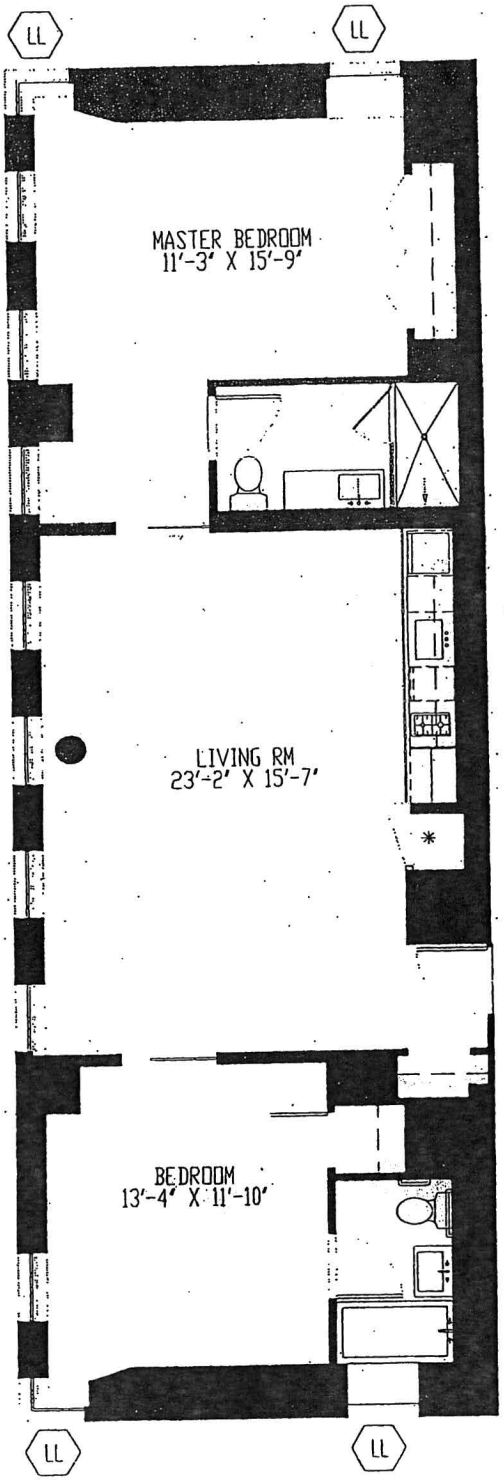
1 BEDROOM - 1 BATHROOM
APARTMENT AREA : 650 SF
CEILING HEIGHTS: MAX. 9'-5", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

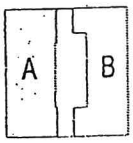
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
37th FLOOR

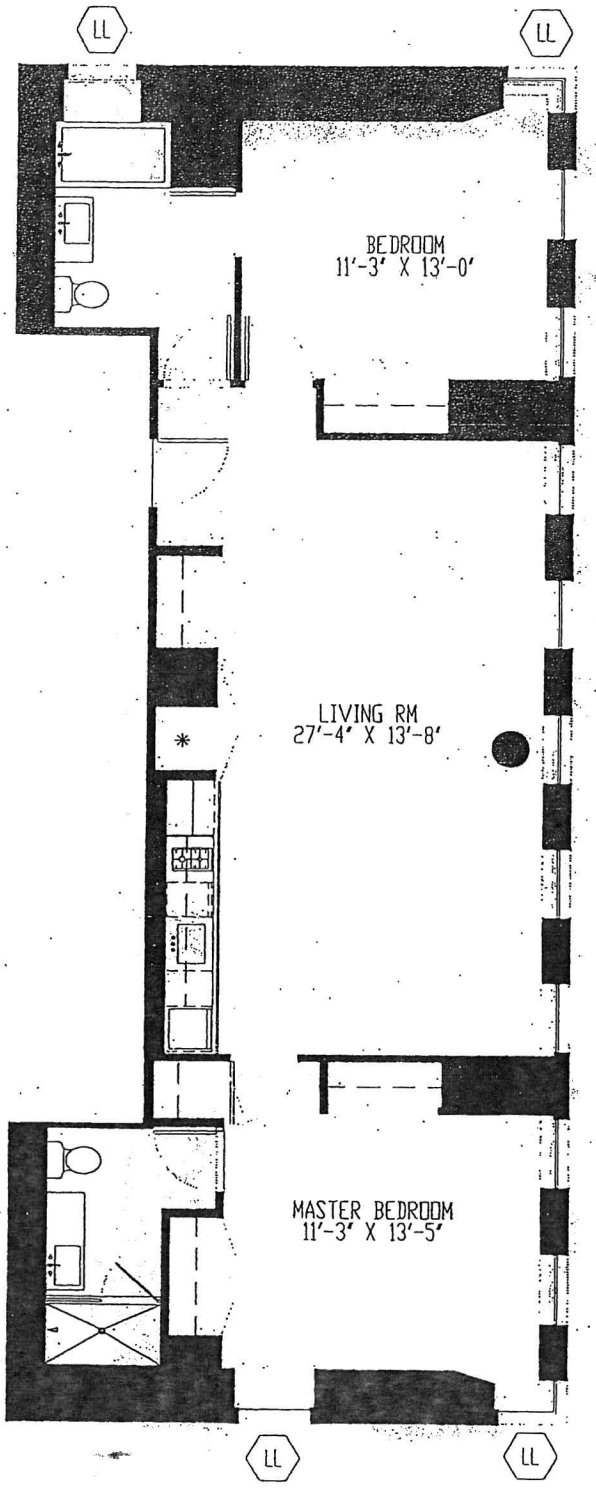
2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1209 SF

CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

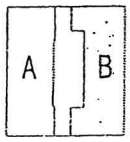
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

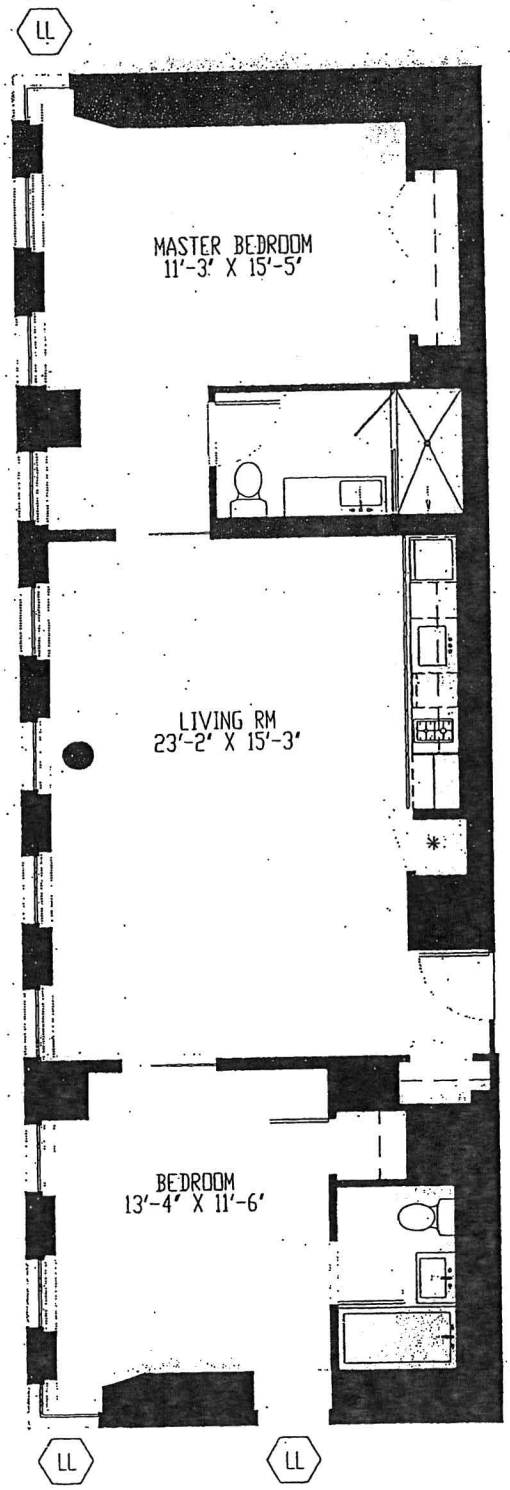
UNIT "B"
37th FLOOR

2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1223 SF
CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

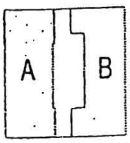
CETRA/RUDDY INCORPORATED.
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
38th FLOOR

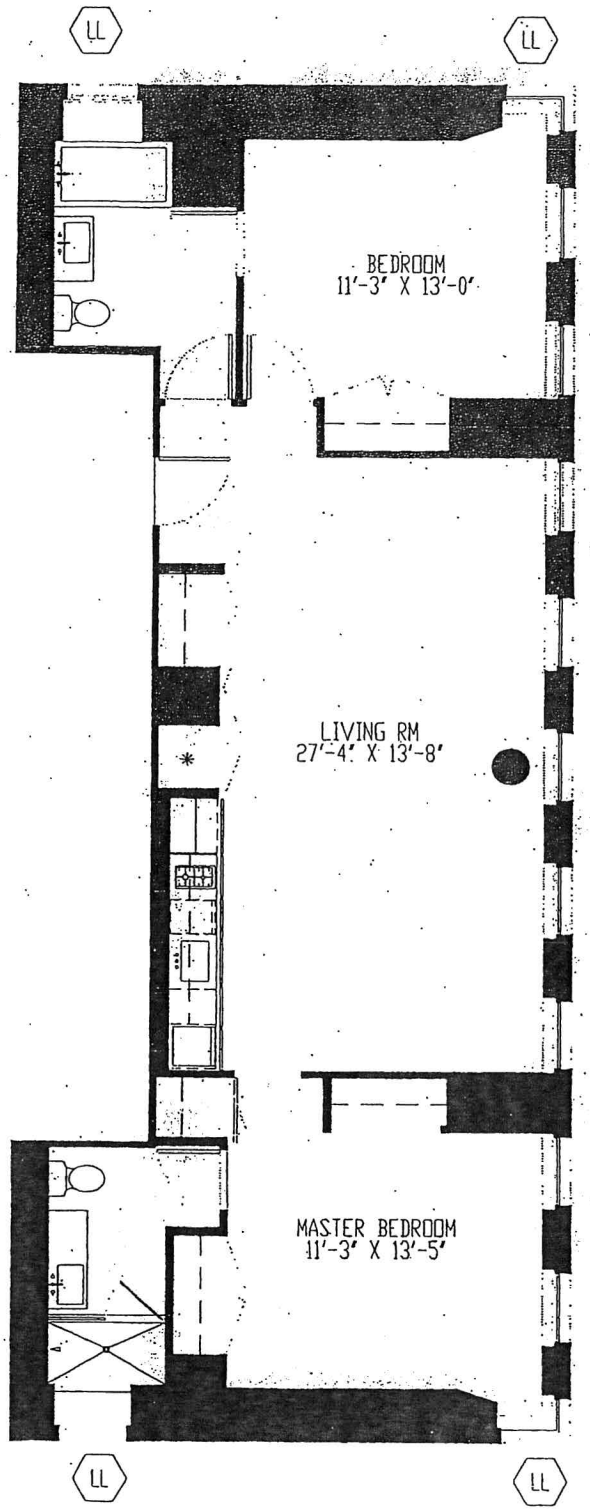
2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1190 SF

CEILING HEIGHTS: MAX 8'-11", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

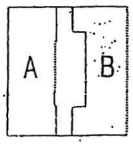
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

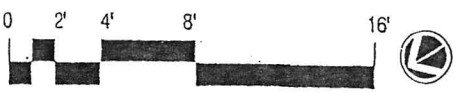
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
38th FLOOR

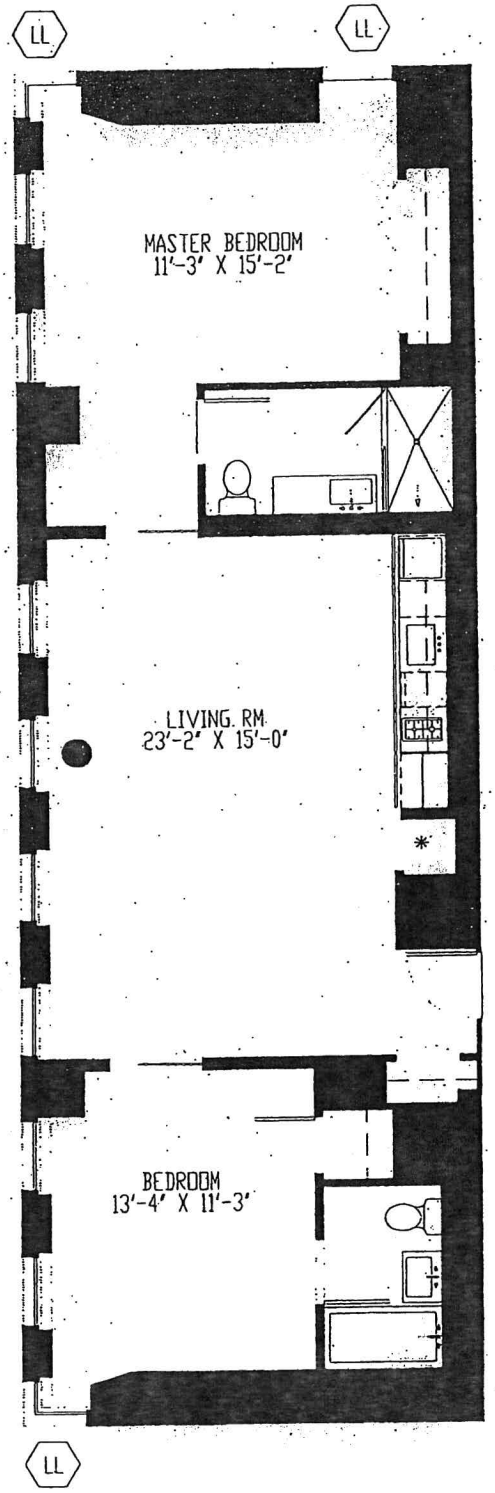
2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1223 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

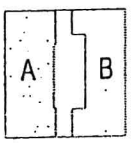
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

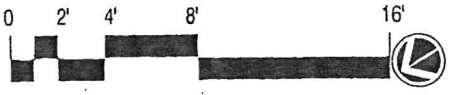


KEY PLAN

UNIT "A"
39th FLOOR

2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1171 SF

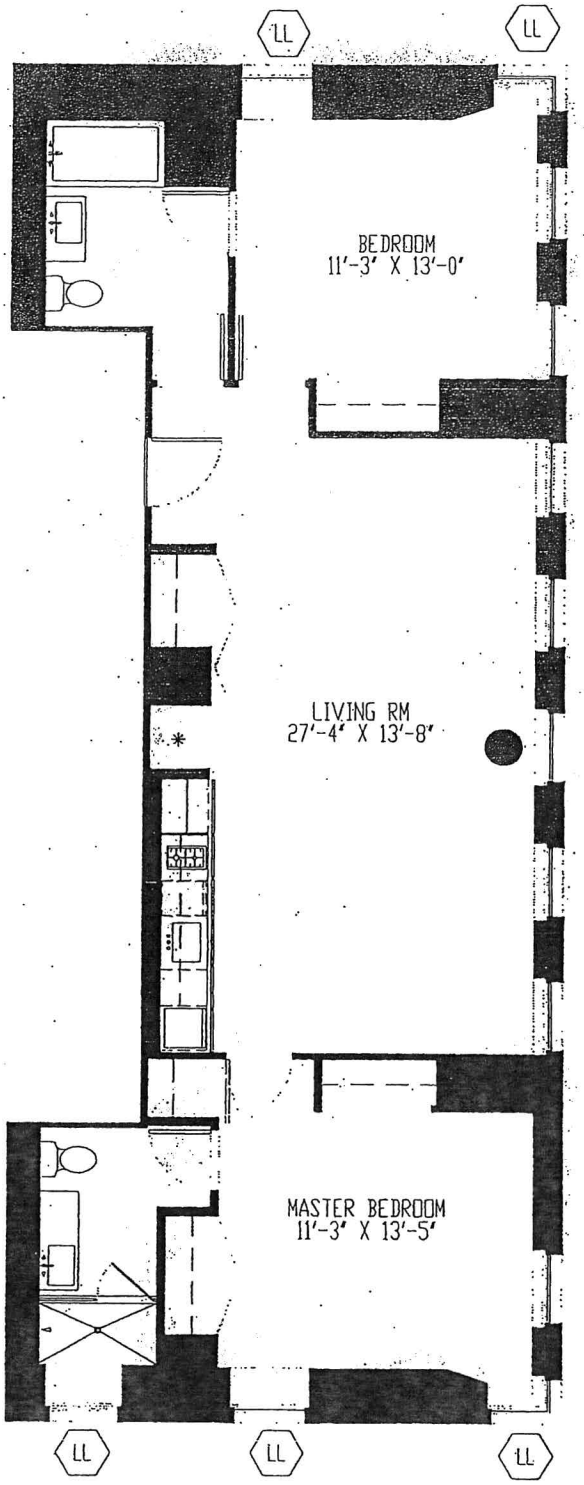
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

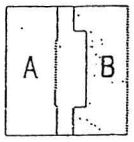
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

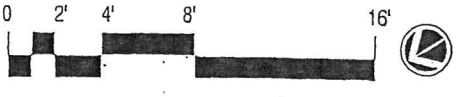
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
39th FLOOR

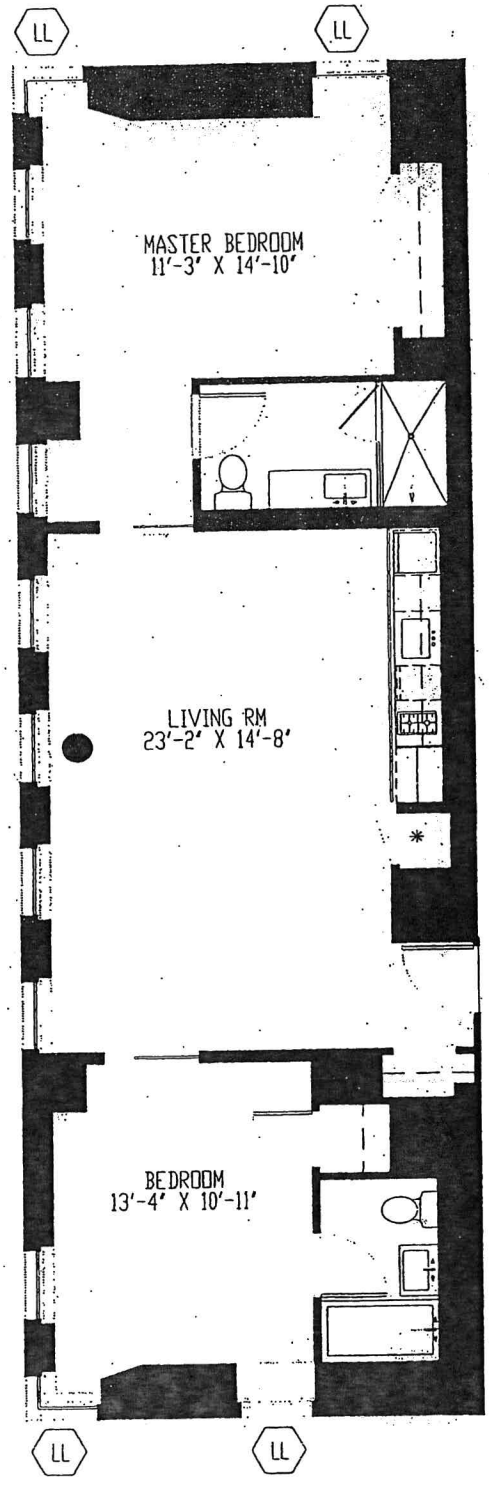
2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1223 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

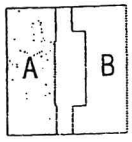
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

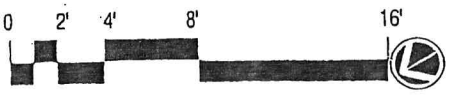
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "A"
40th FLOOR

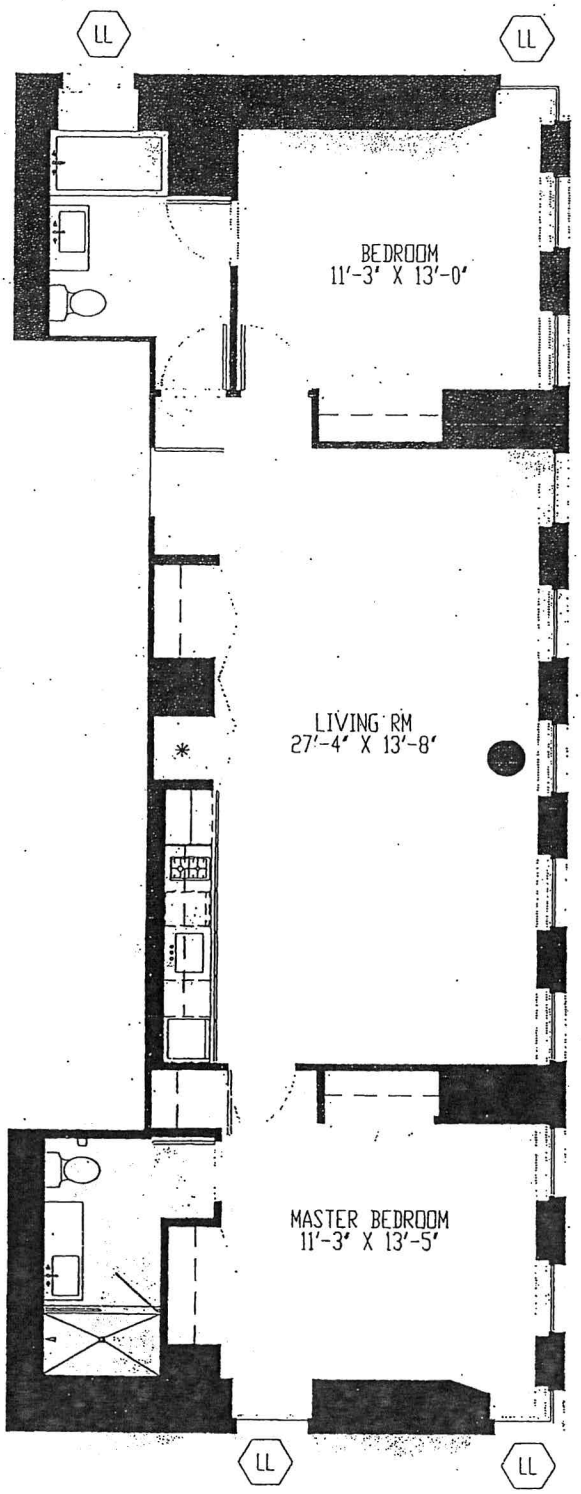
2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1152 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

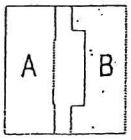
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

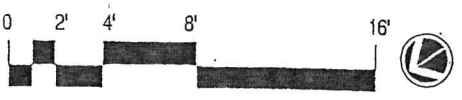
* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT "B"
40th FLOOR

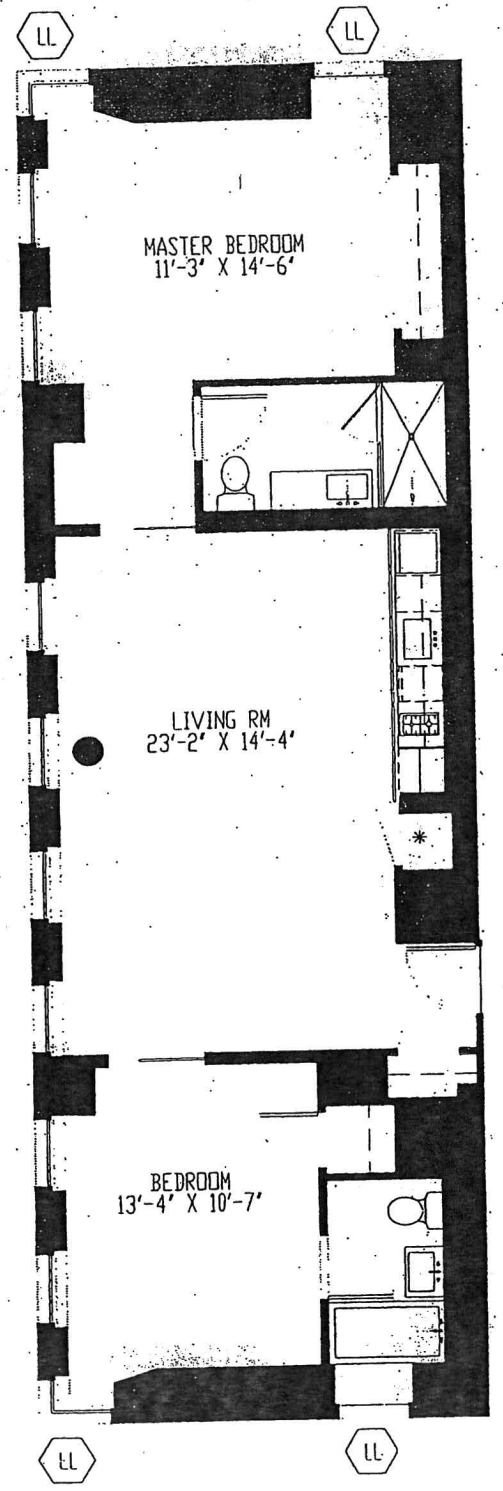
2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1223 SF
CEILING HEIGHTS: MAX. 8'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

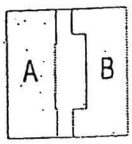
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

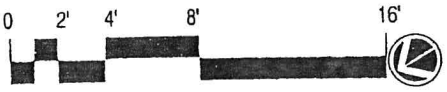


KEY PLAN

UNIT "A"
41st FLOOR

2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1133 SF

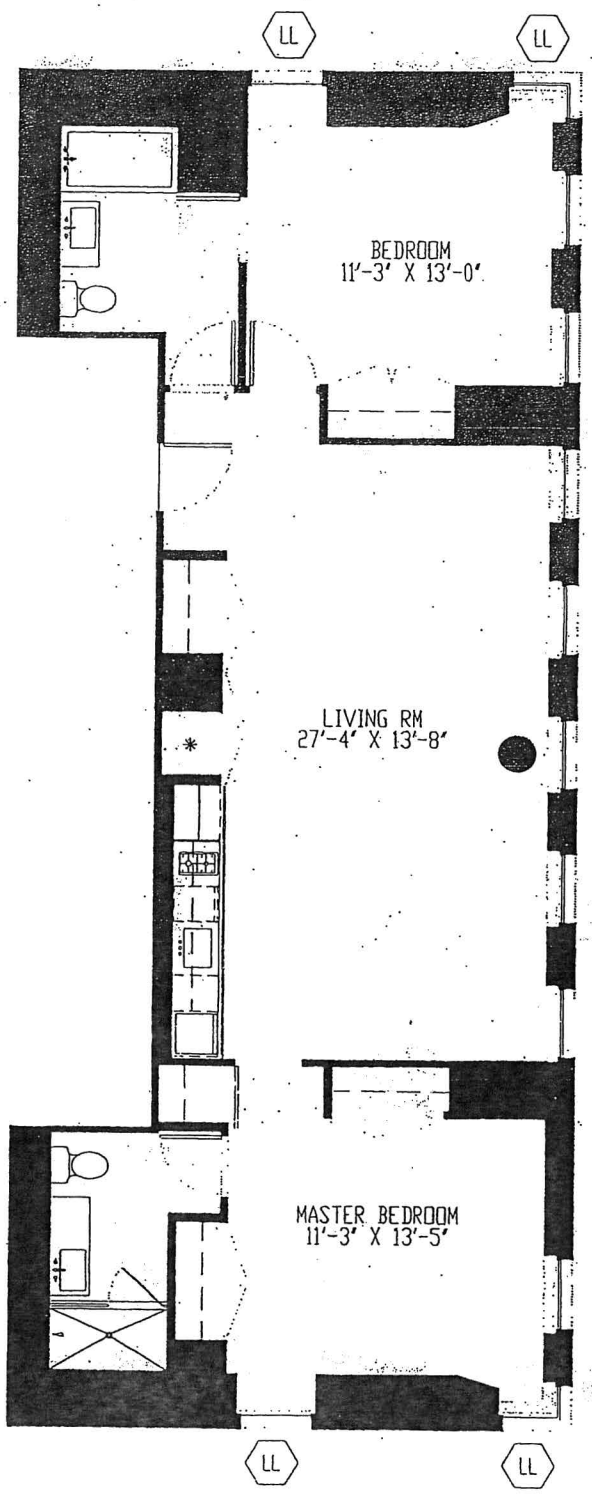
CEILING HEIGHTS: MAX 9'-5", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

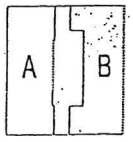
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

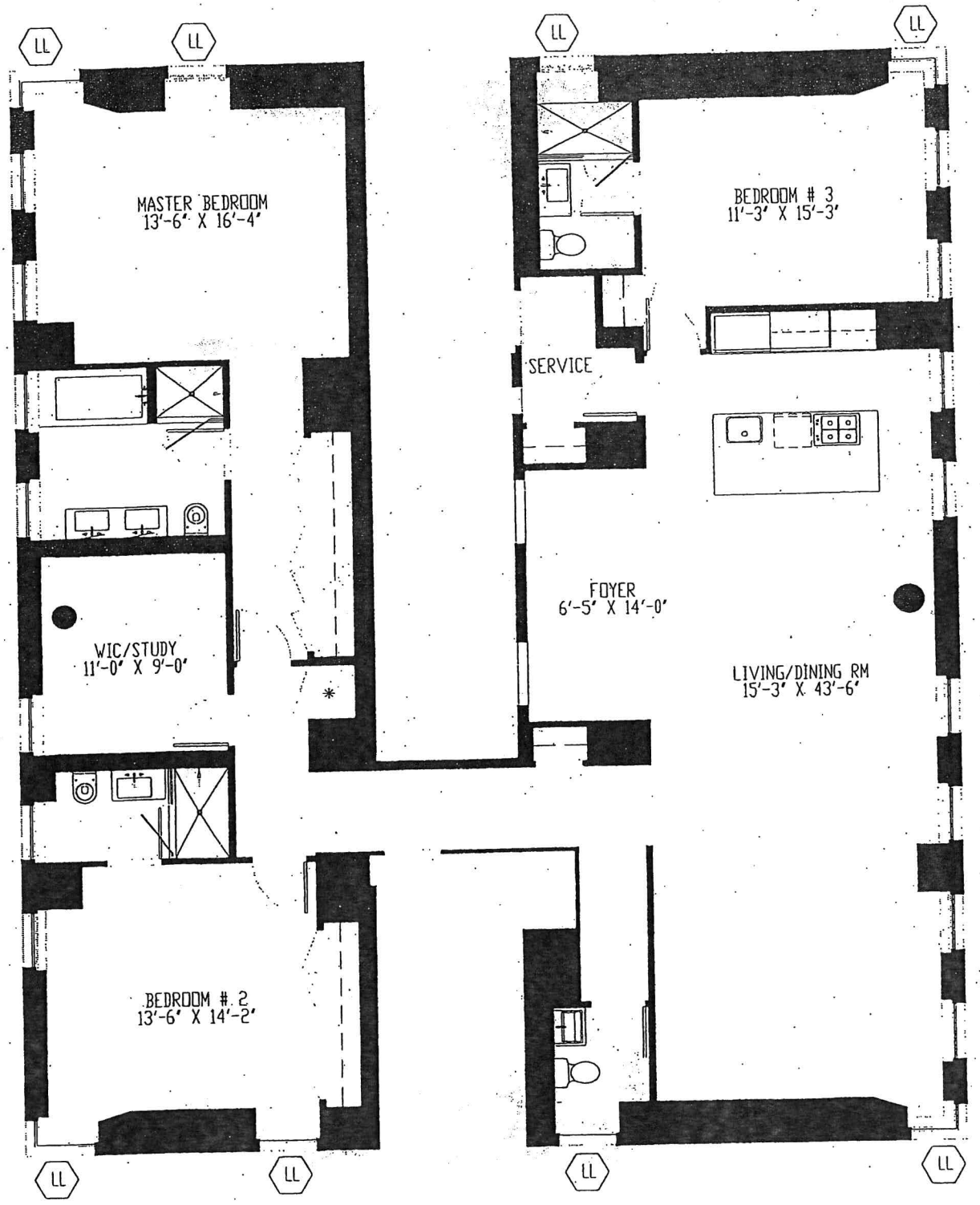
UNIT "B"
41st FLOOR

2 BEDROOM - 2 BATHROOM
APARTMENT AREA : 1223 SF
CEILING HEIGHTS: MAX. 9'-5", MIN. 8'-0"

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

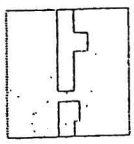
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT " PENTHOUSE A"
42nd FLOOR

3 BEDROOM - STUDY - 3 1/2 BATHROOM
UNIT AREA : 2551 SF

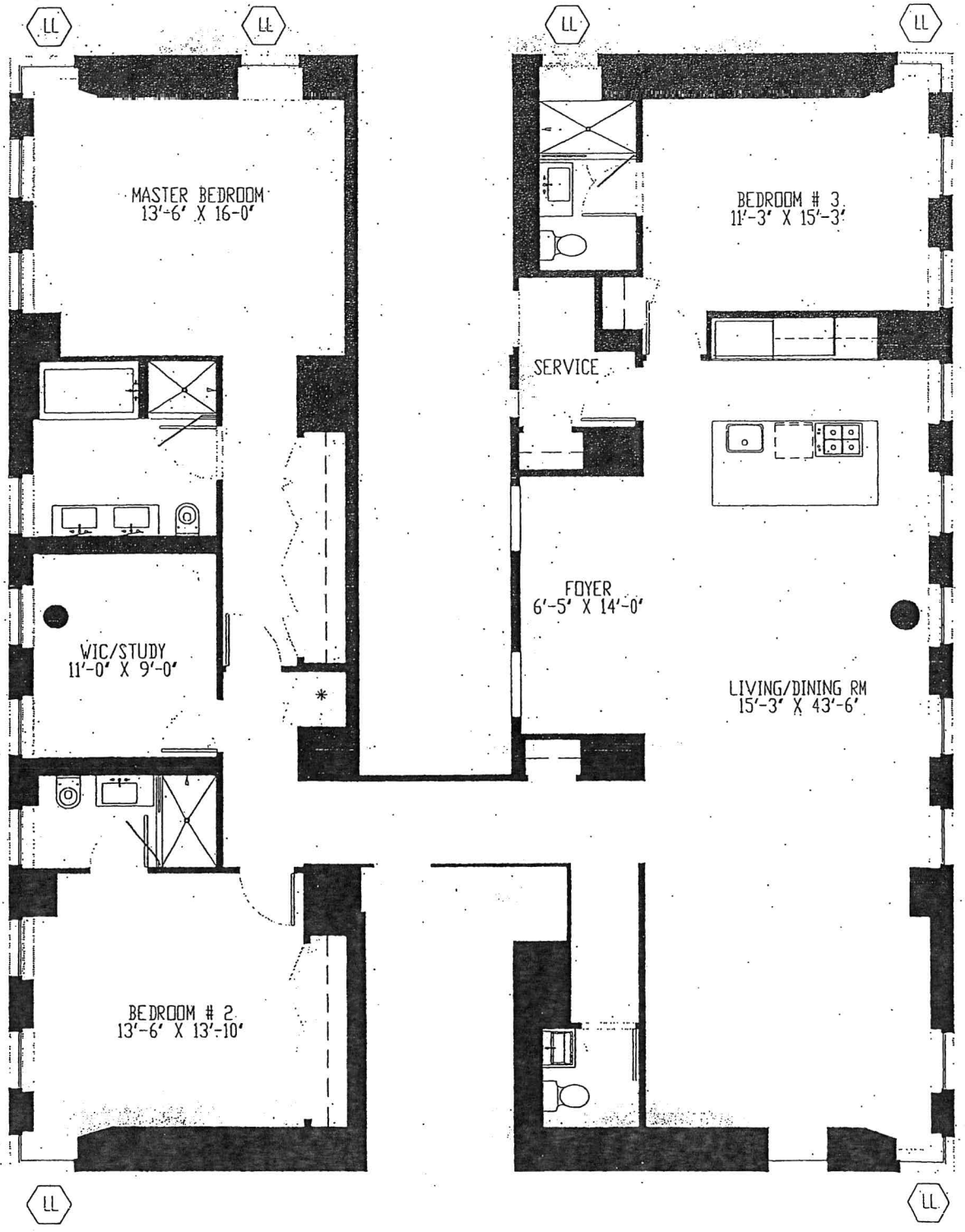
CEILING HEIGHTS: MAX. 9'-11", MIN. 8'-0"

0 2' 4' 8' 16'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

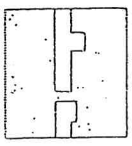
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP



KEY PLAN

UNIT " PENTHOUSE B"
43rd FLOOR

3 BEDROOM - STUDY - 3 1/2 BATHROOM
UNIT AREA : 2530 SF

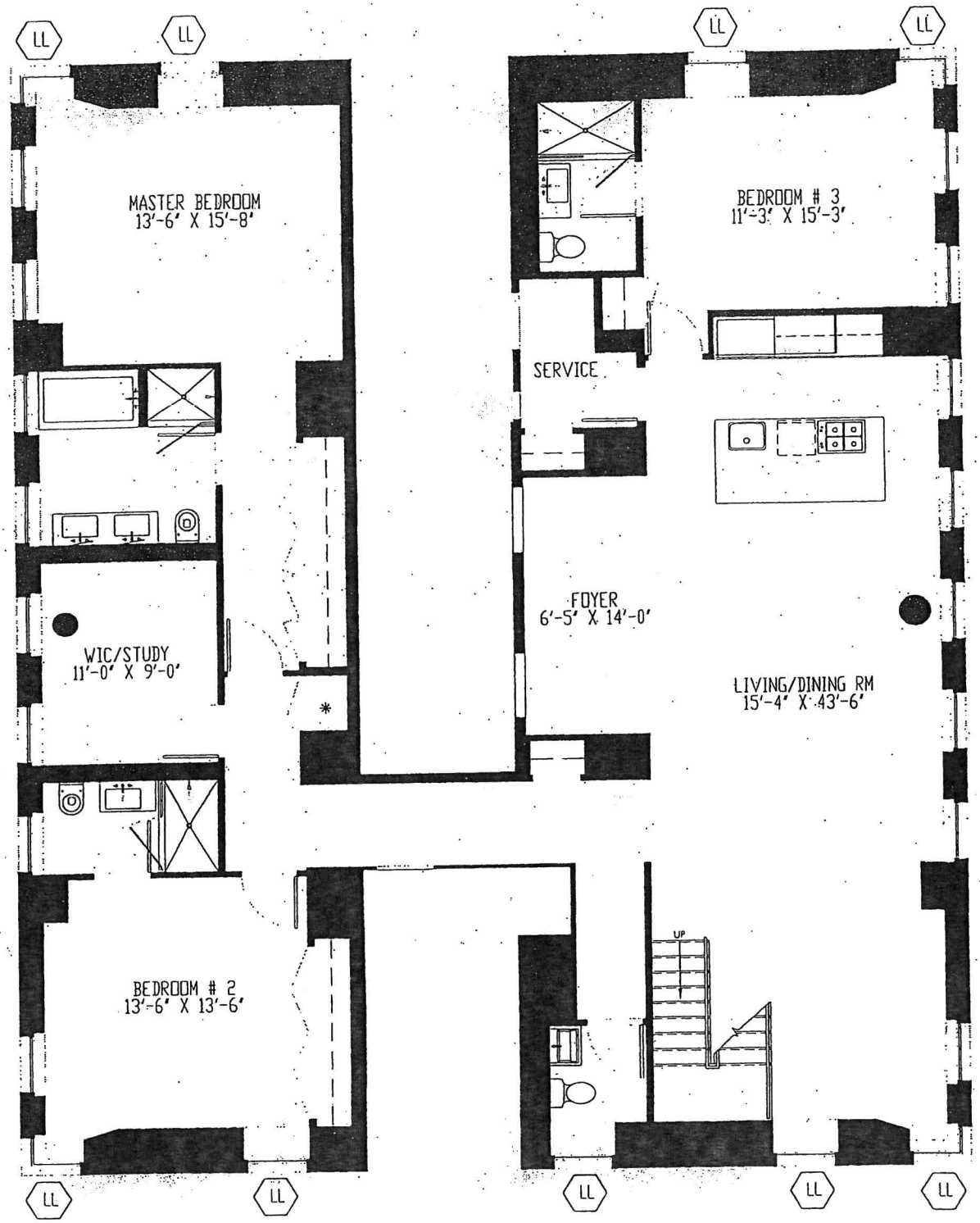
CEILING HEIGHTS: MAX. 9'-11", MIN. 8'-0"

0 2' 4' 8' 16'

CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

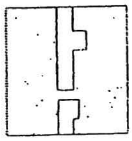
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS. FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

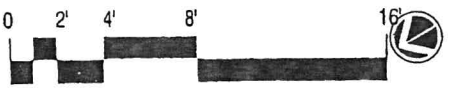


KEY PLAN

UNIT " PENTHOUSE C"
44th FLOOR LOWER LEVEL

4 BEDROOMS - STUDY - 4 1/2 BATHROOM
LOWER LEVEL : 2509 SF
UPPER LEVEL : 531 SF
UNIT AREA: 3040 SF

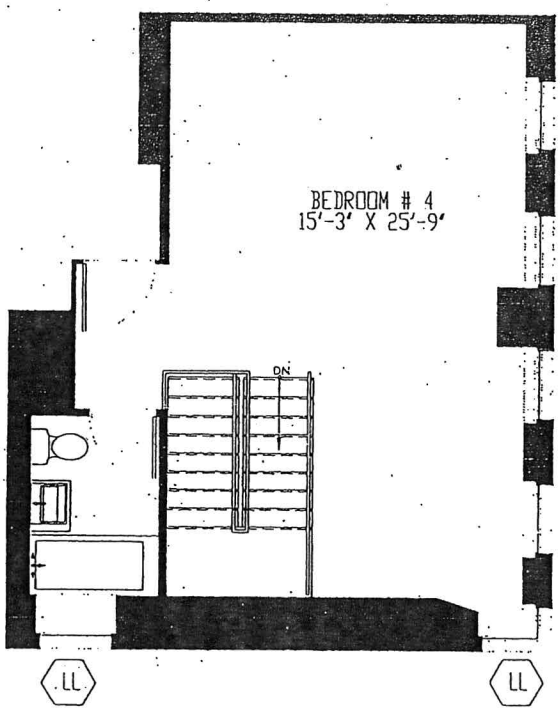
CEILING HEIGHTS: MAX. 9'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

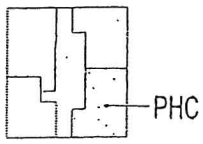
CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



LL LOT LINE WINDOW

* WASHER/ DRYER HOOK-UP

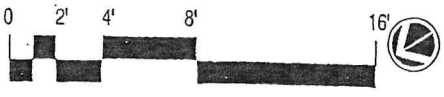


KEY PLAN

UNIT " PENTHOUSE C"
45th FLOOR UPPER LEVEL

4 BEDROOMS - STUDY - 4 1/2 BATHROOM
LOWER LEVEL : 2509 SF
UPPER LEVEL : 531 SF
UNIT AREA: 3040 SF

CEILING HEIGHTS: MAX. 9'-11", MIN. 8'-0"



CASSA NY CONDOMINIUM
66-70 WEST 45TH STREET
NEW YORK, NEW YORK 10036

CETRA/RUDDY INCORPORATED
584 Broadway, Room 401
New York, N.Y. 10012

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

EXHIBIT 6

DECLARATION OF CONDOMINIUM

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as Cassa NY Condominium
New York, New York
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name

CASSA NY CONDOMINIUM
66-70 West 45th Street
New York, New York 10036

Sponsor

Waterscape Resort LLC

Date of Declaration

_____ _, 2008

Block 1260

Lots 68, 69, 169

Borough of Manhattan

When Recorded, Return to:

Kramer Levin Naftalis & Frankel LLP
Attorneys for Sponsor
1177 Avenue of the Americas
New York, New York 10036
Attention: _____, Esq.

INDEX TO DECLARATION

		Page
ARTICLE 1	SUBMISSION OF THE PROPERTY; CONDOMINIUM BY-LAWS; RESIDENTIAL BY-LAWS	1
ARTICLE 2	THE LAND	2
ARTICLE 3	THE PROPERTY	2
ARTICLE 4	THE BUILDING	3
ARTICLE 5	THE UNITS	3
ARTICLE 6	DIMENSIONS OF UNITS; FLOOR AREA	3
ARTICLE 7	COMMON ELEMENTS	4
ARTICLE 8	USE OF UNITS AND COMMON AREA	8
ARTICLE 9	CHANGES IN UNSOLD UNITS	9
ARTICLE 10	CHANGES BY THE COMMERCIAL UNIT OWNERS	10
ARTICLE 11	PERSON TO RECEIVE SERVICE	11
ARTICLE 12	DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS	11
ARTICLE 13	ENCROACHMENTS	11
ARTICLE 14	FACILITIES AND ALL OTHER COMMON ELEMENTS	12
ARTICLE 15	EASEMENTS	12
ARTICLE 16	POWER OF ATTORNEY TO THE CONDOMINIUM BOARD AND THE RESIDENTIAL BOARD	15
ARTICLE 17	ACQUISITIONS OF UNITS BY EACH BOARD	17
ARTICLE 18	COVENANTS RUNNING WITH THE LAND	17
ARTICLE 19	AMENDMENTS OF DECLARATION	18
ARTICLE 20	TERMINATION OF CONDOMINIUM	18
ARTICLE 21	WAIVER	19
ARTICLE 22	CAPTIONS	19
ARTICLE 23	CERTAIN REFERENCES	19
ARTICLE 24	SEVERABILITY	20
ARTICLE 25	COVENANT OF FURTHER ASSURANCES	20
ARTICLE 26	SUCCESSORS AND ASSIGNS	21

Schedule A — The Land 23
Schedule B — Description of Units 27
Schedule C — Condominium By-Laws of Cassa NY Condominium ..... —
Schedule D — Residential By-Laws of Cassa NY Condominium ..... —

DECLARATION

OF

THE CASSA NY CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Waterscape Resort LLC, a Delaware limited liability company, having an office at 15 West 34th Street, New York, New York 10001 (collectively "Sponsor" or "Fee Owner"), does hereby declare as follows:

ARTICLE 1

SUBMISSION OF THE PROPERTY; CONDOMINIUM BY-LAWS; RESIDENTIAL BY-LAWS

1.1 Submission of Property. Sponsor hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as "Cassa NY Condominium" (the "Condominium").

1.2 Development Rights. Excluded from the Property are that portion of the unused floor area development rights that are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") which shall be initially retained by Declarant, which Development Rights may be utilized by Declarant or any party acquiring the same from Declarant (the "Development Rights Purchaser") and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA").

1.3 Condominium By-Laws and Residential By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the Condominium By-Laws of Cassa NY 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 in accordance with the provisions hereof and thereof governing amendments, are hereinafter referred to as the "Condominium By-Laws"). All capitalized terms which are not separately defined herein shall have the meanings given to such terms in the Condominium By-Laws. Annexed to this Declaration as Schedule D and made a part hereof are the Residential By-Laws of Cassa NY Condominium which set forth detailed provisions governing the operation use and occupancy of the Residential Section of the Condominium (said By-Laws, as they may be amended from time

to time in accordance with the provisions hereof and thereof governing amendments are hereinafter referred to as the "Residential By-Laws"). All capitalized terms which are not separately defined herein shall have the meanings given to such terms in the Residential By-Laws.

ARTICLE 2

THE LAND

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"), situate, lying and being in the City, County and State of New York. The Land is owned by Sponsor in fee simple absolute and has an area of approximately 13,876 square feet.

ARTICLE 3

THE PROPERTY

3.1 Included in the Property described in Article 1 is a building (the "Building") containing, in addition to a Lobby, hallways, corridors and other service, utility and mechanical areas: (i) fifty-seven residential units (individually, the "Residential Units" and collectively, the "Residential Section"), located on floor 25 through floor 45 of the Building, and three commercial Units ("Hotel Unit 1", "Hotel Unit 2" and "Commercial Unit 3," collectively the "Commercial Units"). Hotel Unit 1 and Hotel Unit 2 shall initially be operated as a single Hotel. Commercial Unit 3 shall initially be used as a restaurant. Commercial Unit 3 shall be located on cellar level 1 and the ground floor and shall include the rear yard on the ground floor, the staircase between cellar level 1 and the ground floor, the Manager's office, kitchen space, locker rooms on cellar level 2 and the grease traps on cellar level 3. There will be a Fitness Center located on cellar level 2 for the use of Hotel Guests, Residential Unit Owners and their lawful occupants. For the first two years of Condominium Operation, there will be no charge to the Residential Unit Owners for the use of the Fitness Center. Thereafter, the Residential Section and/or the Residential Unit Owners may be charged a membership fee, initiation fee or use fee for the use of the Fitness Center which may be included in the annual budget of the Residential Section and collected from Residential Unit Owners as part of the Common Charges payable by such Owners.

3.1.1 The owner of a Residential Unit is herein called a "Residential Unit Owner" and the owners of all Residential Units are herein collectively called the "Residential Unit Owners".

3.1.2 The owner of a Commercial Unit is herein called a "Commercial Unit Owner" and the owners of all Commercial Units are herein collectively called the "Commercial Unit Owners".

3.1.3 The owner of a Hotel Unit is herein called a "Hotel Unit Owner" and the owners of all Hotel Units are herein collectively called the "Hotel Unit Owners."

3.1.4 The Residential Units and the Commercial Units are sometimes hereinafter referred to as the "Units" and individually as a "Unit." The Residential Unit Owners, and the Commercial Unit Owners, are sometimes hereinafter referred to as the "Unit Owners" and individual as a "Unit Owner."

3.2 The street address of the Property is 66-70 West 45th Street, New York, New York 10036.

ARTICLE 4

THE BUILDING

The Building superstructure is reinforced concrete. Reinforced concrete shear walls provide wind and seismic stabilization for the structure. Foundations are cast-in-place concrete walls on spread footings. The exterior wall of the Building is a curtainwall consisting of a pre-engineered metal stud panel system with a composite metal panel face.

ARTICLE 5

THE UNITS

5.1 The location of each Unit is shown on and is governed by the floor plans of the Building certified by John A. Cetra Architecture, P.C., intended to be filed in the New York County Office of the Register of the City of New York (the "City Register's Office") simultaneously with the recording of this Declaration (as the same may be amended from time to time, the "Floor Plans"). Schedule B annexed hereto and made a part hereof sets forth the following supplementary data with respect to each Unit necessary for the further proper identification thereof: Unit designation; tax lot number; direction in which each Unit faces; approximate square foot area; number of rooms in the residential areas; the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate access; and the proportionate undivided interest in the fee simple absolute (expressed as a percentage) and in the Common Elements appurtenant to such Unit.

ARTICLE 6

DIMENSIONS OF UNITS; FLOOR AREA

The approximate floor area of each Unit has been measured horizontally from the exterior side of the exterior walls (perimeter columns and mechanical pipes/ducts/shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Any common elements located within a unit shall not be considered a part of such unit. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit. Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.

ARTICLE 7

COMMON ELEMENTS

7.1 The Common Elements of the Condominium (the "Common Elements") consist of the entire Property including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all facilities located or contained therein for the common use of the Units and the Unit Owners (except for the Residential Limited Common Elements and Hotel Limited Common Elements, as described below) or which are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Common Elements are comprised of the General Common Elements, the Residential Limited Common Elements and the Hotel Limited Common Elements all of which are described in Sections 7.2 through 7.5 of this Article 7, respectively, subject in all events however to any specific designation for any portion of the Property as may be reflected on the Floor Plans (whether or not consistent with the general descriptions contained in this Article).

7.2 The General Common Elements include those portions of the Building that are designated as "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other parts of the Property (other than those areas and items specifically identified as part of a Unit and/or the Residential Limited Common Elements and Hotel Limited Common Elements) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property. More specifically, the General Common Elements consist of the following (whether or not covered by the preceding sentence):

7.2.1 The Land, together with all easements, rights and privileges appurtenant thereto.

7.2.2 All structural elements, foundations, foundation walls, main roof and all building roofs including the bulkhead level, footings, columns, girders, beams, supports, interior load-bearing walls, exterior wall system of the Building (a windowall system with aluminum slab covers or a panel system with aluminum slab and column covers), floor slabs and ceilings (when they contain common element mechanical systems and are made of two hour fire rated construction).

7.2.3 All structures on the roof (including the bulkhead level), including without limitation, the cooling tower including the structure provided for the cooling towers and water storage tank and the boiler on the main roof in the mechanical room, and all platforms, supports and structures erected, to be erected, or which may be erected by or on behalf of Sponsor or its designee for the purpose of installing antennae, satellite dishes, and other communications equipment based on all current and future technologies.

7.2.4 All halls, passages and corridors, storage rooms (but not including storage areas marked as limited Common Elements of a particular unit or the residential section on the floor plans) housekeeping areas (but not including the housekeeping office on cellar level 3), mechanical and other rooms, all fire staircases, landings and stairs, areas and spaces

(including their respective floors, ceilings and enclosing walls) located in the Building, serving or benefiting all or any combination of any other Unit or Units.

7.2.5 Ventilation supply system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping.

7.2.6 Hot water and condenser water systems.

7.2.7 Refuse chute.

7.2.8 The Lobby.

7.2.9 Floors 6 and 7 of the Building, which will house the Building's mechanical equipment.

7.2.10 All enclosing walls and doors and all mechanical equipment and associated piping and controls and all utilities and mechanical and electrical transfers and equipment serving or benefiting all or any combination of any other Unit or Units.

7.2.11 All electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, excluding, however, all such items located within a Unit and serving only that Unit.

7.2.12 All plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing hot water and chilled water (including pumps, valves, pressure reducers, meters, water heaters and chillers and boilers), excluding, however, all such items located within a Unit and serving only that Unit.

7.2.13 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit.

7.2.14 All electric service rooms, gas and water meter rooms, generator rooms, building storage rooms, washrooms, locker rooms, telephone rooms, elevator machine rooms and other service, mechanical and utility rooms serving or benefiting all or any combination of any other Unit or Units.

7.2.15 The service elevator and the passenger elevators, including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities.

7.2.16 All other parts, systems, installations and facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all or any combination of the Units.

7.2.17 All other parts of the Property either existing for the common use of all or any combination of the Units or Unit Owners or that serve or benefit or are necessary or

convenient for the existence, maintenance, operation or safety of the Property or all or any combination of the Units or Unit Owners.

7.2.18 All emergency generator rooms, elevator pit/runbys, compactor room, uniform room, workshops, maintenance storage, maintenance offices, locker rooms, engine room, pump room, electrical vault and all mechanical equipment serving same.

7.2.19 All loading/receiving areas, egress stairs and corridors and all associated mechanical equipment serving same; and the exterior space at the Building entries consisting of any stairs, railings, lighting and other electrical equipment, marquees and ornamental fixtures, planters and other freestanding structures; excluding, in all instances, such of these as only serve any Unit or Units or Unit Owner or Unit Owners.

7.2.20 Enclosing walls and doors surrounding mechanical equipment; all utilities and mechanical and electrical transfers and equipment used for all or any combination of the Units.

7.2.21 With respect to the rooftop and the bulkhead level, egress stairs, elevator machine rooms, house tank rooms and their enclosing walls and doors and all mechanical equipment serving same.

7.2.22 Smoke detection, alarm system, sprinkler system, fire pump; telephone system and cable television system, except as located within an individual Unit.

7.2.23 All security monitors and equipment and other security facilities serving or benefiting all or any combination of the Units.

7.2.24 The Common Elements also include the installations, equipment, apparatus, facilities, exterior walls, interior walls, doors, partitions, floors, roofs, ceilings, hallways, corridors and vestibules that enclose or service any one of the Units but are not part of such Unit.

7.2.25 Whether or not specifically identified as part of the General Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all Equipment existing in the Building or on the Property (other than those areas and items specifically identified on the Floor Plans as part of a Unit) the common use of and/or benefit from which is necessary or convenient for the existence, maintenance, operation or safety of the Property.

7.3 The Residential Limited Common Elements consist of those portions of the Property designated on the Floor Plans as Residential Limited Common Elements; and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or exclusively benefit all or a combination of the Residential Units or the Residential Unit Owners whether or not designated as Residential Limited Common Elements (or designated at all) on the Floor Plans (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers). The Residential Limited Common Elements include, without limitation:

7.3.1 Residential Lounge and Terrace located on the North Side of the 8th Floor.

7.3.2 Those stairs and stairways in the Building shown on the Floor Plans as Residential Limited Common Elements (and excluding those stairs, stairways and fire stairways in the Building shown on the Floor Plans as constituting part of another Common Element or Unit);

7.3.3 All passages, corridors, Building storage rooms, housekeeping areas, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Residential Section of the Building and/or which exclusively serve or benefit the Residential Units and are not part of any Unit;

7.3.4 All other building storage rooms, locker rooms, telephone rooms, and other service, mechanical and utility rooms, and all other equipment existing in the Building or on the Property which exclusively serves or exclusively benefits all or a combination of the Residential Units or the Residential Unit Owners;

7.3.5 Those portions of the various systems of the Building from and after the point at which such systems are no longer part of the "Building Systems" by virtue of their exclusive service, beyond such point, to the Residential Section; and

7.3.6 The Storage Bins located on cellar level 3;

7.3.7 The Compactor Room located on cellar level 2;

7.3.8 The package storage area in the lobby on the ground floor.

7.4 The Hotel Limited Common Elements consist of those portions of the Property designated on the Floor Plans as Hotel Limited Common Elements; and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or exclusively benefit all or a combination of the Hotel Units or the Hotel Unit owners whether or not designated as Hotel Limited Common Elements (or designated at all) on the Floor Plans (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers). The Hotel Limited Common Elements include, without limitation:

7.4.1 The Hotel Amenity and Terrace located on the South side of the 8th Floor.

7.4.2 The linen room, janitor storage, general storage, engineer's office and storage, general manager's office, executive offices, locker rooms and water closets, all of which are located on Cellar Level 3;

7.4.3 The trash, storage facilities and Fitness Center, all of which are located on Cellar Level 2;

7.4.4 The luggage storage and offices located on the ground floor.

ARTICLE 8

USE OF UNITS AND COMMON AREA

8.1 As more particularly set forth and described in the Condominium By-Laws and the Residential By-Laws, except as otherwise herein and in the Condominium By-Laws and the Residential By-Laws or by applicable law or court order expressly provided, Residential Units may be used only for residential purposes and, subject to compliance with the By-Laws, for a lawful home occupation. Residential Units may be owned or leased by an individual, corporation, partnership limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments). Residential Units may not be leased by Unit Owners to tenants for a lease term of less than six (6) months. Residential Units may only be occupied by (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership, which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company, which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the individual designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit, including, without limitation, as part of a travel club or any enterprise having similar attributes; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Residential Units may only be leased in accordance with the Residential By-Laws and the Rules and Regulations.

8.2 Notwithstanding the foregoing or anything contained herein, in the Condominium By-Laws, the Residential By-Laws, or the Rules and Regulations to the contrary, Sponsor or its designee may, without the permission of the Residential Board or the Condominium Board use or grant permission for the use of any Unsold Unit (as hereinafter defined) for any purpose, including, but not limited to, the use of any Unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations as to any such use.

8.3 Commercial Units may be operated for any legally permitted purpose, including, without limitation, retail, hotel, restaurant, banking, commercial, office, storage, garage, residential and utility purposes. No Commercial Unit may be used as a pornography store, massage parlor, drug treatment facility or homeless shelter. No income derived from any use of any Commercial Unit will constitute income to the Condominium Board, the Residential Board or any other Unit Owner.

8.4 Except as otherwise provided in the Condominium By-Laws and Residential By-Laws: (i) the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited; and (ii) Terraces may be used only for purposes commensurate with the uses permitted of the Units to which they are appurtenant.

(a) Subject to any easements (exclusive or otherwise) and/or rights of access provided in this Declaration with respect to the Common Elements, neither the Condominium Board, Residential Board nor any Unit Owner shall impede the exercise of or encroach upon the rights of the other Unit Owners or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

(b) No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All Legal Requirements relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owners or the Board shall have the obligation pursuant to the Condominium By-Laws, the Residential By-Laws or this Declaration to maintain or repair such portion of the Property.

ARTICLE 9

CHANGES IN UNSOLD UNITS

Except to the extent prohibited by applicable Legal Requirements and subject to the Condominium By-Laws, Sponsor or its designee shall have the right, at any time and from time to time, without prior notice and without the vote or consent of the Condominium Board, Residential Board or any other Unit Owner or any mortgagee to: (a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Units ("the Unsold Units") at the time owned by Sponsor or its designee (the term "Sponsor," or similar term, as used in this Declaration and in other Condominium documents, shall mean any affiliate* of Sponsor); (b) change the layout of, or number of rooms in, any Unsold Unit from time to time; (c) change the size and/or number of Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Units, and/or incorporating within any Unsold Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required to be maintained as Common Elements based upon such alterations); (d) if appropriate, reapportion percentage Common Interest among the Unsold Units affected by any such change in size or number pursuant to the preceding clause, and (e) their percentage interests in the Common Elements;

---

* As used in this Declaration and the By-Laws, an affiliate of Sponsor shall be deemed to be a person or entity who or which (i) owns 25% or more of the legal or beneficial interest of Sponsor, or (ii) an entity with respect to which Sponsor owns 25% or more of the legal or beneficial interest.

provided, such changes are in compliance with Section 339 of the New York Condominium Act and, that the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto in writing. The provisions of this Article 9 may not be added to, amended, modified or deleted without the prior written consent of Sponsor or its designee.** Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, have 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. The certification referred to herein shall be delivered, at Sponsor's election, by Sponsor, the managing agent of the Condominium (the "Managing Agent") or any other person reasonably acceptable to the Board, in the case of any Unsold Unit, and by either the Managing Agent or any other person reasonably acceptable to the Board, in the case of any other Unit.

ARTICLE 10

CHANGES BY THE COMMERCIAL UNIT OWNERS

10.1 Except to the extent prohibited by law, each of the Commercial Unit Owners shall have the right, without the vote or consent of the Condominium Board, Residential Board, the Managing Agent or any other Unit Owner to: (a) mortgage or otherwise hypothecate its Unit: (b) decorate or make alterations, additions or improvements, in, to and upon its Commercial Unit (provided, however, that such Commercial Unit Owner, if other than Sponsor or its designee, must obtain the prior consent of the Board, which consent shall not be unreasonably withheld, to any alterations, additions or improvements to its Commercial Unit which would affect the structural, mechanical, electrical or plumbing elements of the building or the exterior appearance of the building); (c) change the layout of, or number of rooms in, its Commercial Unit from time to time; (d) change the size of its Commercial Unit by subdividing the same into any desired number of condominium units (or by combining any units resulting from each such subdivision); and (e) reapportion among the newly created condominium units resulting from any subdivisions (or combination) their percentage interests in the Common Elements, provided such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act; provided, however, that (1) the percentage interest in the Common Elements of any Unit owned by any other Unit Owner shall not be changed by reason thereof, unless the owner of such Units shall consent thereto, and (2) such Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall hold the Condominium Board, the Residential Board and all other Unit Owners harmless from any liability arising from any such decoration, alteration, addition, improvement, change, designation or reapportionment.

** Wherever the consent, approval or satisfaction of Sponsor or its designee is required under this Declaration or the By-Laws, such consent, approval or satisfaction shall not be required when there are no Unsold Units.

10.2 The Commercial Unit Owners shall each have the right with regard to its Unit to amend the Declaration in order to reflect changes as set forth above in paragraph 10.1, or to cause the Board to do so. If any of the Commercial Units are subdivided or combined, the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Condominium Board, Residential Board or other Unit Owners) set forth above in paragraph 10.1, described as pertaining to the Unit Owner of the original Commercial Unit or Units in question.

ARTICLE 11

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York (the "Secretary of State") is hereby designated to receive service of process in any action which may be brought against the Condominium or the Board. The Condominium and the Board shall each notify the Secretary of State of the address to which a copy of any process received should be mailed.

ARTICLE 12

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

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

ARTICLE 13

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or (c) any encroachment shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration made to the Common Elements in accordance with the terms of this Declaration, and the Condominium By-Laws by, or with the consent (when required by the Condominium By-Laws), of the Condominium Board, or made by Sponsor or its designee, as the case may be, 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 (or during any period in which it is being rebuilt or restored, in accordance with the Condominium By-Laws, following any such fire or other casualty, taking or eminent domain

proceeding); provided that in the case of any such encroachment described in subparagraph c (ii) or (iii) above, such encroachment does not unreasonably interfere with the use of any of the Units for their permitted purposes and/or the use of the Common Elements for their intended purposes.

ARTICLE 14

FACILITIES AND ALL OTHER COMMON ELEMENTS

Except as may otherwise be expressly set forth herein or in the Condominium By-Laws, each Unit Owner shall have, and is hereby granted, in common with all other Unit Owners, an easement to use any and all Common Elements (excluding the Residential Limited Common Elements and the Hotel Limited Common Elements) located anywhere on the Property without hindering the exercise of or encroaching upon the rights of the other Unit Owners in respect of such easement. Each Unit shall be subject to an easement in favor of the Condominium Board, on behalf of all Unit Owners, to use, operate, maintain, repair, alter, rebuild, restore and replace all Common Elements located in such Unit or elsewhere on the Property. In addition, Sponsor (or its designee) and the Condominium Board shall have the right to erect scaffolding on or upon any of the Terraces for a temporary period of time in connection with maintenance and repairs of the Building and its Common Elements. The Condominium Board and any managing agent, manager and other persons authorized by the Condominium Board shall have a right of access to each Unit and any Limited Common Element appurtenant to such Unit, if any, whether exclusive or not, (and such is hereby granted) to inspect the same or remove violations of governmental laws or regulations against any part of the Property; to cure defaults by the owner of such Unit under the Condominium By-Laws, this Declaration or the Rules of Regulations; to perform maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical systems or other portions of the Common Elements (including, without limitation, all Residential Limited Common Elements and Hotel Limited Common Elements) contained therein or elsewhere in the Property; or correcting any conditions originating in any Unit and threatening another Unit or any Common Element; provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of any "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 15

EASEMENTS

15.1 Each Unit Owner shall have, in common with all other Unit Owners, and each Unit shall be subject to, an easement: (a) to install, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property; and (b) to maintain any encroachment on any Unit or the Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units or the Common Elements; provided that

access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

15.2 Each Unit Owner of a Unit with a Terrace appurtenant thereto shall have an easement for the exclusive use of such Terrace which use shall be subject to the terms and conditions of this Declaration, the Condominium By-Laws and the Residential By-Laws. Each Terrace (and the Unit to which such Terrace is appurtenant) shall be subject to the easement(s) in favor of Sponsor and the Boards as set forth herein.

15.3 The Commercial Unit Owners shall have an easement for the use and enjoyment of the Residential Lounge and Terrace.

15.4 The Owner of Commercial Unit 3 shall have an easement for the use of the Hotel Amenity and Terrace.

15.5 Each Unit Owner shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress and egress to and from its Unit, and, to the extent reasonably necessary, for the use of any Common Element. The Units shall each be subject to such easement.

15.6 The Owner of Commercial Unit 3, as well as any permitted employees, technicians or contractors shall have an easement through the Hotel Limited Common Elements and Residential Limited Common Elements located on cellar level 3 in order to access the grease traps.

15.7 Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

15.8 Sponsor (or its designee), the Residential Board and the Condominium Board with respect to the Property and the Commercial Unit Owners with respect to their respective Commercial Units shall each have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property or the Commercial Units, as the case may be, as Sponsor (or its designee) or the Board, or the Commercial Unit Owners, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building, or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of any of the other Units for their permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the tenants

and occupants of the Commercial Units or with the use of any of the other Units for their permitted purposes.

15.9 Sponsor (or its designee) and its 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, canopies, flags or awnings or other protrusions on or from the Property, including without limitation, on the exterior of the walls of the Building, for the purposes of advertising the sale or lease of any Unsold Unit, the sale or lease of all or any portion of the Commercial Unit(s), and/or 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. In addition, Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units) or otherwise. Notwithstanding the foregoing, Commercial Unit Owners, 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, canopies, flags or awnings or other protrusions on or from the Property, including without limitation, on the exterior of the walls of the Building, on that portion of the Building which is a part of a Commercial Unit or a Hotel Limited Common Element for the purposes of advertising the operation of any business of a tenant or occupant of all or any portion of any Commercial Unit.

15.10 Each easement and other right granted under this Article 15 shall be deemed to permit the Unit Owner's contractors, subcontractors, agents, representatives, Occupants, employees and other designees (and, in the case of a grant to the Board, the Managing Agent), to use such easement or other right, as applicable, if such Unit Owner so elects.

15.11 Any grant of an easement "on", "over", "across" or "through" a given area shall be deemed to mean "on, over, across, through, and upon" such area, unless the context otherwise requires.

15.12 Sponsor, and/or its designee (and their respective successors and assigns) reserves the right and shall have an easement to erect, use, lease, license, maintain, repair, replace, and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of the roof of the Building or elsewhere on the façade (which is otherwise a Common Element) that is not occupied by any Building installations. Unit Owners shall not have the right to receive any proceeds from the lease, sale or other transfer of any such easement, or from the operation of any antennae, satellite dishes and/or other communications equipment erected, used, licensed, maintained, or replaced thereon. The Commercial Unit Owners, and/or their designees (and their respective successors and assigns) shall have an easement to erect, use, lease, license, maintain, repair, replace, and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of the roof of the Building (which is otherwise a Common Element) that is not occupied by any Building installations, without the consent of, or charge by, the Condominium Board or any other Unit Owners.

15.13 Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

15.14 Each easement and other right granted under this Article 15 shall be deemed to permit the benefited party's contractors, subcontractors, agents, representatives, occupants, employees and other designees (and, in the case of a grant to the Condominium Board or Residential Board, such board's managing agent), to use such easement or other right, as applicable, if such Unit Owner or Board so elects.

ARTICLE 16

POWER OF ATTORNEY TO THE CONDOMINIUM BOARD AND THE RESIDENTIAL BOARD

16.1 Each Commercial Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine): (i) to purchase or otherwise acquire on behalf of all Unit Owners any Commercial Unit, together with its Appurtenant Interests, with respect to which liens for real estate taxes are being sold; (ii) to acquire any Commercial Unit, together with its Appurtenant Interests, whose Unit Owner elects to surrender the same pursuant to the Condominium By-Laws to the extent the waiver with respect to the right to surrender such Unit set forth therein is inapplicable or unenforceable; (iii) to purchase or otherwise acquire any Commercial Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price, as the attorneys-in-fact deem proper, in the name of the Condominium Board or its designee (corporate or otherwise), on behalf of all Unit Owners, and after any such acquisition, to convey, sell, lease, license, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Commercial Unit so acquired by them without the necessity of further authorization by the Unit Owners (including, for this purpose, the Residential Unit Owners) or any other Person, on such terms as the attorneys-in-fact may determine; and (iv) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property or the Condominium which the Condominium Board deems reasonably necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property or the Condominium; or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Condominium that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iv)(b) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws.

16.2 Each Residential Unit Owner shall grant to the persons who shall from time to time constitute:

(a) the Residential Board, an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Residential Board shall determine) to: (a)

acquire or lease on behalf of all Residential Unit Owners any Residential Unit, together with its Appurtenant Interests, whose Owner desires to sell, convey, transfer, assign or lease the same; (b) acquire any such Residential Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to the terms of the Residential By-Laws; (c) purchase or otherwise acquire any such Residential Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, or with respect to which liens for real estate taxes are being sold, in each case on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Residential Board or its designee (corporate or otherwise), on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Residential Unit so acquired by them, or to sublease any such Residential Unit so leased by them without the necessity of further authorization by the Residential Unit Owners or any other Person, on such terms as the attorneys-in-fact may determine; and (d) execute, acknowledge and deliver: (1) any declaration or other instrument affecting the Residential Section which the Residential Board deems necessary or appropriate to comply with any Laws applicable only to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section, or (2) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Residential Section which the Residential Board, in its reasonable discretion, deems necessary or appropriate; and

(b) the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Residential Board shall determine) to: (a) purchase or otherwise acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Commercial Unit, together with its Appurtenant Interests: (1) in connection with the enforcement of the Condominium Board's lien for unpaid General Common Charges; or (2) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (2) immediately above) as said attorneys-in-fact shall deem proper; and (b) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Commercial Unit so acquired or to sublease any Commercial Unit so leased by them, without the necessity of any authorization by the Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Commercial Unit which the undersigned could do if personally present; (c) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or (2) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, the Residential Section or any of the Common Elements, that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (c)(2) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws.

ARTICLE 17

ACQUISITIONS OF UNITS BY EACH BOARD

17.1 If (a) any Commercial Unit Owner surrenders its Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in the Common Elements and any other assets of 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 New York Condominium Act; or (b) the Condominium Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Condominium Board or its designee, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

17.2 If (a) any Residential Unit Owner surrenders its Unit, together with (i) the undivided interest in the 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 the Common Elements and any other assets of the Residential Board (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Residential Appurtenant Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act; or (b) the Residential Board purchases, at a foreclosure or other similar sale, a Unit, together with its Residential Appurtenant Interests, then, in any such event, title to any such Unit, together with its Residential Appurtenant Interests, shall be held by the Residential Board or its designee, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Residential Unit leased or subleased by the Residential Board or its designee shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Common Elements.

ARTICLE 18

COVENANTS RUNNING WITH THE LAND

18.1 All provisions of this Declaration, the Condominium By-Laws, Residential By-Laws and any General Rules and Regulations as may be adopted and amended from time to time, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Unit Owners and all the occupants, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are

not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Owners and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations, if any, as they may be amended from time to time.

18.2 Notwithstanding anything in Section 18.1, however, at the request of any Commercial Unit Owner made from time to time, the Condominium Board shall, at the sole cost and expense of the requesting Unit Owner, execute and deliver a non-disturbance agreement (in such form as may be agreed upon by the Condominium Board and the requesting Unit Owner, a "Non-Disturbance Agreement") to any occupant of such Unit Owner's Unit.

18.3 If any provision of this Declaration, the Condominium By-Laws or the Residential By-Laws is invalid under, or would cause this Declaration, the Condominium By-Laws or the Residential By-Laws to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the Condominium By-Laws or the Residential By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the 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, the Condominium By-Laws and/or the Residential 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, the Condominium By-Laws or the Residential By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from this Declaration, the Condominium By-Laws or the Residential By-Laws, then such provision shall be deemed included as part of this Declaration or the Condominium By-Laws or the Residential By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

ARTICLE 19

AMENDMENTS OF DECLARATION

Article 17 of the Condominium By-Laws is incorporated herein in its entirety; and, except as otherwise expressly set forth herein, the provisions thereof shall govern the amendment and/or modification of, addition to and/or deletion of any of the provisions of this Declaration.

ARTICLE 20

TERMINATION OF CONDOMINIUM

20.1 The Condominium shall continue and shall not be subject to an action for partition until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Condominium By-Laws or (b) such time as withdrawal of the

Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80% both in number and aggregate of the Common Interests of all Unit Owners and 51% of Commercial Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgagee Representatives and Commercial Mortgagee Representatives if any. Sponsor or its designee will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least 80% in number and in aggregate of the common interests of all other Unit Owners have voted in favor of such withdrawal, at which time Sponsor or its designee may choose to vote its common interests either in favor of or against withdrawal from condominium ownership, as it sees fit.

20.2 To the fullest extent permissible under the law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event said withdrawal is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e. Residential Units and Commercial Units) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Residential Board, one of whom shall be selected by the Commercial Unit Owners, and the third chosen by the other two appraisers selected); and (ii) then, among the Unit Owners of each class of Unit in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

ARTICLE 21

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 22

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 23

CERTAIN REFERENCES

23.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

23.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used.

23.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 24

SEVERABILITY

Subject to the provisions of Sections 18.2 and 18.3, 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 enforceable to the fullest extent permitted by law.

ARTICLE 25

COVENANT OF FURTHER ASSURANCES

25.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, at the expense of any such other party (or the holder of a lien on such Unit) requesting the same, execute, acknowledge and deliver to such other party (or the holder of a lien on such Unit) such instruments, in addition to those specifically provided for herein, and take such other action, as such other party (or the holder of a lien on such Unit) may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25.2 If any Unit Owner, the Condominium Board, Residential Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner, the Condominium Board, the Residential Board or party is required to take pursuant to this Declaration and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that the requesting party shall be entitled to take action upon the recipient's failure or refusal to perform) then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner, itself, the Residential 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 or other party and such document or action shall be binding on such Unit Owner, the Condominium Board, the Residential Board or other party.

25.3 If any Unit Owner, the Condominium Board, the Residential Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner, the Condominium Board, the Residential Board or party is required to take pursuant to this Declaration, the Condominium By-Laws or the Residential By-Laws at the request of Declarant, and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that Declarant shall be entitled to take specified action upon the recipient's failure or refusal to perform), then Declarant is hereby authorized as attorney-in-fact for such Unit Owner, the Condominium Board, the Residential 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, the Condominium Board, the Residential Board or other party and such document or action of Declarant shall be binding on such Unit Owner, the Condominium Board, the Residential Board or other party.

ARTICLE 26

SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or its designee or, with the consent of Sponsor or its designee, any transferee of all then Unsold Units. 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 successor or assign of the Commercial Unit Owners. Subject to the foregoing, Sponsor or 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 merger, consolidation, sale, lease, assignment or otherwise. The rights and/or obligations of the Unit Owners or their designees as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of such Unit Owners or their designee(s).

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the ____ day of _____, 2008.

WATERSCAPE RESORT LLC

By: _____

State of New York)
) ss.:
County of New York)

On the _____ day of _____ in the year 2008 before me, the undersigned, 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.

_____
(Signature and office of individual taking acknowledgment)

SCHEDULE A TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF CASSA NY CONDOMINIUM DESCRIPTION OF THE LAND

SECTION 5, BLOCK 1260, LOTS 68, 69 & 169 ON THE TAX MAP OF NEW YORK COUNTY

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of West 45th Street, distant 120 feet Easterly from the Southeasterly corner of Sixth Avenue and 45th Street;

RUNNING THENCE Easterly and along the Southerly side of 45th Street, 60 feet;

THENCE Southerly and parallel with Sixth Avenue and for part of the way through a party wall, 100 feet 5 inches to the centre line of the block between 44th and 45th Streets;

THENCE Westerly along the centre line of the said block and parallel with the Southerly side of 45th Street, 60 feet;

THENCE Northerly and parallel with the Easterly side of Sixth Avenue, 100 feet 5 inches to the Northerly side of 45th Street at the point or place of BEGINNING, together with any strips and gores adjacent thereto.

SCHEDULE B

EXHIBIT 7

CONDOMINIUM BY-LAWS

CONDOMINIUM BY-LAWS

OF

CASSA NY CONDOMINIUM

TABLE OF CONTENTS

		Page
ARTICLE 1	GENERAL	1
1.1	Defined Terms	1
1.2	Purpose	1
1.3	Principal Office of Condominium	1
ARTICLE 2	CONDOMINIUM BOARD	1
2.1	General Description of Condominium Board.	1
2.2	Powers and Duties of Condominium Board, Commercial Unit Owners, and Residential Board.	1
2.3	Number and Terms of Office of Board Members.	7
2.4	Resignation and Removal.	7
2.5	Vacancies on Condominium Board	7
2.6	Initial Meeting of Condominium Board; Regular and Special Meetings.	7
2.7	Principal Offices of Condominium Board	8
2.8	Waiver of Notice	8
2.9	Determinations by Condominium Board; Quorum	8
2.10	Compensation	9
2.11	Liability of Condominium Board and Unit Owners.	9
2.12	[Intentionally omitted].	10
2.13	Committees	10
2.14	Status of Boards	10
2.15	Incorporation and Organization of Boards	10
2.16	Condominium Board as Agent of Unit Owners	11
2.17	Affiliate/Prohibited Transactions	11
ARTICLE 3	UNIT OWNERS	12
3.1	Annual Meetings	12
3.2	Place of Meetings	12
3.3	Special Meetings	12
3.4	Notice of Meetings and Actions Taken	12
3.5	Quorum.	12
3.6	Order of Business	13
3.7	Voting at Unit Owners Meetings.	13
3.8	Voting By Certain Unit Owners or Groups of Units Owners	14
ARTICLE 4	OFFICERS	14
4.1	Designation	14
4.2	Election of Officers	15
4.3	Resignation and Removal of Officers	15
4.4	President	15
4.5	Vice President	15
4.6	Secretary	15
4.7	Treasurer	16

4.8 Execution of Documents 16
4.9 Compensation of Officers 16
4.10 Liability of Officers 16

ARTICLE 5 NOTICES 16
5.1 Notices 16
5.2 Waiver of Service of Notice; Consent to Other Notices 17
5.3 Notices by a Residential Unit Owner to the Residential Board 18

ARTICLE 6 GENERAL COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES 18
6.1 Determination of General Common Expenses and Fixing of General Common Charges. 18
6.2 Payment of General Common Charges 20
6.3 Maintenance Obligations; Costs of Same. 20
6.4 Utility Services 23

ARTICLE 7 REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS 24
7.1 Real Estate Taxes; Impositions. 24
7.2 Tax Certiorari Proceedings 25

ARTICLE 8 ALTERATIONS 25
8.1 Alterations to Units. 25
8.2 Alterations to Residential Units 28
8.3 Alterations to General Common Elements. 29

ARTICLE 9 [INTENTIONALLY OMITTED] 29

ARTICLE 10 MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS 29
10.1 Mechanic's Liens 29
10.2 Violations 30
10.3 Compliance With Laws, Insurance Requirements 31
10.4 Hazardous Materials 32

ARTICLE 11 RECORDS AND AUDITS 32
11.1 Records 32

ARTICLE 12 INSURANCE; CASUALTY; CONDEMNATION 33
12.1 Condominium Board's Insurance Requirements 33
12.2 Commercial Unit Owners Insurance Requirements 35
12.3 Residential Unit Owner's Insurance Requirements 36
12.4 Residential Board's Insurance Requirements 36
12.5 Insurance Requirements During the Course of Alterations and/or Repairs 37
12.6 Insurance as a General Common Charge. 37
12.7 General Insurance Matters. 37
12.8 Waiver of Subrogation 40
12.9 Indemnification. 40

12.10 Casualty and Condemnation. 41

ARTICLE 13 EVENTS OF DEFAULT; RIGHTS OF CURE; CONDOMINIUM BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID GENERAL COMMON CHARGES 46
13.1 Failure to Pay General Common Charges. 46
13.2 Other Defaults Under the Condominium Documents 48
13.3 Priority of Recourse Against Residential Unit Owners. 49
13.4 Grantee Liable for Unpaid General Common Charges; Statement of Defaults 49
13.5 Title of Condominium Board on Foreclosure 50
13.6 Residential Unit Owners 51

ARTICLE 14 SALES, LEASES AND MORTGAGES OF UNITS 51
14.1 Sales, Leases and Mortgages of Residential Units 51
14.2 Sales, Leases and Mortgages of Commercial Units 51
14.3 Registered Mortgagee Requirements; Rights of Registered Mortgagees 51
14.4 No Severance of Ownership 54
14.5 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common; Waiver of Right of Surrender 54

ARTICLE 15 ARBITRATION 54
15.1 General Procedure 54
15.2 Costs and Expenses 54
15.3 Agreement by Parties 55

ARTICLE 16 GENERAL RULES AND REGULATIONS 55

ARTICLE 17 AMENDMENTS TO BY-LAWS 55
17.1 General Provisions Regarding Amendment 55
17.2 Amendments Affecting Only a Commercial Unit Owner or the Residential Board 56
17.3 Residential Unit Owner Vote 56
17.4 Review and Approval by Mortgagees 56
17.5 Recording of Amendments 56
17.6 Execution and Delivery of Amendments 56

ARTICLE 18 INSURANCE TRUSTEE 57

ARTICLE 19 MISCELLANEOUS 57
19.1 Approvals and Consents. 57
19.2 Waiver 58
19.3 Captions 58
19.4 Conflicts 58
19.5 Certain References. 58
19.6 Severability 58
19.7 CPI Increases 58
19.8 Covenant of Further Assurances. 59

Exhibits

Exhibit 1—Table of Definitions

Exhibit 2—Expense Allocation Schedule

CONDOMINIUM BY-LAWS

OF

CASSA NY CONDOMINIUM

ARTICLE 1

GENERAL

1.1 Defined Terms. All capitalized terms used but which are not separately defined in these Condominium By-Laws shall have the meanings given to such terms in the Declaration or in the Table of Definitions annexed hereto as Exhibit 1 and made a part hereof.

1.2 Purpose. The purpose of these Condominium By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

ARTICLE 2

CONDOMINIUM BOARD

2.1 General Description of Condominium Board.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). As more particularly set forth in Sections 2.3 and 2.9, the Condominium Board shall consist of seven members (each, a "Board Member" or "Condominium Board Member").

2.1.2 With respect to the Board Members: (i) the qualifications set forth in the Residential By-Laws for members of the Residential Board shall apply to the Condominium Board Members designated by the Residential Board; and (ii) no restrictions shall apply as to which person a Commercial Unit Owner may designate from time to time to the Condominium Board except that each Board Member (and any proxy) must be a natural person and not an entity.

2.2 Powers and Duties of Condominium Board, Commercial Unit Owners, and Residential Board.

2.2.1 General. (a) The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by Law or the Condominium Documents may not be delegated to the Condominium Board by the Unit Owners). Subject to the terms of the Condominium Documents, all determinations, which do not (to more than a de minimis extent) relate to or

affect or involve the Condominium generally or the General Common Elements, and: (A) do not affect (to more than a *de minimis* extent) any portion of the Building other than the Residential Section, shall be made by the Residential Board or (B) affect only one Commercial Unit and do not affect (to more than a *de minimis* extent) any other Commercial Unit or the Residential Section shall be made by the applicable Commercial Unit Owner.

2.2.2 Condominium Board. Subject to, and in accordance with, the provisions of Section 2.2.1, the further provisions of this Section 2.2.2, Sections 2.2.3 through 2.2.9 and Article 6 of these Condominium By-Laws and the other applicable provisions of the Condominium Documents, the Condominium Board shall be entitled to make determinations and take actions with respect to all matters relating to the operation and the administration of the affairs of the Condominium, including, without limitation, the following:

(a) (i) Operation, care, upkeep and maintenance of; (ii) the making of alterations, additions and improvements (collectively, "Alterations") to; and (iii) the making of repairs, restorations and replacements (collectively, "Repairs") of the General Common Elements (and the Residential Limited Common Elements and the Hotel Limited Common Elements, as and to the extent provided herein or in the other Condominium Documents).

(b) Determination and imposition of General Common Charges, preparation and adoption of Budgets as hereinafter provided, and determination and imposition of Special Assessments.

(c) Methods of, and procedures with respect to, collection of General Common Charges and Special Assessments from the General Common Charge Obligors, and the implementation of such methods and procedures.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the General Common Elements (and, as and to the extent provided in the Condominium Documents, the Residential Limited Common Elements and the Hotel Limited Common Elements).

(e) Promulgation (and amendment) of General Rules and Regulations from time to time.

(f) In the name of the Condominium Board or its designee, on behalf of all Unit Owners: (i) acquiring those Units that are surrendered to the Condominium Board (to the extent the waiver contained in the Condominium Documents with respect to the right to surrender is inapplicable or unenforceable); (ii) purchasing or otherwise acquiring those Units or with respect to which liens for real estate taxes may be and are being sold in accordance with the Condominium Documents; and (iii) purchasing or otherwise acquiring Units at foreclosure or other similar sales.

(g) Selling, leasing, licensing, mortgaging and otherwise dealing with (but not voting the Common Interest of) Units acquired by the Condominium Board or its designee on behalf of all Unit Owners.

(h) Making Alterations to, and Repairs of, the General Common Elements (and, as and to the extent provided in the Condominium Documents, the Residential Limited Common Elements and the Hotel Limited Common Elements) or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(i) Enforcin g obligations hereunder and under the Declaration, the Residential By-Laws and the General Rules and Regulations of: (i) each Commercial Unit Owner; and (ii) the Residential Board to the extent provided in the Condominium Documents including without limitation, commencing, prosecuting and settling litigation in connection therewith.

(j) Maintaining bank accounts on behalf of the Condominium and designating the signatories required therefor.

(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss is to be adjusted and settled by the Condominium Board in accordance with Article 12 hereof.

(l) Subject to the provi sions of Section 2.2.8 below, borrowing money on behalf of the Condominium.

(m) Organizing (and owning shares of or membership interests in, as the case may be) corporations, limited liability companies and/or other entities to act as designees of the Condominium Board with respect to such matters as the Condominium Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing of, Units acquired by the Condominium Board on behalf of all Unit Owners.

(n) Execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration, Repair or restoration of the Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting: (x) the Property or the Condominium which the Condominium Board deems necessary or appropriate; or (y) a Unit, if the owner of such Unit (or the Residential Board on behalf of such Unit Owner) requests, or under the Condominium Documents is required to request, that the Condominium Board take such action, and/or (except as otherwise provided in the Condominium Documents) the Condominium Board determines that taking such action is appropriate.

(o) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to any or all of the Commercial Units for the benefit and on behalf of the respective Unit Owners thereof; but only to the extent requested and authorized to do so, in writing, by the respective Unit Owners thereof and provided such Unit Owners indemnify the

Condominium Board and all other Unit Owners from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "Costs") resulting from or incurred in connection with such proceedings.

(p) Preparation, execution and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, of a restatement of the Declaration and/or these By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws; and preparation, execution and recording, on behalf of the Residential Board and at such Board's expense, as such Board's attorney-in-fact, coupled with an interest, a restatement of the Residential By-Laws, whenever, in the Residential Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Residential By-Laws.

(q) Commencing, prosecuting and settling litigation and arbitration proceedings against third parties, and defending and settling litigation and arbitration proceedings against the Condominium and/or the Condominium Board.

(r) Obtaining and reviewing insurance in respect of the Property in accordance with the requirements of Article 12 hereof, and changing any of the insurance requirements set forth therein.

2.2.3 Commercial Unit Owners. Subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof) each of the Commercial Unit Owners shall be entitled to make determinations with respect to all matters relating exclusively to its Commercial Unit and the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to the appurtenant Limited Common Elements, if any subject, however to those provisions in the Declaration and these Condominium By-Laws that provide otherwise, and/or that set forth restrictions on the right to make such determination.

2.2.4 Hotel Unit Owners. Subject to, and in accordance with, the provisions of Sections 2.21 and 2.22 hereof (and without limiting the generality thereof) each of the Hotel Unit Owners shall be entitled to make determinations with respect to all matters relating exclusively to its Hotel Unit and appurtenant Limited Common Elements, if any, and the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to the appurtenant Limited Common Elements, if any, subject, however, to those provisions in the Declaration and these Condominium By-Laws that provide otherwise, and/or that set forth restrictions on the right to make such determination.

2.2.5 Residential Board and Residential Unit Owners. The Residential Section and the Residential Board will be governed by its Residential By-Laws as well as by the Declaration and the applicable provisions of these By-Laws; and subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), the Residential Board shall be entitled to make determinations with respect to matters

relating exclusively to the Residential Section and to the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, the Residential Limited Common Elements, and shall have the powers and duties described in the Residential By-Laws, subject, however, to the rights of the Residential Unit Owners as may be provided in the Residential By-Laws and to those provisions in the Declaration and these Condominium By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations.

2.2.6 Agents for the Boards, Commercial Unit Owners. (a) Any action required or permitted to be taken by the Condominium Board pursuant to the provisions of the Condominium Documents shall be done or performed by the Condominium Board or on behalf of the Condominium Board and at its direction by the agents, officers, employees or designees of the Condominium Board, and the Condominium Board may employ one or more Managing Agents and/or managers, at a compensation established by the Condominium Board, to perform such duties and services as the Condominium Board shall authorize, except (unless in specific instances provided in the Condominium Documents or as otherwise authorized by a Unanimous vote of the Condominium Board) in connection with the actions set forth in subparagraphs 2.2.2(b) or (c) hereof.

(b) Any action required or permitted to be taken by the Residential Board pursuant to the provisions of these By-Laws, the Declaration or the Residential By-Laws, shall be done or performed by the Residential Board or on behalf of such Residential Board and at its direction by the agents, officers, employees or designees of such Residential Board, and such Residential Board may employ one or more Managing Agents and/or managers, at a compensation established by such Residential Board, to perform such duties and services as the Residential Board shall authorize in accordance with the Residential By-Laws.

(c) Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration by a Commercial Unit Owner shall be done and performed by such Commercial Unit Owner or on its behalf and at its direction by the agents, officers, employees or designees of such Commercial Unit Owner, and each Commercial Unit Owner may employ one or more Managing Agents and/or managers, at a compensation established by such Commercial Unit Owner, to perform such duties and services as the Commercial Unit Owner shall authorize.

(d) Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration by a Hotel Unit Owner shall be done and performed by such Hotel Unit Owner or on its behalf and at its direction by the agents, officers, employees or designees of such Hotel Unit Owner, and each Hotel Unit Owner may employ one or more Managing Agents and/or managers, at a compensation established by such Hotel Unit Owner, to perform such duties and services as the Hotel Unit Owner shall authorize.

(e) Any Managing Agent designated and/or employed by the Residential Board, the Condominium Board or any Commercial Unit Owner may be an affiliate of Declarant and/or Sponsor.

2.2.7 Board as Agent. Any action required or permitted to be taken pursuant to the provisions of the Condominium Documents by a Commercial Unit Owner or the Residential Board shall, if required by applicable Laws, be taken by the Commercial Unit Owner or the Residential Board in the name of the Condominium Board which shall, upon request (at the sole expense of the Commercial Unit Owner or Residential Board making such request or taking such action), execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that: (i) no such action shall be taken in the name of the Condominium Board except upon at least fifteen (15) Business Days' advance notice delivered to the Condominium Board and to each of the Commercial Unit Owners and the Residential Board (unless such action is required in connection with an Emergency, in which event only such prior notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter), which notice shall specify the action proposed to be taken, the grounds upon which the Commercial Unit Owner or the Residential Board is entitled to take such action, and shall include complete and accurate copies of all documents proposed to be executed or filed in connection with the exercise of the rights provided in this Section; and (ii) the Commercial Unit Owner or the Residential Board making such request or taking such action shall, subject to the provisions of Section 2.11, indemnify and hold harmless and all other Unit Owners from and against all Costs resulting therefrom or incurred in connection therewith.

2.2.8 Borrowing by the Condominium Board.

(a) The Condominium Board shall have the power to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of Repairs or Alterations of, the General Common Elements or otherwise in connection with any permitted action or activity of the Condominium Board, provided, however, that: (i) a 66-2/3% vote of the members of the Condominium Board shall be required for any borrowings for such purposes; and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the prior written consent of the owner of such Unit, or on the General Common Elements without the consent of all Unit Owners. The power and right of the Residential Board to borrow money pursuant to the provisions of the Residential By-Laws is not limited or impaired by the foregoing.

(b) All such borrowing by the Condominium Board shall be by and in the name of the Condominium, and shall expressly provide that no individual Unit Owner (or shareholder, member, director or officer thereof) or Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Unit Owner or Board Member.

2.2.9 Insurance Requirements. The Condominium Board shall make all determinations and take all actions necessary to cause the insurance requirements set forth in Article 12 hereof with respect to the Condominium and Condominium Board to be complied with.

2.3 Number and Terms of Office of Board Members.

2.3.1 Until the First Annual Residential Meeting held by the Residential Board, the Condominium Board shall consist of three (3) individuals designated by Sponsor from time to time. Thereafter, the Condominium Board shall consist of seven (7) individuals as follows: (a) four (4) Board Members elected by the Hotel Unit Owners (two Board Members shall be elected by each of the owners of Hotel Unit 1 and Hotel Unit 2, respectively); and (b) three (3) Board Members designated by the Residential Board in accordance with the Residential By-Laws. Except as otherwise provided in the Condominium Documents, all designations (and substitute and further designations) which are provided for in the Declaration or these By-Laws shall be in writing and shall include an address specified for notice to such designated Board Member. Subject in all events to the provisions of Section 2.4 below, and, as applicable, the provisions of the Residential By-Laws with respect to Condominium Board Members designated by the Residential Board, the term of each Board Member designated from time to time by: (i) the Hotel Unit Owners shall first expire on the fifth (5th) anniversary of the recording of the Declaration and thereafter on each successive fifth (5th) anniversary of such Board Member's designation; and (ii) the Residential Board shall expire annually on the anniversary of such Board Member's designation; and, subject to the other provisions of this Section 2.3, the replacement for each such Board Member, which may be the same person, shall be made by such Board Member's Designator. There shall be no limit on the number of terms of office, successive or otherwise, that a Board Member may serve.

2.4 Resignation and Removal.

2.4.1 Any Condominium Board Member may resign at any time by notice given to the President or Secretary of the Condominium Board and to such Board Member's Designator. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.4.2 Any Condominium Board Member may be removed from office: (i) for cause, either (a) by the Designator of such Condominium Board Member or (b) notwithstanding any protest of such Designator, by a of 66-2/3% vote of the Condominium Board; and (ii) without cause, only by the Designator of such Condominium Board Member. In the event of any removal described in the immediately preceding sentence, whether with or without cause, the Designator of such Condominium Board Member shall have the sole right to designate the replacement of such member; and

2.5 Vacancies on Condominium Board. The vacancy of a Board Member's seat on the Condominium Board shall be filled only by designation of the Designator of such member.

2.6 Initial Meeting of Condominium Board; Regular and Special Meetings.

2.6.1 Within no more than ten (10) days following the initial recording of the Declaration in the Register's Office, each Designator shall designate its Board Member by notice given to each other Designator and the first meeting of the Condominium Board shall take place.

2.6.2 Thereafter, regular meetings of the Condominium Board may be held at such time and place in the Borough of Manhattan as shall be determined by the Condominium Board from time to time but at least quarterly. Notice of regular meetings shall be given to each Board Member by the President, Vice President or Secretary of the Condominium Board or by the Condominium's Managing Agent, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of receipt), at least five (5) days prior to the day fixed for such meeting which notice shall state the date, time and place (in the Borough of Manhattan) and shall include an agenda therefor.

2.6.3 Special meetings of the Condominium Board may be called by the President or Vice President of the Condominium or by any two (2) Board Members in Good Standing, in each case by giving at least ten (10) Business Days' prior notice to each Board Member, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of receipt), which notice shall state the date, time, place (in the Borough of Manhattan) and purpose (including the agenda) for the meeting. In addition, the President of the Condominium Board shall, by written notice given in accordance with the last sentence of Section 2.6.2 above, call a meeting of the Condominium Board upon the written request of a Majority of Board Members.

2.7 Principal Offices of Condominium Board. The principal office of the Condominium Board shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

2.8 Waiver of Notice. Any Board Member (or his or her proxy) may at any time waive notice of any Condominium Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member (or his or her proxy) at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the Board Members (or their proxies) are present at any meeting of the Condominium Board, no notice shall be required and any business may be transacted at such meeting.

2.9 Determinations by Condominium Board; Quorum.

2.9.1 Except as otherwise set forth in Section 2.9.3, all determinations of the Condominium Board shall be made at a meeting of the Condominium Board at which a quorum thereof is Present in Person. Only Board Members in Good Standing shall have the right to vote at meetings of the Condominium Board and only such Board Members shall count for purposes of determining whether a quorum is present. Subject to the preceding sentence, the Presence in Person, at any meeting of the Condominium Board, of Board Members sufficient to cast a Majority Member Vote shall constitute a quorum. Except as may otherwise be required by any Law, these By-Laws and/or the Declaration, a Majority Member Vote, shall constitute the decision of the Condominium Board.

2.9.2 If at any meeting of the Condominium Board a quorum (as defined in Section 2.9.1 hereof) does not exist, a majority of those present may adjourn the meeting from time to time to a time, in each case specified on at least ten (10) Business Days' notice, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of

receipt), to the Board Members not Present in Person, until a quorum shall exist. At any such adjourned meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.9.3 A Board Member or Members shall be deemed "Present in Person" at a meeting of the Condominium Board if such Board Member(s) or its/their proxy (as described in this Section 2.9) is/are: (i) physically present; or (ii) participating by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear one another's voice. Notwithstanding anything to the contrary contained herein, any action permitted or required to be taken at a meeting of the Condominium Board, may be taken without a meeting if all Board Members consent thereto in writing.

2.9.4 Board Members shall be entitled to vote by proxy at any meeting of the Condominium Board, and all references herein and in the other Condominium Documents to votes by Board Members shall be deemed to be references to votes by Board Members or their properly designated proxies. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time as provided at law or by notice actually delivered to such Secretary by the Commercial Unit Owner or Residential Board which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months (except that the designation of a Board Member by a Registered Mortgagee pursuant to clause (i) of the first sentence of Section 14.3(f) hereof shall be effective until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage).

2.10 Compensation. No Board Member shall receive any compensation from the Condominium or the Condominium Board for acting in the capacity of a Condominium Board Member.

2.11 Liability of Condominium Board and Unit Owners.

2.11.1 (a) To the extent permitted by applicable Laws, no Board Member shall have any personal liability with respect to any contract, act or omission of the Condominium, the Condominium Board or its members, or of any Managing Agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such Board Member's own bad faith, gross negligence or willful misconduct).

(b) Every contract made by the Condominium Board or by any Managing Agent or manager thereof shall state that it is made by the Condominium Board or the Managing Agent or manager only as agent for the Condominium, and that the Board Members or Managing Agent or manager shall have no personal liability thereon and may also state the applicable limitations of liability of Unit Owners provided for in Section 2.11.2 below; and the absence of such statement or statements in any such contract shall not be deemed to imply any personal

liability on the part of the Condominium Board, its members, Managing Agent or manager, or any Unit Owner.

(c) The Condominium shall indemnify each Board Member against all Costs arising out of such Board Member's serving in such capacity except those matters arising out of such Board Member's own bad faith, gross negligence or willful misconduct.

(d) The Condominium Board may contract or effect any other transaction with any Board Member, any member of the Residential Board, any Unit Owner, Declarant and/or the Initial Residential Grantee and/or Affiliates of any of the foregoing without incurring any liability for self-dealing or otherwise (except in the case of bad faith, gross negligence or willful misconduct which shall not be deemed presumed or established by the relationship between or among any such parties), but all such contracts or transactions shall be made only in accordance with the provisions of Section 2.17 hereof.

2.11.2 No Unit Owner, in its capacity as a Unit Owner, shall be personally liable for any contract, act or omission of the Condominium. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of General Common Charges or Special Assessments.

2.12 [Intentionally omitted].

2.13 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint such committees as the Board may deem appropriate, each to consist of two or more members of the Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers designated to it by the Board during the intervals between the meetings of the Board insofar as may be permitted by law.

2.14 Status of Boards. In addition to the status conferred upon the Boards under or pursuant to the provisions of the New York Condominium Act, the Boards shall each, to the extent permitted by applicable law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation or organization of a Board pursuant to the provisions of Section 2.15, the provisions of this Section 2.14 shall no longer be applicable to such Board.

2.15 Incorporation and Organization of Boards. To the extent and in the manner provided in the New York Condominium Act (or as may otherwise be permitted by Law), the Condominium Board may, by action of the Condominium Board as provided in this Article 2, and/or the Residential Board may, by action of the Residential Board as provided herein or the Residential By-Laws, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that either of such Boards so organizes or incorporates, it shall have, to the extent permitted by applicable Laws, the status conferred upon it under such statutes in addition to the status conferred upon it under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such

resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration and, in the case of the Condominium Board, these By-Laws, or in the case of the Residential Board, the Residential By-Laws, and the provisions of the Declaration and the applicable by-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement, as applicable.

2.16 Condominium Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the agent of the Commercial Unit Owners and the Residential Board (itself the agent of the Residential Unit Owners), subject to and in accordance with the provisions of the Declaration and these By-Laws (and, to the extent applicable, the Residential By-Laws).

2.17 Affiliate/Prohibited Transactions. Each member of the Condominium Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by applicable law, no contract or other transaction between the Condominium Board and either: (i) any of its members; or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Condominium Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either: (a) any such member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Unit Owners and a majority of Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Condominium Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board or of the Unit Owners which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction.

The Condominium Board shall be authorized to employ an affiliate of Declarant or Sponsor as Managing Agent for the Condominium pursuant to Section 2.2.5 of the Condominium By-Laws.

ARTICLE 3

UNIT OWNERS

3.1 Annual Meetings. No annual meeting of the Residential Unit Owners and the Commercial Unit Owners (a "Unit Owners Meeting") shall be required to be held unless required, in each case, by applicable Laws, in which event any such meeting so required to be held shall be held on the date specified by the Condominium Board.

3.2 Place of Meetings. All Unit Owners Meetings required or permitted to be held, if any, shall be held at the principal office of the Condominium or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

3.3 Special Meetings. The President or the Vice President of the Condominium shall call a special Unit Owners Meeting if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary of the Condominium by Unit Owners owning Units representing not less than 50% of the aggregate Common Interest of all of Units (but which, in all events, must include at least one (1) Commercial Unit Owner). Each such resolution or petition shall state, in reasonable detail, the purposes for calling such Unit Owners Meeting.

3.4 Notice of Meetings and Actions Taken. Notice of annual or special Unit Owners Meetings (in each case, if any) shall be given by the Secretary of the Condominium to all Unit Owners of record at their address at the Condominium (or at such other address as any Unit Owner has designated by notice given to the Secretary of the Condominium at least fifteen (15) days prior to the giving of notice of the applicable meeting). Each such notice shall state the purpose(s) of the meeting and the date, time and place (in the Borough of Manhattan) where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given at least ten (10) Business Days prior to the date fixed for the meeting. However, if the business to be conducted at any Unit Owners Meeting shall include consideration of a proposed amendment to the Declaration or to these By-Laws or the Residential By-Laws (to the extent any provision of the Declaration or these By-Laws requires or permits the vote thereon at a Unit Owners Meeting), the notice of such meeting shall be given to all Unit Owners, Registered Mortgagees and Residential Mortgagee Representatives at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment. The Condominium Board shall have the exclusive right to vote on the matters and take the actions delegated to it by the Condominium Documents.

3.5 Quorum.

3.5.1 Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners representing more than 50% (in Common Interest) of all Unit Owners shall constitute a quorum at all Unit Owners Meetings; provided that the Commercial Unit Owner(s) shall have the absolute right (except in the case of an Emergency) to require an adjournment of any such Unit Owners Meeting (notwithstanding the presence of a quorum) for a period not longer than thirty (30) days.

3.5.2 Subject to Section 3.5.1, if at any Unit Owners Meeting a quorum does not exist, the Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to adjourn the meeting and reconvene at a time (not less than three (3) Business Days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent Unit Owners). At any such adjourned and reconvened Unit Owners Meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.6 Order of Business. The order of business at all annual Unit Owners Meetings, if any, shall be as follows:

(a) Call to order.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting, if any.

(d) Reports of officers, if any.

(e) Reports of committees, if any.

(f) Election of inspectors of election (when so required).

(g) Unfinished business.

(h) New business.

3.7 Voting at Unit Owners Meetings.

3.7.1 Each Unit Owner, or a person designated by each such Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit Owner's Unit (determined on a Common Interest basis), as set forth herein and in the Declaration, at all Unit Owners Meetings, if any. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time by notice actually delivered to such Secretary by the Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months. If a Registered Mortgagee is entitled to vote at a Unit Owners Meeting pursuant to clause (ii) of the first sentence of Section 14.3(f) hereof (which vote may be by proxy), such Registered Mortgagee shall continue to so vote until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage.

3.7.2 A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.7.3 If two (2) or more Persons own a Unit, they shall designate one (1) Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration), the Common Interest of such Unit shall not be voted; provided, however, that (i) such Unit shall be counted solely for determining whether a quorum is present for such voting and (ii) such protest shall not nullify any vote made by any such Person on behalf of such jointly-owned Unit prior to such protest being made.

3.7.4 At Unit Owners Meetings, the Condominium Board (or its designee) shall not be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board (or such designee) on behalf of all Unit Owners.

3.7.5 At all Unit Owners Meetings, each Unit Owner in Good Standing (or its proxy) shall be entitled to vote the entire Common Interest attributable to its Unit or Units. If a matter requires a specified vote of Common Interest for approval by the Condominium Board, then such matter, if and when raised at a Unit Owners Meeting, shall require for approval the same percentage vote of Unit Owners (determined by Common Interest). If a matter requires the consent of a Unit Owner prior to its being approved by the Condominium Board, then such action, if and when raised at a Unit Owners Meeting, shall require the consent of such Unit Owner.

3.7.6 Notwithstanding any provision of these By-Laws or the Condominium Documents to the contrary, a Unit Owner (or his or her or its proxy) shall be entitled and authorized to vote at any Unit Owners Meeting or any other annual, regular or special meeting of any or all Unit Owners if, and only if, such Unit Owner shall be a Unit Owner in Good Standing at the time of such annual, regular or special meeting.

3.8 Voting By Certain Unit Owners or Groups of Units Owners. Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is described in terms of a specified group of Unit Owners as opposed to all Unit Owners as a whole, such required percentage shall mean a percentage in terms of the total Common Interests attributable to all Unit Owners within such specified group and not the percentage of Common Interests attributable to all Unit Owners.

ARTICLE 4

OFFICERS

4.1 Designation. (a) The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer thereof, all of whom shall be elected by the Condominium Board. The Condominium Board may elect one or more Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and such other officers as in its

judgment may be desirable. Nothing herein shall preclude any officer of the Residential Board from also being an officer of the Condominium or any officer of the Condominium from also being an officer of the Residential Board, if otherwise qualified under the terms of these By-Laws and the Residential By-Laws as the case may be; and any Condominium Board Member may also be an officer of the Condominium. Unless prohibited by applicable law, any two or more offices of the Condominium Board may be held by the same person.

(b) An officer of the Condominium need not be a Unit Owner or have any interest therein or be a member of the Condominium Board.

4.2 Election of Officers. The officers of the Condominium shall each be elected annually by a majority vote of the Condominium Board (including at the first meeting thereof) and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Condominium Board.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by notice given to the Condominium Board; such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make such resignation effective. Upon a majority vote of the Condominium Board at a regular meeting of the Condominium Board, or at a special meeting of the Condominium Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all Unit Owners Meetings and at all meetings of the Condominium Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint subject to the provisions of Section 2.13) committees from among the Board Members and/or Unit Owners, from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Condominium.

4.5 Vice President. The Vice President of the Condominium shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Condominium Board shall appoint some other Condominium Board Member to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Condominium Board or by the President.

4.6 Secretary. The Secretary of the Condominium shall keep the minutes of all Unit Owners Meetings, if any, and of all meetings of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board (or in the name of the Managing Agent or manager appointed by the Condominium Board) in such depositories as may from time to time be designated by the Condominium Board and shall, in general but subject to the proviso clause of the first sentence of Section 4.8 below, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Condominium Board. In addition to the foregoing, the Condominium Board may authorize the Managing Agent serving on its behalf to execute checks, provided that the expenditures, and the Managing Agent's paying for same, have been approved in advance by resolution of the Condominium Board or have been authorized by two officers of the Condominium.

4.9 Compensation of Officers. Except as otherwise determined by a unanimous vote of the Condominium Board, no officer of the Condominium shall receive any compensation for acting as such.

4.10 Liability of Officers. To the extent permitted by applicable Laws, no officer of the Condominium shall have any personal liability with respect to any contract, act or omission of the Condominium, the Condominium Board or its members or officers, or of any Managing Agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such officer's bad faith, gross negligence or willful misconduct) including, without limitation: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a General Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element; or (c) arising out of theft or otherwise. The Condominium shall indemnify each officer of the Condominium against all Costs arising out of such officer's service in such capacity, except those matters arising out of such officer's bad faith, gross negligence or willful misconduct.

ARTICLE 5

NOTICES

5.1 Notices. Except as otherwise expressly provided in the Declaration or these By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given pursuant to the Declaration and/or the Condominium By-Laws shall be in

writing and shall be delivered: (a) if to any Board or Commercial Unit Owner, in person (only in the case of a notice to the Condominium Board or the Residential Board) or sent to the principal office of the applicable Board or Commercial Unit Owner, as the case may be (or to such other address as: (i) the applicable Board may designate from time to time, by notice in writing to the other Board and the Commercial Unit Owners; and (ii) each Commercial Unit Owner may designate from time to time, by notice in writing to each Board and all Commercial Unit Owners; and a duplicate shall be sent in like manner to the Managing Agent of the Condominium and of the Residential Section and Commercial Units having a Managing Agent, if any; (b) if to a Residential Unit Owner, in person or sent to the address of such Residential Unit Owner at the Building, or to such other address as may have been designated by such Residential Unit Owner from time to time in writing to the Residential Board; and (if such notice is from a Person other than Residential Board) a duplicate shall be sent in like manner to the Residential Board and Managing Agent, if any, of the Residential Section; (c) if to a Condominium Board Member, to the address of such Board Member as shall be specified in the written designation thereof by such individual's Designator (provided that, failing such specification, the address of such Designator shall be deemed to be the specified address for such Board Member), or to such other address as may have been designated by such Board Member from time to time in writing to the Secretary of the Condominium Board and to the other Condominium Board Members; and (d) if to the Registered Mortgagees and Residential Mortgagee Representatives, either delivered in person or sent to their respective addresses, as designated by them from time to time in writing to the Condominium Board and the Residential Board, as the case may be. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Condominium Documents, all notices which are "sent" shall be sent either (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice; Consent to Other Notices. Whenever any notice is required to be given by applicable Laws or the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed effective as a waiver thereof and no such notice shall be required. Additionally, any Person may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 above). With respect to notices given by facsimile, the transmission shall be to a telephone number designated for such purpose. Notices sent by facsimile shall be deemed to have been given upon receipt by the sender of a signal from the equipment of the Person served confirming that the transmission was received. A Person may change or rescind a facsimile telephone number by giving notice thereof to the Condominium Board, the Residential Board, and each Commercial Unit Owner. With respect to notices given by electronic transmission (*e.g.*, e-mail), the transmission shall be in a manner authorized by the Person consenting to such transmission. The foregoing provisions of this Section 5.2 are intended to facilitate additional means of notification and shall not be construed

to permit any Person to refuse receipt of any notices given in any of the manners specified in Section 5.1.

5.3 Notices by a Residential Unit Owner to the Residential Board. Notwithstanding anything contained in this Article 5, all notices required or desired to be given by a Residential Unit Owner to the Residential Board or to another Residential Unit Owner shall be given in the manner prescribed in the Residential By-Laws; however, any additional or duplicate notices required thereunder to be given to any Board, a Residential Unit Owner or any Commercial Unit Owner shall be given in any of the manners herein provided.

ARTICLE 6

GENERAL COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES

6.1 Determination of General Common Expenses and Fixing of General Common Charges.

6.1.1 (a) The Condominium Board shall determine and allocate all costs and expenses incurred by the Condominium Board in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the General Common Elements (all such costs and expenses, together with all other items which are provided for in these By-Laws and the Declaration to be General Common Expenses, the "General Common Expenses"). From time to time, but at least once per year, the Condominium Board will prepare a budget ("Budget") for setting forth its projection of General Common Expenses and will allocate the General Common Expenses among each of the Commercial Units and the Residential Section as a whole and assess charges ("General Common Charges") accordingly to meet the General Common Expenses. General Common Charges shall also be deemed to include any Special Assessment imposed by the Condominium Board. The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. The allocations of Common Expenses between the Residential Units and the Commercial Units and among the Commercial Units set forth in Schedule B and the footnotes thereto are deemed presumptive evidence of reasonableness. The Condominium Board may not modify these allocations without the unanimous consent of all Unit Owners and Commercial Unit Owners.

6.1.2 The Condominium Board shall advise all Commercial Unit Owners and the Residential Board promptly in writing of the amount of General Common Charges payable by each of them and shall furnish to such parties copies of each budget on which such General Common Charges are based.

(a) The allocations methodology for the General Common Charges, made in accordance with the allocation of the budget as set forth in Schedule B, and detailed as

follows, shall not change, except pursuant to Article 12 hereof. Certain expenses that are attributed to all Units are allocated based on each Unit's Common Interest Percentage, being 44.68% for the Residential Units, 12.55% for Hotel Unit 1, 37.13% for Hotel Unit 2 and 5.64% for Commercial Unit 3. For certain shared items in the budget for which Commercial Units do not share in the expense, the allocation will be between the Residential Units and Hotel Unit, based predominately on allocable share, with the Residential Units paying 47.35% of all shared items and the Hotel Units paying 52.65%. All such allocations set forth in the projected budget for the first year of condominium operation (December 1, 2009 to November 30, 2010) shall be deemed presumptively reasonable.

(b) Pending the resolution in Arbitration of any dispute with respect to the allocation of General Common Expenses, the allocation to the affected General Common Charge Obligors of the disputed components of the General Common Expenses shall remain as determined by the Condominium Board, provided that upon such resolution, any resulting change in the allocation of such General Common Expenses shall be effective retroactive to the effective date of the allocation or re-allocation that gave rise to the dispute.

6.1.3 The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of General Common Charges allocated to and payable by the General Common Charge Obligors, and may modify its prior determination of the General Common Expenses for any fiscal year so as to increase or decrease the amount of General Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of General Common Expenses shall have a retroactive effect on the amount of General Common Charges payable for any period prior to the date of such new determination. However, a prior period's deficit may be included in General Common Charges for a subsequent period or paid from a Special Assessment levied against all General Common Charge Obligors.

6.1.4 The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the General Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any General Common Charge Obligor from the obligation to pay General Common Charges. In such event, the General Common Charges that were computed on the basis of the General Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the General Common Charges payable until a new determination of the General Common Expenses shall be made.

6.1.5 In addition to the foregoing duty to determine the amount of and assess General Common Charges, the Condominium Board shall have the right to levy special assessments ("Special Assessments") to meet the General Common Expenses. All Special Assessments shall be levied against all General Common Obligors equitably in proportion to: (a) their respective Common Interests, or (b) the anticipated benefit(s) to the affected Unit Owners, as determined by the Condominium Board. The Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of General Common Charges.

6.1.6 Except as otherwise set forth to the contrary herein or in the Declaration, the excess of all rents, profits and revenues derived from the rental or use of any space or facility

forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board, as agent for and on behalf of the Unit Owners, and shall constitute income of the Unit Owners. Notwithstanding any provision contained in these Condominium By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.7 There shall be no right of a General Common Charge Obligor or a Unit Owner to reduce its General Common Charges by opting out of any services or waiving any benefits provided by the Condominium Board.

6.1.8 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Residential Limited Common Elements and the Residential Section generally (the "Residential Common Expenses") shall be determined and incurred and paid by the Residential Board, and borne by the Residential Unit Owners in the manner determined by the Residential Board, but in all events in accordance with the Residential By-Laws. The Residential Board shall be the sole holder of any lien for unpaid General Common Charges, Residential Common Charges or Special Assessments that may be allocated to and/or assessed against Residential Unit Owners.

6.1.9 The Residential Common Charges collected by the Residential Board shall, in all instances, first be payable by the Residential Board to the Condominium Board in payment of the Residential Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Residential Board.

6.1.10 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, a Commercial Unit shall be determined and incurred and paid, by the owner of such Unit and shall be borne solely by such Unit Owner.

6.2 Payment of General Common Charges. All General Common Charge Obligors shall be obligated to pay General Common Charges assessed by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times (but not less than monthly) as the Condominium Board determines. Unless otherwise determined by the Condominium Board, General Common Charges shall be payable monthly, in advance, on the first day of each month.

6.3 Maintenance Obligations; Costs of Same.

6.3.1 General. Except as otherwise provided in the Declaration or these By-Laws (including, without limitation, Section 6.1.2 and Article 8 hereof), all operation, care, upkeep, maintenance, insurance, Repairs and Alterations, painting and decorating, whether

structural or non-structural, ordinary or extraordinary, including, without limitation, with respect to the building systems and other plumbing, heating, ventilating, electrical (including emergency power systems), air-conditioning and telecommunications systems, fixtures, Equipment and appliances:

(a) in or of the Residential Section (but excluding any General Common Elements that may be included therein, as and to the extent provided in these By-Laws) shall be made or performed in the manner, and by and at the sole cost and expense of the Unit Owners within the Residential Section, as is provided for, described and allocated within the Residential By-Laws;

(b) in or of any Commercial Unit (but excluding any General Common Elements that may be included therein, as and to the extent provided in these By-Laws) shall be made or performed by such Commercial Unit Owner at its sole cost and expense;

(c) in or of the General Common Elements shall be made or performed by the Condominium Board and the cost and expense thereof shall be charged as a General Common Expense to the General Common Charge Obligors as and in the manner provided in these By-Laws.

6.3.2 Exceptions. Notwithstanding the provisions of Section 6.3.1:

(a) Negligence; Fault. In the event and to the extent that any operation, care, upkeep, maintenance, Repair and Alteration, painting and decorating, whether structural or non-structural, ordinary or extraordinary (collectively, any "Necessary Work"), is required to be made or performed, or any increase in insurance premiums is required to be paid, with respect to the General Common Elements as a result of the negligence, misuse, neglect or abuse of: (i) any Commercial Unit Owner or its Occupants or Permittees, the entire cost thereof (the "Resulting Cost") shall be borne entirely by such Commercial Unit Owner; or (ii) the Residential Board or its Occupants or Permittees (including the Residential Unit Owners), the Resulting Cost shall be borne by the Residential Board as an obligation of such Board (but the Residential Board may for its own purpose allocate such cost to one or more Residential Unit Owners if such cost is attributable to such Unit Owner(s), or as otherwise provided in the Residential By-Laws); except, with respect to all of the foregoing in each case, to the extent that the Resulting Cost is covered by the proceeds of any insurance actually maintained, or would have been so covered had the insurance that was required to be maintained pursuant to the provisions of these Condominium By-Laws or the Residential By-Laws actually been maintained. The Resulting Cost shall not be deemed covered by insurance proceeds pursuant to the preceding sentence to the extent of any applicable deductibles. The foregoing shall not give rise to any claim on the part of any Person for consequential, special, exemplary or punitive damages.

(b) Cleaning of Windows. The Condominium Board will be responsible for the washing, cleaning and replacement of the exterior glass surfaces of all windows two (2) times per year. The cost thereof shall be included as an expense in the Common Charges payable by the Unit Owners. The washing of the interior glass surfaces of the windows shall be the responsibility of each Unit Owner. All window interiors must be cleaned a minimum of two (2) times per calendar year. The Condominium Board may from time to time enforce the

responsibility of Unit Owners to wash and clean the interior surfaces of windows located in their respective Units and charge the defaulting Unit Owner therefor. Window washing equipment may be permanently stored on certain terraces for window washing purposes. An easement of unlimited and unconditional access has been granted to the Condominium Board, Residential Board, Hotel Unit Owners and Commercial Unit Owners or such designees or employees to utilize certain Terraces for window washing, façade repair and maintenance purposes.

(c) Miscellaneous Maintenance Work. The Condominium Board shall have the right to require the Hotel Unit Owners and Residential Section to remove plantings, roof surfaces and other installations which have been placed on their respective Terraces if the Condominium Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe even if previously approved by such Board. In addition, the Condominium shall have the right, in connection with any repair or maintenance work in the Building, to erect scaffolding temporarily on any Terrace. In no event shall the Hotel Unit Owners be permitted to enclose or erect any structure on such Terrace. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and to ensure the integrity of the Building and the health and safety of the occupants.

(d) Replacement of Windows. Any replacement of glass windows in a Unit, to the extent the same constitutes part of the General Common Elements, because of breakage or otherwise, shall be made by the Condominium Board, and charged to the General Common Charge Obligors as a General Common Expense, on an allocated basis (as shown on the Expense Allocation Schedule), unless such breakage is caused by or attributable to the negligence, misuse or abuse of a Unit Owner or its Occupants or Permittees, in which event such replacement of glass windows shall be made by the Condominium Board and the cost thereof shall be allocated as described in subsection 6.3.2(a) above. Similarly, the Condominium Board shall cause the repair or replacement of any glass windows in any Residential Unit to be made, necessitated by breakage or otherwise, and the cost and expense thereof to the extent allocable to the Residential Section shall be charged to the Residential Unit Owners as a Residential Common Expense (unless such breakage is caused by or attributable to the negligence, misuse, neglect or abuse of one or more Residential Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, in which event such replacement of glass windows shall be made at the expense of such Residential Unit Owner(s)). In the event a child of eleven (11) years of age or less resides, or visits in a Residential Unit for an extended period of time, a Unit Owner is required to have installed child safety window guards in all windows of the Unit, as per the New York City Code. A Unit Owner must notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides in the Unit.

(e) Certain General Common Elements. Subject to Section 6.3.2(a) and Article 8 of these By-Laws and Article 15 of the Declaration, all operation (including the cost of any utilities), care, upkeep, maintenance, Repairs and Alterations (subject to the next sentence), and painting and decorating, of any General Common Element over which any Unit Owner has exclusive control and an exclusive right to use (e.g., terraces), shall be made by the applicable Unit Owner having such control and right (as provided in Article 15 of the Declaration) at its/their sole cost and expense, but in each case subject to the reasonable approval of the

Condominium Board. Subject to Sections 6.3.2(a) and 8.3 hereof, any structural or extraordinary Repairs or Alterations of or to such category of General Common Elements shall be made by the Condominium Board and charged to the General Common Charge Obligors as a General Common Expense and allocated as shown on the Expense Allocation Schedule. Additional requirements regarding the maintenance and Repair of terraces appurtenant to Residential Units are addressed in the Residential By-Laws.

6.3.3 Manner of Performing Maintenance and Repairs. All maintenance and Repairs by any Unit Owner or Board shall be made in accordance with the provisions of Sections 8.1.4 as if the references therein to Alterations were references to maintenance and Repairs.

6.3.4 Standard of Maintenance. Each Unit (and all portions thereof), each Limited Common Element and the General Common Elements shall be kept and maintained in a good and proper manner, consistent with standards of maintenance and appearance as are commensurate with other similar properties in the vicinity of the Building, by whichever Person is responsible for the maintenance and Repair thereof under the Condominium Documents; and each such Unit Owner or Board shall promptly make or perform, or cause to be made or performed, all maintenance work, Repairs, Alterations, painting or decoration as are necessary in connection therewith and to ensure that such Unit, Limited Common Element or General Common Element meets or exceeds such standards.

6.4 Utility Services. Utilities are provided and supplied to the Property and are distributed within the Building to each "Utility Service Area" and to the General Common Elements, and shall be paid for, as hereinafter set forth. For purposes of this Section 6.4, a "Utility Service Area" means each Commercial Unit and the Residential Section (together with their respective appurtenant Limited Common Elements, if any).

6.4.1 Electricity.

(a) General. Electricity service for the Building will be provided by Consolidated Edison Company of New York, Inc. ("Con Ed") or other utility company/ies or supplier(s) from time to time serving the Property and distributed to and for each utility service area. The electricity consumed by each individual Residential Unit shall be individually metered directly by Con Edison. The electricity consumed by each of the Commercial Units shall be metered individually by Con Edison. The electricity consumed for the common areas and central systems serving the Building shall be separately metered by Con Edison as a common expense.

6.4.2 Gas. Gas for the Building will be supplied by Con Edison or other utility company/ies or supplier(s) from time to time serving the Property. Any gas consumed by the Residential Section for cooking shall be metered by a single Con Edison meter and borne by the Residential Unit Owners as a Residential Section common expense. Any gas consumed for domestic hot water by the Residential Section shall be metered by a single Con Edison meter and borne by the Residential Unit Owners as a Residential Section common expense. Any gas consumed for domestic hot water by Hotel Unit 1 and Hotel Unit 2 shall be metered by a single Con Edison meter and allocated to Hotel Unit 1 and Hotel Unit 2 as a common expense. Any gas consumed for heating (to the boilers and rooftop heating ventilation units) shall be metered by a single Con Edison meter and borne by the Residential Section and the Commercial Units as

a common expense. Any gas consumed by Commercial Unit 3 for domestic hot water and cooking shall be metered by a single Con Edison meter and borne by the Commercial Unit 3.

6.4.3 Domestic Water; Sewer Rents. Domestic water and sewer services for the Building shall be supplied by The City of New York or other utility servicing the Property. The Building will have a master direct water meter, provided by the City of New York. Water service provided to the Building (Residential Section, Commercial Units and in the General Common Elements of the Building) will be levied on the basis of Master City Meter. Residential Unit Owners shall pay for the water as a Residential Section common expense. Water to the Commercial Units will be individually sub-metered, and the respective costs will be borne by the Commercial Unit Owners. Sewers exit the building into the NYC DEP combined storm/sewer system on West 45th Street. Sewer service from the Building (including the Residential Section, Commercial Units and in the General Common Elements of the Building) will be levied on the basis of Master City Meter. Residential Unit Owners shall pay for this as a Residential Section common expense. Commercial Units shall be individually metered.

6.4.4 Meter Readings.

(a) The Condominium Board shall, as necessary, engage the services of a reputable meter reading and/or billing company to act on its behalf in properly billing and accounting for each General Common Charge Obligor's share of utility costs reimbursable to the Condominium Board.

(b) All such billings to General Common Charge Obligors by or on behalf of the Condominium Board with respect to metered or submetered utilities shall be at the Building's and/or Condominium Board's cost; except that the allocable cost of reading the meters or submeters of each General Common Charge Obligor may be added to the charges payable to the Condominium Board by each such General Common Charge Obligor.

6.4.5 Further Submetering. Each General Common Charge Obligor shall have the right to submeter or allocate, as applicable and as determined in its sole discretion, all or any portion of the utilities within its Utility Service Area and, to bill or otherwise collect amounts from its Occupants or Residential Unit Owners, as the case may be, with respect thereto. Subject to Section 6.5.9(b) below, the individual Residential Unit Owners shall pay their share of their Residential Section's utility costs to the Residential Board in the manner provided in the Residential By-Laws. No such sub-submetering or other allocations or arrangements made by a General Common Charge Obligor, however, shall affect or diminish the primary obligation of such General Common Charge Obligor to the Condominium Board with respect to any such charges, as applicable.

ARTICLE 7

REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS

7.1 Real Estate Taxes; Impositions.

7.1.1 Until the Units are separately assessed, each Unit Owner will pay to the Board a share of the Property's real estate taxes for the period in question calculated as

follows: the total real estate taxes for the Condominium will be allocated among the categories of Units on the basis of each Unit's proportionate Common Interest. The Board will pay such real estate taxes timely to the Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on the Property or any Unit. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes assessed against or allocated to any other Unit(s). Each Unit Owner shall be responsible for the Impositions payable in respect of its Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Condominium Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense.

7.2 Tax Certiorari Proceedings. The Condominium Board, on behalf of and as agent for all or any of the Commercial Unit Owners, may commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the respective Commercial Units but only to the extent requested and authorized to do so, in writing, by the appropriate Commercial Unit Owners thereof, and provided such Commercial Unit Owners indemnify the Condominium Board and the other Unit Owners from and against all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. During the pendency of any such proceedings, all Commercial Unit Owners making such request to the Condominium Board and joining therein shall share in the costs thereof in relative proportion to their respective Common Interest; and upon the conclusion of any such proceedings, such Persons shall, after retroactive adjustment for any overpayments or underpayments as a result of prior sharing on the basis of Common Interest, share in the costs thereof in relative proportion to the benefits derived by such Unit Owners therefrom. In the event any Commercial Unit Owner individually seeks to have the assessed valuation of its Commercial Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary or desirable for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner (at such Unit Owner's cost and expense) in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. Certiorari proceedings to obtain reduced real estate tax assessments with respect to the Residential Units shall be commenced, pursued, compromised and settled as and to the extent set forth in the Residential By-Laws.

ARTICLE 8

ALTERATIONS

8.1 Alterations to Units.

8.1.1 Except as otherwise provided in the Declaration, no Residential Unit Owner (other than Declarant or Sponsor or their designee as the owner of Unsold Units) shall make any alteration, addition, improvement or repair in or to its Unit if the same would affect the structure or systems of the Building, without the prior written approval of the Condominium Board, which approval will not be unreasonably withheld. Prior to, and as a condition of, the granting of its consent to the making of any such alteration, addition, improvement or repair in or to a Residential Unit, the Condominium Board, at its option, may require the Unit Owner to

execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such Alteration may be made.

8.1.2 All Repairs which would affect the structure or systems of the Building and all Alterations to any Residential Unit shall be made in accordance with plans and specifications, which plans and specifications shall be subject to review and approval by the Condominium Board. All Alterations shall be performed: (i) at the Unit Owner's sole cost and expense; (ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Units or the Building; (iii) during only such days and hours as may be specified by the Condominium Board in its reasonable judgment; (iv) only after obtaining such insurance, naming the Condominium Board and its Managing Agent, and the Residential Board and its Managing Agent, as additional insureds, as the Condominium Board or the Managing Agent may require; (v) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the Managing Agent's then approved list, as such list may change from time to time, in the sole discretion of the Condominium Board or the Managing Agent; and (vi) in compliance with the Declaration, these By-Laws, the Residential By-Laws (including the Residential Rules and Regulations) and the General Rules and Regulations, if any, the overall Building standards and all Laws.

8.1.3 The Unit Owner performing or causing, permitting or suffering such Alterations to be performed shall, if required by either the Condominium Board and/or the Residential Board, pay the cost of (a) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations, (b) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (and copies thereof shall be delivered to the Condominium Board and the Residential Board promptly after the issuance thereof and prior to the commencement of any alterations, additions, improvements or repairs), and obtaining any amendment to the Certificate of Occupancy for such Unit, if necessary, and (c) any architectural, engineering and legal fees incurred by the Condominium Board or the Residential Board, as appropriate in connection with such work. Neither the Condominium Board, the Residential Board nor any Unit Owner (other than the Unit Owner making or causing, permitting or suffering any Alterations to be made in or to its Unit) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or caused, permitted or suffered to be made by any Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of a Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these By-Laws, the Residential By-Laws (including the Residential Rules and Regulations) and the General Rules and Regulations, if any, and all Laws insofar as the same relates to Alterations. A Unit Owner making or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Condominium Board and its Managing Agent, the Residential Board and its Managing Agent, all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage or injury, whether

direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

8.1.4 Any application to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or to any Unit so approved by the Condominium Board shall, if required by law or such department or authority, be executed by the Condominium Board, or the Residential Board provided that the Condominium Board and/or the Residential Board, as the case may be shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, supplier, architect or engineer on account of such Alteration or to any person having any claim for injury to person or damage to property arising therefrom.

8.1.5 Notwithstanding anything to the contrary contained in this Section 8.1 (but subject to all Laws), however, Declarant, Sponsor and their designees shall have the right pursuant (and subject) to the terms of the Declaration, without the approval of any Board, to: (i) make any alterations, additions, improvements and repairs in or to any Unsold Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) subdivide, combine and change the boundary walls of Unsold Units. Additionally, an initial purchaser of an Unsold Unit shall have the right, without the approval of the Board, to make any Alterations in or to its Unit, provided that Declarant, Sponsor or their designee has consented to the same in writing at or prior to the closing of title to such Unit, and that such purchaser complies with all of the other requirements of this Article 8.

8.1.6 In addition to the requirements set forth above in this Section 8.1, until a permanent Certificate of Occupancy is obtained for the Building, no Unit Owner shall make any Alterations in or to its Unit without first notifying Declarant and Sponsor of the same in writing and complying with Declarant's and Sponsor's reasonable requirements with respect to the same. Such requirements may include, but need not be limited to, the requirements that:

(a) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued;

(b) the Unit Owner posts a bond or other similar security that is reasonably acceptable to Declarant or Sponsor in an amount sufficient (in Declarant or Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(c) such work not be commenced until the Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Declarant and Sponsor;

(d) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) Declarant and Sponsor and their representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(f) promptly after the completion of such work, all necessary inspections and approvals of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Declarant and Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(g) the Unit Owner shall indemnify and hold Declarant and Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by Sponsor due to any violation of a Legal Requirement or due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by applicable Laws and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Declarant or Sponsor, any other Unit Owner, or Board), such work shall be performed solely by union members.

8.1.7 If any Unit Owner commences any such Alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Declarant or Sponsor in connection with the same, Declarant or Sponsor or their designees, as the case may be, shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until such Unit Owner is permitted hereunder to resume its work, Declarant and Sponsor or their designees, as the case may be, shall have the right to perform any and all work in and to such Unit Owner's Unit as shall be necessary, in Declarant or Sponsor's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work performed by Declarant or Sponsor, or their designees as the case may be, shall be borne by such Unit Owner and shall be paid to Declarant or Sponsor, or their designees as applicable, within fifteen (15) days of written demand therefor.

8.2 Alterations to Residential Units. The provisions set forth above in Section 8.1 shall, to the extent therein provided, apply to Alterations in or to the Residential Section; however, unless otherwise provided in the Residential By-Laws, the Residential Board shall have the exclusive right to make Alterations to the Residential Limited Common Elements. In

addition, subject in all events to the provisions hereof regarding conflicting terms, Alterations to the Residential Units and the Residential Limited Common Elements shall be further subject to such additional terms, conditions and requirements as may be contained in the Residential By-Laws from time to time or as shall be imposed by the Residential Board (including, without limitation, requiring that any approvals or consents required or permitted to be obtained by a Residential Unit Owner from the Condominium Board or Commercial Unit Owners be obtained by the Residential Board on the Residential Unit Owner's behalf). Any of the foregoing requirements and authority of the Condominium Board set forth in Section 8.1 may be delegated by the Condominium Board to the Residential Board with the agreement of the Residential Board.

8.3 Alterations to General Common Elements.

8.3.1 Cost and Approval. Alterations in or to any General Common Element may be made only by the Condominium Board, authorized in accordance with the provisions hereof and the cost thereof shall be charged to the General Common Charge Obligors in accordance with Article 6 hereof.

8.3.2 Without Consent of Affected Unit Owner(s) or Board(s). Notwithstanding any other provision of the Condominium Documents, to the extent that any Alteration (including Repair) of the General Common Elements is necessary to comply with Laws or Insurance Requirements, or for the health or safety (but not the general comfort or welfare) of the Unit Owners or their Occupants or Permittees or in the case of an Emergency, the Condominium Board may make and perform the same without the consent of any Unit Owner(s) or the Residential Board that would, or whose Unit(s) or Limited Common Elements would, be affected thereby.

ARTICLE 9

[INTENTIONALLY OMITTED]

ARTICLE 10

MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS

10.1 Mechanic's Liens. In the event that any mechanic's lien is filed against any Unit or other portion of the Property as a result of services provided or materials furnished to, or Alterations or Repairs or other work performed for: (a) a Commercial Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit or any Commercial Limited Common Elements over which it exercises exclusive control, or a Residential Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to its Unit, or any Residential Limited Common Elements over which it exercises exclusive control pursuant to the Residential By-Laws (each such Unit Owner, for purposes of this Section 10.1, being referred to as the "Lien-Causing Unit Owner"); (b) the Residential Board (or its Managing Agent or such Board's Occupant's or Permittees) with respect to the Residential Limited Common

Elements (other than those over which one or more Residential Unit Owners exercises exclusive control pursuant to the Residential By-Laws) or any Residential Unit owned by the Residential Board or its designee; or (c) the Condominium Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Condominium Board or its designee (in each such case (b) or (d), for purposes of this Section, such Board being referred to as the "Lien-Causing Board"), or alleged to have been provided or furnished to, or performed for, any such Lien-Causing Unit Owner or Lien-Causing Board, as the case may be, then such Lien-Causing Unit Owner or Lien-Causing Board shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Condominium Board) of same, and shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge, in each case within sixty (60) days after receiving from the Residential Board or Unit Owner whose Unit (and/or Limited Common Element) has been adversely affected by such mechanic's lien, or from the Condominium Board if any General Common Elements have been adversely affected by such mechanic's lien, a notice (a "Lien Notice") identifying the lien and requesting that the same be released or discharged, failing which: (y) the Condominium Board (in the case of a Lien-Causing Unit Owner or the Residential Board that is a Lien-Causing Board), or (z) each of the Unit Owners and the Residential Board (if the Condominium Board is the Lien-Causing Board), shall have the rights set forth in Section 13.1.1(e) of these By-Laws. For purposes of this Section 10.1, the Residential Board or Unit Owner shall be deemed to be "adversely affected" by a mechanic's lien (which is the responsibility of a Lien-Causing Unit Owner or Lien-Causing Board to remove, as aforesaid) if: (i) in the case of the Residential Board that is affected, any of the Residential Units within its Residential Section, any Residential Limited Common Elements within the Residential Section or (ii) in the case of a Unit Owner that is affected, such Unit Owner's Unit and/or Limited Common Elements is/are reasonably purportedly (whether or not actually) encumbered by or subjected to the mechanic's lien (provided such mechanic's lien arises from services provided or materials furnished to, or Alterations or Repairs or other work performed for or alleged to have been provided or furnished to, or performed for, the Lien-Causing Unit Owner or the Lien-Causing Board, and not by, to or for the putatively 'adversely affected' Unit Owner or Residential Board or its/their Occupants or Permittees). In all events, the Lien-Causing Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from the applicable mechanic's lien. Copies of all Lien Notices sent by the Residential Board or Unit Owner shall be simultaneously sent to the Condominium Board.

10.2 Violations. In the event that any violation shall be noted or noticed against any Unit or other portion of the Property as a result of any condition at the Property created or suffered by or existing with respect to: (a) a Commercial Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Commercial Unit or appurtenant Commercial Limited Common Elements, if any; or a Residential Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to any Residential Limited Common Elements over which it exercises exclusive control pursuant to the Residential By-Laws (each such Unit Owner, for purposes of this Section 10.2, being referred to as the "Violation-Causing Unit Owner"); (b) the Residential Board (or its Managing Agent or Occupants or Permittees) with respect to the Residential Limited Common Elements (other than those over which one or more Residential Unit Owners exercises exclusive control pursuant to the Residential By-Laws), or

any Residential Unit owned by the Residential Board or its designee; or (c) the Condominium Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Condominium Board or its designee (in each such case (b) and (c) for purposes of this Section, such Board being referred to as the "Violation-Causing Board"), the Violation-Causing Unit Owner or the Violation-Causing Board, as the case may be, shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Condominium Board) of same, and shall cause the violation to be removed and the condition giving rise to the violation to be cured, in each case within sixty (60) days after receiving, from the Residential Board or Unit Owner whose Unit or Limited Common Element has been adversely affected by such violation, or from the Condominium Board if any General Common Elements have been adversely affected by such violation, a notice (a "Violations Notice") identifying the violation and requesting that the same be removed and the condition giving rise to it be cured (provided that if such violation cannot, notwithstanding diligent efforts, be removed and/or such condition cured within such sixty (60) day period, the Violation-Causing Unit Owner or the Violation Causing Board, as the case may be, commences the removal of such violation and/or the curing of such condition as promptly as practicable within such sixty (60) day period and thereafter proceeds with diligence and continuity to complete such removal and/or cure); failing which: (y) the Condominium Board (in the case of a Violation-Causing Unit Owner or the Residential Board that is a Violation-Causing Board), or (z) each of the Unit Owners and the Residential Board (if the Condominium Board is the Violation-Causing Board), shall have the rights set forth in Sections 13.1.1(e) and 13.4 of these By-Laws. For purposes of this Section 10.2, the Residential Board or a Unit Owner shall be deemed to be "adversely affected" by a violation or condition giving rise to a violation (which is the responsibility of a Violation-Causing Unit Owner or Violation-Causing Board to remove or cure, as aforesaid) if: (i) in the case of the Residential Board that is affected, any of the Limited Common Elements; or (ii) in the case of a Unit Owner that is affected, any of such Unit Owner's Unit or appurtenant Residential Limited Common Elements, in each case, is/are reasonably purportedly (whether or not actually) subjected to the violation or the violation is noted against same (provided such violation arises from a condition at the Property created or suffered by the Violation-Causing Unit Owner or the Violation-Causing Board, and not by the putatively 'adversely affected' Unit Owner or Residential Board or its/their Occupants or Permittees). In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 10.3 or the underlying violation or non-compliance related thereto. Copies of all Violations Notices sent by the Residential Board or Unit Owner shall be simultaneously sent to the Condominium Board.

10.3 Compliance With Laws, Insurance Requirements. Each Unit Owner and the Residential Board, and the Condominium Board, without cost or expense to the other Unit Owner(s) and Boards (except that costs and expenses incurred by the Condominium Board pursuant to this sentence are General Common Expenses), shall promptly comply and/or cause its Occupants or Permittees to comply with all Laws and Insurance Requirements applicable to such Unit Owner's or Board's Unit, Limited Common Elements or General Common Elements, as applicable; provided, however, that each Unit Owner and the Residential Board, and the Condominium Board, shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or applicability to it of any such Law or Insurance Requirement and may delay compliance until a final decision has been rendered in

such proceedings and appeal is no longer possible, unless such delay is reasonably likely to (1) render the other Unit(s) or any portion of any of the Common Elements liable to forfeiture, involuntary sale or loss, (2) result in involuntary closing of any business conducted thereon or therein, (3) subject another Unit Owner, Residential Board or the Condominium Board to potential or real civil or criminal liability, (4) impair or prohibit any insurance required to be maintained hereunder or under any of the other Condominium Documents, or (5) subject any other Unit, Limited Common Element or the General Common Elements to any lien or encumbrance, in which case (with respect to any of the foregoing clauses (1)-(5)) the contesting Unit Owner or Board shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security for complying with such Law or Insurance Requirement. If such alternate measures shall not be effective to prevent any of the foregoing, then such contesting Person shall comply with the applicable requirements pending the resolution of any such contest. Each non-contesting Unit Owner and Board shall cooperate to the fullest extent necessary with any contesting Unit Owner or Board in any proceeding undertaken pursuant to this provision, including executing necessary documents or consents to such contest, provided all costs and expenses incurred with respect thereto are paid by the contesting Unit Owner or Board, as the case may be. In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 10.3 or the underlying violation or non-compliance related thereto.

10.4 Hazardous Materials. No Unit Owner (or its Occupants or Permittees) or Board shall store, use or permit the storage or use of Hazardous Materials on, about, under or in its Unit, Limited Common Element, or otherwise in or on the Property, except to the extent that such Hazardous Materials are necessarily and customarily used in the ordinary course of usual business operations conducted thereon (in the case of Commercial Unit Owners), and any such storage and/or use shall at all times be in compliance with all applicable Environmental Laws. Each Unit Owner and Board shall defend, protect, indemnify and hold harmless the Condominium Board, the Residential Board, and each other Unit Owner (and the Occupants of each of the foregoing) from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material stored, used, maintained, released, or otherwise introduced by such Unit Owner or Board (including its Occupants and Permittees) under or in its Unit, Residential Section, Residential Limited Common Elements, General Common Elements or otherwise in or on the Property.

ARTICLE 11

RECORDS AND AUDITS

11.1 Records. The Condominium Board (or its Managing Agent) shall keep detailed records of the actions of the Condominium Board, minutes of the meetings of the Condominium Board, minutes of the meetings of the Unit Owners, if any, and financial records and books of account with respect to the activities of the Condominium Board, including a listing of all receipts and expenditures. In addition, the Condominium Board shall keep a separate account for

each Commercial Unit and the Residential Board which, among other things, shall contain the amount of each assessment of General Common Charges and other amounts required by the Condominium Board to be paid in respect of each such Commercial Unit and Residential Board, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

11.1.1 Annual Report. Within four months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Condominium Board to all Unit Owners, Registered Mortgagees of Commercial Units and Permitted Mortgagees of Residential Units, who have requested the same in writing. The cost of such report submitted by the Condominium Board shall be paid by the Commercial Unit Owners and Residential Board as a General Common Expense.

11.1.2 Availability of Documents. Copies of the Declaration, these By-Laws, the Residential By-Laws, the Residential Rules and Regulations and the Floor Plans (as such term is defined in the Offering Plan), as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 12

INSURANCE; CASUALTY; CONDEMNATION

12.1 Condominium Board's Insurance Requirements. The Condominium Board shall be required to obtain and maintain, to the extent obtainable and maintainable at commercially reasonable rates, the following insurance with respect to the General Common Elements:

12.1.1 Insurance against loss customarily included in so-called "All Risk" or Special Form Perils property insurance written with Replacement Costs and Agreed Amount Endorsements, including building collapse and such other insurable hazards as, under good insurance practices from time to time, are insured against for other property and buildings similar to the Building in use, location, height, and type of construction. Such insurance policy shall also insure costs of demolition and increased cost of construction, including, without limitation, increased costs arising out of changes in applicable laws and codes regulating reconstruction following a loss, insuring the General Common Elements, and covering the interests of the Condominium, the Boards, all Unit Owners, all Permitted Mortgagees (as a group) and all Registered Mortgagees, as their respective interests may appear. In addition, the "All Risk" property insurance shall also provide flood (including sewer backup) and earthquake (including land subsidence) coverage, which flood and earthquake coverages may contain sublimits per occurrence and in the annual aggregate as determined by the Condominium Board. The amount of such "All Risk" insurance shall be not less than one hundred percent (100%) of the aggregate replacement cost value of the General Common Elements (without deduction for depreciation), and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Condominium Board, from time to time, may determine. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost

endorsement. Such coverage shall not include any Unit, or any fixtures, improvements, furnishings or personal property within any Unit;

12.1.2 Loss of business income (monthly Common Charges) insurance;

12.1.3 Workers' Compensation insurance and New York State Disability benefits insurance as required by law and Employer's Liability coverage with limits of not less than $1,000,000, covering any employees of the Condominium (provided, however, that if the Condominium Board does not have any direct employees, such insurance shall be purchased on an "if any" basis);

12.1.4 Comprehensive Boiler & Machinery coverage on a replacement cost basis, covering all physical damage to the General Common Elements, and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Condominium Board, from time to time, may determine, and covering the interests of the Condominium, the Boards and all Unit Owners and Registered Mortgagees, as their respective interests may appear. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement.

12.1.5 Crime insurance covering the Condominium Board and all officers, directors and employees of the Condominium and of any Managing Agent(s) of the Condominium with limits of not less than two (2) months of the then annual General Common Charges paid in the aggregate by all Unit Owners at the time of purchase or renewal of such policy.

12.1.6 Directors' and Officers' Liability (Errors and Omissions) insurance with respect to the Condominium Board with limits of no less than $1,000,000.

12.1.7 Commercial General (Public) Liability policy (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $50,000,000 per occurrence and annual aggregate per location, or in such higher limits as the Condominium Board, from time to time, may determine. The policy or policies described in this subsection shall cover the following entities as follows:

(a) The Condominium, Condominium Board, the Managing Agent(s) of the Condominium, the members of the Condominium Board and each officer and employee of the Condominium shall be the named insured on such Commercial General Liability policy;

(b) The Residential Board, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and Registered or Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of the Residential Board arising from occurrences within or about the Residential Section; and

(c) Each of the Unit Owners, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and Registered or Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of a Unit Owner arising from occurrences within or about its own Unit or the Residential Limited Common Elements appurtenant thereto.

12.1.8 The Condominium Board shall, in the exercise of good business judgment and good insurance practices, as it shall determine, obtain and maintain terrorism insurance to the extent available at commercially reasonable rates, covering the General Common Elements, with limits, deductibles and terms as the Condominium Board, from time to time, may determine.

12.1.9 Such other insurance as the Condominium Board may determine advisable or necessary from time to time (Sections 12.1.1 through 12.1.8, collectively, the "Condominium Board Insurance"). The Condominium Board Insurance shall have deductibles in such amounts as the Condominium Board, from time to time, may reasonably determine. The Condominium Board shall review the limits of Condominium Board Insurance at least once each year.

12.2 Commercial Unit Owners' Insurance Requirements. Each Commercial Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Condominium Board, from time to time, may determine.

12.2.1 Commercial General (Public) Liability policy of insurance form (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $1,000,000 per occurrence and annual aggregate per location. The Commercial Unit Owners purchasing such Commercial General Liability policy shall be the named insured. Each of the Boards and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

12.2.2 Insurance against loss customarily included in so-called "All Risk" or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of the Commercial Unit Owner, and its Registered Mortgagee in the applicable Commercial Unit, as their respective interests may appear, in amounts reasonably sufficient to undertake and complete any Unit Restoration Work and otherwise comply with Section 12.10.4 below.

12.2.3 Business Income and/or Rental Income due to an occurrence or accident insured under the "All Risk" policy and the Boiler and Machinery policy. The coverage shall be

provided on "Actual Loss Sustained" forms in amounts of not less than twenty-four (24) months of the then annual General Common Charges payable by the applicable Commercial Unit Owner at the time of purchase or renewal of such policy. Such policy of Business Income and/or Rental Income shall have a maximum deductible of no more than six (6) months of the then annual General Common Charges payable by the applicable Commercial Unit Owner at the time of purchase or renewal of such policy. Each Commercial Owner shall use commercially reasonable efforts to name the Condominium Board as "loss payee", as its interest may appear, under such policy.

12.3 Residential Unit Owner's Insurance Requirements. Each Residential Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Residential Board, from time to time, may determine:

12.3.1 Liability insurance, with a limit of not less than $1,000,000 per occurrence, and an Umbrella Liability Policy with limits of not less than $3,000,000 per occurrence and annual aggregate per location, covering the interests of the Residential Unit Owner and its Permitted Mortgagee in the Residential Unit as their respective interests may appear. Such insurance may, at the option of the Residential Unit Owner, be affected by a Homeowners HO-6 form (or its equivalent). The Residential Unit Owner purchasing such policy shall be the named insured.

12.4 Residential Board's Insurance Requirements. The Residential Board (on behalf of the Residential Section) shall obtain and maintain the following insurance in such amounts and in such limits as described below:

12.4.1 Commercial General Liability policy of insurance form ISO CG 001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $100,000,000 per occurrence and annual aggregate per location. The Residential Board purchasing such Commercial General Liability policy shall be the named insured. The Condominium Board and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

12.4.2 Insurance against loss customarily included in so-called "All Risk" or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of, as the case may be, the Residential Unit Owners and the Permitted Mortgagees in the Residential Limited Common Elements, as their respective interests may appear, in amounts reasonably determined by the Condominium Board to be sufficient to undertake and complete any Residential LCE Restoration Work, and otherwise comply with the provisions of Section 12.10.5 below.

12.5 Insurance Requirements During the Course of Alterations and/or Repairs. The Condominium Board shall promulgate, as part of the General Rules and Regulations, rules and regulations specifying, with respect to the performance of Alterations and/or Repairs by any Person, whether insurance is required to be carried with respect to such Alteration and/or Repair and if so, the type of insurance required, the amount thereof, the Person required to carry any such insurance and such other related matters as the Condominium Board shall deem appropriate. Notwithstanding anything to the contrary contained in these By-Laws, provisions consistent with Section 12.7 hereof shall be part of such rules and regulations only to the extent, if any, deemed appropriate by the Condominium Board.

12.6 Insurance as a General Common Charge.

12.6.1 The premiums for all insurance referred to in Section 12.1 above shall be a General Common Expense and shall be borne by each of the General Common Charge Obligors as a General Common Charge in proportion to the relative Common Interests. Any General Common Charge Obligor may request the Condominium Board to obtain and maintain for its benefit any additional coverages and any changes or amendments to the terms and conditions of existing coverages as such requesting General Common Charge Obligor sees fit (collectively, the "Additional Insurance Coverage") and may require that all proceeds of any such Additional Insurance Coverage (to the extent that it can be determined with reasonable certainty that such proceeds relate to such Additional Insurance Coverage and not to insurance purchased by the Condominium Board on its own behalf) be payable to such General Common Charge Obligor (and if, notwithstanding such requirement, proceeds are paid to the Condominium Board or the Insurance Trustee, then notwithstanding any other provision of these By-Laws to the contrary, such proceeds shall be turned over to such General Common Charge Obligor); provided, however, that (A) the cost of such Additional Insurance Coverage shall be borne entirely by the Person requesting it and such Person shall indemnify the Condominium Board from any loss, cost and expense (including reasonable attorney's fees) in connection therewith and (B) the Additional Insurance Coverage shall not (i) preclude the Condominium Board from purchasing, for itself, insurance coverage similar to such Additional Insurance Coverage, (ii) preclude the Condominium Board from receiving proceeds from any Condominium Board Insurance, (iii) cause the Condominium Board Insurance to be less protective or (iv) adversely affect the interests of the Unit Owners or Boards.

12.6.2 If the use of all or any portion of any Commercial Unit or all or any portion of the Residential Section in violation of these By-Laws or the Declaration causes an increase in the premium for the insurance which the Condominium Board or any Unit Owner is required to obtain and maintain as set forth herein or otherwise, then the owner of the Commercial Unit or the Residential Board, as applicable, shall be obligated to pay to the Condominium Board, as an additional General Common Charge, or to pay to such Unit Owner, as the case may be, a sum equal to the amount of such increase attributable to such use.

12.7 General Insurance Matters.

12.7.1 Blanket Policy. The insurance coverage required of any Person under this Article 12, at the option of such Person, may be offered under a blanket policy or policies, provided that any such blanket policy shall otherwise comply with the provisions of these By-

Laws. With respect to blanket property polices covering the applicable property to be insured pursuant to these By-Laws (the "Insured Property") and other properties and assets not constituting a part of such Insured Property, such blanket policies shall be without possibility of co-insurance or reduction below the limits required by this Article 12 by reason of, or damage to, any other property (real or personal) named therein. If the insurance required by these By-Laws shall be effected by any such blanket policy, such Person shall furnish to the Person or Persons specified in Section 12.7.4 hereof (when and as such deliveries would be required for the insurance regularly required by these By-Laws not constituting blanket coverage) valid certificates of insurance evidencing such policy, with schedules thereto attached (with respect to property or building insurance) showing the amount of insurance afforded by such policies applicable to the Insured Property.

12.7.2 Policy Requirements. (a) All policies required to be obtained pursuant to these By-Laws shall:

(b) be purchased from and maintained with companies duly licensed, and preferably admitted to do business in the State of New York, which are rated at the time of purchase or renewal of such policy in the then most current A.M. Best Key Rating Guide with ratings of A- and IX or better (or the equivalent of such rating if there is a change in the basis of the rating, or any successor publication of comparable standing) with respect to policies required to be obtained by the Condominium Board, the Commercial Unit Owners and the Residential Board pursuant to Sections 12.1, 12.2 and 12.4 of these By-Laws, respectively. The foregoing shall not apply to the Residential Unit Owners, and the insurance companies furnishing the policies required to be obtained by the Residential Unit Owners pursuant to these By-Laws shall be rated pursuant to and in accordance with applicable standards, if any, to be determined by the Residential Board.

(c) with respect to "All Risk" or other property coverage, contain a waiver of the insurer's right of subrogation against the Unit Owners, the Boards, any Registered Mortgagee and all Occupants.

(d) provide that before any material change or cancellation of a policy for which an additional insured or loss payee is required to be named pursuant to this Article 12, at least thirty (30) days' advance written notice shall be given in the case of insurance required to be maintained by (w) the Condominium Board, to each Commercial Unit Owner, each Registered Mortgagee and the Residential Board, (x) a Commercial Unit Owner, to the other Commercial Unit Owners and the Boards (y) the Residential Board, to the Condominium Board, and each Commercial Unit Owner and (z) a Residential Unit Owner, to the Residential Board.

(e) be primary as to the named insured and not be entitled to contribution from any other insurance that may be maintained by any other party.

(f) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the policy holder.

(g) All policies of "All Risk" and Comprehensive Boiler & Machinery property coverage required to be obtained by any Person pursuant to these By-Laws shall name its Registered Mortgagee, if any, as a "mortgagee" under a standard New York State mortgagee clause or its equivalent which shall provide that the loss, if any, thereunder shall be payable to such Registered Mortgagee, as its interest may appear, subject, however, to the provisions of Sections 12.10.1 and 12.10.2 with respect to insurance maintained by the Condominium Board and subject to the provisions of Sections 12.10.4 and 12.10.5 with respect to insurance required to be maintained by the Unit Owners and the Residential Board, respectively.

(h) All policies of "All Risk" and Comprehensive Boiler & Machinery property coverage required to be obtained by the Condominium Board shall (A) provide that adjustment of loss shall be made by the Condominium Board on behalf of all Unit Owners and Registered Mortgagees, if applicable, and (B) name the Insurance Trustee (as hereinafter defined) as "loss payee" as agent for the insured in the event the proceeds payable are in excess of $2,000,000.

(i) Unless otherwise r equired of the Residential Unit Owners or Residential Board by the Residential By-Laws, the Condominium Board, Residential Board, and Unit Owners shall not be required to obtain or maintain any insurance with respect to any personal property contained in the respective General Common Elements, Residential Limited Common Elements or Unit, except as is mandated under any "All Risk" or Comprehensive Boiler & Machinery property coverage required under these By-Laws. The Unit Owners and the Residential Board shall not be prohibited from carrying other insurance for their own benefit in addition to the insurance required to be carried by such Unit Owners and Residential Board under these By-Laws.

12.7.3 Condominium as Additional Insured. All policies required to be obtained pursuant to these By-Laws and/or the Residential By-Laws shall name the Condominium as an additional insured.

12.7.4 Evidence of Insurance. (a) Condominium Board Insurance. The Condominium Board shall deliver to all Commercial Unit Owners and the Residential Board and all Registered Mortgagees a certificate of insurance evidencing the insurance required to be maintained by the Condominium Board under Section 12.1 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(b) Commercial Unit Owner Insurance. Each Commercial Unit Owner shall deliver to the other Commercial Unit Owners and the Boards a certificate of insurance evidencing the insurance required to be maintained by such Unit Owner under Section 12.2 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(c) Residential Unit Owner Insurance. Each Residential Unit Owner shall deliver to the Residential Board a certificate of insurance evidencing the insurance required to be

maintained by such Unit Owner under Section 12.3 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

12.8 Waiver of Subrogation. Each of the Boards and the Unit Owners (and their Occupants) (the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Unit Owner and all Boards and their respective Occupants (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Property, which loss or damage is of the type covered by "All-Risk" or Comprehensive Boiler & Machinery property insurance policies required to be carried under these By-Laws, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible. The Releasing Party agrees to obtain, if needed, appropriate language in its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release.

12.9 Indemnification.

12.9.1 Indemnification by Unit Owners. Subject to the waiver of claims and waiver of subrogation set forth in this Article 12, each Unit Owner covenants to indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Occupants, directors, officers, agents, tenants, contractors, employees, servants, licensees (collectively, the "Related Parties")) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Unit (or any Limited Common Element appurtenant to such Unit) owned by such Unit Owner, or occasioned wholly, or in part, by any gross negligence, willful misconduct or bad faith of such Unit Owner, or its respective Related Parties.

12.9.2 Indemnification by Boards. Subject to the waiver of claims and waiver of subrogation set forth in this Article 12, each of the Boards covenants to indemnify, defend and hold each Unit Owner (and each Unit Owner's Occupants) and each other Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of such Unit Owner or any such other Board, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon (i) with respect to the Condominium Board, the General Common Elements, and (ii) with respect to the Residential Board, the Residential Limited Common Elements, or occasioned wholly or in part by any gross negligence, willful misconduct or bad faith of the Boards, or their respective Related Parties.

12.10 Casualty and Condemnation.

12.10.1 General Common Element Restoration Funds. All insurance proceeds under all policies required to be obtained by the Condominium Board with respect to any property loss (the "GCE Restoration Insurance Proceeds") and all condemnation awards, if any, with respect to the General Common Elements (such sums, together with any interest or income earned thereon, but net of the reasonable fees, compensation and expenses incurred by the Insurance Trustee hereunder, collectively, the "GCE Restoration Funds") shall be payable to the Condominium Board, except that if the GCE Restoration Funds shall exceed $2,000,000, all GCE Restoration Funds shall be payable to the Insurance Trustee.

12.10.2 Use of GCE Restoration Funds. The Condominium Board shall (i) hold in trust on behalf of all Unit Owners any GCE Restoration Funds it receives, (ii) subject to the provisions of Sections 12.10.3 and 12.10.6 of these By-Laws, use the GCE Restoration Funds only for GCE Restoration Work and (iii) not commingle the GCE Restoration Funds with other funds being held by the Condominium Board.

12.10.3 Casualty to or Condemnation of General Common Elements; Repair by Condominium Board; GCE Restoration Work.

(a) GCE Restoration Work. Except as provided herein, in the event of (i) the casualty of all or any part of the General Common Elements, (ii) the taking in condemnation or by eminent domain of all or any part of the General Common Elements, or (iii) the taking in condemnation or by eminent domain of all or any part of a Unit, then, subject to the provisions set forth below, the Condominium Board will arrange for the prompt repair and restoration of the part of the General Common Elements affected by such casualty or impaired by such taking which, pursuant to the provisions of the Declaration or By-Laws, are required to be maintained by the Condominium Board (the "GCE Restoration Work"). In the event of a casualty, such GCE Restoration Work shall restore the General Common Elements so that they are the same type and quality as existed immediately prior to such casualty; provided, however, that alterations to such General Common Elements may be made in accordance with Article 8 of these By-Laws. In the event of a taking, such GCE Restoration Work shall take into account the physical constraints imposed by such taking, and accordingly the General Common Elements may be altered (in accordance with Article 8 of these By-Laws) to account for such physical constraints; provided, however, that in no event shall the Condominium Board have the right to utilize additional space in any Unit in connection with such restoration, unless such right has otherwise been granted under these By-Laws or the Declaration or in connection with such taking. Notwithstanding anything herein to the contrary, in no event shall the Condominium Board be obligated to restore any Unit Owner's fit-out or personal property contained within such Unit Owner's Unit or any Limited Common Elements contained therein.

(b) Disbursement of GCE Restoration Funds; GCE Restoration Funds Request. In the event of any GCE Restoration Funds held by the Insurance Trustee, (a) the Condominium Board shall apply to the Insurance Trustee for disbursement of the GCE Restoration Funds and (b) the Insurance Trustee shall disburse the GCE Restoration Funds to the Condominium Board in installments as the GCE Restoration Work progresses and in accordance with the provisions hereof and the provisions of the Insurance Trustee Agreement. Each request

for GCE Restoration Funds (each such request, together with all supporting documentation, herein called a "GCE Restoration Funds Request") shall also be sent to the Commercial Unit Owners, the Residential Board and all Registered Mortgagees. Advances by the Insurance Trustee shall be made not more than once a month, after the Insurance Trustee's receipt of a written request therefor from the Condominium Board, addressed to the Insurance Trustee, provided that:

(i) such GCE Restoration Funds Request shall be accompanied by a certificate of a Certifying Professional (as defined below) in charge of the GCE Restoration Work (A) requesting payment of specified amounts of the GCE Restoration Funds equal to the amounts then due and owing to contractors or other parties (less any retainage amounts, if any, as determined by the Condominium Board) for performance of all or a portion of the GCE Restoration Work under specific contracts or agreements in respect of the GCE Restoration Work, or to the Condominium Board as reimbursement for a cost of the GCE Restoration Work paid by the Condominium Board, (B) describing in reasonable detail the GCE Restoration Work performed or materials provided under such contracts or agreements, for which GCE Restoration Funds are then being requested, (C) stating that such payment does not exceed the amount then due and owing (or reimbursable) in respect of the GCE Restoration Work completed to date and materials supplied under such contracts or agreements, (D) stating that all GCE Restoration Work has been performed substantially in accordance with the plans and specifications for such GCE Restoration Work, and that all such materials have theretofore been incorporated as General Common Elements into the Building (except for such materials specifically delineated as not yet being so incorporated into the Building, and with respect to such materials, stating the status of such materials (if such materials are being fabricated) or stating the location of such materials (if such materials are stored off-site)), (E) stating that the cost to complete the GCE Restoration Work does not exceed the amount of the remaining funds held by the Insurance Trustee and (F) stating that the cost of such GCE Restoration Work and materials has not been previously made the basis of any GCE Restoration Funds Request (such certificate being herein called the "Certificate"); and

(ii) the Insurance Trustee receives waivers of all mechanic's and other similar liens (or title endorsements or other satisfactory evidence) with respect to all of the GCE Restoration Work for which a GCE Restoration Funds Request has previously been made and funded (if and only to the extent that such lien waivers have not been previously provided).

Upon compliance with subsections (i) and (ii) above, the amount requisitioned for such GCE Restoration Work shall be paid to the Condominium Board or the Persons designated in the Certificate. "Certifying Professional" shall mean an architect or a licensed professional engineer or engineering or construction consulting firm retained by the Condominium Board in connection with the GCE Restoration Work, which is experienced in the design and operation in the City of New York of structures similar to the Building and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, and which is selected by the Condominium Board.

(c) GCE Restoration Funds Deficiency. If, as part of the Certificate accompanying the GCE Restoration Funds Request, or prior to the commencement of (and also

at any time during the prosecution of) the GCE Restoration Work, the Certifying Professional or the Condominium Board reasonably estimates that the cost to complete the GCE Restoration Work exceeds the GCE Restoration Funds then being held by the Insurance Trustee or the Condominium Board, as the case may be, then the Condominium Board shall be required to notify each General Common Charge Obligor of the amount of such estimated deficiency and each General Common Charge Obligor's pro rata allocation thereof (which such allocation shall be determined consistent with the Common Interest of each General Common Charge Obligor), and shall be payable by each General Common Charge Obligor as a Special Assessment (hereinafter referred to as a "Special GCE Restoration Assessment"; all such Special GCE Restoration Assessments received by the Condominium Board, the "Special GCE Restoration Assessment Proceeds"). At the election of the Condominium Board, each General Common Charge Obligor shall then pay its respective Special GCE Restoration Assessment either: (i) in a lump sum, to be paid as a Special Assessment pursuant to and in accordance with Section 6.1.1(m) of these By-Laws or (ii) in installments, as may be necessary, in the determination of the Condominium Board, to pay for the GCE Restoration Work. The Special GCE Restoration Assessment Proceeds shall be treated as if such monies were GCE Restoration Funds.

(d) Excess GCE Restoration Insurance Proceeds. To the extent not drawn upon and/or applied to the GCE Restoration Work, the Insurance Trustee and/or the Condominium Board, as the case may be, shall, after the completion of the GCE Restoration Work, return all excess GCE Restoration Insurance Proceeds to the General Common Charge Obligors according to the Common Interest of such General Common Charge Obligors (after deducting from the amount to be distributed to each General Common Charge Obligor the amount, if any, of any General Common Charges or Special Assessments (and other charges related thereto imposed under Section 6 of these By-Laws)) then due and owing from such General Common Charge Obligor (such deducted amount, a "Delinquency Charge").

(e) Excess Special GCE Restoration Assessment Proceeds. To the extent not drawn upon and/or applied to the GCE Restoration Work, the Insurance Trustee and/or the Condominium Board, as the case may be, shall, after the completion of the GCE Restoration Work, return all excess Special GCE Restoration Assessment Proceeds it receives to each General Common Charge Obligor according to the pro rata share of such General Common Charge Obligor's contribution to such Special GCE Restoration Assessment Proceeds, after deducting any Delinquency Charge. If any General Common Charge Obligor fails to pay its Special GCE Restoration Assessment in accordance with the provisions of Section 12.10.3(c) of these By-Laws, then the Special GCE Restoration Assessment of such General Common Charge Obligor still due and payable (the "Delinquent Special GCE Restoration Assessment") shall be subject to late charges, interest, expenses and fees, all pursuant to and in accordance with Section 6 of these By-Laws (such charges, the "Special GCE Restoration Assessment Penalties"). Upon payment to the Condominium Board of the Delinquent Special GCE Restoration Assessment, and to the extent not drawn upon and/or applied to such completed GCE Restoration Work, then the Insurance Trustee and/or the Condominium Board, as the case may be, shall distribute the Delinquent Special GCE Restoration Assessment to each General Common Charge Obligor, after deducting any Delinquency Charge, according to the pro rata share of such General Common Charge Obligor's contribution to the Special GCE Restoration Assessment Proceeds. The Special GCE Restoration Assessment Penalties shall be distributed to each General Common Charge Obligor (excluding the General Common Charge Obligor paying such Special

GCE Restoration Assessment Penalties) according to the pro rata share of such General Common Charge Obligor's contribution to the Special GCE Restoration Assessment Proceeds (taking into account any prior distribution of any excess Special GCE Restoration Assessment Proceeds and after deducting any Delinquency Charge) prior to the payment of the Delinquent Special GCE Restoration Assessment.

12.10.4 Casualty to or Condemnation of Units; Repair by Unit Owners; Unit Restoration Work. Except as provided herein, in the event a Unit is damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the affected Unit Owner(s) shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Unit (and the appurtenant Limited Common Elements, if applicable) so damaged or destroyed by casualty, or such of the Unit (and the appurtenant Limited Common Elements, if applicable) as shall remain following the taking, (i) to a complete, independent and self-contained architectural whole and/or (ii) to a safe and secure "core and shell" condition, with complete and sightly demising walls, doors and exterior visible surfaces separating such Unit (or any Limited Common Elements, if any) from any other Unit (or from any Limited Common Elements, if any) or General Common Element visible from outside of the applicable Unit, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), the "Unit Restoration Work"). Notwithstanding anything herein to the contrary, the Unit Restoration Work with respect to any Residential Unit shall be performed by the Residential Board (on behalf of the Residential Unit Owner), and the cost of any such Unit Restoration Work shall be charged to the Unit Owner of such Unit as an individual Special Assessment.

12.10.5 Casualty to or Condemnation of Residential Limited Common Elements; Repair by Residential Board; Residential LCE Restoration. Except as provided herein, if any portion of the Residential Limited Common Elements are damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the Residential Board (on behalf of the affected Residential Unit Owner(s)), shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Residential Limited Common Elements so damaged or destroyed by casualty, or such of the Residential Limited Common Elements as shall remain following the taking, (i) to a condition substantially similar to the condition of such Residential Limited Common Elements as existed immediately prior to such casualty or taking or (ii) to a safe and secure "core and shell" condition, with secure, complete and sightly demising walls, doors and exterior visible surfaces separating such Residential Limited Common Elements from any other Unit (or from any Limited Common Elements, if any) or General Common Element visible from outside of the Residential Limited Common Elements, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), with respect to a casualty or taking of the Residential Limited Common Elements, the "Residential LCE Restoration Work").

12.10.6 Casualty to Seventy Five Percent (75%) or More of the Building. Notwithstanding any provision of the Declaration or By-Laws to the contrary, if seventy-five (75%) percent or more of the Building is destroyed or damaged by fire or casualty (a "Significant Casualty") and if, at any time prior to the execution and delivery of any construction contract relating to the GCE Restoration Work, Unit Restoration Work or Residential LCE Restoration Work (other than a construction contract relating solely to Safety Work (as defined below) or

other minor construction work not constituting restoration work), the Condominium Board, on the basis of a Common Interest Vote of more than seventy-five percent (75%), duly votes not to proceed to make the necessary GCE Restoration Work or require the necessary Unit Restoration Work or Residential LCE Restoration Work, as the case may be, then (i) the Condominium Board shall secure and fence in the Property boundary, and shall raze the Building, if necessary, and put the Building and Property into compliance with applicable Laws, and otherwise make the Property and Building safe (all of the activities described in this clause (i), the "Safety Work") and (ii) the GCE Restoration Insurance Proceeds, net of the costs and expenses of the Condominium Board hereunder and the cost of any Safety Work, shall be divided among the Unit Owners in accordance with their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such fund all liens of Registered Mortgagees holding mortgages against such Unit Owner's respective Unit, and all unpaid charges, liens and Delinquency Charges applicable to such Unit.

No Board Member (to the extent otherwise entitled to vote) shall be entitled to vote not to proceed to make the necessary GCE Restoration work or require the necessary Unit Restoration work or Residential LCE Restoration work, as the case may be, without such Board Member having obtained the consent of its Registered Mortgagees, if any, or its Permitted Mortgagees of the voting Unit Owner required for said vote.

12.10.7 Partial Condemnation. Notwithstanding anything in the Declaration or these By-Laws to the contrary, if the Building is partially taken by condemnation or eminent domain (a "Partial Condemnation"), then (i) the Condominium Board shall be required to restore only those General Common Elements necessary for the Units remaining after such Partial Condemnation and (ii) any Unit Owner whose Unit has been partially taken and irrespective of any condemnation award therefor, shall contribute to the Condominium Board the cost for any applicable GCE Restoration Work relating to such Unit Owner's Unit, and such funds shall be deemed to be GCE Restoration Funds; provided, however, that any excess GCE Restoration Funds shall, after the completion of the applicable GCE Restoration Work, be returned to such Unit Owner (after deducting any Delinquency Charges).

12.10.8 Total Condemnation. Notwithstanding any provision of the Declaration or By-Laws to the contrary, if all or substantially all of the Building is taken by condemnation or eminent domain (a "Total Condemnation") (a) the Condominium Board shall perform any Safety Work which it deems appropriate, (b) any award received by a Unit Owner with respect to the taking of its Unit as part of the Total Condemnation shall be payable to the applicable Unit Owner, after deducting any Delinquency Charges and (c) the Condominium Board shall have no obligation to restore the General Common Elements.

12.10.9 Restoration Work; Plans. All GCE Restoration Work, Unit Restoration Work and Residential LCE Restoration Work hereunder shall be performed in accordance with the applicable provisions of the Declaration and these By-Laws regarding the performance of Alterations and/or Repairs, including without limitation the approval provisions of Section 8.1.1 of these By-Laws.

12.10.10 Reallocation of Percentage Interests. (a) If, as a result of a taking or casualty, the gross square footage of any Unit changes, the Condominium Board shall promptly

(x) adjust, as of the date of such taking or casualty, the Unit Owner's Common Interest percentage in a manner consistent with the allocation of the Common Interests in existence immediately preceding such casualty or taking and in accordance with the then applicable Real Property Law, (y) equitably adjust, as of the date of such taking or casualty, the then effective budget to take into account the casualty or taking, and (z) subject to the provisions of Article 18 of the Declaration and Article 17 of these By-Laws, prepare and record in the Register's office an amendment to the Declaration, confirming such reallocation. If the Condominium Board shall not agree on any of the matters referred to in the foregoing clauses (x), (y) and (z) within ninety (90) days following completion of the reconstruction, they shall submit such issue to Arbitration.

(b) If a Unit Owner does not (in the course of restoring its Unit, including any Limited Common Element, if any, following a casualty) restore the number of gross square feet existing immediately preceding the fire or other casualty, then, notwithstanding the reduction in the number of gross square feet in such Unit Owner's Unit (or its Limited Common Elements appurtenant thereto), such Unit Owner's Common Interest and allocation of General Common Charges shall not be diminished. Likewise, each Unit Owner's Common Interest and allocation of General Common Charges shall not be adjusted or diminished if a Unit Owner chooses to restore its Unit to a "core and shell" condition rather than to a fully operational condition (as each such condition is described in Section 12.10.4 above).

ARTICLE 13

EVENTS OF DEFAULT; RIGHTS OF CURE; CONDOMINIUM BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID GENERAL COMMON CHARGES

13.1 Failure to Pay General Common Charges.

13.1.1 The Condominium Board shall take prompt action to collect any General Common Charges or Special Assessments which remain unpaid following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Article 13.

13.1.2 The Condominium Board shall have a lien (the "Condominium Board's Lien") for all unpaid General Common Charges, Special Assessments, other sums payable as if part of General Common Charges or amounts otherwise due to the Condominium Board (together with interest thereon as provided in this Article) from a delinquent Unit Owner. To the extent permitted by applicable Law, such lien(s) shall be superior to any mortgage liens of record encumbering such Unit; and except as otherwise hereinabove provided, subordinate only to liens for real estate taxes and other assessments by taxing authorities on any such Units. Without limiting any of the foregoing, the Condominium Board may: (w) bring an action to foreclose the Condominium Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting General Common Charge Obligor of the applicable provisions of the Declaration or these By-Laws from which default arose; or (z) exercise any other remedy

available at law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the defaulting Unit Owner's obligations, there shall be no further cause of action against such Unit Owner with respect to such deficit. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially. Any Registered Mortgagee may bid in a foreclosure sale of any Unit.

13.1.3 The Condominium Board shall not record any notice of any Condominium Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Registered Mortgagee may be entitled) in respect of the default(s) giving rise to the Condominium Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the Condominium Board from recording any Condominium Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made, as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Condominium Board was not entitled to record all or any portion of such Condominium Board's Lien, the Condominium Board shall, as promptly as practicable following such determination and at the Condominium Board's expense, cause its Condominium Board's Lien (or portion thereof) to be released and discharged. The Condominium Board's Lien shall be effective from and after the time of recording in the public records of New York County of a claim of lien stating the description of the Unit, the name, if any, and the address of the Unit, the liber and page of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to the penultimate sentence of Section 13.1.4 hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Condominium Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid General Common Charges may also be reduced to a personal money judgment against the Unit Owner or may be foreclosed by suit brought in the name of the Condominium Board or the Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Unit Owner shall be liable to the Condominium Board for any deficiency with respect to a Unit owned by such Unit Owner and upon which the Condominium Board has foreclosed its Condominium Board's Lien. In the event of the foreclosure of such lien, the Condominium Board shall have the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit.

13.1.4 The Condominium Board shall charge any delinquent General Common Charge Obligor: (i) a late charge of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent General Common Charge Obligor; and (iii) if the Condominium Board institutes a suit or other proceeding to collect sums due hereunder, all expenses, including, without limitation, attorneys'

fees and expenses paid or incurred by the Condominium Board or by any Managing Agent in any proceeding brought to collect such unpaid General Common Charges or in an action to foreclose a Condominium Board's Lien with respect to such delinquent Person's Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute General Common Charges payable by such General Common Charge Obligor (and the Condominium Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid General Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges

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

13.2 Other Defaults Under the Condominium Documents.

13.2.1 The violation of any of the General Rules and Regulations or the breach of any provision of these Condominium By-Laws, the Residential By-Laws, or the breach of any provision of the Declaration, shall give the Condominium Board the right, in addition to any other rights set forth in these By-Laws or the Declaration, (i) to enter any Unit, General Common Elements or Limited Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, provided that the Condominium Board gives the Unit Owner notice (which may be by telephone) that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of General Common Charges.

13.2.2 The violation or breach of any of the provisions of these By-Laws, the Residential By-Laws, any of the General Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant and Sponsor or its designee shall give to Declarant, Sponsor or their designee, as the case may be, the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

13.2.3 In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the maintenance, repair or replacement of its Unit as provided in the Condominium Documents or of any Common Element for which such Unit Owner is responsible under the Declaration, these By-Laws, or the Residential By-Laws, the Condominium Board may perform or cause to be performed such obligation unless such Unit Owner, within five days after receiving notice of such default by the Condominium Board, cures such default, or in the case of

a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible as aforesaid, together with interest thereon at the Default Rate, shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute General Common Charges payable by such Unit Owner.

13.3 Priority of Recourse Against Residential Unit Owners.

13.3.1 Notwithstanding anything to the contrary contained in this Article 13 and without limiting the rights of the Residential Board as set forth in the Residential By-Laws, the Residential Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Residential Unit Owner as to whom or which any default under the Declaration, these By-Laws, the Residential By-Laws or the General Rules and Regulations exists. The Residential Board shall, upon demand by the Condominium Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Residential Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Residential Board under the Residential By-Laws). However, a default shall in no event be deemed to exist with respect to the Residential Board by reason of any action or inaction by, or a default existing with respect to, a Residential Unit Owner (or such Board's action or inaction with respect to the enforcement or cure of the same).

13.3.2 In the event the Residential Board fails, within forty-five (45) days after demand is made by the Condominium Board to cause the Residential Unit Owner in question to cure its default under the Declaration or these By-Laws (or, if such default is such that the Residential Board cannot reasonably cause the Residential Unit Owner in question to cure the same within such forty-five (45) day period, the Residential Board fails, as promptly as practicable within such forty-five (45) day period, to commence, and thereafter to proceed with diligence and continuity, to cause such Residential Unit to cure its default), then the Condominium Board shall be entitled to exercise its right to cure any such default in accordance with the applicable provisions of the Declaration or these By-Laws.

13.4 Grantee Liable for Unpaid General Common Charges; Statement of Defaults.

(a) Subject to the provisions of Section 13.4(c) below, to the extent applicable, upon any voluntary conveyance of a Commercial Unit, the grantee of such Commercial Unit shall (subject to the proviso clause of the penultimate sentence of Section 13.1.3 above) be liable for all unpaid General Common Charges pertaining to such Unit (which Unit shall continue to be subject to any Condominium Board's Lien existing as of the date of such conveyance), whether accrued and in respect of the period up to and including the date of such conveyance or in respect of the period following conveyance, but without prejudice to any right of the grantee to recover from the grantor any amounts paid by the grantee.

(b) Any General Common Charge Obligor may request from the Condominium Board for the benefit of a prospective purchaser, lender or Occupant, or

otherwise, a statement: showing the amount of unpaid General Common Charges pertaining to such General Common Charge Obligor; stating whether there exists any known default under the Declaration or these By-Laws by the requesting Person, and if there are known defaults, specifying the nature thereof; stating the date and recording information of any amendments to the Declaration and these By-Laws, and stating whether the Declaration and these By-Laws are in full force and effect; and the Condominium Board shall provide such statement within ten (10) Business Days after request therefor. The Condominium Board shall be entitled to charge the requesting General Common Charge Obligor a reasonable fee for preparing and rendering said statement. Any Registered Mortgagee may request a similar statement with respect to a Unit upon which it holds a Registered Mortgage, with any reasonable charge therefor to be paid by the applicable Unit Owner. From time to time, the Condominium Board may request a statement from each General Common Charge Obligor that, except as may be otherwise specified, the Condominium Board is not in default under any of its obligations under the Declaration or these By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered pursuant to this Section 13.4 shall act as a waiver of any claim between the addressee and the Condominium Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Condominium Board to any liability for the negligent or inadvertent failure of the Condominium Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to General Common Charges as provided for in the Condominium Documents, or to challenge acts committed by a Unit Owner for which approval by or consent of the Condominium Board was required but not sought or obtained.

(c) If a Registered Mortgagee or other purchaser of an Unsold Unit acquires title to such Unsold Unit as a result of a foreclosure of a Registered Mortgage or by deed or assignment in lieu of foreclosure, subject to Section 13.1 hereof, such acquirer of title, its successors and assigns, shall not be liable for the General Common Charges imposed by the Condominium Board pertaining to such Unsold Unit or chargeable to the former Unsold Unit Owner which became due and payable prior to acquisition of title as a result of the foreclosure or by deed or assignment in lieu of foreclosure; however, such acquirer of title shall be liable for those General Common Charges accruing or in respect of the period while it is the Unit Owner (including, without limitation, installments thereof which were not yet due and payable by the prior Unit Owner).

13.5 Title of Condominium Board on Foreclosure. Subject to Section 14.5 of these Condominium By-Laws, in the event of the Condominium Board's purchase of any Commercial Unit or Unsold Unit at a foreclosure sale, or in the event that any Commercial Unit Owner or Declarant or Sponsor shall convey its Unit to the Condominium Board in accordance with Section 339-X of the Real Property Law, title to such Commercial Unit or Unsold Unit shall be held by the Condominium Board or its designee on behalf of all Unit Owners, and the Condominium Board shall have the power to hold, lease, mortgage, sell or otherwise deal with (but not vote the Common Interest appurtenant to) such Unit.

13.6 Residential Unit Owners. The provisions of the respective Residential By-Laws provide for the remedies of the Residential Board in the event of a failure by a Residential Unit Owner to pay the Residential Common Charges assessed against its Residential Unit (which Residential Common Charges include a portion of the General Common Charges allocated to its Residential Section by the Condominium Board).

ARTICLE 14

SALES, LEASES AND MORTGAGES OF UNITS

14.1 Sales, Leases and Mortgages of Residential Units. The provisions of the Residential By-Laws, to the extent not in conflict with the Declaration and these By-Laws, shall govern the sale, leasing and mortgaging of the Residential Units; except that, notwithstanding the foregoing, Declarant and/or Sponsor, shall have the right, at any time, in its sole discretion and without the consent of any Person, to sell, assign or otherwise transfer, lease or encumber any Unsold Unit(s), whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise. The Residential Units may generally only be used for residential purposes and may not be leased by the Unit Owners thereof to tenants for a lease term of less than six (6) months, as provided in the Residential By-Laws.

14.2 Sales, Leases and Mortgages of Commercial Units. Any Commercial Unit Owner, with respect to its Commercial Unit, may, without the prior consent of the Condominium Board, the Residential Board, or any other Unit Owner, sell, assign or otherwise transfer, lease or encumber its Commercial Unit (whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise, but subject to the restrictions on use and leasing provided herein or in any other of the Condominium Documents); provided, however, that: (i) no lien to secure repayment of any sum borrowed may be created on any other Unit without the prior written consent of the owner of such other Unit or on any of the Common Elements (as opposed to the applicable Unit Owner's undivided interest therein) without the prior written consent of all affected Boards and Unit Owners; and (ii) no Unit Owner (other than such borrowing Unit Owner), nor any Board, will be liable for repayment of any portion of any such loan, unless all such Unit Owner(s) and Boards, as applicable, otherwise so agree in writing.

14.3 Registered Mortgagee Requirements; Rights of Registered Mortgagees. (a) The term "Registered Mortgage" as used herein shall mean a mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by a Commercial Unit Owner: (i) which shall comply with the provisions of this Article 14; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary of the Condominium Board, together with a certification by the indebted Unit Owner or the mortgagee confirming that such copy is a true and correct copy of the mortgage in question. The term "Registered Mortgage" shall also include the mortgages encumbering the Property as of the date of recording of the Declaration, as each mortgage may be increased, amended, restated, modified, split, severed and assigned from time to time (each, a "Construction Loan Mortgage"). In the event of any assignment of a Registered Mortgage or in the event of a change of address of a Registered Mortgagee or of an assignee of such Registered Mortgage, notice of the new or changed name and address shall be provided to the Secretary of the Condominium Board. The term "Registered Mortgagee" as used herein shall mean the record

holder of a Registered Mortgage from time to time (subject to the preceding sentence). All Registered Mortgages shall be deemed to include (whether or not such mortgage in fact includes) an express provision acknowledging: (y) that the lien of such mortgage is and shall be subordinate to the Declaration and these By-Laws (and the provisions thereof and hereof) and to the Condominium Board's Lien(s) (except, in the case of each Construction Loan Mortgage, with respect to Condominium Board Liens, if any, on Unsold Units); and (z) that the mortgagee (and its successors and assigns) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to the Declaration and these By-Laws.

(b) If a Commercial Unit Owner or its Registered Mortgagee shall have served on the Secretary of the Condominium Board, as described in the preceding subparagraph, a notice ("RM Notice") specifying the name and address of such Registered Mortgagee (provided Construction Lender shall not be required to serve such RM notice), such Registered Mortgagee shall be given a copy of each and every notice of the occurrence of a default or an Event of Default (including, without limitation, all notices (including notices that the Condominium Board or another Person intends to cure an Event of Default) described in Sections 13.1, 13.2, 13.4 and 13.5 hereof) required or permitted to be given to such Registered Mortgagee's mortgagor pursuant to the Declaration or these By-Laws at the same time as and whenever such notice shall thereafter be given thereunder or hereunder, at the address last furnished by the applicable Commercial Unit Owner, or Registered Mortgagee. After receipt of an RM Notice from a Commercial Unit Owner or Registered Mortgagee, no notice of the occurrence of a default or an Event of Default thereafter given with respect to such Registered Mortgagee's mortgagor under the Declaration or these By-Laws by the Condominium Board (or any other party entitled to give such notice) shall be effective as to such Registered Mortgagee unless and until a copy thereof shall have been so given to the Registered Mortgagee(s). If a Registered Mortgage so provides or otherwise requires, then any insurance proceeds or condemnation award payable to a Commercial Unit Owner pursuant to the provisions hereof shall, upon notice from a Registered Mortgagee of such mortgagor, be delivered instead to such Person's Registered Mortgagee but applied as provided in the applicable provisions hereof (including, without limitation, Section 12.10) and of the Declaration.

(c) If more than one Registered Mortgagee having a lien on any Commercial Unit has exercised any of the rights afforded by this Section 14.3, only that Registered Mortgagee, to the exclusion of all other Registered Mortgagees, whose Registered Mortgage is most senior in priority of lien with respect to such Commercial Unit (the "Senior RM") shall be recognized by the other Unit Owner(s), the Residential Board, and the Condominium Board as having exercised such right, for so long as such Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto; provided, however, that by written notice to the Condominium Board, such Registered Mortgagees may designate one of them which is not most senior in priority to be deemed the Senior RM for purposes of this Section 14.3(c).

(d) Each Registered Mortgagee shall have the right, but not the obligation, to cure any Event of Default by such Registered Mortgagee's mortgagor. The Condominium Board, the Residential Board and all Unit Owners shall accept performance by a Registered Mortgagee (or its designee or nominee) of any covenant, condition or agreement on the part of a Commercial Unit Owner to be performed hereunder with the same force and effect as though

performed by such Registered Mortgagee's mortgagor, even if such performance is after the applicable time period set forth in clause (e) below.

(e) Notwithstanding any other provision of the Declaration or these By-Laws to the contrary, upon the occurrence of an Event of Default by a Commercial Unit Owner, no remedies contemplated under the Condominium Documents (other than (i) the remedies set forth in Section 13.4.1 hereof; (ii) giving a notice pursuant to the first sentence of Section 13.5 hereof; and (iii) unless clause (2) of this sentence applies and the applicable Non-Monetary Event of Default is not an Event of Default under Section 13.1.1(d) or Section 13.1.1(e) hereof, the remedies set forth in Section 13.2.1 hereof) shall be exercised by any Board or Unit Owner with respect thereto if a Registered Mortgagee of such Commercial Unit Owner shall (1) with respect to a Monetary Event of Default, within thirty (30) days following its receipt of any notice to the effect that a Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Monetary Event of Default, (2) with respect to any Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable Unit, within thirty (30) days following its receipt of any notice to the effect that such Non-Monetary Event of Default has occurred with respect to its mortgagor (a "Default Notice"), cure (or cause to be cured) such Non-Monetary Event of Default, or (3) with respect to any Non-Monetary Default in respect of which ownership or control of the applicable Unit is reasonably necessary to cure the Non-Monetary Event of Default in question, within ninety (90) days following its receipt of a Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable Units, and then diligently and continuously pursue such cure until completion.

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Events of Default have occurred with respect to a Commercial Unit Owner, but such defaulting Person's Registered Mortgagee is taking the actions described in the preceding subparagraph (e) (as and when provided therein) with respect to, and/or has cured, each such Event of Default, then: (i) the Registered Mortgagee shall be entitled to replace and designate the Board Members that such defaulting Commercial Unit Owner would otherwise have been entitled to designate, as if such Registered Mortgagee were the Designator thereof; (ii) the Registered Mortgagee shall be entitled to vote at all Unit Owners Meetings the Common Interest that the Commercial Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Registered Mortgagee were its mortgagor; and (iii) the Condominium Board shall rely (and be entitled to rely) on the votes of or actions taken by the Registered Mortgagee or the Board Member designated by it in determining the appropriateness of any action to be taken. The rights of a Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary of the Condominium receives the written notice described in the last sentence of Section 2.9.4 hereof and the last sentence of Section 3.7.1 hereof. Payment or performance of any obligation of a Commercial Unit Owner by a Registered Mortgagee (prior to the date on which such Registered Mortgagee or its assignee or designee or nominee shall take title to the defaulting Unit Owner's Unit) shall not give rise to any obligation on the part of the Registered Mortgagee to continue to pay or perform in the future.

14.4 No Severance of Ownership. No Commercial Unit Owner shall execute any mortgage or other instrument conveying or mortgaging title to its Commercial Unit without including therein its entire Common Interest appurtenant to such Unit. Any such mortgage or deed or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. Nothing in this Section 14.4 shall prohibit the lease of all or any portion of a Commercial Unit without the simultaneous lease of its appurtenant Common Interest.

14.5 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common; Waiver of Right of Surrender. (a) In the event that any Commercial Unit Owner shall convey its Commercial Unit to the Condominium Board in accordance with Section 339-X of the Real Property Law, or any Commercial Unit shall be acquired by the Condominium Board or its designees (either at a foreclosure sale or otherwise) on behalf of all Unit Owners as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

(b) Each Commercial Unit Owner shall be deemed to have waived any and all right to surrender its Commercial Unit (in each case, together with its Appurtenant Interests), to the Condominium Board.

ARTICLE 15

ARBITRATION

15.1 General Procedure. Except as may otherwise be expressly provided in these By-Laws or the Declaration, any arbitration provided for in these By-Laws or the Declaration ("Arbitration") shall be conducted before one arbitrator (having 10 or more years experience in the field of Manhattan mixed use developments) by the American Arbitration Association or any successor organization thereto, in accordance with its rules then in effect. The decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association shall not then be in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within 10 days after his or her appointment.

15.2 Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the Arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Condominium Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute General Common Expenses.

15.3 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 15.1 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 16

GENERAL RULES AND REGULATIONS

All General Rules and Regulations adopted from time to time by the Condominium Board shall be non-discriminatory and uniformly applied. None of the General Rules and Regulations shall be in conflict with these By-Laws or the Declaration. Each Commercial Unit Owner may adopt and, from time to time, modify, amend or add to rules and regulations concerning the use of its Commercial Unit. Notice and a copy of any newly adopted General Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Condominium Board to each Unit Owner not less than thirty (30) days prior to the effective date thereof.

ARTICLE 17

AMENDMENTS TO BY-LAWS

17.1 General Provisions Regarding Amendment. Subject to the provisions contained herein and in the Declaration with respect to amendments solely for the purpose of, and to the extent required for, effecting the subdivision and/or combination of Units, the Condominium Board may, by a 66-2/3% vote of the Condominium Board Members Present in Person and entitled to vote, amend, modify, add or delete any provision of the Declaration and/or Condominium By-Laws; provided, however, that:

(a) no Board Member (to the extent otherwise entitled to vote) shall be entitled to vote in favor of any such amendment, modification, addition or deletion (in each case, an "Amendment") to the Declaration and/or Condominium By-Laws unless the Designator of such Board Member shall have obtained the consent of its Registered Mortgagees, if any, or in the case of a Board Member designated by the Residential Board, the consent (not to be unreasonably withheld) of its Residential Mortgagee Representatives (as provided in Section 17.4 below); and all such consents (except for those deemed given, as hereinafter described) shall be in writing; and

(b) unless required by Law, no Amendment to the Declaration and/or Condominium By-Laws shall be made which shall affect (to more than to a de minimis extent) a Commercial Unit Owner or the Residential Board (or one or more Unit Owners within the Residential Section), unless the affected Commercial Unit Owner or the Residential Board shall consent thereto.

17.2 Amendments Affecting Only a Commercial Unit Owner or the Residential Board. Subject to any other applicable provisions of the Condominium Documents with respect to required consents, any provision of the Declaration, By-Laws or General Rules and Regulations affecting (a) only the Residential Units, or the Unit Owners thereof, 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, (b) only the Commercial Units or the Commercial Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in Common Interest of the Commercial Unit Owners (provided, however, that a provision affecting only an individual Commercial Unit or the Unit Owner thereof may be amended by such Unit Owner).

17.3 Residential Unit Owner Vote. The Residential Unit Owners shall, subject to compliance with Section 17.4 below, have the right to amend, modify, add or delete any provision of the Residential By-Laws in accordance with the terms and conditions of the Residential By-Laws.

17.4 Review and Approval by Mortgagees. Each Commercial Unit Owner and each Residential Board shall submit a draft of any proposed Amendment to the Declaration and/or Condominium By-Laws and/or Residential By-Laws to its Registered Mortgagee or Residential Mortgagee Representatives, if any, as the case may be, and each such Registered Mortgagee whose mortgage grants it such right, and each such Residential Mortgagee Representative, shall have the right to approve or disapprove such amendment prior to the Board Member designated by its mortgagor (in the case of a Commercial Unit Owner) or the Residential Board, as the case may be, being entitled to vote for the adoption of such Amendment by the Condominium Board (such approval not to be unreasonably withheld, delayed or conditioned). Any approval and/or Residential By-Laws or disapproval of a proposed Amendment to the Declaration and/or Condominium By-Laws shall be given by each Registered Mortgagee or Residential Mortgagee Representative entitled to give the same within fifteen (15) Business Days after such Registered Mortgagee's or Residential Mortgagee Representatives' receipt of a written request therefor, and each Registered Mortgagee's or Residential Mortgagee Representative's failure to timely respond to any such request (i.e., within such fifteen (15) Business Day period) shall constitute (and be deemed to constitute) such Registered Mortgagee's or Residential Mortgagee Representative's approval of the proposed Amendment.

17.5 Recording of Amendments. No Amendment to the Declaration and/or Condominium By-Laws or any Residential By-Laws shall be effective until approved in accordance with the applicable provisions of the Condominium Documents and recorded in the Register's Office.

17.6 Execution and Delivery of Amendments. Any Amendment to the Declaration and/or Condominium By-Laws or Residential By-Laws may be executed: (i) if on behalf of the applicable Board, by the President or Vice President and the Secretary or an Assistant Secretary of such Board; and (ii) if on behalf of a Commercial Unit Owner, by any general partner, managing member, officer or other authorized person of such owner.

ARTICLE 18

INSURANCE TRUSTEE

The Insurance Trustee shall be a bank or trust company having an office located in The City of New York, designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. So long as any sums evidenced by the Construction Loan documents are outstanding, the Insurance Trustee shall be the Construction Lender. In the event the Insurance Trustee resigns or is replaced by the Condominium Board, the Condominium Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in The City of New York and having a capital surplus and undivided profits of $500,000,000 or more. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York.

ARTICLE 19

MISCELLANEOUS

19.1 Approvals and Consents.

19.1.1 Wherever the consent or approval of Sponsor is required under these By-Laws or the Declaration, such consent or approval shall not be required when there are no remaining Unsold Units.

19.1.2 Any approval or consent of a Board, Declarant, Sponsor or any Unit Owner or Board Member required under the Declaration or these By-Laws may, except to the extent expressly provided to the contrary in the Declaration or these By-Laws, be granted or withheld in such Person's sole discretion. Whenever the approval or consent of a Board, Sponsor, or any Unit Owner or Board Member is required under the Declarations or these By-Laws not to be unreasonably withheld, such approval shall also not be unreasonably conditioned or delayed.

19.1.3 Notwithstanding that the consent and/or approval of any Board or Unit Owner may be required for or with respect to any particular matter, there shall be no separate or further requirement to obtain the consent or approval of the Managing Agent for any of the foregoing Persons.

19.1.4 Notwithstanding any other provision of the Declaration and By-Laws, with respect to any right of approval or consent granted to any Person by virtue of any "affect" or "impact" on it or any portion of the Property owned or controlled by it, in each instance the "affect" alleged must relate to the unique circumstances of such Person and the portion(s) of the Property owned or controlled by it; and no specific right of approval or consent shall apply with respect to any such matter which affects or impacts all Unit Owners, all General Common Charge Obligors, all Commercial Unit Owners and the Residential Board, as the case may be,

simply by virtue of their status as Unit Owners, General Common Charge Obligors, Commercial Unit Owners and Residential Board, as the case may be.

19.2 Waiver. No provision contained in the Declaration, these By-Laws or the General Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

19.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

19.4 Conflicts. In the event of a conflict between: (i) the terms of the Declaration and those of any of the Condominium By-Laws or Residential By-Laws, the terms of the Declaration shall in all events govern; (ii) the terms of the Condominium By-Laws and those of the Residential By-Laws, the terms of these Condominium By-Laws shall in all events govern; and (iii) the terms of any General Rules and Regulations and those of the Residential Rules and Regulations, the terms of any General Rules and Regulations shall in all events govern.

19.5 Certain References.

19.5.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

19.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire Condominium By-Laws and not to the particular provision in which the terms are used.

19.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Condominium By-Laws.

19.6 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

19.7 CPI Increases. All specific dollar amounts set forth in these By-Laws or the Declaration shall be adjusted by the CPI Increase Factor except to the extent otherwise provided. For such purposes, the "CPI Increase Factor" means an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Condominium Board (such index or substitute, the "Consumer Price Index").

19.8 Covenant of Further Assurances.

19.8.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an Occupant of a Unit, a member or an officer of any Board, a Registered Mortgagee, Residential Mortgagee Representative or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, as shall be reasonably necessary to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction (but without expanding the scope of any liability or obligation on the part of the cooperating party beyond that set forth in the Condominium Documents).

19.8.2 If any Unit Owner or any other party which is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Unit Owner or other party is required to perform pursuant to one or more specific provision of these By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE CONDOMINIUM BOARD TO DO SO ON YOUR BEHALF.", then the Condominium Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 19.8.2.

EXHIBIT 1
TO CONDOMINIUM BY-LAWS

TABLE OF DEFINITIONS

Affiliate: with respect to any Person, means (except as may be provided more specifically in any instance in the Condominium Documents) a Person which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least 51% of the legal or beneficial interest in such Person.

Alterations: As defined in Section 2.2.2(a) of the By-Laws; and "Altering" shall mean performing an Alteration.

Amendment: As defined in Section 17.1(a) of the By-Laws.

Appurtenant Interests: With respect to a Commercial Unit: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of the Unit Owner of such Unit in any other Units owned at the time in question by the Condominium Board or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease of any such Units theretofore acquired; and (iii) the interest of the Unit Owner of such Unit in all other assets of the Condominium Board or the Condominium. With respect to a Residential Unit: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of the Unit Owner of such Residential Unit in any other Units owned at the time in question by Residential Board or its designee on behalf of all Residential Unit Owners or in any other Units then owned by the Condominium Board or its designee on behalf of all Unit Owners, or in each case the proceeds of the sale or lease of any such Units theretofore acquired; and (iii) the interest of the Unit Owner of such Residential Unit in any other assets of the Residential Board, Residential Section or the Condominium.

Arbitration: As defined in Section 15.1 of the Condominium By-Laws.

Board Member: means a Condominium Board Member as defined in Article 2 of the By-Laws.

Budget: As defined in Section 6.1.1 of the Condominium By-Laws.

Building: As defined in Article 3 of the Declaration.

Business Days: means Monday to Friday, except holidays observed by the federal, state or local governments.

Commercial Mortgagee Representative: One or more (but not more than three) representatives which the holders of Institutional Mortgages constituting a majority in principal

amount of all Institutional Mortgages encumbering a Commercial Unit may, at their election, designate in writing to the Condominium Board, which representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Commercial Units with respect to any matter requiring their consent of approval under the Condominium Documents.

Commercial Unit(s): Any Unit designated in the Declaration as a Commercial Unit (initially, Hotel Unit 1, Hotel Unit 2 and Commercial Unit 3), as the same may be subdivided or combined in accordance with the Declaration and/or By-Laws. All of any such Units are collectively referred to as the "Commercial Units."

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

Common Charges: in respect of a General Common Charge Obligor means General Common Charges; and in respect of a Residential Unit Owner means Residential Common Charges (which include a portion of the General Common Charges payable by such the Residential Board to the Condominium Board).

Common Elements: means the General Common Elements and the Residential Limited Common Elements, each as defined in Article 7 of the Declaration.

Common Interest: means, at any given time, the proportionate, undivided interest in fee simple absolute appurtenant to each Unit, as expressed in percentage terms and set forth in Schedules B, to the Declaration, as such Schedule may be amended from time to time in accordance with and subject to the provisions of the Condominium Documents. References in the Declaration, the Condominium By-Laws and the Residential By-Laws to the Common Interest(s) of the Residential Section or the Residential Board shall mean, in each case, the aggregate of the Common Interests appurtenant to all the Residential Units within the Residential Section.

Condominium: means Cassa NY Condominium.

Condominium Board: As defined in Article 2 of the Condominium By-Laws.

Condominium Board Member or Board Member: As defined in Article 2 of the Condominium By-Laws.

Condominium Board's Lien: As defined in Article 13 of the Condominium By-Laws.

Condominium By-Laws or By-Laws: As defined in Section 1.2 of the Declaration.

Condominium Documents: the Declaration, the Condominium By-Laws, and to the extent then in effect, the Residential By-Laws (as any of the same may be amended from time to time).

Construction Lender: means any holder of a Construction Loan Mortgage.

Construction Loan Documents: means all documents evidencing or governing a Construction Loan Mortgage.

Construction Loan Mortgage: As defined in Section 14.3(a) of the Condominium By-Laws.

Consumer Price Index: As defined in Section 19.7 of the Condominium By-Laws.

Costs: As defined in Section 2.2.2(o) of the Condominium By-Laws.

CPI Increase Factor: As defined in Section 19.7 of the Condominium By-Laws.

Declarant: means Waterscape Resort LLC.

Declaration: means that certain amended and restated Declaration, dated as of _____ ___, 2008, Establishing a Plan for Condominium Ownership of the Premises known as Cassa NY Condominium, to which the initial form of these Condominium By-Laws are attached, as such Declaration may be amended from time to time.

Default Rate: means a rate per annum equal to the lesser of: (i) five (5) percentage points above the rate publicly announced from time to time by Citibank N.A. (or its successor) in New York, New York as its "prime rate"; and (ii) the maximum rate of interest permissible under applicable Laws, if any, with respect to the applicable amount payable hereunder.

Designator: means, with respect to a Condominium Board Member, the Person (i.e., the Commercial Unit Owner or the Residential Board) entitled to designate such Board Member to the Condominium Board.

Emergency: means a condition, event or occurrence (including, without limitation, leaks or cracks, structural problems or defects) requiring Repair, Alteration or abatement immediately and specifically necessary for the preservation or safety of the Building or any part thereof, or for the health or safety (but not the general comfort or welfare) of Occupants of the Building or other persons, or required to avoid the suspension of any necessary services in the Building.

Environmental Law(s): all federal, state and local laws, rules, regulations, ordinances, requirements and orders whether now existing or hereafter enacted, promulgated or issued, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material and/or the protection of human health and the environment.

Equipment: means equipment, facilities, parts, fixtures, apparatus, appurtenances, installations and other similar items and personally as may be located or contained in a Unit, Residential Limited Common or General Common Element, but not necessarily forming a part of such Unit, Residential Limited Common Element or General Common Element, as the case may be, unless otherwise specifically set forth in the Condominium Documents.

Floor Plans: As defined in Article 5.1 of the Declaration.

General Common Charges: As defined in Section 6.1.1 of the Condominium By-Laws.

General Common Charge Obligors: means: (i) each Commercial Unit Owner as the Unit Owner of its Commercial Unit; and (ii) the Residential Board on behalf of and as agent for the owners of the Residential Units.

General Common Elements: As defined in Article 7 of the Declaration.

General Common Expenses: As defined in Section 6.1.1 of the Condominium By-Laws.

General Rules and Regulations: such non-discriminatory rules and regulations as may be promulgated (and amended) by the Condominium Board from time to time with respect to various matters relating to the use of all or any portion of the Property, which either supplement or elaborate upon the provisions of the Declaration or the Condominium By-Laws, and which shall be uniformly enforced.

Governmental Authority(ies): means the United States of America, the State of New York, The City of New York and any agency, department, commission, board, bureau, instrumentality, public authority (whether governmental or quasi-governmental) or political subdivision of any of the foregoing, now existing or hereafter created (including, without limitation, the New York City Department of Buildings, the City Planning Commission and the boards of fire underwriters) having jurisdiction over the Property or any portion thereof.

Hazardous Materials: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law.

Hotel Limited Common Elements: Those Common Elements which serve or benefit exclusively all or a combination of the Hotel Units or the Hotel Unit Owners as more particularly described in the Declaration.

Hotel Unit 1: The Unit which is operated as a Hotel and is located on the 2nd through 5th floors. Hotel Unit 1 and Hotel Unit 2 shall initially be operated as a single hotel, but nothing in this plan shall constitute a guarantee that this arrangement shall persist at all future times.

Hotel Unit 2: The Unit which is operated as a Hotel and is located on the 9th through 24 floors. Hotel Unit 1 and Hotel Unit 2 shall initially be operated as a single hotel but nothing in this plan shall constitute a guarantee that this arrangement shall persist at all future times.

Hotel Unit Owner: the Owner of a Hotel Unit.

Impositions: each of the following imposed by any Governmental Authority: (i) real property general and Special Assessments (including, without limitation, any Special Assessments: (A) for business improvements; or (B) imposed by any Special Assessment district); (ii) personal property taxes; (iii) commercial rent or occupancy taxes; (iv) license and permit fees, if and to the extent such fees are not paid by the Condominium Board and charged to the Unit Owners as part of General Common Charges; (v) any fines, penalties and other similar governmental charges applicable to any of the foregoing, together with any interest or costs with respect to the foregoing; and (vi) any other governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind whatsoever, together with any fines and penalties and any interest or costs with respect thereto.

Institutional Mortgage: means a mortgage loan made by and of the following Persons: (i) any bank, savings bank, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of the State of New York, the United States or any other state; (ii) any foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in the State of New York; (iii) any insurance company or pension and/or annuity company duly organized or licensed to do business in New York State; and (iv) any instrumentality created by the United States or any state with the power to make mortgage loans.

Insurance Requirements: means all requirements of any insurance policy required to be carried pursuant to the Declaration and/or Condominium By-Laws and covering or applicable to all or any part of the Property or the use thereof, all requirements of the issuer of any such policy and all orders, rules, regulations, reasonable recommendations and other requirements of the New York Board of Fire Underwriters or any other body exercising the same or similar functions and having jurisdiction over all or any portion of the Property.

Insured Property: As defined in Section 12.7.1 of the Condominium By-Laws.

Land: As defined in Article 2 of the Declaration.

Laws (or, if used individually, Law): all laws, statutes and ordinances (including, without limitation, Environmental Laws, and all building codes and zoning ordinances) and the written orders, rules, regulations, directives, binding resolutions and requirements of all Governmental Authorities, whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof.

Lien-Causing Board: As defined in Section 10.1 of the Condominium By-Laws.

Lien-Causing Unit Owner: As defined in Section 10.1 of the Condominium By-Laws.

Majority Member Vote: means a vote of a majority of Condominium Board Members Present in Person and entitled to vote.

Majority Unit Owner Vote: means the affirmative vote of those Unit Owners having more than 50% of the total votes of all Unit Owners (determined in accordance with the

provisions of Section 3.7 of the By-Laws), who are Present in Person or by proxy, authorized to vote and voting at a duly constituted meeting at which a quorum is present or is not required.

Member in Good Standing or Board Member in Good Standing: means, as of any given date, a Condominium Board Member whose Designator is a Designator in Good Standing.

New York Condominium Act: As defined in Article 1 of the Declaration.

Occupant: means any Person from time to time entitled to the use and occupancy of all or any portion of: (i) in the case of a Commercial Unit Owner, the Unit of such Commercial Unit Owner; (ii) in the case of a Residential Unit Owner, the Residential Unit of such Unit Owner, and any Residential Limited Common Elements under the exclusive control of such Residential Unit Owner (in accordance with the Residential By-Laws); and (iv) in the case of the Residential Board, the Residential Limited Common Elements (other than those under the exclusive control of a Residential Unit Owner in accordance with the Declaration or the Residential By-Laws) and Units owned by such Board or its designee; in each case under an ownership right or any lease, sublease, license, concession, or other similar agreement (but an Occupant of a Residential Unit not owned by the Residential Board shall not, unless otherwise provided herein, be deemed an Occupant of such Residential Board).

Permitted Mortgagee: with respect to a Residential Unit, shall (with respect to such Residential Unit), in each case, have the meaning given to such term, if any, in the Residential By-Laws.

Permittee(s): the Persons (including the officers, directors, employees, agents, contractors, subcontractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants, and concessionaires of any Unit Owner or Board, or of any Occupant) who are, at any given time, in a Unit Owner's Unit, Area, Residential Section, or Residential Limited Common Element, if any (to the extent such Residential Limited Common Element is under its/his/her exclusive control pursuant to the Residential By-Laws, as applicable), in each case as the context requires.

Person: means any individual, corporation, partnership, limited liability company, trust, unincorporated association, Governmental Authority or other legal entity, including, without limitation, each of the Condominium Board and the Residential Board.

Present in Person or Presence in Person: As defined in 2.9.3 of the Condominium By-Laws.

Prime Rate: means a rate per annum equal to the lesser of: (i) the rate publicly announced from time to time by Citibank N.A. (or its successor) in New York, New York as its "prime rate"; and (ii) the maximum rate of interest permissible under applicable Laws, if any, with respect to the applicable amount payable hereunder.

Property: As defined in Section 1.1 of the Declaration.

Records: As defined in Section 11.1 of the Condominium By-Laws.

Sale, Sell or like terms, including the term conveyance (in each case, whether or not capitalized): means the sale or conveyance or transfer by a Unit Owner of its fee title interest in its Unit and its undivided common ownership interest in the Common Elements appurtenant thereto.

Special GCE Restoration Assessment: As defined in Section 12.10.3(c) of the Condominium By-Laws.

Special GCE Restoration Assessment Proceeds: As defined in Section 12.10.3(c) of the Condominium By-Laws.

Unanimous: or "unanimous", "unanimously" and words of similar import (whether or not capitalized) used in the Declaration and By-Laws, when referring to the Condominium Board shall mean the affirmative vote of all Condominium Board Members in Good Standing; and when referring to a group of some or all Unit Owners and/or Residential Boards, as the case may be, shall mean the affirmative vote of all Unit Owners in Good Standing within the identified group.

Unit: means any of the Commercial Units, Residential Units or any condominium units resulting from a subdivision or combination of any of the foregoing Units (as and to the extent permitted under the Condominium Documents).

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

Unit Owner in Good Standing: as of any given date, a Unit Owner with respect to which no Event of Default has occurred and is continuing at the time in question.

Unit Owners Meeting: As defined in Section 3.1 of the Condominium By-Laws.

Unsold Units: means the Residential Units, in each case to the extent owned by Declarant or Sponsor at the time in question.

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

EXHIBIT 8

RESIDENTIAL BY-LAWS

RESIDENTIAL BY-LAWS

OF

CASSA NY CONDOMINIUM

TABLE OF CONTENTS

		Page
ARTICLE 1	GENERAL	1
1.1	Purpose	1
1.2	Applicability of By-Laws	1
1.3	Principal Office of the Residential Section	1
ARTICLE 2	THE RESIDENTIAL BOARD	2
2.1	General Description of the Residential Board.	2
2.2	Powers and Duties of Residential Board.	3
2.3	Number and Terms of Office of Members of Residential Board.	8
2.4	Election of Residential Board Members; Rights of Sponsor.	9
2.5	Resignation and Removal.	10
2.6	Vacancies on Residential Board	11
2.7	Organizational Meeting of Residential Board	11
2.8	Regular Meetings of Residential Board	11
2.9	Special Meetings of Residential Board	11
2.10	Waiver of Notice	11
2.11	Determinations by Residential Board; Quorums.	12
2.12	Compensation	12
2.13	Liability of Residential Board and Unit Owners.	12
2.14	Fidelity Bonds	13
2.15	Committees	13
2.16	Status of Board	14
2.17	Incorporation and Organization of Residential Board	14
2.18	Residential Board as Agent of Residential Unit Owners	14
2.19	Prohibited Transactions	14
2.20	Principal Office of Residential Board	15
ARTICLE 3	RESIDENTIAL UNIT OWNERS	15
3.1	Annual Meetings	15
3.2	Place of Meetings	15
3.3	Special Meetings	15
3.4	Notice of Meetings and Actions Taken	16
3.5	Lack of Quorum	16
3.6	Order of Business	16
3.7	Title to Residential Units	17
3.8	Voting.	17
3.9	Majority of Residential Unit Owners	18
3.10	Quorum	18
3.11	Majority Vote	18
3.12	Representation on Condominium Board	18
ARTICLE 4	OFFICERS	18
4.1	Designation	18
4.2	Election of Officers	19
4.3	Resignation and Removal of Officers	19

4.4	President	19
4.5	Vice President	19
4.6	Secretary	19
4.7	Treasurer	20
4.8	Execution of Documents	20
4.9	Compensation of Officers	20
4.10	Liability of Officers.	20
ARTICLE 5	NOTICES	21
5.1	Notices	21
5.2	Waiver of Service of Notice	21
ARTICLE 6	OPERATION OF THE RESIDENTIAL SECTION	21
6.1	Determination of Residential Common Expenses and Fixing of Residential Common Charges	21
6.2	Payment of Residential Common Charges.	24
6.3	Default in Payment of Residential Common Charges; Lien for Unpaid Residential Common Charges; Other Remedies.	25
6.4	Insurance.	27
6.5	Repair or Reconstruction after Fire or Other Casualty.	28
6.6	Maintenance and Repairs.	29
6.7	Alterations of Residential Units.	31
6.8	Alterations to Residential Limited Common Elements	36
6.9	Use of Residential Units	36
6.10	Use of Residential Limited Common Elements	37
6.11	General Provisions as to Use.	37
6.12	Right of Access.	38
6.13	Rules and Regulations	39
6.14	Real Estate Taxes, Water Charges and Sewer Rents.	39
6.15	Electricity and Gas	40
6.16	Disputes as to Utilities Charges	40
6.17	Remedies for Violations of By-Laws or Rules and Regulations.	40
6.18	Utility Costs Payable as Residential Common Charges	41
6.19	Storage Bins	41
ARTICLE 7	MORTGAGES	42
7.1	Notice to Residential Board	42
7.2	Notice to Mortgagees of Default and Unpaid Residential Common Charges	42
7.3	Performance by Permitted Mortgagees	43
7.4	Examination of Books	43
7.5	Representatives of Residential Mortgagees.	43
7.6	Consent of Mortgagees	43
ARTICLE 8	SELLING, LEASING AND MORTGAGING OF RESIDENTIAL UNITS	43
8.1	Sales and Leases of Residential Units	43
8.2	No Severance of Ownership	44
8.3	Financing of Purchase, or Refinancing, of Residential Units by Residential Board	44

8.4	Exceptions	44
8.5	Gifts and Devises, etc	45
8.6	Payment of Assessments	45
8.7	Waiver of Right of Partition with Respect to Residential Units Acquired on Behalf of Residential Unit Owners as Tenants-in-Common	45
8.8	Mortgage of Residential Units	45
ARTICLE 9	CONDEMNATION	45
ARTICLE 10	RECORDS AND AUDITS	46
10.1	Records	46
10.2	Audits	46
10.3	Availability of Documents	46
ARTICLE 11	ARBITRATION	47
11.1	General Procedure	47
11.2	Costs and Expenses	47
11.3	Agreement by Parties	47
ARTICLE 12	MISCELLANEOUS	47
12.1	Consents	47
12.2	Waiver	48
12.3	Captions	48
12.4	Conflict	48
12.5	Certain References.	48
12.6	Severability	48
12.7	Insurance Trustee	48
12.8	Successors and Assigns	49
12.9	Covenant of Further Assurances.	49
ARTICLE 13	AMENDMENTS TO RESIDENTIAL BY-LAWS	50
13.1	Amendments by Residential Unit Owners	50
13.2	Amendments Affecting Declarant or Sponsor	50
13.3	Amendments Affecting Permitted Mortgagees	50

RESIDENTIAL BY-LAWS
OF
CASSA NY CONDOMINIUM

ARTICLE 1

GENERAL

1.1 Purpose. The purpose of these Residential By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Residential Section (the "Residential Section") at Cassa NY Condominium (the "Condominium"); the By-Laws of the Condominium (the "Condominium By-Laws") detail the rules and procedures concerning the conduct of the affairs of the Condominium. The Residential Section and these Residential By-Laws shall be subject to the provisions of the Declaration and the Condominium By-Laws; and, as provided (and subject to any express provision to the contrary) therein, the rights of the Residential Unit Owners with respect to the Condominium, the Condominium Board and the Commercial Unit Owners shall generally only be enforced by the Residential Board on behalf of the Residential Unit Owners. The Residential Section is comprised of the Residential Units and the Residential Limited Common Elements. All terms used herein (including, without limitation, those in the previous sentence) which are not separately defined herein, shall have the meanings given to those terms in the Condominium By-Laws or the Declaration.

1.2 Applicability of By-Laws. These Residential By-Laws are applicable to the Residential Section and to the use and occupancy thereof. All present and future Residential Unit Owners, mortgagees, lessees, sublessees and occupants of Residential Units and their respective employees, invitees and guests, as well as all other persons who may use the facilities located on, or forming a part of, the Residential Section, are and shall be subject to these Residential By-Laws, the Residential Rules and Regulations, the Declaration, the Condominium By-Laws and the General Rules and Regulations (if any). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease, sublease or license for, or the act of occupancy of, all or any portion of a Residential Unit or the Residential Section shall constitute an agreement that the provisions of these Residential By-Laws, the Residential Rules and Regulations, the Declaration, the Condominium By-Laws and the General Rules and Regulations (if any), as any of the same may be amended from time to time, are accepted, ratified and will be complied with.

1.3 Principal Office of the Residential Section. The principal office of the Residential Section shall be located either within the Residential Section or at such other place in the Borough of Manhattan as may be designated from time to time by the Residential Board.

ARTICLE 2

THE RESIDENTIAL BOARD

2.1 General Description of the Residential Board.

2.1.1 (a) As more particularly set forth in Section 2.2, the affairs of the Residential Section shall be governed by a board of managers of the Residential Section (the "Residential Board" and, sometimes herein, the "Board").

(b) In addition, three (3) of the members of the Residential Board shall also serve as the representatives of the Residential Section on the Condominium Board as more particularly set forth in Section 3.12.

2.1.2 Except for Residential Board members elected or designated by Sponsor or its designee, all members of the Residential Board shall be: (i) individual Residential Unit Owners or Permitted Mortgagees as (hereinafter defined) of Residential Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, a Residential Unit; (iii) officers, directors, shareholders or employees of corporate owners or corporate Permitted Mortgagees of Residential Units; (iv) members or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, a Residential Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Residential Units (or directors, officers, shareholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members, spouses or domestic partners of any of the foregoing individuals; or (vii) individuals designated by a sovereign government, consulate or other similar entity that is a Residential Unit Owner or a Permitted Mortgagee of a Residential Unit. Other than Residential Board members elected or designated by the Sponsor or its designee, no Residential Board member shall continue to serve after he or she ceases to be qualified as set forth above. Notwithstanding anything otherwise contained herein or in the Condominium By-Laws, any member of the Residential Board may also be a member of the Condominium Board and any member of the Condominium Board may also be a member of the Residential Board, if otherwise qualified.

2.1.3 As used herein, the term "Permitted Mortgagee" means the Construction Lender or other holder of any mortgage ("Permitted Mortgage") of a Residential Unit or Residential Units which is permitted to be placed thereon in accordance with these By-Laws.

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

2.2 Powers and Duties of Residential Board.

2.2.1 General. The Residential Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Residential Section (except such powers and duties which by law, the Declaration, the Condominium By-Laws or these Residential By-Laws may not be delegated to the Residential Board by the Residential Unit Owners). Subject to the terms of the Declaration, the Condominium By-Laws and these Residential By-Laws, all determinations, however, which affect only the Residential Section, and do not affect (to more than a de minimis extent) the General Common Elements, the Hotel Units or the Hotel Limited Common Elements, or any Commercial Unit or the Commercial Limited Common Elements or the use of same for their permitted purposes, shall be made by the Residential Board. Except to the extent required by law or in the Declaration, the Condominium By-Laws or these Residential By-Laws provided, all other determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

2.2.2 Residential Board. Subject to, and in accordance with, the provisions of subsection 2.2.1 and without limiting the generality thereof (and in addition to all other powers and duties granted to the Residential Board by law, the Declaration, the Condominium By-Laws or these Residential By-Laws), the Residential Board shall be entitled to make determinations with respect to all matters relating to the operation and the affairs of the Residential Section, and not relating (to more than a de minimis extent) to the General Common Elements, the Hotel Limited Common Elements or the Commercial Limited Common Elements and/or the operation and affairs of any Commercial Units or the use of same for their permitted purposes, including, without limitation, the following:

(a) Operation, care, upkeep, maintenance, repair, restoration, addition and improvement to, and alteration and replacement of, the Residential Section, in the condition and otherwise in such manner that appropriate levels and standards of quality, service and appearance are maintained.

(b) The amount of Residential Common Charges and any special assessments to be levied against Residential Unit Owners.

(c) Collection of Residential Common Charges and any special assessments from Residential Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Section and the provision of the services offered therein.

(e) Adoption of, and amendments and additions to, the Residential Rules and Regulations (as such term is hereinafter defined) (including without limitation those relating to coordination with the owner(s) of the Commercial Units in connection with the use of such Unit's loading dock, which use is subject to the control and discretion of such Unit Owner in all respects.)

(f) Purchasing, leasing and otherwise acquiring in the name of the Residential Board (or, if required by law, in the name of the Condominium Board as nominee for

the Residential Board), or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, those Residential Units offered for sale or lease by, or Residential Units surrendered by, the owners of such Units to the Residential Board, or those Residential Units with respect to which liens for real estate taxes are being sold by the City of New York.

(g) Purchasing Residential Units at foreclosure or other similar sales (including, without limitation, in connection with the enforcement of the Residential Board's lien for unpaid Residential Common Charges), in the name of the Residential Board (or, if required by law, in the name of the Condominium Board as nominee for the Residential Board), or its designee, on behalf of all Residential Unit Owners.

(h) Selling, leasing, mortgaging, refinancing and otherwise dealing with (but not voting the interests appurtenant to) Residential Units or Storage Bins acquired by, and subleasing Residential Units leased by, the Residential Board or its designee, on behalf of all Residential Unit Owners and to prepare, execute and administer Storage Bin Licenses and assignments and assumptions thereof.

(i) Making repairs, restorations, additions and improvements to, and alterations and replacements of, the Residential Limited Common Elements.

(j) Making repairs, restorations, additions and improvements to, and alterations and replacements 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, all in accordance with the terms of these Residential By-Laws and the Condominium By-Laws.

(k) Enforcing obligations of Residential Unit Owners, including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(l) Levying fines against Residential Unit Owners for violations of the Residential Rules and Regulations and the General Rules and Regulations (if any) (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owner against whom they are levied).

(m) Maintaining bank accounts on behalf of the Residential Section (with respect to matters within its jurisdiction as provided in these Residential By-Laws) and designating the signatories required therefor.

(n) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Residential Section and if the loss is to be adjusted by the Residential Board in accordance with Article 6 hereof.

(o) Borrowing money, at any time, on behalf of the Residential Section when required in connection with: (A) the operation, care, upkeep and maintenance of, or the making of repairs, restorations, additions or improvements to, or alterations or replacements of, the Residential Limited Common Elements, or (B) any permitted action or activity of the Residential Board, provided, however, that: (i) except as provided in Section 8.6, in the case of borrowings which are in excess of the amount of $100,000 in any one fiscal year or $250,000 in the aggregate at any one time (in each case excluding the pro-rata share of the

Residential Section with respect to any borrowing made by the Condominium Board pursuant to the Condominium By-Laws), the consent of at least 66-2/3% of the total authorized votes of all Residential Unit Owners (determined in accordance with the provisions of Section 3.8) who are present, in person or by proxy, and voting at a duly constituted meeting at which a quorum is present or is not required, shall be required for any borrowings for such purposes; (ii) no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant interest in any of the Common Elements (except to the extent permitted by applicable law) without the prior written consent of the owner of such Unit; and (iii) none of the Commercial Unit Owners nor the Condominium Board will be liable for repayment of any portion of any such borrowing and all loan documentation entered into by or on behalf of the Residential Board shall specifically so provide. Subject to Section 6.1.1(b) of these Residential By-Laws and Section 2.2.8 of the Condominium By-Laws, any such debt may be secured by future income and Residential Common Charges in which event the Residential Common Charges, subject to the rights of the Condominium Board with respect thereto as described in such Section, shall be deemed trust funds for the purpose of paying such debt. The Residential Board cannot secure such debt by a lien on the Residential Limited Common Elements (or any other Common Elements) without the consent of all Residential Unit Owners (or in the case of any other Common Elements, the consent of all Units Owners).

In addition to the debt described above, the Board, without approval of the Unit Owners may, at any time, incur, or refinance, debt from time to time, secured by any residence or property acquired by the Board pursuant to the Declaration and/or these Residential By-Laws; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Residential Unit (together with its appurtenant interest in the Common Elements) or other real property to be purchased. If any sum borrowed by the Residential Board pursuant to the authority contained in this subsection 2.2.2(o) is not repaid by the Residential Board, a Residential Unit Owner who pays to the creditor such proportion thereof as its interest in the Common Elements bears to the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor has filed or has the right to file against such Residential Unit Owner's Unit, and all loan documentation entered into by or on behalf of the Residential Board shall specifically so provide. The dollar amounts set forth in clause (i) of this subsection 2.2.2(o) shall be adjusted to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor.

(p) Organizing corporations, limited liability companies and/or other entities to act as designees of the Residential Board with respect to such matters as the Residential Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing or subleasing of, Residential Units acquired or leased by the Residential Board on behalf of the Residential Unit Owners.

(q) Execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Residential Section (and not relating (to more than a de minimis extent) to the General Common Elements, the Hotel Limited Common Elements or the Commercial Limited Common Elements and/or the operation and affairs of any Commercial Unit or the use of same for their permitted purposes), which the Residential Board deems

necessary or appropriate to comply with the Legal Requirements applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section; or (ii) any consent, agreement, restriction, easement, declaration or other instrument, or any amendment thereto, affecting (and not relating (to more than a de minimis extent) to the General Common Elements, the Hotel Limited Common Elements or the Commercial Limited Common Elements and/or the operation and affairs of any Commercial Unit or the use of same for their permitted purposes): (x) the Residential Section, which the Residential Board deems necessary or appropriate, or (y) a Residential Unit, if the owner of such Residential Unit requests, or under the Declaration, the Condominium By-Laws or these Residential By-Laws is required to request, that the Residential Board take such action, and (except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws) the Residential Board determines that taking such action is appropriate.

(r) Execution, acknowledgement and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to any or all of the Residential Units on behalf of and as agent for the respective Residential Unit Owners thereof.

(s) Commencing, prosecuting and settling litigation to the extent relating to the Residential Board or the Residential Section, and not relating (to more than a de minimis extent) to the General Common Elements, the Hotel Limited Common Elements, the Commercial Limited Common Elements and/or the operation and affairs of any Commercial Unit or the use of same for their permitted purposes.

(t) Operating, maintaining and supervising the Residential Limited Common Elements in accordance with the terms of these Residential By-Laws and the Condominium By-Laws.

(u) Obtaining and reviewing insurance for the Residential Section and otherwise as provided in Section 6.4 hereof.

(v) Imposition, increase, decrease or elimination of move-in fees and charges, and transfer fees payable to the Managing Agent and/or the Residential Board, in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon Declarant or Sponsor or its designee or any Units bought, sold or leased by the Board.

(w) Establishing, changing and otherwise making determinations with respect to reserves, including, without limitation, a general operating reserve or a reserve for working capital or for replacements with respect to the Residential Limited Common Elements.

2.2.3 Limitations on Residential Board. Notwithstanding anything to the contrary contained in these Residential By-Laws (including, without limitation, in subsection 2.2.2 above), for a period (the "Initial Residential Control Period") which shall end upon the earlier to occur of: (a) the fifth anniversary of the first closing of title to a Residential Unit (the "First Residential Closing") by Sponsor, pursuant to an Agreement (as the terms "Sponsor" and

"Agreement" are defined in that certain Offering Plan, dated as of _____, 200_, for the sale of Residential Units at the Condominium (the "Offering Plan")), or (b) the closing of title by Sponsor to Residential Units representing at least 75%, both in number and in aggregate Common Interests, of all Residential Units, the Residential Board may not, without the prior written consent of Sponsor or its designee: (i) make or approve any addition, alteration or improvement to the Residential Limited Common Elements or any Residential Unit (unless required by any applicable laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof ("Legal Requirements"); (ii) assess any Residential Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund in respect of the Residential Section; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Residential Section, as provided for in Schedule B "Projected Budget for First Year of Operation" set forth in the Offering Plan (the "First Year's Budget"); (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Residential Closing or otherwise provide services in excess of those referred to in the Offering Plan, except as is required to reflect normal annual increases in operating services; or (v) borrow money on behalf of the Residential Section. However, the Residential Board may take any of the actions enumerated in subsections (i) through (v) above, without the consent of Sponsor if, and only if such action is necessary, and no other alternative is available, either to enable to Residential Board to comply with any Legal Requirement, or to remedy any notice of violation entered against the Residential Section or the Building, or to comply with any proper work order by an insurer of the Residential Section or the Building, or for the health and safety (but not the general conduct or welfare) of the occupants of the Residential Section or the Building. Sponsor may not exercise veto power over expenses described in such Schedule B, or over expenses required: (i) to comply with applicable Legal Requirements; or (ii) to remedy any notice of violation; or (iii) to remedy any work ordered by an insurer. Sponsor, through its control over the Residential Board, may not exercise veto power over expenses applicable exclusively to the Residential Section as described in such Schedule B, or over expenses required to comply with any Legal Requirements applicable to the Building or the Residential Section, or to remedy any notice of violation entered against the Building or the Residential Section or to comply with any proper work order by an insurer of the Building or the Residential Section. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan.

2.2.4 (a) Any action required or permitted to be taken pursuant to the provisions of these Residential By-Laws or the Declaration by the Residential Board shall be done or performed by the Residential Board, or shall be done on behalf of the Residential Board and at its direction by the agents, employees or designees of the Residential Board, and the Residential Board may employ one or more managing agents and/or managers, at a compensation established by the Residential Board, to perform such duties and services as the Residential Board shall authorize, including, but not limited to, the duties listed in 2.2.2(a), (c), (d), (i), (j), (m) and (u). The Residential Board may delegate to such managing agent or manager

other powers granted to the Residential Board by these Residential By-Laws, except the powers set forth in subparagraphs 2.2.2(b), (e), (f), (g), (h), (k), (l), (n) and (v) through (x).

(b) Subject to the limitations set forth in this subsection 2.2.4, the Residential Board may, together with any or all of the Commercial Unit Owners and the Condominium Board employ the same managing agent and/or manager to act on behalf of each.

2.2.5 For convenience of operation of the Condominium, the Residential Board and the Condominium Board may each designate one of the other entities enumerated, to act as its agent with respect to any matter the determination of which is entitled to be made by such designating party and, in connection with such designation, may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may request.

2.2.6 Any action required or permitted to be taken pursuant to the provisions of these Residential By-Laws, the Condominium By-Laws or the Declaration by the Residential Board may, if required by any applicable Legal Requirements, be taken by the Residential Board (upon prior written notice to the Condominium Board in accordance with the Condominium By-Laws) in the name of the Condominium Board which shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that the Residential Board shall, subject to the provisions of Section 2.13, indemnify and hold harmless the Condominium Board and the Commercial Unit Owners from any expense or liability thereof or therefrom.

2.2.7 Any managing agent designated and/or employed by the Residential or the Condominium Board and all or any of the Commercial Unit Owners may be an affiliate of Declarant and/or Sponsor.

2.3 Number and Terms of Office of Members of Residential Board.

2.3.1 (a) Until the First Annual Residential Meeting held by the Residential Unit Owners pursuant to the terms of Section 3.1 hereof, the Residential Board (the "First Residential Board") shall consist of three (3) persons designated by Sponsor from time to time. Prior to the First Annual Residential Meeting, the terms of each such member of the First Residential Board shall expire annually and, subject to the other provisions of this Section, Sponsor shall have the right to designate the replacement for each such member, even though such replacement may be the same person. In accordance with, and within the time periods set forth in, the provisions of Section 3.1, the First Residential Board shall cause the President of the Residential Section to call the First Annual Residential Meeting. The term of office of the three (3) members of the First Residential Board so designated by Sponsor prior to the First Annual Residential Meeting shall expire when the five (5) persons to be elected at the First Annual Residential Meeting are so elected and qualified.

(b) From and after the holding of the First Annual Residential Meeting, the Residential Board shall consist of five (5) persons. For so long as Sponsor or its designee is entitled to designate one (1) member of the Residential Board, as provided for in subsection 2.4.3 hereof, the Residential Board may not be expanded beyond five (5) members

without the prior written consent thereto of Sponsor; notwithstanding anything otherwise herein contained, this provision may not be amended or modified without the consent thereto of Sponsor.

(c) The term of office of each of the five (5) members comprising the Residential Board elected at the First Annual Meeting pursuant to Section 3.1 shall be fixed at such meeting as follows: (a) two (2) of such members will serve for a term of approximately three (3) years; (b) two (2) of such members will serve for a term of approximately two (2) years; and (c) one (1) of such members will serve for a term of approximately one (1) year. Those members of the first elected five (5) member Residential Board who receive the highest number of votes will serve for the longest terms of office but, except as set forth in subsection 2.4.4 hereof, any members elected or designated by Sponsor pursuant to the terms of subsection 2.4.3 hereof, as the owner of Unsold Units, shall serve for the shortest terms of office. At each annual meeting of Residential Unit Owners subsequent to the First Annual Residential Meeting, the Residential Unit Owners shall elect, pursuant to the terms of Section 2.4 hereof, Residential Board members to replace the Residential Board members whose terms of office are then expiring, each to serve a term of office fixed at three years. Notwithstanding the expiration of the term of office of a member of the Residential Board or anything contained herein to the contrary, such member of the Residential Board (including any member of such Board designated by Sponsor) shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a Residential Board member (including any member of the Residential Board designated by Sponsor) may serve.

2.4 Election of Residential Board Members; Rights of Sponsor.

2.4.1 Subject to the terms of subsections 2.4.3 and 2.4.4, all members of the Residential Board to be elected by the Residential Unit Owners shall be determined by plurality of the votes cast by those Residential Unit Owners (including Sponsor, and subject in all events to the rights of Sponsor under subsection 2.4.3 for so long as Sponsor or its designee shall own at least one (1) Residential Unit) entitled to vote for such board member(s) who are present (in person or by proxy) and voting at a meeting at which a quorum of all Residential Unit Owners is present or not required.

2.4.2 When voting for members of the Residential Board, the voting shall be by ballot and each ballot shall state the name of the Residential Unit Owner voting, the Residential Unit owned by such Residential Unit Owner and the percentage of Common Interest attributable to each Residential Unit owned by such Residential Unit Owner and, in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these Residential By-Laws shall be deemed to permit cumulative voting.

2.4.3 Notwithstanding any other provision of this Section 2.4 or of these Residential By-Laws or otherwise, to the contrary, at the First Annual Residential Meeting and at all times before and thereafter, Sponsor and/or its designee and/or any owner of Unsold Units shall be able to vote in accordance with its/their ownership of Residential Units and thus may be able to elect members of the Residential Board by virtue of its/their ownership of Residential Units. In addition, at elections of members to the Residential Board held after the First Annual

Meeting and before the expiration of the Initial Residential Control Period, Sponsor and/or its designee will have the right to designate three (3) members of the Residential Board who are related to or affiliated with Sponsor and/or such designee, and Sponsor and/or its designee, and all other Residential Unit Owners shall have the right to elect the remaining two (2) members of the Residential Board. In addition, at elections of members to the Residential Board held following the expiration of the Initial Residential Control Period (but for so long as Sponsor, its designee or other owner of Unsold Units owns at least one (1) Unsold Unit), Sponsor and/or its designee shall have the right to designate one (1) member of the Residential Board who may be a person related to or affiliated with Sponsor and/or such designee or other Unsold Residential Unit Owner(s), and Sponsor, its designee, and all other Residential Unit Owners shall have the right to elect the remaining four (4) members of the Residential Board. Accordingly, from and after the expiration of the Initial Residential Control Period, Sponsor and/or its designee shall have the right to designate one (1) member of the Residential Board and shall no longer exercise voting control over the Residential Board, i.e., following the expiration of the Initial Residential Control Period, at least four (4) of the five (5) members of the Residential Board shall not be designated by Sponsor or its designee or other owner of Unsold Units but shall be elected by the Unit Owners. There is no restriction on the right of Sponsor and its designee(s) or any Unsold Unit Owner to vote for members of the Residential Board who are not related to or affiliated with Sponsor or such designee or Unsold Unit Owner; however, after the expiration of the Initial Residential Control Period, neither Sponsor nor its designee will designate a majority of the members of the Residential Board.

2.4.4 In the event that after notice of an annual meeting of Residential Unit Owners is given to Residential Unit Owners in the manner prescribed by Section 3.4 of these Residential By-Laws, the Residential Unit Owners present in person or by proxy at such annual meeting constitute less than a quorum, and consequently new members of the Residential Board to replace those whose terms expire as of such annual meeting cannot be elected, the remaining members of the Residential Board shall fill any resulting vacancies at a special meeting of the Residential Board held for that purpose promptly thereafter, even though the members of the Residential Board present at such meeting may themselves constitute less than a quorum. The Residential Board shall request the Residential Unit Owners present (in person or by proxy) at the annual meeting to express their preferences for the Residential Board members to have been elected at such annual meeting, but such expression of preferences shall be non-binding on the Residential Board. Any person so elected by the Residential Board shall be a member of the Residential Board until the next annual meeting of Residential Unit Owners, when a successor shall be elected for the remainder of the term.

2.5 Resignation and Removal.

2.5.1 Any member of the Residential Board may resign at any time by written notice given in accordance with the terms of Section 5.1 of these Residential By-Laws to the President or Secretary of the Residential Section and, with respect to members of the Residential Board designated as such or elected by Sponsor (or its designee), by also giving such written notice to such party. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning member, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of Sections 2.3 and 2.4, and except as provided in the following sentence, any Residential Board member elected thereto by the Residential Unit Owners or by the Residential Board pursuant to the terms of Section 2.4 or 2.6 hereof, respectively, may be removed from office, with or without cause, by a Majority of Residential Unit Owners. Any Residential Board member who was designated or elected as such by Sponsor (or its designee) may be removed from office: (i) for cause, by a Majority of Residential Unit Owners; and (ii) without cause, only by Sponsor or its designee. In the event of any removal described in the previous sentence, whether with or without cause, Sponsor or its designee shall have the sole right to designate the replacement of such member. Any Residential Board member whose removal for cause has been proposed shall be given an opportunity to be heard at the meeting of Residential Unit Owners at which such removal is to be considered.

2.6 Vacancies on Residential Board. Subject to the provisions of Sections 2.3 and 2.4, any vacancy on the Residential Board for whatever reason shall be filled by the members of the Residential Board then in office, at a special meeting of the Residential Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Residential Board until the next annual meeting of Residential Unit Owners, when a successor shall be elected for the remainder of the term of the member creating such vacancy. However, any vacancy on the Residential Board created by the resignation, removal or any other reason of any Residential Board member designated or elected as such by Sponsor or its designee shall be filled only by Sponsor or its designee as the case may be.

2.7 Organizational Meeting of Residential Board. The first meeting of the Residential Board following each annual meeting of Residential Unit Owners shall be held within twenty (20) days after such annual meeting at such time and place in the Borough of Manhattan as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the Residential Board members in order to legally constitute such meeting, provided that a majority of the members of the Residential Board shall be present thereat.

2.8 Regular Meetings of Residential Board. Regular meetings of the Residential Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof, provided that at least one (1) such meeting shall be held every three (3) months during each fiscal year of the Residential Section. Notice of regular meetings shall be given to each member thereof, by personal delivery, nationally recognized overnight courier or telecopy, at least five (5) business days prior to the day named for such meeting.

2.9 Special Meetings of Residential Board. Special meetings of the Residential Board may be called by the President or Vice President of the Residential Section by giving at least five (5) business days' prior notice to each member of the Residential Board, by personal delivery, nationally recognized overnight courier or telecopy, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. In addition, the President shall call a special meeting upon the written request of two (2) or more members of the Residential Board.

2.10 Waiver of Notice. Any member of the Residential Board may at any time waive notice of any Residential Board meeting in writing and such waiver shall be deemed equivalent

to the giving of such notice. Attendance by a member of the Residential Board at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the members are present at any meeting of the Residential Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by Residential Board; Quorums.

2.11.1 Except as otherwise set forth in subsections 2.4.4, 2.6 and 2.11.3, all determinations of the Residential Board shall be made at a meeting of the Residential Board at which a quorum thereof is present. At any Residential Board meeting, a majority of the members thereof shall constitute a quorum, except as may otherwise be provided herein, and the votes of a majority of such members present shall constitute the decision of the Residential Board.

2.11.2 If at any Residential Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum exists or may reconvene the meeting to a time (specified on at least three (3) business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent members) when no quorum requirement shall apply. At any such adjourned meeting at which a quorum is present or is not required, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11.3 Members of the Residential Board may participate in a meeting thereof by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other, and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Residential Board may be taken without a meeting if all members of the Residential Board consent thereto in writing.

2.12 Compensation. No member the Residential Board shall receive any compensation for acting as such.

2.13 Liability of Residential Board and Unit Owners.

2.13.1 To the extent permitted by applicable law, no member of the Residential Board shall have any personal liability with respect to any contract, act or omission of the Residential Board, the Condominium Board or of any managing agent or manager, building engineer or superintendent in connection with the affairs or operation of the Condominium or the Residential Section (except in its or their capacities as Unit Owners) and the liability of any Residential Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Residential Board or by any managing agent or manager thereof shall state that it is made by the Residential Board or the managing agent or manager only as agent for all Residential Unit Owners, and that the Residential Board members or managing agent or manager shall have no personal liability thereon (except in its or their capacities as Unit Owners) and may also state the applicable limitations of liability of the Residential Unit Owners provided for in the next sentence; the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Residential Board, the managing agent

or manager or any greater liability on the part of any Residential Unit Owner than as provided in the next sentence. The liability of any Residential Unit Owner for any contract, act or omission with respect to the Condominium shall be limited to such Unit Owner's share of the total liability of the Residential Section with respect thereto in such proportion as the Common Interest of such Residential Unit Owner bears to the aggregate Common Interests of all Residential Unit Owners; and the liability of any Residential Unit Owner for any contract, act or omission with respect to the Residential Section shall be limited to such proportionate share of the total liability as the Common Interest of such Residential Unit Owner bears to the aggregate Common Interests of all Residential Unit Owners; and in each case, to the extent permitted by applicable law, shall be limited to such Residential Unit Owner's interest in its Residential Unit and its appurtenant Common Interest, so that such Residential Unit Owner shall have no personal liability for any such contract, act or omission.

2.13.2 Nothing in the preceding Section shall limit a Residential Unit Owner's liability for the payment of Residential Common Charges. To the extent permitted by applicable law, Residential Board members shall have no liability to Residential Unit Owners except that a Board member shall be liable for its or his or her own bad faith or willful misconduct. All Residential Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Residential Board member against any liability or claim except those arising out of such Residential Board member's own bad faith or willful misconduct. The Residential Board may contract or effect any other transaction with any member of the Residential Board, any member of the Condominium Board, any Unit Owner, Declarant and/or Sponsor, and/or their respective designees, or any Commercial Unit Owner, and/or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.13.3 Neither the Residential Board nor any member thereof shall be liable for either: (i) any failure or interruption of any utility or other services to be provided or obtained by, or on behalf of, the Residential Board or Condominium Board or to be paid for as either a Residential Common Expense or General Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Residential Board or such member thereof, as the case may be; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith or willful misconduct of the Residential Board or such member thereof.

2.14 Fidelity Bonds. The Residential Board shall obtain fidelity bonds (or similar bonds or insurance), in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds (or insurance) shall constitute Residential Common Expenses.

2.15 Committees. The Residential Board may, subject to such limitations and exceptions as the Residential Board may prescribe, appoint such committees as the Residential Board may deem appropriate, each to consist of two or more members of the Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise

all the powers of the Residential Board during the intervals between the meetings of the Board, insofar as may be permitted by law. For so long as Sponsor and/or its designee is entitled to designate members to the Residential Board, any committee appointed by the Residential Board shall have as at least one of its members a member of the Residential Board appointed by Sponsor and/or its designee, as the case may be.

2.16 Status of Board. In addition to the status conferred upon the Residential Board under or pursuant to the provisions of the New York Condominium Act, the Residential Board shall, to the extent permitted by applicable law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation or organization of the Residential Board pursuant to the provisions of Section 2.17, the provisions of this Section 2.16 shall no longer be applicable to the Residential Board.

2.17 Incorporation and Organization of Residential Board. To the extent and in the manner provided in the New York Condominium Act, the Residential Board may, by action of the Residential Board as provided in this Article 2, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Residential Board so incorporates or organizes, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon the Residential Board under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration, these Residential By-Laws and, to the extent applicable, the Condominium By-Laws, and the provisions of the Declaration, these Residential By-Laws and, to the extent applicable, the Condominium By-Laws, shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement.

2.18 Residential Board as Agent of Residential Unit Owners. In exercising its powers and performing its duties under the Declaration, these Residential By-Laws and, to the extent applicable, the Condominium By-Laws, the Residential Board shall act as, and shall be, the agent of the Residential Unit Owners, subject to and in accordance with the provisions of the Declaration, these Residential By-Laws and, to the extent applicable, the Condominium By-Laws.

2.19 Prohibited Transactions. Each member of the Residential Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Residential Section. To the extent permitted by applicable law, no contract or other transaction between the Residential Board and either: (i) any of its members, or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Residential Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either: (a) any such member of the Residential Board was present at the meeting or meetings of the Residential Board during which such contract or transaction was discussed, authorized, approved

or ratified, or (b) the vote of any such member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Residential Board or a majority of the members thereof and noted in the minutes thereof, and the Residential Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Residential Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a Majority of Residential Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Residential Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Residential Board may be counted in determining the presence of a quorum of any meeting of the Residential Board which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction.

2.20 Principal Office of Residential Board. The principal office of the Residential Board shall be located either within the Property or at such other place in the Borough of Manhattan, as may be designated from time to time by the Residential Board.

ARTICLE 3

RESIDENTIAL UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Residential Unit Owners (the "First Annual Residential Meeting") shall be held not later than 30 days following the later to occur of: (i) the second anniversary of the First Residential Closing; or (ii) the closing of title by Sponsor, as seller, to Residential Units representing at least 50%, both in number and in aggregate Common Interests, of all Residential Units to Purchasers (as defined in the Offering Plan). At such meeting a new Residential Board shall be elected and/or designated (as provided in Sections 2.3 and 2.4) consisting of five (5) persons and the incumbent Residential Board shall resign. Thereafter, annual meetings of Residential Unit Owners shall be held within four weeks after the anniversary of such first meeting in each succeeding year on a date to be set by the Residential Board. At such meetings, the Residential Unit Owners shall elect or designate, as the case may be, successors to the members of the Residential Board whose terms of office are due to expire on or about the day of such meeting or have already expired and there shall also be transacted such other business as may properly come before such meeting.

3.2 Place of Meetings. Meetings of Residential Unit Owners shall be held at the principal office of the Residential Section or at such other place in the Borough of Manhattan as may be designated from time to time by the Residential Board.

3.3 Special Meetings. The President or the Vice President of the Residential Section shall call a special meeting of Residential Unit Owners if so directed by resolution of the Residential Board or upon a petition signed and presented to the Secretary of the Residential Section by Residential Unit Owners owning Residential Units representing not less than 25% of the Common Interests of all of the Residential Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such meeting.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting of Residential Unit Owners shall be given by the Secretary of the Residential Section to all Residential Unit Owners of record entitled to vote thereat, at their address at the Residential Section (or at such other address as any Residential Unit Owner has designated by notice in writing to the Secretary of the Residential Section at least fifteen (15) business days prior to the giving of notice of the applicable meeting). Each such notice shall state the purposes of the meeting and the time and place where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier or telecopy, at least ten (10) business days prior to the date fixed for the meeting. However, if the business to be conducted at any meeting of the Residential Unit Owners shall include consideration of a proposed amendment to the Declaration, these Residential By-Laws or the Condominium By-Laws, the notice of such meeting shall be given to all Residential Unit Owners, in the manner provided above, at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Lack of Quorum. Subject to the terms and provisions of subsection 2.4.4, if any meeting of Residential Unit Owners cannot be held because a quorum is not present, the Residential Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to either: (a) adjourn the meeting from time to time until a quorum exists; or (b) reconvene the meeting to a time (specified on not less than three (3) business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent Residential Unit Owners) when no quorum requirement shall apply.

3.6 Order of Business. The order of business at all regular meetings of Residential Unit Owners shall be as follows:

(a) Call to order.

(b) Roll call.

(c) Proof of notice of meeting.

(d) Reading of minutes of preceding meeting.

(e) Reports of officers.

(f) Reports of committees.

(g) Election of inspectors of election (when so required).

(h) Election of members of the Residential Board.

(i) Unfinished business.

(j) New business.

(k) Adjournment.

3.7 Title to Residential Units. Title to Residential Units may be taken by any individual, corporation, partnership, limited liability company, association, trust, fiduciary or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate.

3.8 Voting.

3.8.1 Each Residential Unit Owner, or a person designated by such Residential Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Residential Unit as set forth herein, in the Condominium By-Laws (to the extent applicable) and in the Declaration at all meetings of Residential Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Residential Section and shall be revocable at any time by written notice actually delivered to such Secretary by the Residential Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months (except that the designation of a Permitted Mortgagee to act as the proxy of its mortgagor shall be effective until duly revoked).

3.8.2 A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.8.3 If two (2) or more persons or entities own a Residential Unit, they shall designate one (1) person or entity amongst them to vote the entire Common Interest appurtenant to their Unit in a writing given to the Secretary of the Residential Section, and the vote of such designee shall be binding upon such designors. Failing such a designation, all of such persons or entities shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such persons or entities shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Residential Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

3.8.4 Neither the Residential Board nor its designee shall be entitled to vote the interest appurtenant to any Residential Unit owned by the Residential Board or such designee, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Residential Unit Owners for quorum and voting purposes.

3.8.5 Except as otherwise set forth herein, in the Condominium By-Laws (to the extent applicable) or in the Declaration, at all meetings of Residential Unit Owners, each Residential Unit Owner (or its proxy) entitled to vote thereat (including, without limitation, Sponsor or its designee of other owner of Unsold Units) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to its Residential Unit or Units (including, without limitation, for each Board member to be elected) in proportion to the Common Interest of all Residential Units.

3.8.6 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is described in terms of the Residential Unit

Owners, as a group, as opposed to a percentage of all Unit Owners as a whole, such required percentage shall mean a percentage in terms of the total Common Interests attributable to all Residential Unit Owners and not the percentage of Common Interests attributable to all Unit Owners.

3.9 Majority of Residential Unit Owners. Except as may otherwise be provided by law, as used in these Residential By-Laws, the Condominium By-Laws (to the extent applicable) and the Declaration, the term "Majority of Residential Unit Owners" means those Residential Unit Owners having more than 50% of the total authorized votes of all Residential Unit Owners (determined in accordance with the provisions of Section 3.8), who are present in person or by proxy and voting at a duly constituted meeting at which a quorum is present or is not required.

3.10 Quorum. Except as otherwise provided in these Residential By-Laws, the presence in person or by proxy of Residential Unit Owners owning Residential Units to which appertain more than 50% of the aggregate Common Interests attributable to all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners.

3.11 Majority Vote. Except where otherwise provided by law, the Declaration or these Residential By-Laws, at all meetings solely of Residential Unit Owners, the affirmative vote of a Majority of Residential Unit Owners shall be binding upon all Residential Unit Owners for all purposes.

3.12 Representation on Condominium Board. Residential Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board. Three (3) of the five (5) members of the Residential Board shall also serve as members of the Condominium Board and shall be entitled to vote at any such meeting(s) in accordance with the terms of Section 2.1 and the provisions of the Condominium By-Laws. Until the expiration of the Initial Residential Control Period, one (1) Residential Board member elected who is not related to or affiliated with Sponsor, its designee or other Unsold Unit Owners shall be one (1) of the three (3) Residential Board members who also serve on the Condominium Board (the other such Residential Board members who also serve on the Condominium Board will be the two (2) Sponsor designates to the Residential Board). After the expiration of the Initial Residential Control Period but while Sponsor and/or its designee or the Owner of other Unsold Units still owns at least one (1) Residential Unit, the one member of the Residential Board designated by Sponsor and/or its designee shall be one of the Residential Board members who also serve on the Condominium Board.

ARTICLE 4

OFFICERS

4.1 Designation. (a) The principal officers of the Residential Section shall be a President, Vice President, and Secretary/Treasurer, all of whom shall be elected by the Residential Board. The Residential Board may elect more than one Vice President, or an Assistant Treasurer or Assistant Secretary and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of the Residential Section from also being an officer of the Condominium or any officer of the Condominium from also being an officer of

the Residential Section, if otherwise qualified under the terms of these Residential By-Laws and the Condominium By-Laws, as applicable. Unless prohibited by applicable law, any two or more offices of the Residential Section may be held by the same person.

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

4.2 Election of Officers. The officers of the Residential Section shall each be elected annually by the Residential Board at the organizational meeting(s) thereof and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Residential Board; except that the initial officers of the Residential Section shall be elected by the First Residential Board and shall hold office at the pleasure of such First Residential Board and until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice given in accordance with the terms of Section 5.1 of these Residential By-Laws to the Residential Board; such resignation shall take effect at the time specified and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Residential Board, present in person or by proxy at a regular meeting of the Residential Board, or at a special meeting of the Residential Board called for such purpose, at which a quorum is present or is not required pursuant to Section 2.11.2, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Residential Section shall be the chief executive officer of the Residential Section and shall preside at all meetings of Residential Unit Owners and of the Residential Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Residential Unit Owners from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Residential Section.

4.5 Vice President. The Vice President of the Residential Section shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Residential Section are unable to act, the Residential Board shall appoint some other member of the Residential Board to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Residential Board or by the President.

4.6 Secretary. The Secretary of the Residential Section shall keep the minutes of the meetings of the Residential Unit Owners and of the Residential Board. The Secretary shall have charge of such books and papers as the Residential Board shall direct and, in general, shall

perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Residential Section and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Residential Board (or in the name of the managing agent or manager appointed by the Residential Board) in such depositories as may from time to time be designated by such Residential Board and shall, in general, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Residential Section shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Residential Board. In addition to the foregoing, the Residential Board may authorize the managing agent serving on its behalf to execute checks, provided that the expenditures, and the managing agent's paying for same, have been approved in advance by resolution of the Residential Board or have been authorized by two officers of the Residential Section (at least one of whom shall be a Residential Board member).

4.9 Compensation of Officers. Except as otherwise provided by the Residential Board, no officer shall receive any compensation for acting as such.

4.10 Liability of Officers.

4.10.1 To the extent permitted by applicable law, no officer of the Residential Section shall have any personal liability with respect to any contract, act or omission of the officers in connection with the affairs or operation of the Residential Section (except in their capacities as Residential Unit Owners). To the extent permitted by applicable law, officers shall have no liability to Residential Unit Owners, except that an officer shall be liable for his or her own bad faith or willful misconduct. All Residential Unit Owners shall severally, to the extent of their respective interests in their Residential Units and their appurtenant Common Interests, indemnify, defend and hold harmless each officer of the Residential Section against any liability or claim except those arising out of such officer's own bad faith or willful misconduct.

4.10.2 None of the officers of the Residential Section shall be liable for either: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as either a Residential Common Expense or General Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such officer; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith or willful misconduct of such officer.

ARTICLE 5

NOTICES

5.1 Notices. Except as otherwise provided in these Residential By-Laws or the Condominium By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given shall be in writing and shall be delivered: (a) if to the Residential Board, in person or sent to the principal office of the Residential Board (or to such other address as the Residential Board may designate from time to time by notice in writing to all Unit Owners and to all Permitted Mortgagees having requested in writing notice of same); and a duplicate shall be sent in like manner to the managing agent of the Residential Section, if any; (b) if to a Residential Unit Owner, in person or sent to the address of such Residential Unit Owner at the Building, or to such other address as may have been designated by such Residential Unit Owner from time to time in writing to the Residential Board; (c) if to Permitted Mortgagees, either delivered in person or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to their respective addresses, as may have been designated by such Permitted Mortgagees from time to time in writing to the Residential Board; and (d) if to any other Person, in the manner provided in Article 5 of the Condominium By-Laws. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Declaration, Condominium By-Laws and Residential By-Laws (including the Residential Rules and Regulations), all notices which are "sent" shall be sent either: (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper; or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever any notice is required to be given by law, the Declaration or these Residential By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE RESIDENTIAL SECTION

6.1 Determination of Residential Common Expenses and Fixing of Residential Common Charges

6.1.1 (a) As described in the Condominium By-Laws, the Condominium Board shall from time to time, but at least annually, prepare a budget setting forth the projection of General Common Expenses and will allocate to the Residential Section, in the manner described in the Condominium By-Laws, the General Common Charges necessary to meet the Residential Section's allocated share of General Common Expenses. The Residential Board may

allocate and assess to each Residential Unit Owner, in such proportion as the Common Interest of each such Unit Owner's Residential Unit bears to the total aggregate Common Interests of all Residential Units, a portion of the General Common Charges allocated to the Residential Section or may consider the proportion of services or facilities received by Residential Unit Owner and Commercial Unit Owner in an allocation of cost of Budget items allocated in the common charges to be assessed against and paid by each Residential Unit Owner as part of the Residential Common Charges payable by such Residential Unit Owner, as provided in subsection 6.1.2. In addition, the Residential Board will prepare or cause to be prepared a budget setting forth its projections for the Residential Sections.

(b) Under the Condominium By-Laws, and to the extent permitted by law, the Residential Common Charges collected by the Residential Board shall, in all instances, first be payable to the Condominium Board in payment of the Residential Section's allocated share of General Common Charges, failing the occurrence of which, the Condominium Board shall have the right, without limitation, to avail itself of the remedy of specific performance with respect to the Residential Board's obligations hereunder.

6.1.2 (a) Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the Residential Limited Common Elements and the business and affairs of the Residential Section (the "Residential Common Expenses") shall be determined by the Residential Board and shall be borne solely by the Residential Unit Owners. Residential Common Expenses shall include, without limitation: (i) the General Common Charges necessary to meet the Residential Sections allocated share of General Common Expenses; (ii) such amounts as the Residential Board may deem proper for the establishment of and/or changes to reserves, including, without limitation, a general operating reserve or a reserve for working capital or for replacements with respect to the Residential Limited Common Elements; (iii) such amounts, determined by the Residential Board, as may be required for the purchase, lease or sublease by the Residential Board or its designee, on behalf of all Residential Unit Owners, of any Residential Unit whose owner has elected to sell, lease, transfer or convey such Residential Unit or which is to be sold at a foreclosure or other similar sale; and (iv) all such other items as are provided for in the Declaration, the Condominium By-Laws or these Residential By-Laws to be Residential Common Expenses. The Residential Board shall from time to time, but at least annually, prepare a budget setting forth the projection of Residential Common Expenses and shall allocate and assess to the Residential Unit Owners pro rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws), charges to meet the Residential Common Expenses (which shall include each Residential Unit Owner's share of General Common Charges (such charges together with all such other amounts denominated or payable as Residential Common Charges in or under the Declaration, the Condominium By-Laws or these Residential By-Laws being, collectively, the "Residential Common Charges")). In addition to basing certain elements of Residential Common Charges on Common Interests, the Residential Board may also assess the same in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable, as determined by the Residential Board. The Residential Board shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each annual budget on which such Residential Common Charges are

based to all Residential Unit Owners and, upon written request therefor, to Permitted Mortgagees thereof.

(b) Notwithstanding anything to the contrary contained in this subsection 6.1.2, the costs of repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the Residential Limited Common Elements described in subsection 6.6.2(d) shall be paid for in the manner described therein.

6.1.3 The Residential Board may, at its sole discretion, from time to time increase or decrease the amount of Residential Common Charges, and may modify its prior determination of the Residential Common Expenses for any fiscal year so as to increase or decrease the amount of Residential Common Charges payable for such fiscal year or portion thereof; however, no such revised determination shall have a retroactive effect on the amount of Residential Common Charges payable by Residential Unit Owners for any period prior to the date of such new determination. However, a prior period's deficit may be included in Residential Common Charges for a subsequent period or levied from a special assessment levied against all Residential Unit Owners in accordance with subsection 6.1.5.

6.1.4 The failure or delay of the Residential Board to prepare or adopt a budget or to otherwise determine the Residential Common Expenses, otherwise, for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Residential Unit Owner from the obligation to pay Residential Common Charges. In the event of such failure by the Residential Board, the Residential Common Charges that were computed on the basis of the Residential Common Expenses last determined for any fiscal year or portion thereof, together with the Residential Section's then current allocated share of General Common Charges (determined in accordance with the terms of the Condominium By-Laws), shall continue thereafter to be the Residential Common Charges payable by the Residential Unit Owners until a new determination of the Residential Common Charges is made.

6.1.5 In addition to the foregoing duty to determine the amount of and to assess Residential Common Charges, the Residential Board shall have the right to levy special assessments to meet the Residential Common Expenses (or a prior period's deficit, in accordance with subsection 6.1.3), including, without limitation, the Residential Section's allocated share of General Common Charges or any special assessment levied by the Condominium Board. The Residential Board shall have all rights and remedies for the collection of special assessments as are provided herein for the collection of Residential Common Charges (including, without limitation, perfecting a lien against the defaulting Residential Unit).

6.1.6 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any Residential Limited Common Element shall be collected by the Residential Board, as agent for and on behalf of the Residential Unit Owners, and shall constitute income of the Residential Unit Owners, to be applied against Residential Common Expenses next arising. Notwithstanding any provision contained in these Residential By-Laws to the contrary, in no event shall any rent, profit or revenue derived from the rental, licensing or use of any space in the Residential Section be deemed to be derived from the rental, licensing or use of any floor slabs, ceilings or walls delineating or enclosing such

space or the incidental use of any portion of any Residential Limited Common Elements appurtenant to such space. In addition, none of the Residential Unit Owners, nor the Residential Board will have any interest in the rents, profits or revenues from the rental or use of any space in the Commercial Units.

6.2 Payment of Residential Common Charges.

6.2.1 All Residential Unit Owners shall be obligated to pay to the Residential Board the Residential Common Charges assessed by the Residential Board pursuant to the provision of Section 6.1, at such time or times as the Residential Board determines. Unless otherwise determined by the Residential Board, Residential Common Charges shall be payable monthly, in advance, on the first day of each month.

6.2.2 No Residential Unit Owner shall be liable for the payment of any part of the Residential Common Charges assessed against such Residential Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by it (made in accordance with these Residential By-Laws) of such Unit, together with its appurtenant Common Interest except as expressly provided herein. Any Residential Unit Owner may, subject to the terms and conditions of these Residential By-Laws, convey its Unit, together with its appurtenant Common Interest, without consideration, to the Residential Board or its designee, on behalf of all Residential Unit Owners, and in such event (except as hereinafter set forth) be exempt from Residential Common Charges thereafter accruing, provided that such Residential Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Residential Common Charges (provided that no amounts are owing under any such lien). However, in no event may a Residential Unit Owner exempt itself from liability for Residential Common Charges by waiving use of any of the Common Elements or by abandonment of its Residential Unit. A purchaser of a Residential Unit shall be liable for the payment of Residential Common Charges accrued and unpaid against such Unit prior to its acquisition thereof, except that, to the extent permitted by law, a Permitted Mortgagee acquiring title to a Residential Unit at a foreclosure sale shall not be liable for, and such Residential Unit shall not be subject to, a lien for the payment of Residential Common Charges assessed against such Residential Unit subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title of such Residential Unit by such mortgagee; the foregoing is subject to the provisions of the last sentence of subsection 6.3.2 hereof. However, in the event of a foreclosure of a Residential Unit by a Permitted Mortgagee (whether by sale, deed in lieu of foreclosure or otherwise) or by the Residential Board of its lien on any Residential Unit for unpaid Residential Common Charges, if the net proceeds of the foreclosure sale actually received (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred by such Permitted Mortgagee in connection therewith) are insufficient to satisfy the defaulting Residential Unit Owner's obligations, such Residential Unit Owner shall remain liable for the deficit of all unpaid Residential Common Charges, as provided in these Residential By-Laws.

6.2.3 (a) Prior to any permissible sale, transfer or other conveyance of a Residential Unit, any seller or purchaser of a Residential Unit shall be entitled, upon request for same, to a statement from the Residential Board, dated as of the date of the closing of title in connection with any such sale, transfer or other conveyance, setting forth the amount of unpaid Residential Common Charges accrued against the Unit.

(b) The Residential Board shall promptly provide any Residential Unit Owner who so requests with a written statement of all unpaid Residential Common Charges due to it from such Residential Unit Owner.

6.2.4 Notwithstanding the provisions of subsection 6.2.1, any Residential Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall deposit with the Residential Board an amount equal to two (2) times the then current annual Residential Common Charges for such Unit, subject to increase from time to time as such Common Charges increase, together with the full amount of any special assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Residential Unit Owner of the terms, provisions and conditions of these Residential By-Laws. In the event that such Residential Unit Owner defaults in respect of the terms, provisions and conditions of these Residential By-Laws, the Residential Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Residential Common Charges or any other sum as to which such Residential Unit Owner is in default. If the Residential Board applies or retains any part of such security, the Residential Unit Owner in questions, within ten (10) days after notice from the Residential Board, shall deposit with the Residential Board the amount so applied or retained so that such Board has the full amount of such security on hand at all times.

6.3 Default in Payment of Residential Common Charges; Lien for Unpaid Residential Common Charges; Other Remedies.

6.3.1 The Residential Board shall take prompt action to collect any Residential Common Charges which remain unpaid for more than thirty (30) days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6. Subject to the applicable terms of the Condominium By-Laws, in the event the Residential Board, after notice from the Condominium Board, fails to take such action against a Residential Unit Owner, then the Condominium Board may do so, in its own name or, if necessary, in the name of the Residential Board.

6.3.2 Except to the extent prohibited by law, the Residential Board, on behalf of all Residential Unit Owners, shall have a lien for Residential Common Charges unpaid by any Residential Unit Owner, together with interest thereon, on all Residential Units owned by such Residential Unit Owner. Such lien for Residential Common Charges shall be subordinate only to liens for real estate taxes and, to the extent required by applicable law, to prior recorded Permitted Mortgages on such Residential Units, which are first mortgages of record. In the event of a change in applicable law which does not mandate that the lien for Residential Common Charges be subordinate to the lien for prior recorded Permitted Mortgages which are first mortgages of record, then, to the extent then permitted by applicable law, provided the Residential Board determines (in its sole discretion) that such a change in law is and a corresponding change to these Residential By-Laws will be generally acceptable to mortgage lenders, the lien for Residential Common Charges shall not be subordinate to the lien of any such Permitted Mortgages thereafter made or to the lien of any such Permitted Mortgages theretofore made to the extent that, after the implementation of such amendment to applicable law, such

Permitted Mortgages have been modified, amended or extended so that additional monies are secured thereby.

6.3.3 In the event any Residential Unit Owner fails to make payment of Residential Common Charges when due, such Unit Owner shall be obligated to pay: (a) a "late charge" of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); and (b) interest at the rate of 1.25% per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Residential Board or by any managing agent in any proceeding brought to collect such unpaid Residential Common Charges or in an action to foreclose the lien on such Unit arising from such unpaid Residential Common Charges, whether as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof, or in any other manner permitted by law. In addition, if the Residential Board shall bring an action to foreclose such lien because of unpaid Residential Common Charges, the defaulting Residential Unit Owner shall be required to pay a reasonable fee for the use and occupancy of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. All such "late charges," interest, expenses and fees shall be added to and shall constitute Residential Common Charges payable by such Residential Unit Owner; and the lien for unpaid Residential Common Charges shall also secure the payment of such additional sums. A suit to recover a money judgment for unpaid Residential Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

6.3.4 In any action brought by the Residential Board to foreclose a lien on a Residential Unit because of unpaid Residential Common Charges, the Residential Board, acting on behalf of all Residential Unit Owners, shall have the power (but shall not be obligated) to purchase any such Residential Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the interests appurtenant thereto). In the event the net proceeds received on a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Residential Unit Owner's obligations, such Residential Unit Owner shall remain liable for the deficit, as provided in these Residential By-Laws.

6.3.5 (a) For the purposes of this subsection 6.3.5, "non-occupying owner" shall mean a Residential Unit Owner who or which does not occupy its Residential Unit.

(b) If a non-occupying owner rents any Residential Unit to a rental tenant and then fails to make payments due for Residential Common Charges or any other amounts payable by such Residential Unit Owner to the Residential Board, including, without limitation, assessments and/or late fees (all of the foregoing, collectively, "Payments") for such Residential Unit within sixty (60) days of the expiration of any grace period after the same are due, upon notice in accordance with subdivision (c) of this subsection, all rental payments from the tenant shall be directly payable to the Residential Board.

(c) If the Payments for any Residential Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Residential Board shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all Payments are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Residential Board at the address listed on the notice. Where a majority of the Residential Board has been elected by and from among the Residential Unit Owners who are in occupancy, the Residential Board may elect not to require that rental payments be made payable to the Residential Board. At such time as Payments from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Residential Board's claim to rental payments pursuant to this subsection shall be entitled to present facts supporting such Residential Unit Owner's position at the next scheduled meeting of the Residential Board, which must be held within thirty (30) days of the date that such Board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this subsection shall limit any rights of any Residential Unit Owner or the Residential Board existing under any other law or agreement.

(e) Payment by a rental tenant to the Residential Board made in connection with this subsection shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

6.4 Insurance.

6.4.1 The Condominium By-Laws describe those types of insurance which the Condominium Board, the Residential Board, the Commercial Unit Owners and the Residential Unit Owners are required to obtain and maintain. Neither the Condominium Board nor the Residential Board is required to obtain or maintain any insurance with respect to any personal property (including improvements, betterments, equipment, furniture, furnishings and the like) contained in or constituting part of a Residential Unit or any liability with respect to occurrences within or about a Residential Unit or the Residential Limited Common Elements, if any, appurtenant thereto. Consequently, as specified in Section 12.3 of the Condominium By-Laws, all Residential Unit Owners are required to obtain and maintain liability insurance as specified therein. Subject to the requirements hereinafter and in subsection 6.4.2 set forth, Residential Unit Owners shall not be prohibited from carrying other insurance for their own benefit, and the Residential Board shall not be prohibited from requesting or seeking to cause the Condominium Board to carry other insurance, or from carrying insurance itself, for the benefit of the Residential Section or Residential Unit Owners. To the extent any party is insured, or is required hereunder to be insured, for loss or damage to property, each party will look to its own insurance policies for recovery.

6.4.2 All policies obtained by any Residential Unit Owner, or by the Residential Board on behalf of the Residential Section or the Residential Unit Owners, shall provide that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be

affected or diminished by reason of any additional insurance carried by the Residential Board or any other Unit Owner and shall contain a waiver of the insurer's right of subrogation against the Condominium Board, the Residential Board and any Unit Owner.

6.4.3 If the use of any Residential Unit causes an increase in the premium for the insurance which the Condominium Board or the Residential Board is required to obtain and maintain as set forth herein or otherwise, then the owner of such Residential Unit shall be obligated to pay to the Residential Board (which, to the extent appropriate, shall in turn pay any necessary sums to the Condominium Board), as additional Residential Common Charges, a sum equal to the amount of such increase attributable to such use.

6.4.4 All insurance policies carried by or on behalf of the Residential Board shall provide that adjustment of loss shall be made exclusively by the Residential Board if the loss involves only the Residential Section; in all other instances, the provisions of the Condominium By-Laws shall control as to adjustment of loss. The Condominium By-Laws shall also control as to those instances in which proceeds shall be payable to an Insurance Trustee.

6.5 Repair or Reconstruction after Fire or Other Casualty.

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

(b) If only the Residential Section is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Residential Common Expense or profit, respectively, and shared by all Residential Unit Owners in proportion to their respective Common Interests. Any surplus allocable to any Residential Unit pursuant to this subsection 6.5.1 shall first be lessened by such amounts as may be required to discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens, and the remaining surplus, if any, shall then be paid to the owner of such Unit. If any portion of the Property other than solely the Residential Section is damaged or destroyed by fire or other casualty, or if any portion of the Residential Section is damaged or destroyed together with any other portion of the Property, the provisions of the Condominium By-Laws shall control as to any deficit or surplus in insurance proceeds.

6.6 Maintenance and Repairs.

6.6.1 Except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, and all maintenance, repairs and replacements of all plumbing, heating and lighting fixtures, heating and air-conditioning units and appliances: (i) in or to any Residential Unit (excluding General Common Elements, Hotel Limited Common Elements, Commercial Limited Common Elements and Residential Limited Common Elements therein, except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws) and the interior side of entrance doors thereto, shall be made by the owner of such Residential Unit at its sole cost and expense; provided that, except in the case of work to be done in Unsold Units, the Residential Unit Owner of a Residential Unit utilizes only such contractors, workers or suppliers as are on the then approved list of the then managing agent of the Residential Section, which list may change from time to time in the sole discretion of such managing agent or the Residential Board and, to the extent applicable, complies with the provisions of Section 6.7 hereof; and (ii) in or to the Residential Limited Common Elements shall be made by the Residential Board and the cost and expense thereof shall be shared by all Residential Unit Owners as a Residential Common Expense, in proportion to their respective Common Interests.

6.6.2 Notwithstanding the provisions of subsection 6.6.1:

(a) In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof (including, without limitation, any Unit) is necessitated by or attributable to the negligence, misuse, neglect or abuse of: (i) any one or more Residential Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, the entire cost thereof shall be borne entirely by such Residential Unit Owner(s); or (ii) the Residential Board or its tenants, agents, invitees, licensees or guests, the entire cost thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, except to the extent in any case that such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(b) The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be altered, colored or painted. The washing and cleaning of interior glass surfaces of windows in the Residential Units shall be the responsibility of the respective Residential Unit Owners. All window interiors shall be cleaned a minimum of two (2) times per calendar year. The Condominium Board may from time to time enforce the responsibility of Residential Unit Owners to wash and clean the interior surfaces of windows located in their respective Units.

(c) Similarly, the Condominium Board shall cause the repair or replacement of any glass windows in any Residential Unit to be made, because of breakage or otherwise, and the cost and expense thereof to the extent allocable to the Residential Section shall be charged to the Residential Unit Owners as a Residential Common Expense (unless such breakage is caused by or attributable to the negligence, misuse, neglect or abuse of one or more Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, in which event such replacement of glass windows shall be made at the expense of such Unit Owner(s)).

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

(e) No Residential Unit Owner may install, inscribe or expose any signage on or at any window or any other part of the Common Elements.

6.6.3 Each Residential Unit and the Residential Limited Common Elements shall be kept in the condition and otherwise in such manner that appropriate standards of quality, service and appearance are maintained by the Residential Unit Owner or the Residential Board, whichever is responsible for the maintenance thereof under the Declaration, these Residential By-Laws or the Condominium By-Laws; and such Residential Unit Owner or the Residential Board shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Residential Section and those areas which are exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by: (a) the Residential Board, with respect to such parts of the Building it is required to maintain under the Declaration, these Residential By-Laws or the Condominium By-Laws; and; (b) each Residential Unit Owner, with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to its Residential Unit, as well as those other areas of such Unit and its appurtenant Residential Limited Common Elements which are exposed to public view. To promote a consistent appearance of the Building from outside, each Residential Unit Owner will be required to install and maintain window treatments having a neutral colored backing on the sides facing the windows in its Residential Unit, which window treatments and backing must conform to any specifications (including a new color) established from time to time by the Residential Board.

6.6.4 In the event that any Residential Unit Owner, within a reasonable time after receipt of written notice from the Residential Board, fails or neglects in any way to perform any of its obligations with respect to maintenance, repair or replacement in or to its Residential Unit as provided in this Article 6 or of any Common Element for which such Residential Unit Owner is responsible under the Declaration, the Condominium By-Laws or these Residential By-Laws, the Residential Board may perform or cause to be performed such maintenance, repair or replacement, unless such Residential Unit Owner, within ten (10) days after receiving notice of such default by the Residential Board (except in the event of an "emergency," i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary services in the Building, in which case no notice is required), cures such default, or in the case of a default not reasonably susceptible to cure within such period, promptly commences (within such ten (10)-day period) and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses

incurred in connection with the making of any such maintenance, repair or replacement in or to such Residential Unit Owner's Unit or to any such Common Element for which such Residential Unit Owner is responsible as aforesaid, together with interest thereon at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Residential Unit Owner to the Residential Board and shall, for all purposes hereunder, constitute part of the Residential Common Charges payable by such Residential Unit Owner.

6.7 Alterations of Residential Units.

6.7.1 Except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws:

(a) (i) No Residential Unit Owner (other than Sponsor or its designee as the owner of Unsold Units) shall make any alterations, additions, installations, improvements, replacements or repairs (all of the foregoing being collectively, "Alterations") in or to its Residential Unit which affects the structure or Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof), without obtaining the prior written consent of the Residential Board thereto. Prior to, and as a condition of, the granting of its consent to the making of any such alteration, addition, improvement or repair in or to a Residential Unit, the Residential Board, at its option, may require the Residential Unit Owner to execute an agreement, in form and substance satisfactory to the Residential Board, setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made.

(ii) Notwithstanding anything otherwise herein contained to the contrary (whether in clause (i) above or otherwise), no Residential Unit Owner shall make, and the Residential Board shall not have the authority to consent to, any alteration, addition, improvement or repair to a Residential Unit which affects the structural elements or the systems (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems) of: (A) the Building without the Residential Board's obtaining the prior written consent thereto of the Condominium Board to the extent required under the terms of the Condominium By-Laws; and/or (B) any Commercial Unit without the Residential Board's obtaining (on behalf of such Residential Unit Owner) the prior written consent thereto of the owner of such Commercial Unit(s) to the extent required under the terms of the Condominium By-Laws. In each of the foregoing cases, the Residential Unit Owner seeking to perform such work requiring such consent(s) shall be liable for all costs and expenses incurred by the Residential Board in obtaining such consent(s).

(b) All repairs which would affect the structure or the systems of the Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof) and all alterations, additions and improvements (all of the foregoing being, collectively, "Alterations") to any Residential Unit shall be made in accordance with plans and specifications, which plans and specifications shall be: (1) subject to review and approval by the Residential Board, in the case of Alterations to which the consent of the Residential Board is otherwise required under subsection 6.7.1(a); (2) subject to review and approval by the Condominium Board, in the case of Alterations to which the consent of the

Condominium Board is otherwise required under Article 8 of the Condominium By-Laws; and/or (3) subject to the approval of the appropriate Commercial Unit Owner(s) in the case of Alterations to which the consent of such Commercial Unit Owner(s) is otherwise required under Article 8 of the Condominium By-Laws. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration, the Residential Board, the Condominium Board or the Commercial Unit Owner, as the case may be, may require the Residential Unit Owner to execute an agreement, in form and substance satisfactory to the consenting party, setting forth the terms and conditions under which such Alteration may be made.

6.7.2 All Alterations (whether to a Unit or to any Common Element) by a Residential Unit Owner shall be performed:

(a) at the Residential Unit Owner's sole cost and expense (including, without limitation, the reasonable costs of the Residential Board, the Condominium Board and/or the Commercial Unit Owner(s), as the case may be, incurred in reviewing and approving such Residential Unit Owner's submission for approval (if such approval is required) and in monitoring such Residential Unit Owner's compliance with the provisions of this Section 6.7);

(b) only after obtaining such insurance, naming the Condominium Board and the Residential Board, and the managing agent(s) thereof, and any affected Commercial Unit Owner(s) as additional insureds, as such Boards or such managing agent(s) or such Commercial Unit Owner(s) may reasonably require;

(c) in compliance with the Declaration, these Residential By-Laws, the Condominium By-Laws, the General Rules and Regulations (if any), the Residential Rules and Regulations, and all Legal Requirements (including, without limitation, those regarding licensing of contractors, obtaining of all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations and obtaining of any amendment to the Certificate of Occupancy for such Residential Unit, if necessary);

(d) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium, Residential Section or Commercial Units Owners' employees or other contractors or subcontractors employed in the Units or the Building; and

(e) (i) only during such days and hours as may be specified by the Residential Board in its reasonable judgment; and (ii) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the then approved list of the then managing agent of the Residential Section, as such list may change from time to time, in the sole discretion of the Residential Board or its managing agent.

The Residential Unit Owner performing, permitting, suffering or causing such Alterations to be performed shall, if required either by the Condominium Board and/or the Residential Board, pay the cost of: (A) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations; (B) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (copies of which shall be delivered to the Residential Board

(which shall, as appropriate, also cause copies to be delivered to the Condominium Board) promptly after the issuance thereof and prior to the commencement of any Alterations), and obtaining any amendment to the Certificate of Occupancy for such Residential Unit, if necessary; and (C) any reasonable architectural, engineering and legal fees incurred by the Condominium Board or the Residential Board, as appropriate, in connection with such work. Neither the Condominium Board, the Residential Board nor any Unit Owner (other than the Residential Unit Owner making, permitting, suffering or causing any Alterations to be made in or to its Unit) shall incur any liability, cost or expense either: (1) in connection with the preparation, execution or submission of the applications referred to above; (2) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made, or permitted or caused to be made, by any Residential Unit Owner; (3) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (4) arising out of a Residential Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, the Condominium By-Laws, these Residential By-Laws, the General Rules and Regulations (if any), the Residential Rules and Regulations, and the provisions of any Legal Requirements insofar as the same relates to Alterations. A Residential Unit Owner making, or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Condominium Board, the Residential Board, the managing agents thereof and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage, injury or liability, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

6.7.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or to any Residential Unit shall, if and to the extent required by law or such department or authority, be executed by the Condominium Board, the Residential Board and/or any affected Commercial Unit Owner(s), in the case of an Alteration which such party has approved (or for which its approval is not required), provided that the Condominium Board, the Residential Board and Commercial Unit Owner(s) shall not incur any liability, cost or expense in connection with or by reason of executing such application.

6.7.4 Notwithstanding anything to the contrary contained in this Section 6.7 (but subject to all Legal Requirements), Declarant and Sponsor (or their respective designee) shall each have the right pursuant (and subject) to the terms of the Declaration, without the approval of the Residential Board, the Condominium Board or any Commercial Unit Owner: (i) to make any alterations, additions, improvements and repairs in or to any Unsold Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, those required under any applicable development (or other) agreement affecting the Property, the Offering Plan, any Purchase Agreement or otherwise); and (ii) to subdivide, combine and change the boundary walls of Unsold Units. Additionally, an initial purchaser of any Unsold Unit shall have the right, without approval of the Residential Board, to make any Alterations in or to its Residential Unit, provided that Sponsor or Declarant (or their respective designee), as the case may be, shall have consented to the same in writing at or prior to the closing of title to such Residential Unit (which consent may be withheld or conditioned in

Sponsor's or Declarant's, or their respective designees, as the case may be, sole discretion) and that such purchaser complies with all of the other requirements of this Section 6.7.

6.7.5 In addition to the requirements set forth above in this Section 6.7, until a permanent Certificate of Occupancy is obtained for the Building, no Residential Unit Owner shall make any Alterations in or to its Residential Unit without first notifying Declarant and Sponsor of the same in writing and complying with the requirements of Declarant and Sponsor with respect to the same. Such requirements may include, but need not be limited to, the following:

(a) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Residential Section and/or the Building, or any amendment to, or extension of, the same if theretofore issued;

(b) such Residential Unit Owner post a bond or other similar security that is reasonably acceptable to Sponsor in an amount sufficient (in Sponsor's or Declarant's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(c) such work not be commenced until such Residential Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(d) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) Declarant and Sponsor and their representatives be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(f) promptly after the completion of such work, all necessary inspections and approvals of the same be obtained, all necessary notices and/or certifications be filed with the appropriate governmental authorities and Declarant and Sponsor each be given a copy of all such inspections, approvals, notices and certifications;

(g) such Residential Unit Owner indemnify and hold Declarant and Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim or liability incurred or suffered by any of them due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to timely make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by applicable Legal Requirements and, if required under any contract with any union whose

members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Declarant, Sponsor, any other Unit Owner, the Condominium Board or the Residential Board), such work shall be performed solely by union members.

If any Residential Unit Owner commences any such Alterations in violation of the foregoing terms and conditions of this subsection 6.7.5, or fails to comply with the requirements of Declarant and/or Sponsor in connection with the same, Declarant and/or Sponsor shall be entitled to cause such work by such Residential Unit Owner to be halted, including, without limitation, causing the managing agent to deny access to the Building to such Residential Unit Owner's workers and suppliers, until such Residential Unit Owner so complies. During the period until such Residential Unit Owner is permitted hereunder to resume its work, Declarant and/or Sponsor shall have the right to cause to be performed (whether by Declarant, Sponsor or otherwise) any and all work in and to such Residential Unit Owner's Unit as shall be necessary, in such party's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Residential Unit Owner. The cost and expense of any such work so performed shall be borne by such Residential Unit Owner and shall be paid to Declarant and/or Sponsor, as designated by such parties, within fifteen (15) days following written demand therefor.

6.7.6 In the event that a dispute arises between any Residential Unit Owner and the Condominium Board, the Residential Board or any Commercial Unit Owner, as the case may be, regarding any Alteration subject to the approval of either such Residential Board, Condominium Board or such Commercial Unit Owner (including, without limitation, the determination of whether any work constitutes an Alteration subject to the approval of either such Board or any Commercial Unit Owner), or if a dispute arises between a Residential Unit Owner and Declarant and/or Sponsor in respect of subsection 6.7.5, such dispute shall be submitted to Arbitration, provided that the parties shall cause such Arbitration to proceed in an expedited manner.

6.7.7 Certain Units will be constructed as "adaptable dwelling units" and "accessible dwelling units" in accordance with disability and accessibility laws, including, without limitation, the Americans with Disabilities Act and applicable New York law. The owners of such Units shall not make any alterations to such Units or take any other actions that would prevent such Units from being "adaptable dwelling units" or "accessible dwelling units," as the case may be. In addition, in the event that any change in the current disability or accessibility laws requires that modifications be made to any Units, (i) prior to the initial meeting of the Unit Owners the Sponsor reserves the right to alter Units (including Units that are under contract and Units that have been sold to third party purchasers and are no longer owned by the Sponsor) to comply with applicable legal requirements, including, without limitation, modifying existing adaptable or accessible Units or making non-adaptable or non-accessible Units adaptable or accessible and (ii) the Association reserves the right to alter Units to comply with applicable legal requirements, including, without limitation, modifying existing adaptable or accessible Units or making non-adaptable or non-accessible Units adaptable or accessible, and all costs incurred by the Association in performing such alterations shall be a common expense.

6.8 Alterations to Residential Limited Common Elements. Except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws, all alterations, additions or improvements in or to any Residential Limited Common Elements shall be made by the Residential Board or by the Residential Unit Owner(s) required to maintain and repair such Common Element and the cost thereof shall be charged either to all Residential Unit Owners as a Residential Common Expense, or to the Residential Unit Owner(s) responsible therefor, as the case may be. Whenever the cost of any such alterations, additions or improvements chargeable to the Residential Board is capital in nature and would, in the judgment of the Board, exceed $100,000 in any calendar year or $250,000 in the aggregate, then such proposed alteration, addition or improvement shall not be made unless first approved by a Majority of Residential Unit Owners required to bear the cost and expense thereof in accordance with the foregoing and by a majority of the Residential Mortgagee Representatives; provided that if the aforesaid is in the nature of a non-capital repair or is necessary to comply with Legal Requirements or a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property, such consent shall not be required. In any such event, the Residential Board may, in its direction, assess each Residential Unit Owner liable therefor for its pro-rata share of the cost of such alterations, additions and improvements, according to its respective Common Interest, as part of the Residential Common Charges. Any additions, alterations, or improvements costing the amounts set forth above or less, in the aggregate, in any calendar year may be made by the Residential Board without the approval of the Residential Unit Owners or the Residential Mortgage Representatives. The amounts set forth in this Section 6.8 shall be adjusted to reflect any increase in the CPI Increase Factor.

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

6.10 Use of Residential Limited Common Elements.

6.10.1 Except as otherwise provided herein, in the Condominium By-Laws or in the Declaration, Residential Limited Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.10.2 In no event shall any Residential Unit Owner impair, restrict or impede the use of the Common Elements by any other Unit Owner(s) (including, without limitation, the Commercial Unit Owners or anyone claiming by, through or under any other Unit Owner(s), including, but not limited to, the tenants and occupants of the Commercial Units and their respective licensees or invitees.

6.10.3 Notwithstanding the foregoing subsections of this Section:

(a) the owner or owners of any one or more Residential Units, which Residential Unit or Units are the only Residential Unit or Units serviced or benefited by any Residential Limited Common Element adjacent or appurtenant thereto (for example, that portion at the end of any hallway which is directly adjacent to any such Residential Units located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, to the extent permitted by applicable law and subject to the consent of the Residential Board (which consent may be granted or withheld in the Residential Board's sole discretion and shall not be required if such Residential Unit Owner or Owners shall be Declarant or Sponsor or such Units shall be Unsold Units), have the exclusive right to use that portion of the Residential Limited Common Elements as if it were a part of such Residential Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made by reason thereof; provided, however that, notwithstanding the provisions of Section 6.1 hereof, such Residential Unit Owner or Owners, at their sole cost and expense: (a) shall be responsible for the operation, maintenance and repair of that portion of the Residential Limited Common Elements for so long as such Residential Unit Owner or Owners exercise such exclusive right of use; and (b) shall restore that portion of the Residential Limited Common Elements to its original condition, reasonable wear and tear excepted, after such Residential Unit Owner or Owners cease to exercise such exclusive right of use; and

(b) Sponsor or any owner of Unsold Units shall have the right, until the tenth anniversary of the First Residential Closing, to use portions of the Residential Section, without charge, for exhibitions or other promotional functions with respect to a sales program in respect of such Unsold Units or otherwise.

6.11 General Provisions as to Use.

6.11.1 No nuisance shall be allowed in the Residential Section nor shall any use or practices be allowed in the Residential Section which interfere with the peaceful possession or proper use thereof by its occupants. No unlawful use shall be made of the Residential Section or any portion thereof. All Legal Requirements relating to any portion of the Residential Section shall be complied with at the sole expense of whichever of the Unit Owners or the Residential

Board or the Condominium Board shall have the obligation to maintain or repair such portion. In no event may all or any portion of the Residential Section be used for any pornographic purpose or as an adult book, video or paraphernalia store, peep show or adult entertainment facility.

6.11.2 The Residential Board may, in its discretion, grant permission for the use of a Residential Unit for a use other than its original intended use, provided such use is permitted by law, does not violate the then existing Certificate of Occupancy for such Unit, the Declaration, these Residential By-Laws or the Condominium By-Laws, and the Residential Unit Owner thereof complies with all applicable Legal Requirements.

6.11.3 Declarant, without the permission of the Residential Board, may: (a) use or 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 Residential Unit complies with all applicable Legal Requirements; (b) use any one or more Unsold Residential Units as sales and/or leasing offices in connection with the sale or rental of the Residential Units or for any other purpose, subject only to compliance with applicable Legal Requirements; and (c) lease Unsold Units to any party(ies). The Residential Units may generally only be used for residential purposes and may not be leased by the Unit Owners thereof to tenants for a lease term of less than six (6) months, as provided in these Residential By-Laws.

6.12 Right of Access.

6.12.1 Each Residential Unit Owner grants a right of access to its Residential Unit to the Residential Board and the Condominium Board, the managing agents, superintendents and/or any other person authorized by any of the foregoing, for the purposes, among others, of: making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration, the Condominium By-Laws, the Residential Rules and Regulations or the General Rules and Regulations (if any) by such Residential Unit Owner or correcting any conditions originating in its Residential Unit and having a reasonable likelihood of causing damage to another Unit or all or any part of the Common Elements; performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical services or other portions of the Common Elements within its Residential Unit or elsewhere in the Building; reading, maintaining or replacing utility meters relating to the Common Elements, its Residential Unit or any other Unit in the Building; or correcting any condition which violates the provisions of any Permitted Mortgage covering another Unit; provided that (a) requests for entry to any Residential Unit are made not less than one (1) day in advance, and (b) any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units for their permitted purposes. In case of an "emergency", as defined in subsection 6.6.4, such right of entry shall be immediate, without advance notice, whether or not the Residential Unit Owner or tenant or occupant is present.

6.12.2 Each Residential Unit Owner grants a right of access to its Residential Unit and any Residential Limited Common Elements appurtenant thereto, and the Residential Board grants rights of access to the Residential Limited Common Elements to: (a) Declarant and

its contractors, subcontractors, agents and employees, for the purpose of complying with and fulfilling each such party's obligations as set forth in the Offering Plan and other documents relating to the construction, development and operation of the Property, provided that access thereto shall be exercised by such party, with respect to any Residential Unit or appurtenant Residential Limited Common Element, in such a manner as will not unreasonably interfere with the use of such Residential Unit and/or Residential Limited Common Element for its or their permitted purposes; and (b) the Commercial Unit Owners and their contractors, subcontractors, agents and employees, for the purpose of complying with and fulfilling each such party's obligations under any applicable development agreements and other documents relating to the construction, development and operation of the Property, provided that access thereto shall be exercised by each such party, with respect to any Residential Unit or appurtenant Residential Limited Common Element, in such a manner as will not unreasonably interfere with the use of such Residential Unit and/or Residential Limited Common Element for its or their permitted purposes.

6.13 Rules and Regulations. Annexed hereto as Exhibit A and made a part hereof are rules and regulations (the "Residential Rules and Regulations") concerning the use of the Residential Units and the Residential Limited Common Elements. The Residential Board may from time to time modify, amend or add to such Residential Rules and Regulations, except that: (x) a majority vote (by Common Interest) of Residential Unit Owners may overrule the Residential Board with respect to any such modifications, amendments or additions; and (b) no adoption, modification, amendment or addition affecting Declarant or Sponsor or the Unsold Units may be made unless agreed to, in writing, by Declarant and/or Sponsor, or by all the owners of such Unsold Units who are affected by such adoption, modification, amendment or addition, as the case may be. Copies of any newly adopted Residential Rules and Regulations, or any modifications, amendments or additions thereto shall be furnished by the Residential Board to each Residential Unit Owner not less than thirty (30) days prior to the effective date thereof.

6.14 Real Estate Taxes, Water Charges and Sewer Rents.

6.14.1 Domestic water and sewer services for, and water for the heating and cooling systems serving, the Building shall be supplied by The City of New York or other utility servicing the Property. Unless and until water charges and sewer rents are billed directly to Unit Owners by the proper authority, the Condominium Board shall promptly pay such charges, together with all related sewer rents arising therefrom, and allocate such costs as a Common Expense among the Commercial Unit Owners or the Residential Unit Owners as applicable, as reasonable determined by the Condominium Board, based on Common Interests, and the Unit Owners shall be required to reimburse the Condominium Board, as a Common Charge, for their share of such charges and rents.

6.14.2 Until the Units are separately assessed, each Unit Owner will pay to the Board a share of the Property's real estate taxes for the period in question calculated as follows: the total real estate taxes for the Condominium will be allocated among the categories of Units on the basis of each Unit's proportionate Common Interest. The Board will pay such real estate taxes timely to the Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on the Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a

result of such failure a lien is placed on the Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Unit Owners fail to pay their pro rata share of Real Estate Taxes as set forth above, the Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Common Charges. (See "Rights and Obligations of the Unit Owners and the Board of Managers" in Part I of the Plan for further discussion.) A Residential Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes assessed against any other Units. 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.

6.14.3 The Residential Board shall commence, pursue, compromise and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to any or all of the Residential Units on behalf of and as agent for the respective Residential Unit Owners thereof; but only with respect to such Residential Units as to which the respective Unit Owners thereof have, in writing requested and authorized the Residential Board to do so, and indemnified the Residential Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings. All Residential Unit Owners making such request to the Residential Board will share the costs in connection therewith in proportion to the benefits derived therefrom by such Residential Unit Owners. In the event any Residential Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Residential Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Residential Unit Owner in pursuing, such reduction, provided that such Residential Unit Owner indemnifies the Residential Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings.

6.15 Electricity and Gas. (a) Electricity service for the Building will be provided by Consolidated Edison Company of New York, Inc. ("Con Ed") or other utility company/ies or supplier(s) from time to time serving the Property and distributed to and for each utility service area. The Residential Section will be independently metered. Electricity for each Unit shall be billed through separate electric meters. Each Unit Owner shall be required to pay bills for electricity consumed or used in its Unit directly to the utility company. Consumption with respect to the Common Elements will be determined by a separate meter and allocated by the Condominium Board among the Commercial Units or the Residential Units as applicable, on the basis of percentage of Common Interest.

(b) Gas for the Building will be supplied by Con Edison or other utility company/ies or supplier(s) from time to time serving the Property. Con Edison will meter all gas usage for the Residential Section of the Building, and the cost will be based on gas rates at the time and will be part of the Common Charges billed to Unit Owners.

6.16 Disputes as to Utilities Charges. In the event that there is a dispute as to the accuracy of assessing the charges for a utility upon the basis of usage, and the disputing Unit Owners and/or the Board fail to agree on a manner to accurately allocate such costs, the matter shall be determined by Arbitration.

6.17 Remedies for Violations of By-Laws or Rules and Regulations.

6.17.1 The violation by any Residential Unit Owner of any of the Residential Rules and Regulations (or the General Rules and Regulations, if any) or the breach of any of these Residential By-Laws or the Condominium By-Laws, or the breach of any provision of the Declaration, shall give the Residential Board, in addition to any other rights set forth in these Residential By-Laws, the Condominium By-Laws or the Declaration, the right: (i) to enter any Residential Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Residential Unit Owner, any structure, thing or condition resulting in such violation or breach, provided that the Residential Unit Owner is given reasonable notice (which may be by telephone or telecopier) that such violation or breach exists and, as the case may be, that abatement, removal, repairs, replacements or alterations are necessary, and such entry and cure shall not constitute or give rise to any guilt or liable in any matter of trespass, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, provided that the Residential Unit Owner is given reasonable notice (which may be by telephone or telecopier) that such violation exists and that repairs, replacements or alterations are necessary, and/or (iii) to have its costs and expenses by reason of such breach or violation repaid to it, and/or (iv) if the party seeking to remedy a breach is the Residential Board, to levy such fines and penalties as such Board may deem appropriate, and such Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Residential Common Charges.

6.17.2 The violation or breach of any of the provisions of these Residential By-Laws, the Condominium By-Laws, the Residential Rules and Regulations, the General Rules and Regulations (if any) or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant and/or Sponsor shall give to such parties the right, in addition to any other rights set forth in these Residential By-Laws, the Condominium By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.18 Utility Costs Payable as Residential Common Charges. All amounts payable to the Residential Board by the Residential Unit Owners in respect of utilities pursuant to the Declaration and Condominium By-Laws and as set forth above, shall be considered and payable as Residential Common Charges and subject to, among other things, the Residential Board's lien for unpaid Residential Common Charges.

6.19 Storage Bins. To protect the security of the Building, any licensee of any Storage Bin must also at all times be the owner of a Unit, provided, however that the foregoing restrictions shall not apply to Sponsor or its designee. If at any time the licensee of a Storage Bin sells or leases its Unit, it shall simultaneously assign its license of the Storage Bin to another owner of a Unit, and if it fails to do so the Residential Board shall have the right to terminate the license of the Storage Bin and take possession of the same, without compensation to the licensee.

(a) Each Storage Bin shall be used only for storage purposes, in compliance with Law. No articles or materials which pose a threat to the health or safety of the Unit Owners of the Building, or that cause noxious odors, dirt or other sanitary problems or otherwise create a nuisance, shall be permitted to be brought into or stored in any storage bin.

Except for Sponsor, no Storage Bin may be licensed independently of the ownership of a Unit. Nor shall any Storage Bin be used as dwelling space or for the storage of combustible items.

(b) The Residential Board has the authority to promulgate additional rules regarding the use of and access to the Storage Bins and the procedures for assigning such Storage Bins. A Unit Owner may transfer or surrender the Storage License to the Residential Board which shall be authorized to reissue such Storage Bin License to another Unit Owner for such consideration as the Residential Board shall deem appropriate.

(c) Notwithstanding anything to the contrary contained in this Section 6.19, Sponsor may, without the consent of either the Residential Board or the Unit Owners, use any Unsold Storage Bin for any purpose, provided such use is permitted by Law.

(d) No Unit Owner shall be permitted to assign, convey or lease a Storage Bin to anyone other than a Unit Owner. Such licenses may be assigned by a Unit Owner at any time, provided the assignee (i) is a Unit Owner or person simultaneously purchasing a Unit; (ii) assumes the obligations under the License Agreement; (iii) notification of the assignment is promptly delivered to the Residential Board in compliance with its requirements; and (iv) all license fees, special assessments and other obligations due to the Residential Board have been paid in full.

(e) Holders of Storage Bin Licenses will be required to pay a license fee to the Residential Board in an amount equal to $1 per month per square foot of such Storage Bin, which amount shall, following the first closing of a Residential Unit ("first closing"), be subject to biannual increases based upon the CPI Increase Factor in effect on the date of the first closing.

ARTICLE 7

MORTGAGES

7.1 Notice to Residential Board. Each Residential Unit Owner shall have the right to mortgage its Unit, subject only to the terms and conditions set forth in this Article 7. A Residential Unit Owner which mortgages its Unit shall notify the Residential Board of the name and address of the mortgagee, file a conformed copy of the note and mortgage with the Residential Board and, prior to making such mortgage, satisfy all unpaid liens against its Unit other than Permitted Mortgages. A Residential Unit Owner who satisfies a mortgage covering its Unit shall so notify the Residential Board and shall file a conformed copy of the satisfaction of mortgage with the Board.

7.2 Notice to Mortgagees of Default and Unpaid Residential Common Charges. Whenever so requested in writing by a Permitted Mortgagee of a Residential Unit, the Residential Board shall promptly report to such Permitted Mortgagee any default in the payment of Residential Common Charges or any other default by the Residential Unit Owner of such Unit under any of the provisions of the Declaration, these Residential By-Laws or the Condominium By-Laws which, to the Residential Board's knowledge, may then exist. The Residential Board, when giving notice to a Residential Unit Owner of any such default, shall also send a copy of

such notice to any Permitted Mortgagee thereof, if so requested in writing by such Permitted Mortgagee; however, the Residential Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such default by its mortgagor, provided that the Residential Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure.

7.3 Performance by Permitted Mortgagees. The Residential Board shall accept payment of any sum of money or performance of any act by any Permitted Mortgagee of a Residential Unit Owner required to be paid or performed by such Residential Unit Owner pursuant to the provisions of the Declaration, these Residential By-Laws, the Condominium By-Laws, the Residential Rules and Regulations or the General Rules and Regulations (if any), with the same force and effect as though paid or performed by such Residential Unit Owner.

7.4 Examination of Books. Each Residential Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Residential Section upon reasonable prior notice, at reasonable times on business days, but not more frequently than once a month.

7.5 Representatives of Residential Mortgagees.

7.5.1 The holders of Permitted Mortgages constituting a majority of the outstanding principal amount of all Permitted Mortgages encumbering the Residential Units may, at their election, designate in writing to the Residential Board one or more (but not more than three) representatives ("Residential Mortgagee Representatives"), which Residential Mortgagee Representatives shall be empowered to act on behalf of all holders of Permitted Mortgages encumbering the Residential Units with respect to any matter requiring their consent or approval under the Declaration, these Residential By-Laws or the Condominium By-Laws. If any of the Residential Mortgagee Representatives are so designated and notice thereof is given to the Residential Board, the act of any such Representative (or a majority of such Representatives, if more than one is so designated) shall be deemed binding upon the holders of all Permitted Mortgages encumbering the Residential Units.

7.5.2 Any designation of a Residential Mortgagee Representative shall remain effective until a subsequent designation is made pursuant to the provisions hereof and notice of such subsequent designation is given to the Residential Board.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein, in the Condominium By-Laws or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Residential Board or any Residential Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF RESIDENTIAL UNITS

8.1 Sales and Leases of Residential Units. No Residential Unit Owner (other than Sponsor or its designee or the owner of Unsold Units) may sell or lease its Unit except in compliance with the provisions of this Article 8. Subject to the terms of Section 8.7 hereof, each

Residential Unit Owner may sell its Unit, or lease its Unit for periods of six (6) months (or for such other period of time as may be determined by the Residential Unit Owners pursuant to an amendment of this provision in accordance with Section 13.1).

8.2 No Severance of Ownership. No Residential Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Residential Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Interest of any Residential Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Residential Units. Nothing in this Section 8.3 shall prohibit the lease of any Residential Unit without the simultaneous lease of its appurtenant Common Interest.

8.3 Financing of Purchase, or Refinancing, of Residential Units by Residential Board. The purchase of any Residential Unit, together with its appurtenant Common Interest, by the Residential Board or its designee, on behalf of all Residential Unit Owners, may, at the option of the Residential Board, be made from the funds deposited in the capital and/or expense accounts of the Residential Board by or on behalf of Residential Unit Owners. The Residential Board may levy an assessment against each Residential Unit Owner, in proportion to its respective Common Interest, as an additional Residential Common Charge, and/or the Residential Board, in its discretion, may finance the acquisition of such Residential Unit and subsequently refinance such Residential Unit (on such terms and in such amount(s) as the Residential Board determines); provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Residential Section (except to the extent permitted by law) other than the Residential Unit to be purchased or refinanced, as the case may be, together with its appurtenant Common Interest.

8.4 Exceptions. In addition to any other exceptions herein before set forth, the provisions of Section 8.1 shall not apply to the sale, lease or conveyance of any Unit, together with its appurtenant Common Interest, or in the case of a Residential Unit Owner which is a corporation, partnership, limited liability company or other entity, the sale, lease or conveyance of an interest in such Residential Unit Owner, in each case: (a) to an affiliate or one or more family members (and for purposes of this Section 8.7, an "affiliate" is defined as a person or entity that owns 50% or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, or an entity with respect to which such Unit Owner or owner of an interest in a Unit Owner owns 50% or more of the legal and beneficial interest, and "family member" is defined as a spouse, adult child, parent or adult sibling, or a trust for the benefit of any one or more of the foregoing and/or one or more minor children of any of the foregoing.); (b) Sponsor or its designee or other Owner of Unsold Units with respect to Unsold Units; (c) the Residential Board; (d) any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (e) a Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or

by deed in lieu of such foreclosure delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner thereof shall be bound by, and its Unit shall be subject to, all of the provisions of this Article 8. In addition, the provisions of Section 8.1 shall not apply to any lease, sale or conveyance of a Residential Unit to a Permitted Mortgagee or a purchaser at a foreclosure sale of a Permitted Mortgage in connection with a foreclosure or sale in lieu of same.

8.5 Gifts and Devises, etc. Any Residential Unit Owner shall be free to convey or transfer his or her Residential Unit by gift, or may devise his or her Residential Unit by will, or have his or her Residential Unit pass by intestacy, without complying with the provisions of 8.1, provided, however, that each succeeding Residential Unit Owner shall be bound by, and his or her Residential Unit shall be subject to, the provisions of this Article 8.

8.6 Payment of Assessments. Residential Unit Owners shall not be permitted to sell, convey, mortgage, pledge, hypothecate or lease their Residential Units unless and until they shall have paid in full to the Residential Board all unpaid Residential Common Charges and other amounts required by the Residential Board to be paid and theretofore assessed against such Residential Units and until such Residential Unit Owners shall have satisfied all unpaid liens against their Units, other than Permitted Mortgages. Residential Unit Owners shall notify the Managing Agent at least five (5) business days prior to the closing of any of the aforementioned transactions for confirmation of any unpaid amounts. The provisions of this Section 8.9 shall not apply to Sponsor or its designee or other owner of Unsold Units.

8.7 Waiver of Right of Partition with Respect to Residential Units Acquired on Behalf of Residential Unit Owners as Tenants-in-Common. In the event that any Residential Unit shall be acquired by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

8.8 Mortgage of Residential Units. Subject to Article 7 and Section 8.9, each Residential Unit Owner shall have the right to mortgage its Unit without restriction.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Residential Limited Common Elements, then, subject to the provisions set forth below, the Residential Board will arrange for the prompt repair and restoration of the part of the Residential Limited Common Elements affected by such taking. The award made for any such taking shall be payable to the Residential Board; provided, however, that if any such award exceeds $2,500,000, such award shall be payable to the Insurance Trustee (as defined in Section 12.7 hereof) and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. (The dollar amount set forth in the preceding sentence shall be adjusted to reflect any increase in the CPI Increase Factor). If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne by the Residential Unit

Owners pro rata in accordance with their respective Common Interests; provided, that the amount of any surplus payable to any Unit Owner shall be lessened by such amounts as may be necessary to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of the priority of such liens. Notwithstanding any provisions contained herein to the contrary, if seventy-five (75%) percent or more of the Residential Limited Common Elements are so taken, such repairs or restorations shall not be made unless seventy-five (75%) percent or more of all Residential Unit Owners (and Declarant and/or Sponsor or their designees, if they shall then own any Residential Units), both in number and in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Residential Unit Owners shall so resolve, the repairs and restoration shall be performed as set forth above. Conversely, in the event that a sufficient number of Residential Unit Owners shall either fail or refuse to so resolve, the repairs and restoration shall not be performed and the Residential Section shall be subject to an action for partition by any Residential Unit Owner or lienor, as if owned in common, in which event the net proceeds of the sale, and net proceeds of any applicable condemnation awards shall be divided among all Residential Unit Owners by apportioning the amount apportioned to the Residential Unit Owners among such Residential Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Article 9, the words "promptly resolve" shall mean not more than 60 days after the date notice is given of such taking. Any dispute between the Residential Board and a Residential Unit Owner under this Article 9 shall be settled by Arbitration.

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. The Residential Board, or the managing agent therefor, shall keep detailed records of the actions of the Residential Board, minutes of the meetings of the Residential Board, minutes of the meetings of the Residential Unit Owners, and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures. In addition, the Residential Board shall keep a separate account for each Residential Unit which, among other things, shall contain the amount of each assessment of Residential Common Charges and other amounts required by the Residential Board to be paid in respect of each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Residential Board to all Residential Unit Owners (and to all Permitted Mortgagees of Residential Units who have requested the same in writing). The cost of such report submitted by the Residential Board shall be paid by the Residential Unit Owners as a Residential Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these Residential By-Laws, the Condominium By-Laws, the Residential Rules and Regulations, the General Rules and

Regulations (if any) and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Residential Board and shall be available for inspection by Residential Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 11

ARBITRATION

11.1 General Procedure. Except as may otherwise be expressly provided in these Residential By-Laws, the Condominium By-Laws or the Declaration, any arbitration provided for in these Residential By-Laws ("Arbitration") shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereto, in accordance with its rules then in effect; the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction; provided that, in the case of Arbitration of issues arising under Sections 6.4 and 6.5, any arbitrator shall be a real estate professional, having ten (10) or more years experience in the field of Manhattan residential real property. Notwithstanding the foregoing, any arbitration held pursuant to these Residential By-Laws with respect to a dispute which arose prior to the First Annual Residential Meeting shall be non-binding. In the event that the American Arbitration Association shall not then be in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his or her appointment.

11.2 Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Residential Board in connection with any arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute Residential Common Expenses.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12

MISCELLANEOUS

12.1 Consents. Wherever the consent, approval or satisfaction of Declarant or Sponsor or its designee is required under these Residential By-Laws, such consent, approval or

satisfaction shall not be required when there are no remaining Unsold Units, the Building has been fully completed, a permanent certificate of occupancy therefor has been issued and neither Declarant nor Sponsor has any remaining obligations under the Offering Plan or otherwise.

12.2 Waiver. No provision contained in these Residential By-Laws or the Residential Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

12.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Residential By-Laws nor the intent of any provision hereof.

12.4 Conflict. In the event of any conflict between the provisions of these Residential By-Laws or the Residential Rules and Regulations, and those of the Condominium By-Laws, the provisions of the Condominium By-Laws shall control. In the event of any conflict between the provisions of these Residential By-Laws or the Residential Rules and Regulations, and those of the Declaration, the provisions of the Declaration shall control.

12.5 Certain References.

12.5.1 A reference in these Residential By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Residential By-Laws refer to these Residential By-Laws in their entirety and not to the particular provision in which the terms are used.

12.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Residential By-Laws.

12.6 Severability. Subject to the provisions of the Declaration, if any provision of these Residential By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these Residential By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these Residential By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

12.7 Insurance Trustee. The Insurance Trustee shall be a bank or trust company having an office located in the City of New York, designated by the Residential Board and having a capital surplus and undivided profits of $500,000,000 or more. Notwithstanding the foregoing, so long as any obligations evidenced by the Construction Loan documents are outstanding, the Construction Lender will be the Insurance Trustee. In the event the Insurance Trustee resigns or is replaced by the Residential Board, the Residential Board shall appoint a new Insurance Trustee which shall be a commercial bank or trust company having an office located in the City of New York and having a capital surplus and undivided profits of

$500,000,000 or more, subject to increase by the CPI Increase Factor. The Residential Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Residential Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York.

12.8 Successors and Assigns. The rights and obligations of the Declarant and/or Sponsor with respect to the Unsold Units as set forth herein shall inure to the benefit of, and be binding upon, any successor or assign of the Declarant and Sponsor or, with the consent of the Declarant and/or Sponsor, any transferee of two or more of the then Unsold Units. Subject to the foregoing, the Declarant and Sponsor (or its designee or other holder of Unsold Units) shall each have the right, at any time, in its sole discretion, to assign or otherwise transfer its interests in the Condominium, whether by merger, consolidation, lease, assignment or otherwise.

12.9 Covenant of Further Assurances.

12.9.1 Any party which is subject to the terms of these Residential By-Laws, whether such party is a Residential Unit Owner, a lessee or sublessee of a Residential Unit Owner, an occupant of a Unit, a member or officer of the Residential Board, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, to effectuate the provisions of these Residential By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.9.2 If any Residential Unit Owner or any other party which is subject to the terms of these Residential By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Residential Unit Owner or other party is required to perform pursuant to these Residential By-Laws, then the Residential Board or other party is hereby authorized, as attorney-in-fact, coupled with an interest, for such Residential Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Residential Unit Owner or other party, and such instrument or action shall be binding on such Residential Unit Owner or other party, as the case may be.

12.9.3 If any Residential Unit Owner or any other party which is subject to the terms of these Residential By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Residential Unit Owner or party is required to perform pursuant to these Residential By-Laws at the request of Declarant or Sponsor, then Declarant or Sponsor, as the case may be, is hereby authorized, as attorney-in-fact, coupled with an interest, for such Residential Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Residential Unit Owner or other party, and such document or action shall be binding on such Residential Unit Owner or other party.

12.9.4 If the Residential Board fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which the Residential Board is required to perform pursuant to these Residential By-Laws or the

Condominium By-Laws at the request of Declarant, Sponsor or its designee, then Declarant, Sponsor or its designee, as the case may be, is hereby authorized, as attorney-in-fact, coupled with an interest, for the Residential Board, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Residential Board, and such document or action shall be binding on the Residential Board.

ARTICLE 13

AMENDMENTS TO RESIDENTIAL BY-LAWS

13.1 Amendments by Residential Unit Owners. Subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or Sponsor or its designee, or any Unsold Units, any provision of these Residential By-Laws or the Residential Rules and Regulations may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners; provided, however, that the Common Interest appurtenant to each Residential Unit shall not be altered without the written consent of all Residential Unit Owners affected thereby. Subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or Sponsor, or its designee or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Residential Board, as attorney-in-fact, coupled with an interest, for the Residential Unit Owners, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion, which the Residential Board is hereby authorized by such Residential Unit Owners to do as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or Sponsor, or its designee or any Unsold Units: (i) no such amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgagee Representative(s), if any; and (ii) the provisions of Sections 6.9 and 6.10 may not be amended, modified, added to or deleted unless 80% in Common Interest of all Residential Unit Owners affected thereby approve such amendment, modification, addition or deletion in the manner set forth above. Each duly adopted amendment, modification, addition or deletion to these Residential By-Laws shall be effectuated by an instrument recorded in the City Register's Office.

13.2 Amendments Affecting Declarant or Sponsor. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of these Residential By-Laws, the Declaration or the Residential Rules and Regulations shall be effective in any way against: (a) Declarant or Sponsor, for so long as any of the foregoing is the owner of one or more Residential Units, or any Unsold Unit, unless Declarant or Sponsor, as the case may be, has given its prior written consent thereto; or (b) the holder of any present or future mortgage, pledge or other lien or security interest encumbering any Unsold Unit unless such holder has given its prior written consent thereto.

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of Section

6.2.2 or 6.4, Article 7, or clauses (d) and (e) and the second sentence of Section 8.7, shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto.

EXHIBIT A

RESIDENTIAL RULES AND REGULATIONS
CASSA NY CONDOMINIUM

These Residential Rules and Regulations shall apply only to the Residential Section and to the Residential Units included therein, and not to any other Units or portions of the Condominium.

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Residential Section shall not be obstructed or used for any purpose by Residential Unit Owners and their invitees other than the respective purposes for which they were intended.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire landings of the 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, lobbies, elevators, vestibules, corridors, stairways or fire landings of or serving the Residential Section.

4. No public hall or public elevator vestibule of the Residential Section (other than on those floors containing full-floor Residential Units) shall be decorated or furnished by any Residential Unit Owner in any manner, except as otherwise expressly provided in the Residential By-Laws.

5. Each Residential Unit Owner shall keep his or her Unit (and any Residential Limited Common Element appurtenant thereto) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. In the event a child of eleven (11) years of age or less resides, or visits for an extended period of time, the Residential Unit Owner is required to have installed child safety window guards in all windows of the Residential Unit, as per the New York City Code. Residential Unit Owners must notify the Managing Agent in writing when a child or children under the age of eleven (11) years live or reside in such Residential Unit.

7. Except as specifically provided above, no window guards or other window decorations shall be used in or about any Residential Unit (or any Residential Limited Common Element, if any, appurtenant thereto), unless otherwise required by law and as approved by the Residential Board and the Condominium Board, except that to promote a consistent appearance of the Residential Section from the outside, each Residential Unit Owner will be required to install and maintain window treatments having a neutral-colored backing on the sides facing the

windows in its Residential Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Residential Board.

8. No radio, television or other aerial, satellite dish, disk or similar device shall be attached to or hung from the exterior of the Residential Section (or any Limited Residential Common Element appurtenant to any Residential Unit) and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Residential Section except such as are permitted pursuant to the Declaration, the Condominium By-Laws, the General Rules and Regulations (if any) or the Residential By-Laws or shall have been approved in writing by the Condominium Board and the Residential Board; nor shall anything be projected from any window of the Residential Section without similar approval.

9. No heat, ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board; and no "window" air-conditioners of any kind shall be permitted.

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

11. No mopeds, motorcycles, scooters or similar motorized vehicles shall be taken into or from the Residential Section. No bicycles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the Managing Agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

12. No Residential Unit Owner shall make or permit any disturbing or objectionable noises, odors or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or their tenants or occupants. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a stereo system, radio or television set or other loudspeaker in such Residential Unit Owner's Unit between midnight and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 4:00 P.M., unless such construction or repair work is necessitated by an emergency or is being performed by or on behalf of the owner of any Unsold Units, by Declarant or Sponsor; or is work by or on behalf of any Non-Residential Unit Owner to repair or complete construction of any portion of the Building.

13. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the Managing Agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board or such Managing Agent in their sole discretion, at any time. Notwithstanding the foregoing, a Residential Unit Owner may keep as pets in his or her Residential Unit not more than two domestic dogs, domestic cats, caged birds and fish, provided that such pets do not constitute a health hazard, unsanitary condition or nuisance to any other Unit Owner, tenant or occupant. Any pet constituting a nuisance shall be permanently removed from the Residential Section within one (1) week after notice from the Managing Agent of the Residential Section. In no event shall there be permitted in any Residential Unit, a pet without the consent of the Residential Board (which may be granted or denied in the sole discretion of the Residential Board) nor shall any bird, reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the Managing Agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Residential Section. Each Residential Unit Owner who keeps (or permits to be kept) any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Residential Section, the Residential Board, all Residential Unit Owners and the Managing Agent of the Residential Section from all claims and expenses resulting from acts of such pet.

14. Service personnel, messengers and tradespeople visiting or residing in the Residential Section may be required to use the service elevators for ingress and egress, and shall not use the main passenger elevator 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 such Residential Unit owner, guest or tenant. However, a guest or visitor of a Residential Unit Owner may use any of the available elevators freely, if authorized by such Unit Owner.

15. All service and delivery persons will be required to use the service entrances to the Residential Section as may be designated by the Residential Board or the Managing Agent of the Residential Section. All packages, including, without limitation, those containing perishable items, delivered by outside personnel must be delivered to the area therefor designated by the Residential Board or the Managing Agent of the Residential Section. Deliveries will be made from such area to individual Residential Units only by Residential Section personnel or as otherwise directed by Residential Section personnel. Such deliveries will be made only at such times as a Residential Unit is occupied by the resident thereof or an authorized person and such resident or authorized person is willing to accept delivery. If the Residential Unit in question is not occupied or delivery is declined, the package will be held in the designated area until the resident or authorized person returns or requests delivery, except in the case of perishable items which will be held in the designated area for no longer than 24 hours. After such 24-hour period, the perishable item shall be disposed of by Residential Section personnel. Residential section personnel will not be responsible for packages held in the

package room for more than 72 hours. No large deliveries will be accepted for a Residential Unit Owner (or occupant of a Unit) unless such Residential Unit Owner (or occupant) has made prior arrangements with the Residential Section personnel.

16. Trunks, heavy baggage, furniture, appliances and other large or heavy items shall be taken in or out of the Residential Section by the service elevator and through the service entrance only.

17. No refuse from the Residential Units shall be sent to the below grade levels of the Residential Section except at such times and in such manner as the Residential Board or the Managing Agent of the Residential Section may direct.

18. Water-closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Residential Unit.

19. No occupant of the Residential Section shall send any employee of the Residential Section or of the Managing Agent thereof out of the Residential Section on any private business.

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

21. Corridor doors, if any, shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

22. The Residential Board or the Managing Agent of the Residential Section shall retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Board or the Managing Agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his or her Residential Unit at any time when an entry therein is necessary or permissible under these Residential Rules and Regulations, the Residential By-Laws, the Condominium By-Laws or the Declaration, and the Residential Unit Owner has not furnished a key to the Residential Board or the Managing Agent of the Residential Section, then the Residential Board or the Managing Agent of the Residential Section or their agents (but, except in an emergency, only when specifically authorized by an officer of the Residential Board or an officer of the Managing Agent of the Residential Section) may

forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (provided that during such entry reasonable care is given to the Residential Unit Owner's property).

23. Complaints regarding Residential Section services shall be made in writing to the Residential Board or to the Managing Agent of the Residential Section.

24. Residential Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Residential Units or any public portions of the Residential Section.

25. No Residential Unit Owner or any of his or her agents, service personnel, employees, licensees or visitors shall at any time bring into or keep in such Residential Unit Owner's Residential Unit any inflammable, combustible or explosive fluid, material, chemical or substance except as shall be necessary or appropriate for the permitted uses thereof.

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

27. Nothing shall be done or kept in any Residential Unit which would increase the rate of insurance of the Condominium, the Building, the Residential Section or any contents of any of the foregoing, without the prior written consent of the Residential Board. No Residential Unit Owner shall permit anything to be done or kept in his or her Residential Unit which will result in the cancellation of insurance on the Condominium, the Building or the Residential Section, or which would be in violation of any law. No waste shall be committed in the Common Elements.

28. Residential Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority with respect to recycling of waste and refuse, including, without limitation, the separation of trash into "recyclable" and "non-recyclable" materials and/or categories of each of same. The Residential Board may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Residential Unit Owners for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Residential Board may also establish other rules and regulations regarding the recycling of trash. Any costs incurred by the Residential Board to enforce the Residential Rules and Regulations or the requirements of applicable law regarding the recycling of trash against a Residential Unit Owner, including, without limitation, legal fees, fines and penalties imposed by any government agency, shall be payable by the Residential Unit Owner as additional Common Charges. Residential Unit Owners will comply with the following procedures with respect to the use of the refuse chutes: (a) wrap dust, flour and powdered waste

before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive or otherwise hazardous nature therein. Any refuse not disposable by depositing same in the refuse chute must be picked up directly from the Residential Unit by Residential Section personnel at such times and in such manner as the Residential Board or the Managing Agent of the Residential Section shall determine.

29. Residential Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority, including without limitation, those with respect to window guards and notices of emergency access and egress.

30. Residential Unit Owners, their families, guests, service personnel, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

31. The Residential Board shall have the right from time to time to relocate any portion of the Common Elements located in the Residential Section devoted to storage or service purposes of the Residential Section.

32. 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.

33. No Residential Unit Owner, tenant or occupant of a Residential Unit (other than the owner of any Unsold Unit) shall conduct any group tour or exhibition of any Residential Unit or its contents or any auction sale in any Residential Unit, without the prior consent of the Residential Board or the Managing Agent of the Residential Section.

34. In the event that any Residential Unit is used for home occupation purposes which are permitted by law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

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

36. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, the Building or the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Condominium, the Building or the Residential

Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Residential Unit Owner or other occupant.

37. Notwithstanding any references to "Residential Unit Owner" in these Residential Rules and Regulations, these Residential Rules and Regulations shall be binding upon all Residential Unit Owners and all tenants, guests and other occupants of the Residential Unit(s) of such Residential Unit Owner(s). Residential Unit Owners shall be responsible for enforcing compliance with, and liable for any violation of, the Residential Rules and Regulations by members of their families, guests, invitees, tenants, employees, agents, visitors and any other occupants of their Residential Units.

38. The public amenity areas of the Residential Section shall be used in such manner, at such times and in accordance with such policies as the Residential Board or the Managing Agent of the Residential Section may direct.

39. There will be no barbequing in the Residential Units or in the Common Elements (including without limitation, the Residential Limited Common Elements).

40. All move-ins and move-outs as to any Residential Unit shall be scheduled with and coordinated by and through the Residential Board.

Fees for Residential Section move-ins and move-outs may be assessed in such amounts as are deemed reasonable by the Residential Board. In addition the Residential Board may require reimbursement for any expenses incurred by the Residential Board in connection with the move-in or move-out, as well as security deposits and such insurance, indemnities and/or release on such terms as are determined by the Residential Board.

41. Any use of the elevators, corridors and/or other Residential Limited Common Elements, outside the scope of typical and usual daily use, including without limitation for deliveries of furniture or other large items, shall be coordinated in advance with the Residential Board and shall be subject to payment of fees, reimbursement of expenses, security deposits and such insurance, indemnities and/or releases, all as determined by the Residential Board.

EXHIBIT 9

FORM OF APPLICATION TO ATTORNEY GENERAL FOR RESOLUTION OF DISPUTE CONCERNING DOWNPAYMENT

ETF-1

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: Cassa NY Condominium
Address of Building or Name of Project

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name of Applicant _____

2. Address of Applicant _____

3. Name, Address, and Telephone Number of Applicant's Attorney (if any) _____

_____

4. This is an application for
   - [ ] return of downpayment.
   - [ ] forfeiture of downpayment.
   - [ ] other: _____

5. The project is
   - [ ] a conversion of occupied premises.
   - [ ] newly constructed or rehabilitated.
   - [ ] vacant (as is).

6. The project is structured as
   - [ ] a cooperative.
   - [ ] a condominium.
   - [ ] a homeowners association.
   - [ ] a timeshare.
   - [ ] other: _____

7. Name and Address of Sponsor: _____

_____

8. Name and Address of Escrow Agent: _____

_____

9. If downpayments are maintained in an escrow account:

(a) Name of account _____

(b) Name and address of bank _____

(c) Account number (if known) _____

(d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:

(a) Name and address of bond issuer or surety: _____

_____

(b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND). If not included, explain:

_____

_____

11. If downpayments have been secured by a letter of credit:

(a) Name and address of bank which issued the letter of credit: _____

_____

(b) Date of expiration of the letter of credit, if known:

_____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan

[ ] has been declared effective. Approximate date: _____

[ ] has not been declared effective.

(c) If effective, the plan

[ ] has closed or the first unit has closed. Approximate date: _____

[ ] has not closed.

[ ] don't know.

(d) Downpayments are secured by

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed: _____

(c) Date(s) of downpayment(s): _____

(d) Total amount of downpayment(s): _____

(e) Names and addresses of subscribers or purchasers affected by this application:

_____

_____

_____

_____

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

_____

_____

_____

15. I am contemporaneously sending a copy of this application to the following persons:

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: Date:

Name (Printed):

Telephone: (Home) (Business)

Mailing Address:

2/6/92

EXHIBIT 10

FORM OF ESCROW AGREEMENT WITH RESPECT TO DOWNPAYMENTS

Escrow Agreement will be executed prior to Closing when the escrow account has been opened.

ESCROW AGREEMENT

AGREEMENT made this ___ day of _____, 2008, between Waterscape Resort LLC ("SPONSOR"), as sponsor, and Kramer Levin Naftalis & Frankel LLP ("ESCROW AGENT"), as escrow agent.

WHEREAS, SPONSOR is the sponsor under an offering plan (the "Offering Plan") for CASSA NY CONDOMINIUM, located at 66-70 W. 45th Street, New York, New York; and

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

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers of units from SPONSOR under the Offering Plan, pursuant to the terms of this agreement.

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers from and after the date hereof. The escrow account has been opened with Citibank, N.A., 666 Fifth Avenue, New York, New York 10013. The account number is _____.

1.2 The name of the account is "Cassa NY Condominium Attorney Escrow Account".

1.3 The following partners in ESCROW AGENT are the sole signatories on the account: Jay A. Neveloff, Jonathan H. Canter, Paul S. Pearlman, Neil R. Tucker, and Howard J. Rothman.

1.4 The escrow account shall be an interest-bearing account as disclosed in the Offering Plan.

1.5 The escrow account is not an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT

2.1 All funds hereafter received from prospective purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser to the order of "Kramer Levin Naftalis & Frankel LLP, as escrow agent" for the Offering Plan for CASSA NY CONDOMINIUM. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be

returned to the prospective purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

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

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the escrowed funds of a defaulting purchaser until after consummation of the Offering Plan as defined in the Attorney General's regulations. Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

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

3.3 SPONSOR shall not object to the release of the escrowed funds to: (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan; or (b) all purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 If there is no written agreement between the parties to release the escrowed funds, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to SPONSOR unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and has so notified ESCROW AGENT in accordance with such provisions.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven years after release of the funds.

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

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

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

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

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to ESCROW AGENT.

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

7. TERMINATION OF AGREEMENT.

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

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

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(c) All unsold units offered by SPONSOR pursuant to the Offering Plan have been sold and all sales transactions have been consummated.

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

8. SUCCESSORS AND ASSIGNS.

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

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

10.1 SPONSOR agrees that ESCROW AGENT's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to ESCROW AGENT, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

11. ESCROW AGENT'S RIGHTS.

11.1 ESCROW AGENT shall not be responsible to SPONSOR for any act or failure to act on its part except for its own willful misconduct or gross negligence. ESCROW AGENT shall be automatically released by SPONSOR from all responsibility and liability under this Agreement upon ESCROW AGENT's distribution of deposits and payments in accordance with the provisions of this Agreement, GBL Section 352-e(2-b) and the Regulations.

11.2 SPONSOR hereby indemnifies and holds ESCROW AGENT harmless from any and all losses, damages, claims, liabilities, judgments and other costs and expenses of every kind and nature which may be claimed against or incurred by ESCROW AGENT by reason of its acceptance of, and/or its performance under, this Agreement (other than those ultimately determined to have arisen out of the willful misconduct or gross negligence of ESCROW AGENT), including, without limitation, attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself. The foregoing indemnification shall survive the termination of this Agreement.

11.3 As to SPONSOR, ESCROW AGENT shall be entitled to consult with and retain counsel selected by it (including any member of its firm) with respect to its duties as ESCROW AGENT and be reimbursed by SPONSOR for all reasonable fees and expenses of such consultation and retention. As to SPONSOR, ESCROW AGENT may act or refrain from acting in respect of any matter referred to herein by and with, and in full reliance upon, the advice of such counsel and, except in the case of its own willful misconduct or gross negligence, ESCROW AGENT shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

11.4 ESCROW AGENT or any member of its firm may act as counsel to SPONSOR in any dispute or question as to the disposition of the deposits or payments or in any dispute between SPONSOR or any purchaser with respect to any matter whatsoever, whether or

not ESCROW AGENT is then holding any deposits or payments of such purchaser and is continuing to act as ESCROW AGENT hereunder.

12. SEVERABILITY.

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

13. ENTIRE AGREEMENT.

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

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

ESCROW AGENT:

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By:_____
Name:
Title:

SPONSOR:

WATERSCAPE RESORT LLC

By:_____
Name: Salim Assa
Title: Manager

EXHIBIT A-1

Waterscape Resort LLC
15 West 34th Street
New York, New York 10001

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO SECTION 20.4(b) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

June 11, 2008

New York State Department of Law
120 Broadway
New York, New York 10271
Attn: Investment Protection Bureau

Re: **Cassa NY Condominium**
66-70 W. 45th Street
New York, New York 10036

The undersigned certify as follows:

We are the sponsor and the principals of the sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for complying with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

1. set forth the detailed terms of the transaction and be complete, current and accurate;

2. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

3. not omit any material fact;

4. not contain any untrue statement of a material fact;

5. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

6. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

7. not contain any representation or statement which is false, where we:

(a) knew the truth;

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

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

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

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Waterscape Resort LLC

By: _____
Name: Salim Assa
Title: Manager

Sworn to before me this
11 day of June, 2008

Jack Paparo
Notary Public

JACK PAPARO
Notary Public, State of New York
No. 01PA5058765
Qualified in New York County
Commission Expires April 15, 2010

_____
Ezak Assa

Sworn to before me this
11 day of June, 2008

Jack Paparo
Notary Public

JACK PAPARO
Notary Public, State of New York
No. 01PA5058765
Qualified in New York County
Commission Expires April 15, 2010

_____
Salim Assa

Sworn to before me this
11 day of June, 2008

Jack Paparo
Notary Public

JACK PAPARO
Notary Public, State of New York
No. 01PA5058765
Qualified in New York County
Commission Expires April 15, 2010

CERTIFICATION OF SPONSOR'S ARCHITECT / ENGINEER PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

NYS Department of Law
Real Estate Financing Bureau
120 Broadway, 23rd Floor
New York, New York 10217

Re: **Cassa NY Condominium**
66-70 W. 45th Street
New York, New York 10036

Gentlemen:

The sponsor of the Offering Plan to construct the captioned property retained our firm to prepare a report describing the construction of the property (the "Report"). We prepared the Report dated August 19, 2008 a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report. We examined the building plans and specifications prepared by John A. Cetra, PC/ Cetra/Ruddy Incorporated and dated November 09, 2007.

I am a registered architect in the State in which the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or 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 examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion

of 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;

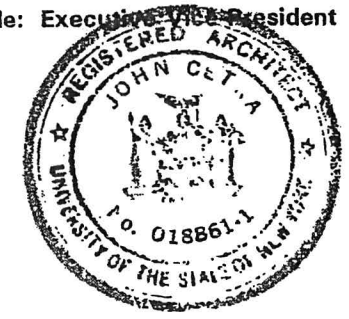
(c) made no reasonable effort to ascertain the truth; or

(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 this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

John A. Cetra Architecture P.C.
CETRA/RUDDY INCORPORATED

By: _____
Name: John A. Cetra
Title: Executive Vice President



Sworn to before me this
19 day of August, 2008
Cathy Rosado
Notary Public

CATHY ROSADO
Notary Public, State of New York
No. 01RO6175980
Qualified in New York County
Commission Expires Oct. 22, 2011

PENMARK
REALTY CORP

CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF CONDOMINIUM BUDGET PURSUANT TO
SECTION 20.4(d) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

June 25, 2008

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

Re: **Cassa NY Condominium & Hotel**
66-70 West 45th Street
New York, New York 10036

The undersigned, Leslie Bogen Winkler, is a member of a licensed real estate brokerage firm, Penmark Realty Corp., in the State of New York. We have been engaged in the management of over 50 condominium and/or cooperative properties throughout Manhattan over the course of the past 40 years.

The sponsor of the condominium offering plan for the above captioned property retained us to review Schedule B and B-1 (together with the notes thereto, the "Schedule") to the offering plan containing projections of income and expenses of the Condominium for the fiscal year December 1, 2009 to November 30, 2010, the projected first year of condominium operation.

We understand we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B and B-1.

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

We certify that the projections in Schedule B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses of the Condominium for the projected first year of condominium operation.

820 Second Avenue • New York, NY 10017 • 212-876-4200 • F 212-876-4258

We certify that the Schedule:

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

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

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the projected first year of 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
25 day of June, 2008

_____
Notary Public

MARIBEL ALVERIO
Notary Public, State of New York
No. 01AL6074898
Qualified in New York County
Commission Expires May 27, 2010

PENMARK REALTY CORP

PENMARK
REALTY CORP

CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT
OWNER PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

June 25, 2008

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

Re: **Cassa NY Condominium & Hotel**
66-70 West 45th Street
New York, New York 10036

The undersigned, Leslie Bogen Winkler, is a member of a licensed real estate brokerage firm, Penmark Realty Corp., in the State of New York. We have been engaged in the management of over 50 condominium and/or cooperative properties throughout Manhattan over the course of the past 40 years.

The sponsor of the condominium offering plan for the above captioned property retained us to review Schedule B (together with the notes thereto, the "Schedule") to the offering plan containing projections of common charges payable by the owners of the commercial units of the Condominium for the fiscal year December 1, 2009 to November 30, 2010, the projected first year of condominium operation.

We understand we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial units listed in Schedule B.

We have reviewed the Schedule as it impacts upon the commercial units and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential and commercial buildings in Manhattan.

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

We certify that the estimates in the Schedule for the common charges payable by the owners of the commercial units:

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

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial units during the projected first year of condominium operation;

(iii) do not omit any material fact;

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

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

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

(vii) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial units for the projected 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
25 day of June, 2008

_____
Notary Public

MARIBEL ALVERIO
Notary Public, State of New York
No. 01AL6074898
Qualified in New York County
Commission Expires May 27, 2010

PENMARK
REALTY CORP

EXHIBIT 12

REAL PROPERTY LAW SECTION 339-kk

§ *339-kk Real Prop.* **Rents.**

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

EXHIBIT 13

FORM OF STORAGE BIN LICENSE AGREEMENT AND ASSIGNMENT AND ASSUMPTION OF STORAGE BIN LICENSE AGREEMENT

STORAGE BIN LICENSE AGREEMENT

AGREEMENT made this ____ day of _____, 200_ ("Agreement") by and between WATERSCAPE RESORT LLC, a Delaware limited liability company, having an office at 15 West 34th Street, New York, New York 10001 ("Sponsor"), and the Residential Board of Cassa NY Condominium on behalf of all Unit Owners, having an address at 66-70 West 45th Street, New York, New York 10036 ("Residential Board") (Sponsor and the Residential Board are sometimes collectively referred to as the ("Licensor") and _____ having an address at 66-70 West 45th Street, Unit __, New York, New York 10036 ("Licensee");

WHEREAS, Cassa NY Condominium ("Condominium") is governed by a certain Declaration of Condominium dated ____, 2008, which Declaration was recorded in the New York County Office of the Register of the City of New York (hereinafter called the "**Register's Office**") on _____, 2008, as CRFN _____, as the same has been or may be amended from time to time (the "Declaration"), the by-law of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the Rules and Regulations of the Condominium, as the same has been or may be amended from time to time (the "Residential Rules and Regulations") (the "Declaration", the "By-Laws" and the "Rules and Regulations" are collectively, referred to as the Condominium Documents"); and

WHEREAS, in a portion of the cellar of the Condominium there are Residential Limited Common Elements ("Licensed Area") in which Storage Bins have been installed for use by permitted Residential Unit Owners; and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring Residential Unit ___ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of Storage Bin # _____ for so long as Licensee owns a Residential Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a license for the exclusive use of Storage Bin #___ ("Designated Storage Bin") ("License") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof.

2. Unit Owner shall pay a monthly License Fee to the Condominium in accordance with the Condominium Documents.

3. A Storage Bin may only be used for storage purposes, provided that no material which poses a health or safety threat or which otherwise creates a nuisance may be stored therein.

4. Licensee shall not (a) store any property in the Licensed Area outside of the designated Storage Bin; or (b) allow any other person to use the License except in accordance with the terms hereof.

5. This License may be assigned by Licensee at any time provided the assignee (i) is a Residential Unit Owner at the Condominium, (ii) assumes the obligations hereunder in the form annexed hereto, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condominium by the Licensee and/or the assignee. This License shall automatically terminate at such time as the Licensee no longer owns a Residential Unit in the Condominium unless this License is assigned to and assumed by another Residential Unit Owner.

6. Licensee represents that it has made a thorough inspection of the Licensed Area and agrees to take same in its "as is" condition as of the date of this Agreement. Licensee shall throughout the term of this Agreement, take good care of and maintain the Designated Storage Bin. All repairs and replacements to the Designated Storage Bin as well as the Licensed Area shall be performed by the Condominium Board and the cost thereof shall be a 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.

7. Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Licensed Area and the Designated Storage Bin.

8. The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

9. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the 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.

10. 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.

11. 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.

12. Licensee shall indemnify and hold Licensor and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence

of Licensee or Licensee's family, servants, employees, agents, guests and invitees in connection with this License.

13. Licensee shall be obligated to reimburse the Licensor for any legal fees and disbursements incurred by the Licensor in defending the rights of the Licensor under this Agreement or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

14. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

18. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

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

Agreed to and Acknowledged by

LICENSOR:

RESIDENTIAL BOARD OF MANAGERS
OF CASSA NY CONDOMINIUM

By: _____
Name:
Title:

WATERSCAPE RESORT LLC

_____
By:

LICENSEE:

By: _____

By: _____

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEEMENT made as of the _____ day of _____, 200__ by and between _____ (hereinafter referred to as the "Assignor"), having an address at _____, New York, New York _____, and _____ (hereinafter referred to as the "Assignee"), having an address at _____, New York, New York _____.

W I T N E S S E T H:

WHEREAS, Assignor executed a certain License Agreement dated _____, _____ ("License Agreement") to have the exclusive right to use Storage Bin # ___ located at Cassa NY Condominium (the "Condominium"), located at 66-70 West 45th Street, New York, New York, in accordance with the terms of the Condominium Offering Plan dated _____, 2008 ("Plan"), as amended to date; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the License Agreement; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the License Agreement; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns the Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the License Agreement, a copy of which is attached hereto and made a part hereof, for a purchase price of $_____.

2. ASSUMPTION: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the License Agreement as if Assignee had signed the License Agreement originally as "Licensee".

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use Storage Bin # _____.

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of License Agreement on the day and year first above written.

ASSIGNOR

_____

ASSIGNOR:

_____

APPROVED BY

RESIDENTIAL BOARD OF MANAGERS
OF CASSA NY CONDOMINIUM

By:_____
Name:_____
Title:_____