CONDOMINIUM OFFERING PLAN



located at

333 East 109th Street, New York, NY 10029
New York County

Total Offering: $14,584,550.00 for 35 Units

SPONSOR

333-339 EAST 109 LLC
158-13 72nd Avenue
Flushing, New York 11365

SELLING AGENT

Grace Chan
Corcoran Group
636 Sixth Avenue
New York, New York 10011
(212) 777-2693

Date of Acceptance for Filing: September 30, 2010
Unless amended, this Plan may not be used after September 29, 2011

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

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.

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

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

THIS PLAN HAS BEEN AMENDED – SEE INSIDE COVER

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PART I

CONDOMINIUM OFFERING PLAN

FOR

PASCAL

SPECIAL RISKS

This Offering Plan is subject to a number of special risk factors which should be carefully considered by every prospective purchaser. Prospective purchasers are further urged to visit the premises of PASCAL and to consult with their attorneys and financial advisors before executing a Purchase Agreement. The special risk factors are as follows:

1. Inasmuch as the individual Units being offered for sale are presently under construction, prospective purchasers will be required to execute binding Purchase Agreements without having an opportunity to inspect the completed Unit, unless the Unit has been completed at such time. (See "Description of Property and Improvements" in Part I and "Description of Property and Specifications of Building Condition" in Part II of this Plan).

2. Purchasers are required to pay New York City Real Property Transfer Tax, currently one (1%) percent (1.425% if the consideration exceeds $500,000) of the consideration paid (plus a $75 filing fee), and New York State Real Property Transfer Tax, currently Two Dollars per every Five Hundred Dollar increment of the consideration paid; which taxes are statutorily the primary obligation of a Seller of real property. (See the Section entitled "Unit Closing Costs and Adjustments" in Part I and the Purchase Agreement in Part II of this Plan).

3. Sponsor has obtained construction financing from Community Preservation Corporation, 3154 Albany Crescent, Bronx, New York 10463 ("CPC"). A Letter of Credit in the amount of $1,273,521 has been furnished to CPC to secure Sponsor's obligations. The construction loan terms require a minimum sale price on any unit sold as well as a minimum repayment prior to any unit sale as a condition to Lender's release of the mortgage lien on that unit. (See Section entitled "Rights and Obligations of the Sponsor," in Part I of this Plan).

4. Pursuant to existing law and regulations, the Sponsor may declare the Plan effective upon execution of Purchase Agreements for at least fifteen percent (15%) of the Units in the Condominium. The present terms of Sponsor's construction financing, however, requires that at least eighteen (18), or fifty-one percent (51%), of the Units be under contract to Lender-approved purchasers before the Plan may be declared effective. There is no restriction on who the Lender may be. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close title to Units with fewer than the minimum number of sales, if purchasers counted towards effectiveness do

not ultimately purchase a Unit. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions may include requiring that a certain percentage (50% or more) of the units in a condominium be sold before the lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a condominium where the percentage of units purchased is lower than a lender's particular sales minimum. Even once Unit closings have commenced, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales requirements. Where a purchase is not contingent on financing, a purchaser who signs a Purchase Agreement will be required to complete the transaction even if the purchaser is not able to obtain a mortgage. If in such case the purchaser is unable to complete the purchase without a mortgage, the purchaser will lose the contract deposit. (See Section entitled "Effective Date," in Part I and the sample Purchase Agreement in Part II of this Plan).

5. Although a Purchaser may obtain financing from a lending institution or any other source, Purchaser's obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent upon Purchaser obtaining financing for such purchase. Neither Sponsor nor Selling Agent makes any representations as to the terms of or availability of any mortgage financing. NO FINANCING IS BEING OFFERED BY THE SPONSOR. Purchaser should be aware that even if a loan commitment is obtained, its agreements may be limited and it could expire before the closing date. See section entitled "Procedure to Purchase," in Part I and the sample Purchase Agreement in Part II of this Plan.

6. Any funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, Purchasers should note as a special risk that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to a rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras. (See Section entitled "Procedure to Purchase," in Part I of this Plan).

7. Certain of the Purchaser's obligations under the Purchase Agreement are "time of the essence," so that in the event of Purchaser's failure to strictly comply with the deadlines of such provisions, the Sponsor, on thirty (30) days' written notice to Purchaser of any default, may cancel the Purchase Agreement, and the Purchaser will forfeit the contract deposit, as well as the cost of any special work in the Unit ordered by the Purchaser. (See Section entitled "Procedure to Purchase" in Part I and the sample Purchase Agreement in Part II of this Plan).

8. The Sponsor has applied for a partial real estate tax exemption for the Condominium under Section 421-a of the Real Property Tax Law, and has been granted a preliminary Section 421-a part real estate tax exemption (a copy of which is reproduced in the Section "Real Estate Taxes" located in Part I of this Plan). Sponsor has included a schedule of those tax benefits, as they apply to the individual Units, in the Real Estate Taxes Section of this Plan in the form of an opinion letter provided by Ben Rottenstein Associates, Inc., a real estate tax consulting firm. (See Section entitled "Real Estate Taxes" in Part I of this Plan).

9. The Sponsor reserves the right to rent, rather than to sell Units, subject only to the conditions placed on it by the terms of its construction loan. The Sponsor will endeavor in good faith to sell in a reasonably timely manner all residential Units to purchasers for the personal occupancy of purchasers or their immediate families. Sponsor's good faith efforts to sell to purchasers will include listing unsold Units with brokers, showing unsold Units to brokers and prospective purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sale activities. Because Sponsor's construction loan, however, requires no commitment to sell more than eighteen (18) units to declare the plan effective, owner-occupants may never gain effective management and control of the condominium. Sponsor's construction Lender has also imposed a minimum sale price on any unit sold and requires a minimum repayment prior to any unit sale as a condition to Lender's release of the mortgage lien on that unit. (See "Rights and Obligations of the Sponsor," in Part I of this Plan).

10. The By-Laws of the Condominium include no provision that after the initial Sponsor voting control period of no more than two years, a majority of the Board of Managers must be owner-occupants or members of owner-occupant's household who are unrelated to the Sponsor and its principals. 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., for personal use as a home rather than for investment purposes. Further, the condominium board has no right to approve or disapprove purchasers, and there is no limit on the number of owners who may purchase for investment rather than for personal occupancy, meaning there may always be a substantial percentage of owners who are non-residents. (See "Introduction" in Part I and By-Laws in Part II of this Plan.)

11. The purchase price for the Units does not include the cost for a washer and dryer, which will be available to Purchaser, at Purchaser's election, for a cost of $2,700 per Unit. The washer and dryer units which will be provided are:
Washer: Bosch; Model # WFL20904C; Dryer: Bosch; Model # WTE830045.

12. Investors are advised to visit the DOB website/CONSUMER TIPS for its recommendation when purchasing units in a condominium that does not have a final certificate of occupancy. (See "Rights and Obligations of the Sponsor" in Part I of this Plan.)

13. The square footage of each unit is not based upon measurements from interior surfaces of interior walls and the actual area comprising the condominium unit is less that listed in Schedule A. (See "Schedule A" in Part I of this Plan and "Description of Property and Specifications of Building Condition" in Part II of this Plan).

14. It is the responsibility of each Unit Owner to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. It is the responsibility of each Unit Owner to install, at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Law and in any event without full knowledge of the Managing Agent. Sponsor makes no representations whether Unit Owners will comply with the foregoing obligations. (See "Rights and Obligations of Unit Owners and the Board of Managers" in Part I of this Plan).

15. The Sponsor is not providing a manufacturer's warranty for labor on the Condominium's roof. (See "Description of Property and Specifications of Building Condition" in Part II of this Plan).

16. Any down payments deposited on behalf of a purchaser of a Unit will be covered by FDIC insurance to a maximum of $250,000 through December 31, 2013. Coverage will thereafter revert to $100,000 per deposit. (See "Procedure to Purchase" in Part I of this Plan).

INTRODUCTION

This is an offering plan for the sale of condominium units in PASCAL (the "Condominium"), located at 333 E. 109th St, New York, New York 10029. The purpose of the offering plan is to set forth all the material terms of the offer. 333-339 East 109 LLC (the "Sponsor" of this offering) is a New York State limited liability company with its principal offices located at 158-13 72nd Avenue, Flushing, New York 11365. The Sponsor acquired the real property (the "Property") upon which the Condominium is being constructed by Deeds dated February 14, 2006.

The Sponsor reserves the right to rent rather than to sell Units. The Sponsor will, however, endeavor in good faith to sell in a reasonably timely manner all residential Units to purchasers for the personal occupancy of purchasers or their immediate families. Sponsor's good faith efforts to sell to purchasers will include listing unsold Units with brokers, showing unsold Units to brokers and prospective purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities. The terms of the Sponsor's construction loan require that a minimum of eighteen (18) units must be under contract to Purchasers approved by Sponsor's Lender before the Plan may be declared effective. If Sponsor makes a bulk sale of all or some of its unsold units, the transferee successor sponsor will be bound by Sponsor's representations regarding its commitment to sell Units.

The Condominium will be created pursuant to and will be subject to the provisions of Article 9-B of the Real Property Law (New York Condominium Act). The property will become a Condominium upon the recording of the Condominium Declaration and Floor Plans in the New York City Register's office.

The Condominium

PASCAL will consist of one building containing thirty-five (35) residential units. The Condominium will not include any parking facilities.

Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to the Unit and is entitled to the exclusive possession thereof. The Unit Owner also owns, in common with the owners of all other Units, an undivided fee 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. The Common Elements are divided into the General Common Elements and the Limited Common Elements. The Limited Common Elements appurtenant to a Unit, as depicted on the Floor Plans, are reserved for the exclusive use and benefit of the owner of such Unit. The General Common Elements consist of all the Common Elements other than the Limited Common Elements.

Subject to certain conditions contained in the By-Laws, each Unit Owner has the right, in his or her own discretion, to mortgage his or her Unit on such terms and conditions as he or she desires.

Primary responsibility for operating the Condominium rests with the Board of Managers of the Condominium (the "Board of Managers" or the "Condominium Board," as more particularly described below), which is elected by the Unit Owners. Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations, and any other requirements of the Board of Managers.

The Board of Managers will assess against each Unit Owner, in proportion to his or her respective interest in the Common Elements, charges (hereinafter called Common Charges) for the maintenance of the Common Elements, for the operating costs of the Condominium (hereinafter called Common Expenses), and, if necessary, for special needs of the Condominium. These must be paid in accordance with the New York Condominium Act, Sections 339-i and 339-m.

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of charges for electricity and gas consumed by the Unit and of the real estate taxes which will be separately assessed against the Unit. See "Schedule B - Projected Budget for First Year of Condominium Operation" for a more detailed discussion of Common Charges, "Schedule B-1 - Estimated Annual Costs of Electricity and Gas Heat for Individual Units," "Real Estate Taxes" and "Rights and Obligations of Unit Owners," all in Part I of this Plan. Each Unit Owner, upon obtaining title, will automatically have a right to vote at all annual meetings of Unit Owners to elect the Board of Managers.

Each Unit Owner will be solely responsible after closing for the cost of maintenance and repairs of the Unit (which includes all windows located within or opening from the Unit) and its appurtenant Limited Common Elements. Although the Board of Managers will maintain hazard and liability insurance coverage for

the Condominium, Unit Owners are advised to obtain, at their own expense, hazard insurance for the contents of their Units and liability insurance for occurrences within their Units. Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit owner will be responsible for the payments of, nor will a Unit be subject to any lien arising from the nonpayment of, taxes on other Units. In the opinion of Richard L. Yellen of Richard L. Yellen & Associates, LLP, counsel to Sponsor, under present income tax laws, a Unit Owner, similarly to a homeowner, may deduct from his income, for Federal and New York State and City income tax purposes, the real estate taxes and the interest paid on the mortgage of his Unit, if any, subject to the limitations set forth in his opinion letter and contained in the applicable statutes. See "Real Estates Taxes" and "Opinion of Counsel" in Part I of this Plan.

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

The prices for the Units offered for sale under this Plan are listed in "Offering Prices and Related Information, Schedule A," in Part I of this Plan. Such prices have been set by the Sponsor alone, subject to a minimum sales price imposed by its construction Lender, and are not subject to review or approval by any governmental agency. The purchase price for the Units does not include the cost for a washer and dryer, which will be available to Purchaser, at Purchaser's election, for a cost of $2,700 per Unit. The washer and dryer units which will be provided are:

Washer: Bosch; Model # WFL20904C
Dryer: Bosch; Model # WTE830045

The estimated Common Charges for each Unit for the first year of operation of the Property as a condominium are also set forth in Schedule A. THESE PRICES HAVE BEEN SET BY THE SPONSOR BUT ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK OR BY ANY OTHER GOVERNMENTAL AGENCY EXCEPT AS PREVIOUSLY SET FORTH.

The Plan, including all Schedules and Exhibits, constitutes the entire offer by the Sponsor and contains all of the material terms of a transaction to purchase pursuant thereto. Copies of this Plan, all documents referred to in the Plan, and all

Exhibits submitted to the Department of Law in connection with the filing of this Plan will be available for inspection without charge and for copying at a reasonable rate to prospective purchasers and their attorneys at the Condominium site, whenever the on-site sales office is open, and at the office of the Sponsor. The Plan may be amended from time to time upon Sponsor's filing an amendment with the New York State Department of Law and service of such amendment upon all Purchasers and Unit Owners.

The Sponsor has not knowingly omitted any material facts from or included any untrue statement of any material fact in this Plan. The documents reprinted in Part II herein are exact copies of the originals.

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

DEFINITIONS

"Appurtenant Interest." With respect to any Unit, the undivided interest of the owner thereof, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other asset of the Condominium.

"Building." The building being constructed on the Land, located at 333 109th Street, New York, New York.

"By-Laws." The By-Laws of the Condominium, which are included in Part II of the Plan, as the same may be amended from time to time pursuant to the terms thereof.

"Common Elements." All of the Property except the Units, including the Land and improvements thereon (other than the Units), as well as those facilities thereon, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation or safety of the Property, as more particularly described in Article 6 of the Declaration. The Common Elements are divided into the General Common Elements and the Limited Common Elements. The Limited Common Elements appurtenant to a Unit are reserved for the exclusive use and benefit of the owner of such Unit. The General Common Elements consist of all the Common Elements other than the Limited Common Elements.

"Common Expenses." All costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacement with respect to the Common Elements, or to make up any deficit in the General Common Charges for any prior year(s); (iii) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

"Common Interest." The undivided percentage interest of each Unit in the Common Elements.

"Condominium." PASCAL, the condominium established pursuant to the terms of the Declaration and which is to be governed pursuant to the terms of the By-Laws.

"Condominium Act." Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Board," or "Board of Managers." The governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 4 of the By-Laws.

"Condominium Documents." The Declaration, the By-Laws and the Rules and Regulations.

"Declaration." The instrument to be executed by the Sponsor and recorded in the New York County City Register's Office for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof. A copy of the Declaration is set forth in Part II of the Plan.

"Designee." A person or entity designated by Sponsor or by a designee of Sponsor to succeed to the rights of Sponsor.

"Facilities." The improvements and other facilities being part of the Common Elements.

"Family Members." The spouse, children (natural and adopted), grandchildren, great grandchildren, siblings, parents, parents-in-law, grandparents, great-grandparents and aunts and uncles of a Unit Owner who reside in such Unit Owner's Unit.

"First Closing." The first date upon which title to a Unit is conveyed to a purchaser who is not a principal of the Sponsor.

"Floor Plans." The floor plans of the Units filed in the City Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"General Common Elements." The Common Elements of the Condominium, other than those portions thereof constituting Limited Common Elements.

"Initial Control Period." The period ending thirty calendar days after the earlier to occur of: (i) two years after the date of closing of title to the first Unit, or (ii) when the Unsold Units constitute less than fifty (50%) percent of the Common Interests.

"Institutional Lender." (i) A savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, N.Y.S.-licensed mortgage banker, or mortgage trust, or (ii) a federal, state, municipal, teachers' or union employee, welfare, pension or retirement fund or system.

"Institutional Mortgage." Any first mortgage covering one or more Units that is a permitted mortgage and the initial holder of which is either Sponsor or its designee or an Institutional Lender.

"Land." The land upon which the Project is situated, as more particularly described in Exhibit A to the Declaration.

"Limited Common Element." The designated portion of the General Common Elements appurtenant to a particular Unit, which is reserved for the exclusive use and benefit of the owner of such Unit.

"Majority of Unit Owners." Those Unit Owners having more than 50% of the total authorized votes of all Unit Owners (determined in accordance with the terms of Section 4.7 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

"Managing Agent." A Person employed by the Condominium Board pursuant to Section 2.4 of the By-Laws.

"Mortgage Representatives." The representatives of the holders of all Permitted Mortgages encumbering Units.

"Permitted First Mortgage." A Permitted Mortgage that is a first mortgage lien against a Unit.

"Permitted Mortgage." Any mortgage permitted under the terms of a valid Purchase Agreement, consistent with the provisions of the Condominium Documents.

"Permitted Mortgagee." Any holder of a Permitted Mortgage at the time in question.

"Person." Any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

"Plan." The offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

"Property" or "Project." The Land and all improvements erected or to be erected on the Land, including the Units, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Purchase Agreement." The agreement pursuant to which a Purchaser contracts to purchase a Unit from the Sponsor. The form of Purchase Agreement is included in Part II of the Plan.

"Purchaser." A Person or Persons who have executed a Purchase Agreement with respect to a Unit.

"Rules and Regulations." The rules and regulations of the Condominium, which are annexed to the By-Laws, as any of the same may be amended, modified, added to or deleted from time to time, pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws.

"Special Assessments." The charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws.

"Sponsor." 333-339 East 109 LLC.

"Unit." One of the thirty five (35) Units comprising the Condominium formed pursuant to the Declaration, as depicted on the Floor Plans, and as more particularly defined in Article 5 of the Declaration.

"Unit Facilities." All personal property and fixtures now or hereafter existing in, on or under the Land, any buildings or improvements thereon or on the Units, and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance or safety of the Property.

"Unit Owner." Any Person who holds fee title of record to a Unit at the time in question.

"Unsold Unit." Any Unit owned by Sponsor or its designee at the time in question.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

This description is intended to outline generally the nature of the work, materials and equipment and to indicate the contemplated character of the Project, but shall not be interpreted as enlarging in any manner, directly or by reference, the obligations or liability of the Sponsor as set forth in this Plan. A more detailed description and floor plans are set forth in the "Description of Property and Specifications" in Part II of this Plan.

PASCAL is located at 333 - 339 East 109th Street, New York, New York 10029. The current New York County tax map block and lot designation is Block 1681, Lots 17, 18 and 19. The current zoning classification of the site is R7-A as designated on Map 6B of the 1961 Zoning Resolution (ZR), which map was last amended on September 15, 1983. The Condominium will consist of an 8-story building of fireproof construction containing forty Residential Units and related Common Elements. Most units will include a private balcony as a Limited Common Element, and all units will have access to the following Common Elements: A rooftop patio of approximately 666 square feet; a fitness center; a rear yard which contains a basketball court, a spa, and a barbeque area; and a virtual doorman service. The Condominium will not include parking facilities.

The Sponsor will improve the Property and construct the Units in accordance with all applicable requirements of the New York City Administrative Code and any other applicable zoning and building laws and requirements. The Building is located on East 109th Street, a public street maintained by the City of New York. The specifications for the construction of the Units are set forth in detail in the Description of Property and Specifications in Part II of the Plan. The floor plans for each Unit are reproduced immediately following that section of Part II.

Under the present construction schedule, it is anticipated that the Condominium will be substantially completed by September 1, 2010, 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 the elements, or any other cause over which Sponsor has no control.

The Sponsor reserves the right to amend or modify in any way the plans and specifications (including changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances,

equipment and fixtures set forth herein or in Exhibit D to Part II of this Plan, materials, appliances, equipment and fixtures of equal or better quality, provided only that any necessary approval of any governmental authority having jurisdiction there over is first obtained. Any of the foregoing amendments or changes may be made without prior notice or amendment to the Plan. All references in this Plan to "Plans and Specifications" shall mean the aforesaid plans and specifications for the Project prepared by the Sponsor's Architects and Engineers as the same may have, from time to time, been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the provisions of this paragraph.

LOCATION & AREA INFORMATION

PASCAL was crafted with an intuitive understanding of appeal and functionality and lives in harmony within its history-rich neighborhood.

A chic boutique-style residence featuring 35 unique dwellings with no more than five units per floor to ensure that building life remains intimate. In keeping with the creative intimacy of the developer's vision, most of the homes have private outdoor space and all have access to a common roof deck.

Luxury new condominiums, fabulous conversions and vintage townhouses abound in this dynamic neighborhood. Here, conveniently nestled between Central Park and the East River, people live to be in the rhythm of the city.

There are endless treasures to be discovered as you stroll through the area's tree-lined streets. Central Park is claimed unanimously as one of the most desirable destinations. The Charles A. Dana Discovery Center serves as the Upper Park's visitor center and has a wide variety of community programs, while the Conservatory Garden provides a six-acre blossoming oasis away from the bustle.

For those aquatically inclined, the East River boathouse features superior recreational activities. Imagine yourself rowing and sailing with a spectacular view of the Upper East Side skyline.

The local restaurants are seemingly infinite – delightful neighborhood eateries mingle perfectly with fine cuisine. Enjoy casual Mexican food at La Hacienda or El Paso Taqueria. Savor the buttery indulgences at La Tropezienne, an authentic French bakery. Capture times gone by at jazz supper club Creole. Perhaps, languor over old world pizza and wine at Frank Pellegrino's famous Rao's or the original Patsy's.

The shopping is irresistible for fashionistas. Some of the city's most dramatic new designers have made their homes and workshops here. For more practical necessities, Costco and The Home Depot are reported future anchor tenants at the East River Plaza undergoing construction.

For the ultimate fine art experience, each June, the neighborhood plays host to Galeria 106, an inspiring street fair featuring rising artists. Nearby El Museo del Barrio, an important stop on Manhattan's Museum Mile, features ongoing exhibits and events representing the entire timeline of art and culture from the Caribbean and Latin America.

Easy access to mass transit and the FDR Drive add yet another appealing aspect to the location. There are also unparalleled prices on parking garages within a few blocks.

The building is presently zoned D-1 for residential use.

OFFERING PRICES AND RELATED INFORMATION
SCHEDULE A - 333-339 East 109th street
Projected charges are for the twelve-month period beginning September 1, 2010

Unit	Number of Bedrooms/ Bathrooms	Approximate Area of Unit (Square feet)	Offering Price	Percentage of Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes Assuming Real Estate Tax Benefits	Projected Annual Real Estate Taxes Assuming Real Estate Tax Benefits	Projected Monthly Real Estate Taxes Assuming No Real Estate Tax Benefits	Projected Annual Real Estate Taxes Assuming No Real Estate Tax Benefits	Projected Monthly Carrying Charges Assuming Real Estate Tax Benefits	Projected Monthly Carrying Charges Assuming No Real Estate Tax Benefits
	A	B	C	D	E	F	F	G	G	H	H
1A	1 / 1	655	$276,500	2.210	$270.40	$13.73	$164.77	$331.89	$3,982.63	$284.13	$602.29
1D	1 / 1	611	$365,500	2.430	$297.37	$12.81	$153.70	$346.19	$4,154.29	$310.18	$643.56
1E	1 / 2	727	$395,250	2.756	$337.19	$15.24	$182.88	$383.05	$4,596.65	$352.43	$720.25
2A	1 / 1	626	$335,750	2.357	$288.42	$13.12	$157.47	$346.74	$4,160.90	$301.55	$635.17
2C	1 / 1	690	$361,250	2.568	$314.21	$14.46	$173.57	$355.96	$4,271.49	$328.67	$670.17
2D	2 / 1	834	$466,650	3.206	$392.37	$17.48	$209.79	$430.23	$5,162.76	$409.85	$822.60
2E	2 / 2	907	$480,250	3.394	$415.29	$19.01	$228.16	$441.78	$5,301.35	$434.30	$857.07
3A	1 / 1	626	$352,750	2.415	$295.56	$13.12	$157.47	$350.73	$4,208.75	$308.68	$646.28
3B	1 / 1	647	$352,750	2.456	$300.51	$13.56	$162.75	$347.98	$4,175.74	$314.07	$648.48
3C	1 / 1	677	$365,500	2.557	$312.93	$14.19	$170.30	$359.81	$4,317.67	$327.12	$672.73
3D	2 / 1	834	$466,650	3.206	$392.37	$17.48	$209.79	$432.15	$5,185.82	$409.85	$824.52
3E	2 / 2	907	$480,250	3.394	$415.29	$19.01	$228.16	$443.71	$5,324.47	$434.30	$858.99
4A	1 / 1	626	$357,000	2.430	$297.34	$13.12	$157.47	$352.66	$4,231.87	$310.46	$649.99
4B	1 / 1	647	$357,000	2.470	$302.29	$13.56	$162.75	$349.91	$4,198.86	$315.85	$652.19
4C	1 / 1	677	$369,750	2.572	$314.71	$14.19	$170.30	$361.87	$4,342.46	$328.90	$676.58
4D	2 / 1	834	$471,750	3.224	$394.51	$17.48	$209.79	$434.08	$5,208.94	$411.99	$828.59
4E	2 / 2	907	$484,500	3.408	$417.07	$19.01	$228.16	$445.63	$5,347.59	$436.08	$862.70
5A	1 / 1	626	$361,250	2.444	$299.12	$13.12	$157.47	$354.58	$4,254.99	$312.24	$653.70
5B	1 / 1	647	$361,250	2.485	$304.07	$13.56	$162.75	$351.83	$4,221.98	$317.63	$655.90
5C	1 / 1	677	$374,000	2.586	$316.49	$14.19	$170.30	$363.80	$4,365.58	$330.68	$680.29
5D	2 / 1	834	$476,000	3.238	$396.29	$17.48	$209.79	$436.14	$5,233.72	$413.78	$832.44
5E	2 / 2	907	$488,750	3.423	$418.85	$19.01	$228.16	$447.70	$5,372.38	$437.86	$866.55
6A	1 / 1	626	$365,500	2.459	$300.90	$13.12	$157.47	$356.64	$4,279.72	$314.03	$657.55
6B	1 / 1	647	$365,500	2.499	$305.85	$13.56	$162.75	$353.89	$4,246.71	$319.42	$659.75
6C	1 / 1	677	$378,250	2.601	$318.28	$14.19	$170.30	$365.72	$4,388.64	$332.47	$684.00
6D	2 / 1	834	$480,250	3.253	$398.08	$17.48	$209.79	$438.07	$5,256.84	$415.56	$836.15
6E	2 / 2	907	$493,000	3.437	$420.63	$19.01	$228.16	$449.62	$5,395.44	$439.65	$870.25
7A	1 / 1	726	$454,750	2.958	$361.92	$15.22	$182.63	$413.45	$4,961.36	$377.14	$775.37
7C	1 / 1	715	$450,500	2.922	$357.54	$14.99	$179.86	$409.46	$4,913.52	$372.53	$767.00
7D	2 / 1	820	$480,250	3.226	$394.78	$17.19	$206.27	$435.45	$5,225.44	$411.97	$830.23
7E	2 / 1	807	$476,000	3.186	$389.93	$16.92	$203.00	$426.10	$5,113.24	$406.85	$816.03
PH A	1 / 1	726	$437,750	2.899	$354.79	$15.22	$182.63	$386.76	$4,641.16	$370.01	$741.55
PH C	1 / 1	720	$437,750	2.888	$353.37	$15.09	$181.12	$385.11	$4,621.37	$368.47	$738.49
PH D	2 / 1	820	$484,500	3.241	$396.56	$17.19	$206.27	$437.38	$5,248.56	$413.75	$833.94
PH E	2 / 1	807	$480,250	3.201	$391.71	$16.92	$203.00	$428.03	$5,136.30	$408.63	$819.74
Totals		25,955	$14,584,550	100.00	12,237.00	$544.08	$6,529.00	$13,754.10	$165,049.18	$12,781.08	$25,991.10

NOTES TO SCHEDULE A:

(A) The number of bedrooms and number of baths were calculated by counting each bedroom as one bedroom and each full bathroom as one bath.

(B) The area of each Unit was calculated by approximate measurements (within reasonable tolerances) from the exterior surfaces of the exterior walls of the Unit, or where walls are shared by two Units, from the midpoints of such shared walls. Actual useable square footage is less than the square footage set forth in Schedule A due to square footage being calculated from the exterior surfaces of the exterior walls of the units, and from the midpoints of shared walls. SQUARE FOOTAGE CALCULATIONS ARE APPROXIMATE AND ACTUAL USABLE SPACE IN THE UNITS MAY BE LESS THAN THE DIMENSIONS SET FORTH IN SCHEDULE A. ANY POTENTIAL PURCHASER IS ADVISED TO CONSULT WITH HIS OR HER OWN ARCHITECT OR ENGINEER PRIOR TO EXECUTING A PURCHASE AGREEMENT.

(C) The prices and terms of sale for these Condominium Units are negotiable and may be changed. See "Changes in Prices and Units" in Part I of this Plan. The Purchaser will also have to pay certain closing costs and adjustments, as set forth in "Unit Closing Costs and Adjustments" in Part I of this Plan.

(D) The percentage of interest in the Common Elements applicable to each Unit was determined by Sponsor 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, pursuant to Real Property Law Section 339-i(1)(iv).

(E) Based upon Budget for First Year of Condominium Operation prepared by Sponsor and included in this Plan as Schedule B. Schedule B presents estimates, not guaranteed amounts. Estimated Common Charges include gas for heating the Common Elements, water and sewer charges, general insurance and legal and audit fees, as well as electricity, repairs and maintenance of the Common Elements and Limited Common Elements (except as attributed to the Owner of the Unit to which such Limited Common Elements are appurtenant; see Article 5 of the By-Laws in Part II of this Plan).

Estimated Common Charges include operating expenses. They do not

include the cost of electricity and gas for each of the individual Units, which shall be separately metered and billed; such charges will be the responsibility of each Unit Owner. See Schedule B-1 for the estimated consumption and costs of such items. In addition, each Unit Owner will be responsible for the cost of interior repairs in, and the maintenance, painting and decoration of his or her Unit (including, without limitation, the equipment and appliances contained therein, even if initially provided by Sponsors and included in the purchase price), as well as the cost of any insurance covering (i) his/her furniture, belongings, equipment and other personal property and (ii) liability to others for personal injury or property damage occurring within his/her Unit. Further, the debt service payable by a Purchaser obtaining his/her own financing shall be the responsibility of such Purchaser and the same is not included in the estimated Common Charges but shall be in addition thereto.

Areas of the Building not set forth herein as belonging or appurtenant to a Unit are called "Common Elements." The Common Elements are owned by the Condominium; the General Common Elements are to be maintained by the Condominium.

Balconies and terraces, as shown on the Floor Plans attached hereto, shall be deemed Limited Common Elements appurtenant to individual Units. The Unit owners shall be responsible for the normal and usual structural repair and maintenance of same as provided in the Declaration. Anything to the contrary herein notwithstanding, the use of Limited and Common Elements by Unit Owners shall be subject to the following conditions and limitations:

The Condominium and its agents shall have access to and use of the Limited and Common Elements for the following purposes:

(i) For inspection, repair and maintenance, to the extent that same affect the repair and maintenance of the Building's structure; including access to the roof for the purpose of inspecting and maintaining the chimney and any equipment or Building systems located on or near the roof;

(ii) For ingress and egress to and from the Building in case of fire or other emergency;

(iii) For any purpose as required by law, appropriate governmental rule or regulation or the Building's Certificate of Occupancy.

The provisions of this Note shall be set forth in the Declaration of the Condominium.

The actual first year of operation may begin earlier or later than September 1, 2010. If the first year of operation begins later Common Charges may be higher.

IN THE EVENT THAT THE PROJECTED COMMENCEMENT OF THE BUDGET YEAR DIFFERS FROM THE ANTICIPATED DATE SET FORTH HEREIN, THIS PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET DISCLOSING THE THEN CURRENT PROJECTIONS. IF SUCH AMENDED PROJECTIONS EXCEED THE ORIGINAL PROJECTIONS BY 25% OR MORE, AS BUDGETED, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT TO RESCIND HIS/HER PURCHASE AGREEMENT AND ANY DEPOSIT PAID THEREUNDER WILL BE RETURNED PROMPTLY, PLUS INTEREST, IF ANY. SAID RIGHT OF RESCISSION MUST BE EXERCISED WITHIN FIFTEEN DAYS FROM THE DATE OF SERVICE OF SUCH AMENDMENT ON THE PURCHASER.

(F) These estimates reflect the opinions of Ben Rottenstein Associates Inc., real estate tax consultants, expressed in an opinion letter dated November 12th 2009 based on a thorough review of relevant information provided by Sponsor, included below at "Opinions of Counsel" in Part I of this Plan. After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes, and the Unit owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. The projections in this Schedule are based on a projected assessed valuation following completion of construction of $1,246,500.90, and the 2009/2010 Tax Class 2 tax rate of $13.050 per $100.00 of assessed valuation.

THE TAXES AS SET FORTH ON SCHEDULE A ARE ESTIMATES. THE CITY OF NEW YORK MAY ASSESS EACH UNIT ON A BASIS THAT DIFFERS FROM THE ALLOCATION OF COMMON INTERESTS, AND TAXES MAY BE EITHER HIGHER OR LOWER THAN REFLECTED IN SCHEDULE A. ALSO DUE TO POSSIBLE INCREASES IN THE TAX RATE AND/OR POSSIBLE FURTHER INCREASES IN THE PROPERTY'S ASSESSED VALUATION, REAL ESTATE TAXES MAY BE HIGHER IN FUTURE YEARS THAN AS SET FORTH ABOVE. NO WARRANTY IS OR CAN BE MADE BY SPONSOR OR ANY OTHER PERSON THAT THE N.Y.C. DEPT. OF HOUSING PRESERVATION AND DEVELOPMENT OR THE N.Y.C. REAL PROPERTY ASSESSMENT DEPARTMENT, OR ANY OTHER

AGENCY WITH JURISDICTION, WILL NOT IMPOSE HIGHER TAXES THAN ESTIMATED HERE, AND NEITHER THE SPONSORS NOR THEIR COUNSEL SHALL BE LIABLE IF, BECAUSE OF CHANGE IN LAWS AND/OR REGULATIONS OR IN THE INTERPRETATION OF LAWS AND/OR REGULATIONS (OR, AS TO RICHARD L. YELLEN & ASSOCIATES, LLP, BECAUSE THE FACTS REPRESENTED BY SPONSORS PROVE INCORRECT), TAXES PROVE TO BE HIGHER THAN ESTIMATED IN THIS PLAN. SHOULD TAXES DIFFER IN WHOLE OR IN PART FROM THE SCHEDULE A ESTIMATES, UNIT OWNERS WILL BE RESPONSIBLE FOR ALL OF THE TAXES DUE AND OWING ON THEIR RESPECTIVE UNITS.

The Sponsor has applied for a partial real estate tax exemption for the Condominium under Section 421-a of the Real Property Tax Law, and has been granted a preliminary Section 421-a part real estate tax exemption (a copy of which is reproduced in the Section "Real Estate Taxes" located in Part I of this Plan). Sponsor has included a schedule of those tax benefits, as they apply to the individual Units, in the Real Estate Taxes Section of this Plan in the form of an opinion letter provided by Ben Rottenstein Associates, Inc., a real estate tax consulting firm., Section 421-a exempts the Units from real estate tax to the extent of the increase in assessed valuation resulting from the construction of the improvement thereon (i.e., the assessed valuation above the pre-construction assessed valuation) according to a phased schedule of diminishing benefits over a period of ten (10) years. Following the ten (10) year exemption period, each Unit Owner will pay real estate taxes based on the full assessed valuation of his Unit and the tax rate then in effect, without the benefit of any exemption.

(G) In the event that, notwithstanding Sponsor's application for a Section 421-a tax exemption, and the opinion of Ben Rottenstein Associates Inc., the real estate tax benefits are ultimately not obtained, each Unit Owner would be assessed real estate taxes based on the then current tax rate applied to the post-construction assessed valuation. See Sections entitled "Real Estate Taxes," "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" and "Opinion of Counsel" in Part I of this Plan.

Under the present income tax laws, the amount shown on Schedule A as projected monthly real estate taxes should be deductible for income tax purposes. (See Sections entitled "Real Estate Taxes," "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" and "Opinion of Counsel" in Part I of this Plan, and the limitations discussed therein.) Deductions may vary in future

years resulting from the expiration of real estate tax benefits or from changes in the assessed valuation, the tax rate or the method of assessing real property or condominium units, as well as changes in the interest rate on the Unit Owner's mortgage (if any), or from changes in the allocation of constant debt service payments to interest and principal.. IT IS RECOMMENDED THAT A PURCHASER CONSULT WITH HIS/HER OWN ATTORNEY OR FINANCIAL ADVISOR BEFORE PURCHASING A UNIT AND PROVIDE HIM/HER WITH A COPY OF THIS OFFERING PLAN.

(H) Total Monthly Carrying Charges are the sum of Monthly Common Charges and Monthly Real Estate Taxes, sums set forth in the Columns so designated of this Schedule A.

SCHEDULE B

PASCAL

Projected Budget for First Year of Operation
September 1, 2010 – August 31, 2011

Income

Common Charges	$146,844

Expenses

Labor (1)	$ 13,000
Heating and hot water (2)	$ 21,498
Utilities (3)	$ 26,603
Water and Sewer (4)	$ 20,006
Repairs, maintenance and supplies (5)	$ 7,500
Service Contracts (6)	$ 14,470
Insurance (7)	$ 14,873
Management fees (8)	$ 13,000
Legal fees and Audit fees (9)	$ 1,250
Other (10)	$ 840
Franchise Tax (11)	$ 455
Contingency/Reserve Fund (12)	$ 13,349
Total Expenses	$146,844

Note: All figures are rounded to the nearest dollar.

IF THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION IS TO BE DELAYED MORE THAN SIX (6) MONTHS BEYOND THE BUDGET YEAR PROJECTED IN THE OFFERING PLAN, THE PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET DISCLOSING CURRENT PROJECTIONS. IF SUCH AMENDED PROJECTION EXCEEDS ORIGINAL PROJECTIONS BY 25% OR MORE, THE SPONSOR MUST OFFER ALL PURCHASERS THE RIGHT TO RESCIND IN A REASONABLE PERIOD OF TIME THAT IS NOT LESS THAN 15 DAYS AFTER THE DATE OF PRESENTATION OF SAID AMENDED BUDGET, TO EXERCISE SAID RIGHT, WHETHER OR NOT SPONSOR OFFERS TO GUARANTEE THE PREVIOUS BUDGET PROJECTION. SPONSOR MUST RETURN ANY DEPOSIT OR DOWN-PAYMENT TO A PURCHASER WHO RESCINDS WITHIN 10 DAYS AFTER RECEIPT OF NOTICE OF RESCISSION.

ADDITIONALLY, PURCHASERS WILL BE OFFERED THE OPPORTUNITY TO RESCIND THEIR PURCHASE AGREEMENT IN THE EVENT CLOSING DOES NOT OCCUR WITHIN 12 MONTHS FROM THE COMMENCEMENT DATE OF THE PROJECTED BUDGET.

NOTES TO SCHEDULE B

1. The budgeted figure anticipates one part-time superintendent at an annual salary of $13,000.00 per year. The estimate includes FICA; New York State unemployment insurance; Federal unemployment insurance; workers compensation and disability. The budgeted figure anticipates use of a non-union superintendent. Use of union personnel would result in a higher annual cost, and would require a concomitant increase in the common charges. The level of staff complies with all applicable housing and labor laws.

2. The cost of hot water for the entire building is a common charge and is based on an estimate by Athwal and Associates, Inc., 171 Madison Avenue, Suite 308, New York, New York 10016. This estimate is based on normal estimated domestic use (washing, bathing, etc.) for a family of 2 at 74 gallons per Unit per day for a One Bedroom and for a family of 4 at 148 gallons per Unit per day for a Two Bedroom. Total load is 5,446 therms, based on a gas rate of $1.70 per therm, the total cost $9,258.20. Two gas-fired hot water heaters will provide all Units with hot water. The actual cost is highly dependent both on the number of people located in the various Units and their patterns of usage.

   Heating costs for the common areas of the building is a common charge, and is based on a gas furnace heating capacity of 250,000 BTU. The approximate gas consumption is 720,000 CFH; with a gas rate of $1.70 per therm the annual cost would be $12,240.00.

   The budget does not reflect any expense for heating individual Units. Each Unit will be served by its own separate heating facility, costs to be paid separately by each Unit Owner. See Schedule B-1.

3. Electricity costs for the common areas are based on an estimate by Athwal and Associates, Inc., 171 Madison Avenue, Suite 308, New York, New York, 10016, of 139,361 kilowatts hours per year at a rate of .115 cents per kilowatt hour, totaling $16,026.52; the demand charge is $8,520.86 (69.1 kw @ 40% DF; 27.64 kw @ $25.69 kw/month x 12) plus sales tax at 8.375% equals $2,055.84; annual total electricity cost would be $26,603.22. The actual cost is highly dependent on occupants' usage.

4. Water is supplied to the building by the City of New York through a single water meter serving the entire building. Projected water and sewer costs are based upon a current New York City estimate of 80 Gallons per person, per day times 98 people estimated occupancy (2 people in a One Bedroom and 4 people in a Two Bedroom), yielding an annual water use of 2,861,600 gallons at the current combined water and sewer rate of $5.23 per 100 cubic feet.

5. Projected costs of building repairs and maintenance are based on an estimate from Quantum Property Management LTD 2269 Saw Mill River RD. Building 2, Second Floor, Elmsford, NY 10523. The budgeted figure is based on normal maintenance and repairs to the common elements of the building and its systems and equipment. Insofar as this is a newly constructed building it is not anticipated that any major repairs will be required. The budgeted figure includes such items of regular maintenance as cleaning, painting and minor mechanical, carpentry, or electrical work in the Common Elements. Individual Unit owners will be responsible for the cost of interior repairs to their Units, including repairs to Unit appliances, and of decorating and repainting.

   Costs of supplies for common areas have also been estimated by Quantum Property Management LTD 2269 Saw Mill River RD. Building 2, Second Floor, Elmsford, NY 10523. These include replacement of items expected to be consumed in the normal course of building operation, including light bulbs, cleaning supplies, paints and hardware items.

6. Based on an estimate received from Quantum Property Management LTD 2269 Saw Mill River RD. Building 2, Second Floor, Elmsford, NY 10523 for the following contracts:

   - Contract for maintaining the building's elevator by Precision Elevator Corp, 257 51st Street Brooklyn, NY 11220 $3,600.00 per year.
   - Exterminator contract, $720.00 per year for monthly service.
   - Contract for monitoring fire alarm, $1,200.00 per year.
   - Contract for inspecting fire pump, $1,450.00 per year.
   - Contract for HVAC unit in common area, $1,500 per year.
   - Contract for Cyber Doorman Services, $6,000 per year.

7. Insurance: Ashley Page International Insurance Brokers, 90 Broad Street, Suite 1503, New York, New York 10004, has estimated the cost of coverage for the building as follows:

Building	$6,100,000.00 "All Risk" agreed amount, Replacement Value
Liability	$1,000,000 per occurrence, $2,000,000 Aggregate
Deductible	$5,000
Personal and Advertising Injury	$1,000,000
Products-Completed Operations Aggregate	$2,000,000
Fire Damage to Rented Premises	$50,000
Medical Expenses	$5,000
Directors and Officers	$1,000,000
Loss of Rental Income	$275,000

The insurance company has advised the Sponsor that in its opinion the amount of coverage is adequate to rebuild the building structure if totally destroyed by any insured peril; however, the policy does not guarantee the replacement of individual fixtures and improvements installed by individual Unit owners. This policy waives a standard co-insurance clause, so that no insured thereunder shall be a co-insurer. The policy will provide that:

(i) each Unit owner will be an additional insured;
(ii) there will be no cancellation without notice to the board of managers and individual Unit owners;
(iii) subrogation will be waived;
(iv) invalidity due to acts of the insured and of individual Unit owners will be waived;
(v) pro rata reduction will be waived if individual Unit owners obtain additional individual coverage.

The policy does not include umbrella coverage, boiler coverage, or blanket fidelity, which can be provided at extra cost. Purchasers are advised of the

desirability of obtaining additional insurance at their own cost and expense to cover such risks as fire and casualty losses to Unit contents, replacements, additions, upgraded fixtures and improvements, and liability coverage for occurrences within the Unit or, where applicable, on the limited common elements appurtenant to individual Units.

8. Based on an estimate for management services received from Quantum Property Management LTD 2269 Saw Mill River RD. Building 2, Second Floor, Elmsford, NY 10523, who will manage the building for the first year of condominium operation for the budgeted figure.

   Management activities will include maintenance of checking and savings accounts for the condominium; collection of monthly common charges; payment of all condominium bills; supervision and payment of building employees; building maintenance, cleaning the building and transporting the refuse from the refuse rooms or designated areas to the outside of the building, review and resolution of any problems arising in the day-to-day operation of the building; compliance with all government laws and regulations affecting building operation, ownership and maintenance; filing of annual tax returns; enforcement of condominium-adopted rules and regulations, including enforcement of maintenance obligations; seizure and sale of delinquent Units; and response to individual Unit owner complaints, questions or issues. Any additional issues or problems arising out of operation, maintenance, ownership and occupancy of the building will be dealt with by the Board of Managers. Sponsor reserves the right to retain a different managing agent, provided the cost is not substantially higher than as projected herein, and the services are not substantially different.

9. Services for legal counsel who interpret legal documents or undertake collections of past due assessments are budgeted at $500. If an assessment proceeding against a Unit Owner is successful, the Unit Owner is responsible for legal fees and expenses of such proceeding. Accounting records will be reviewed by a certified public accountant annually, who will prepare financial statements for the Condominium at a cost of $750. The foregoing is based on a quotation from Nelson Shapiro, CPA., 2005 Merrick Road #326, Merrick, New York 11566-4644.

10. Based on an estimate of $35.00 per month for each of two telephone lines: one for the emergency phone in the building's elevator and one for the building's fire alarm system.

11. Based on New York State Franchise Tax of $155.00 and New York City Franchise Tax of $300.00.

12. This item is to provide for possible increases in one or more items of operating expense above the amounts projected or for unanticipated expenses. The basis of the figure projected for this item is approximately ten percent (10%) of the entire budget. The budget may be modified from time to time prior to the commencement of, or during, condominium operation to add new items of expense or to increase one or more items of operating expense. The funds for such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense, or both. This fund can also be used as a reserve to pay for periodic capital replacements or repairs. At this time, the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation.

SCHEDULE B-1

ESTIMATED ANNUAL COSTS OF ELECTRICITY AND GAS HEAT FOR INDIVIDUAL UNITS

UNIT	GAS HEAT	ELECTRICITY	
			Kwh
1A	$1,147.68	$1,661.46	6,922.92
1D	$1,147.68	$1,661.46	6,922.92
1E	$1,205.46	$1,689.96	7,041.72
2A	$1,147.68	$1,661.46	6,922.92
2C	$1,205.46	$1,689.96	7,041.72
2D	$1,276.20	$2,327.52	9,678
2E	$1,312.08	$2,340.82	9,753.6
3A	$1,147.68	$1,661.46	6,922.92
3B	$1,147.68	$1,661.46	6,922.92
3C	$1,205.46	$1,689.96	7,041.72
3D	$1,276.20	$2,327.52	9,678
3E	$1,312.08	$2,340.82	9,753.6
4A	$1,147.68	$1,661.46	6,922.92
4B	$1,147.68	$1,661.46	6,922.92
4C	$1,205.46	$1,689.96	7,041.72
4D	$1,276.20	$2,327.52	9,678
4E	$1,312.08	$2,340.82	9,753.6
5A	$1,147.68	$1,661.46	6,922.92
5B	$1,147.68	$1,661.46	6,922.92
5C	$1,205.46	$1,689.96	7,041.72
5D	$1,276.20	$2,327.52	9,678
5E	$1,312.08	$2,340.82	9,753.6
6A	$1,147.68	$1,661.46	6,922.92
6B	$1,147.68	$1,661.46	6,922.92
6C	$1,205.46	$1,689.96	7,041.72
6D	$1,276.20	$2,327.52	9,678
6E	$1,312.08	$2,340.82	9,753.6
7A	$1,205.46	$1,689.96	7,041.72
7C	$1,205.46	$1,689.96	7,041.72
7D	$1,276.20	$2,327.52	9,678

7E	$1,276.20	$2,327.52	9,678
PHA	$1,205.46	$1,689.96	7,041.72
PHC	$1,205.46	$1,689.96	7,041.72
PHD	$1,276.20	$2,327.52	9,678
PHE	$1,276.20	$2,327.52	9,678

The foregoing Schedule was provided by Athwal and Associates, Inc., 171 Madison Avenue Suite 308, New York, New York, 10016, and represents an estimate only. Actual utility costs may vary, based on actual usage by the Unit Owner.

The estimate assumes the following:

(a) Estimated maintenance of 70 degree temperatures for 16 hours per day;
(b) Estimated maintenance of 60 degree temperatures for 8 hours per night;
(c) Current Con Edison rates of $0.24 per kilowatt hour;
(d) Current Con Edison rates of $1.70 per therm.

Taxes are based on current New York City and New York State sales taxes applicable to the sale of natural gas use for home heating purposes and to electricity.

The table includes only gas use for heating and does not include gas used for cooking or any other purpose.

LAW OFFICES OF
YEHUDA LICHTMAN

136-60 72nd Ave.
Flushing, New York 11367
(347) 960-8235
Cell: (917) 741-7574

COMPLIANCE WITH REAL PROPERTY LAW § 339-i

November 17, 2009

Pascal Condominium
337-339 East 109th Street
New York, New York 10029

Re: 337-339 East 109th Street, New York, New York
Condominium Offering Plan
Compliance with Real Property Law § 339-i

To whom it may concern;

I am an attorney representing the Sponsor in the preparation of this offering plan. I am not the selling agent or managing agent for this property, and I do not have any beneficial interest in the Sponsor or in the profitability of this project. I have been involved in the initial phases of development and in the preparation of legal work for many condominium offering plans in New York City and I have over four (4) years experience in this field. I have helped to advise developers and sponsors as to the allocation of common interests of condominiums as it relates to the value of such units.

The method selected for calculating the percentage of common interests in the condominium pursuant to Real Property Law Section 339-i(1) is subparagraph (iv), which provides:

> "(iv) the Common Interests of each of the Units have been allocated 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 percentages of interest in the common elements in this condominium have been allocated to the units in accordance with the above factors in compliance with Real Property Law Section 339-i(1)(iv).

Very truly yours,

Yehuda Lichtman

CHANGES IN PRICES AND UNITS

The prices set forth in Schedule A of this Plan may only be changed by a duly filed amendment to the Plan when a change in prices is an across-the-board increase or decrease affecting one or more Unit models, is to be advertised or is a price increase for an individual purchaser. However, prices and specified terms of sale are negotiable and Sponsor may enter into any agreements with an individual purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment. Moreover special work or extras ordered by an individual purchaser may increase the price of a Unit without the filing of an amendment.

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

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

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

PROCEDURE TO PURCHASE

A person desiring to purchase a Unit will be required to execute a Purchase Agreement. A Sample Purchase Agreement is contained in Part II of this Plan. Purchase Agreements will not be binding upon the Sponsor until approved and accepted by the Sponsor. The Purchaser is required to make a down payment in the amount of ten percent (10%) of the purchase price at the time he/she executes the Purchase Agreement, by check drawn to the order of "Richard L. Yellen & Associates, LLP, Attorney Escrow Account." Any down payments deposited on behalf of a purchaser of a Unit will be covered by FDIC insurance to a maximum of $250,000 through December 31, 2013. Coverage will thereafter revert to $100,000 per deposit. The Sponsor shall not be bound to make any modifications or changes, perform any special work, provide any different or additional appliances, equipment, furnishings or decoration, unless agreed to by the Sponsor in a written instrument which is incorporated as an addendum to the Purchase Agreement.

Escrow Trust Fund

Sponsor will comply with the escrow and trust fund requirements of Lien Law Section 71-a(3) and General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto. These provisions cannot be waived or modified. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance and defense of obligations arising from the handling or disposition of trust funds.

(A) All deposits, down payments, or advances made by Purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the Plan, must be placed within five (5) business days after the agreement is signed by all necessary parties, in a segregated special escrow account of Richard L. Yellen & Associates, LLP, the Escrow Agent, with offices at 111 Broadway, 11th Floor, New York, New York 10006. The funds will be deposited in HSBC Bank USA, 110 West Broadway, New York, New York 10013,where Escrow Agent has established a master escrow account entitled "Richard L. Yellen & Associates, LLP, Attorney Escrow Account" ("Master Escrow Account"). The signatories on this account authorized to release funds are Richard L. Yellen, Esq., and F. Jonathan Hutton, Esq., of Richard L. Yellen & Associates, LLP. The bank is covered by the federal bank deposit insurance to a maximum of $100,000.00 per individual deposit. All deposits, down payments, or

advances made by Purchasers prior to closing will be placed initially in the non-interest bearing portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status), as issued by the Internal Revenue Service, to Sponsor or Selling Agent at the time Purchaser tenders the down payment and the Purchase Agreement. If a down payment is accompanied by a completed and signed Form W-9 or Form W-8, the down payment will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8, the down payment will remain in the non-interest bearing portion of the Master Escrow Account. At such time as any such escrowed payment is released, the payment will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of the escrowed payment. All interest will be credited to Sponsor only in the event there is a "consummation of the Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts.

(B) Within ten (10) business days after tender of the deposit submitted with the Purchase Agreement, the Escrow Agent will notify the Purchaser that such funds have been deposited into the escrow account and will provide the account number. In the event Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, the Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within (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 and requisite notice was timely mailed to the Purchaser in conformity with the Attorney General's regulations.

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

(D) Under no circumstances shall Sponsor apply for release of the escrowed funds of a defaulting Purchaser until after consummation of the Plan. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL Section 362-h.

(E) The Escrow Agent will hold funds in escrow until otherwise directed in:

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

(ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained herein; or

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

(F) If there is no written agreement between the parties to release the escrowed funds, the Escrow Agent will not pay the funds to the Sponsor until the Escrow Agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter the funds may be paid to the Sponsor unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General's regulations and has so notified the Escrow Agent in accordance with such provisions.

(G) The Sponsor will not object to the release of the escrowed funds to:

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

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

(H) In the event of a dispute, Purchasers and the Escrow Agent shall apply to the Attorney General for a determination regarding the disposition of the down payment and any interest thereon. The Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is set forth in Part II of this plan. The party applying for determination must send all other parties a copy of the application.

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

(J) If the application permitting release of funds is granted, the deposit and any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted.

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

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

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

(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.

(M) 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 the Sponsor and the Purchaser.

(N) A copy of the escrow agreement which incorporates the terms of the Attorney General's regulations may be found in Part II of the Offering Plan.

(O) The Escrow Agent will maintain all records concerning the escrow account for seven years after the release of funds.

(P) Sponsor may apply to the Attorney General to use security in the form of a surety bond or a letter of credit in lieu of escrow of such funds upon showing of adequate insurance of such funds to the satisfaction of the Attorney General, in accordance with the Attorney General's regulations.

(Q) Sponsor must submit an affidavit which contains full information as to the proposed usage of such funds, the Sponsor's financing of construction work, expected completion date, the terms and conditions of the proposed surety bond or

letter of credit, and required undertakings and covenants.

General

If Purchaser fails to perform any of Purchaser's obligations under the Purchase Agreement, Sponsor may give written notice by certified mail, return receipt requested, to Purchaser of Sponsor's intention to cancel the Purchase Agreement if such default is not cured within thirty (30) days thereafter. If Purchaser fails to cure such default within such thirty (30) day period, Sponsor may, at its option, cancel the Purchase Agreement. If Sponsor so elects to cancel the Purchase Agreement, all amounts paid pursuant to the contract, together with any interest thereon, shall all belong to Sponsor and the rights, obligations and liabilities of both parties under the agreement and the Plan shall cease and terminate, provided that liquidated damages shall in no event exceed 5% of the offering price, plus interest that may have accrued thereon plus the actual cost of work specially performed by Sponsor for the Purchaser.

Certain of the Purchaser's obligations under the Purchase Agreement are "time of the essence," so that upon Purchaser's failure to strictly comply with the deadlines of such provisions, the Sponsor may cancel the Purchase Agreement and the Purchaser will forfeit his/her deposit, as well as the cost of any special work in the Unit ordered by the Purchaser.

After the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on all Purchasers stating the date of the first closing and setting the date for such closing. Such notice will be served in compliance with applicable regulations no less than thirty (30) days before the date set for the closing of the units. Sponsor may permit any Purchaser to waive this thirty (30) day provision.

Sponsor expects the first closing of a unit to occur on or before September 1, 2010. If such date is delayed twelve (12) months or more, Purchasers will be offered a right of rescission.

Each Purchaser is required to sign a power of attorney to the Board of Managers of the Condominium, which power of attorney must be signed, acknowledged and returned to the Sponsor within fifteen (15) days. The power of attorney (the form of which is reproduced in Part II of this Plan) empowers: (A) the Condominium Board, on behalf of all Unit Owners, (1) (a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to

sell, convey, transfer, assign, or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of the By-Laws, (c) to subject to a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage. or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, and (2) to execute, acknowledge and deliver (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 any governmental unit or agency or any other public authority having jurisdiction over the property and affairs of the Condominium, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate; and (B) the Sponsor, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionments of the Common Interests of the affected Unsold Units resulting therefrom, made by Sponsor or its designee in accordance with the Declaration or (2) shall be required by (a) an Institutional Lender, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interests of a Unit Owner's Unit, (ii) require a material, physical modification to the Unit Owner's Unit, or to the Common Elements or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Unit Owner's Unit, unless the Unit Owner (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. Failure to so return the power of attorney may result in a default under the Purchase Agreement.

At Sponsor's option, Purchaser will be afforded either (a) seven (7) days after delivery of an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded

promptly, or (b) three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement. The Purchaser must either personally deliver a written notice of rescission to the Sponsor within the seven (7) day period or mail the notice of rescission to the Sponsor and have the mailing postmarked within the seven (7) day period.

All risks of loss to the Unit by fire or other casualty prior to the conveyance of legal title to the Unit to the Purchaser are assumed by the Sponsor (without any liability or obligation by the Sponsor to repair or restore the Unit), unless and until a Purchaser takes actual possession of a Unit. In such event, Purchaser assumes any risk of loss not covered by insurance.

Although a Purchaser may obtain financing from a lending institution or any other source, Purchaser's obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent upon Purchaser obtaining financing for such purchase. Neither Sponsor nor Selling Agent makes any representations as to the terms of or availability of any mortgage financing. NO FINANCING IS BEING OFFERED BY THE SPONSOR. Purchaser should be aware that even if a loan commitment is obtained, its agreements may be limited and it could expire before the closing date.

The Purchase Agreement set forth in Part II of the Plan sets forth in detail the terms of sale with respect to each Unit and should be reviewed carefully by each prospective Purchaser and Purchaser's counsel. Any conflict between the Plan and the Purchase Agreement will be resolved according to the terms of the Plan. Sponsor will, within twenty days after receipt of a fully executed copy of the Purchase Agreement and the required deposit, either accept such Purchase Agreement and return a fully executed counterpart to the Purchaser, or reject the Purchase Agreement and refund the full deposit previously tendered. If the Sponsor fails to act within such twenty-day period, the Purchaser will have the option, by written notice within ten days thereafter, to withdraw his/her/its offer and receive a refund of the full deposit tendered.

The Purchase Agreement and Offering Plan shall not be amended to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

Sponsor will not permit the assignment or transfer of Purchase Agreements without Sponsor's written consent, in each instance in Sponsor's sole discretion.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchase Agreements may not be assigned or transferred by purchasers without the written consent of the Sponsor, which the Sponsor may grant or withhold in Sponsor's sole discretion, provided that consent shall not be granted or withheld on a discriminatory basis.

EFFECTIVE DATE

The offer to sell is contingent upon this Plan being declared effective and upon compliance with the relevant conditions and time periods described in this Plan. This Plan will be declared effective upon the date upon which there are valid and binding Purchase Agreements for 80% of the Units being offered for sale under the Plan, or, at the option of Sponsor, as required by the terms of Sponsor's construction financing, upon execution of Purchase Agreements by bona fide arms-length purchasers for at least eighteen (18), or fifty-one percent (51%), of the Units offered for sale under the Plan. There is no restriction on who the Lender may be. For the purpose of this Plan, a Purchase Agreement shall be valid and binding if executed by both a Purchaser and Sponsor. This Plan shall be declared effective by written notice to the Purchasers, served in accordance with applicable Department of Law regulations, stating that the Plan was declared effective on a particular date, the percentage used to declare the Plan effective and a list of the Units being counted to meet the minimum percentage for effectiveness. The closing of title to the first Unit shall not occur until (i) the Plan is declared effective and (ii) a confirming amendment submitted to the Department of Law within five days of the declaration is accepted for filing.

This Plan will not be declared effective based on Purchase Agreements: (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) if the Purchaser was not afforded a 7-day right of rescission after delivering an executed purchase agreement together with the required deposit or three (3) business days to review the Plan and all filed amendments; or (iii) with any Purchaser who is the Sponsor, the selling agent, or the managing agent or is a principal of the Sponsor, the selling agent or the managing agent or is related to the Sponsor, the selling agent or the managing agent or to any principal of the Sponsor, the selling agent or the managing agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide. This Plan may be abandoned by the Sponsor at any time prior to being declared effective. If this Plan is abandoned, all Purchasers will be promptly notified and all monies paid under the respective Purchase Agreements will be returned to them within thirty (30) days after abandonment with interest, if any. In addition, Sponsor will promptly submit an amendment to the Department of Law confirming such abandonment or will file a notice of abandonment on form RS-3 or such other form as the Department may require and explain the reason for such abandonment

and the disposition of all funds received.

Once the Plan has been declared effective, it may not thereafter be withdrawn or abandoned, except that prior to conveying title to the first Unit, the Plan may, at the option of the Sponsor, be withdrawn in the event of: (i) the existence of one or more defects in title affecting any one or more Units that cannot be cured without litigation or cannot be cured for less than ½ of 1% of the total offering amount; or (ii) substantial damage to or destruction of the Project or any portion thereof by fire or other casualty which cannot be cured for less than ½ of 1% of the total offering amount: or (iii) the taking of any material portion of the Property in condemnation proceedings or by eminent domain. The foregoing dollar amounts shall exclude attorneys' fees, or any such title defects or determination of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

TERMS OF SALE

Title to each Unit and its interest in the Common Elements will be conveyed by the Sponsor at the closing thereof by bargain and sale deed with covenants against grantor's acts, free and clear of all liens, encumbrances and other title exceptions other than the exceptions set forth in the Plan, or in the Purchase Agreement. The deed will be substantially in the form set forth in Part II of the Plan.

All risks of loss to the Unit by fire or other casualty prior to the conveyance of legal title to the Unit to the Purchaser is assumed by the Sponsor (without any liability or obligation by the Sponsor to repair or restore the Unit), unless and until a Purchaser takes actual possession of a Unit. In such event, Purchaser assumes any risk of loss not covered by insurance.

A closing will only take place concurrently with the issuance of a temporary or permanent certificate of occupancy for the Unit closed. All personal property located within the Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance unless specifically excepted in the Plan. Any materials and equipment used by Sponsor or its agents or contractors in the process of developing, selling and marketing the Project and the Units is specifically excepted.

The Declaration, By-Laws and Floor Plans for the Condominium and such other documents, as required by law, will be recorded prior to or contemporaneously with the first conveyance of title to a Unit in accordance with the New York Condominium Act in the Office of the New York City Register.

The Sponsor and each Purchaser will comply with the filing requirements of the New York State Department of Taxation and Finance and the New York City Finance Department regarding the New York State and New York City Real Property Transfer Taxes, which Transfer Taxes shall be paid at closing by the Purchaser of the Unit. Each Purchaser must cooperate in the execution, acknowledgment and filing of any forms, questionnaires or returns in connection therewith.

If existing mortgages or construction loans are not satisfied at or prior to the closing of the first Unit, at the time of conveyance of the first unit, each mortgagee will either: (a) consent to the formation of a condominium and acknowledge that

its lien will be limited to unsold condominium Units; (b) subordinate the lien of its mortgage to the declaration of condominium; or (c) release its lien on the condominium Unit being conveyed and its interest in the Common Elements.

UNIT CLOSING COSTS AND ADJUSTMENTS

The estimated closing costs, expenses and adjustments to be borne by each Purchaser of a Unit and to be paid at closing are as follows: (a) fees and expenses of Purchaser's attorney; (b) mortgage recording taxes of 2.05% (2.175% for a mortgage of $500,000 or greater) of purchaser's mortgage, if any (.25% of which is paid by the lending institution in most cases): (c) premiums for fee title and/or mortgage insurance if desired and/or required by Purchaser or his/her mortgage lender, if any, e.g. fee title insurance premium of $2,010.00 on a purchase price of $465,000, and $468.00 on $348,750 and mortgage title insurance premium (reflecting 70% discount assuming fee policy is purchased simultaneously) of $493.00 on a mortgage of $372,000, and $392.00 on $279,000 [see note below for a fuller discussion of the calculation of these premiums], plus any required additional endorsements (estimated at $100); (d) if desired by Purchaser and/or required by Lender, if any, title abstract and search fees (estimated at $295.00 - $350.00); (e) all charges of Purchaser's Lender, if any, including, without limitation, origination and appraisal fees, and charges for a credit report; (f) attorney fees of Lender, if any (estimated at $750-$1,250); (g) fees for recording the Deed, Mortgage (if any), Unit Power of Attorney, Form NYS-TP-584, NYC Real Property Transfer Tax Return, and other documents (estimated at $375.00 - $500.00); (h) Real Property Taxes, if any, apportioned as of date of closing; (i) Common Charges for the balance of the month in which title closes; (j) an initial capital contribution to the Condominium equal to two months' Common Charges for the Unit being purchased; (k) usual and ordinary adjustments for utilities, if any; (l) New York State Real Property Transfer Tax (currently imposed at the rate of two dollars per $500 of purchase price) and New York City Real Property Transfer Tax (currently imposed at the rate of 1% of the purchase price for sales up to $500,000 and 1.425% for sales above $500,000, plus a $75 filing fee), notwithstanding that such transfer taxes are statutorily the primary obligation of a seller; (m) the legal fee of Sponsor's attorneys ($1,800), plus, if applicable, extra closing fees of Sponsor's attorney by reason of (i) closing in a location other than the office of Sponsor's attorney ($250-$500, depending upon location), (ii) the adjournment by Purchaser or his/her Lender of a scheduled closing date on less than five days' notice ($250), and/or (iii); and (n) reimbursement to Sponsor of any mortgage tax credit available to the Purchaser. The above amounts are good faith estimates based on information currently available to the Sponsor. At the closing, Purchasers will ordinarily be required to advance to the Lender, if any, escrow for the reserves for taxes, assessments, water and sewer charges and insurance premiums.

[NOTE ON THE CALCULATION OF FEE TITLE AND MORTGAGE TITLE INSURANCE PREMIUMS:

A. If a Unit Purchaser elects to obtain fee title insurance, the premium paid will vary according to the purchase price and whether or not mortgage title insurance is obtained at the same time. Title insurance rates are set by the Title Insurance Rate Service Association, Inc. ("TIRSA"), as approved by the Superintendent of Insurance of the State of New York. Insurance rates quoted herein are those contained in the TIRSA Title Insurance Rate Manual in effect through February 11, 2002, and are subject to any increases filed by TIRSA and approved by the Superintendent of Insurance.

B. (i) The current rate for fee title insurance alone (i.e., without mortgage title insurance) is (a) for policies of $100,000 through $500,000, $542 for the first $100,000 of the purchase price and approximately $4.36 for each additional $1,000 or fraction thereof; (b) for policies of more than $500,000 through $1,000,000, $1,763 for the first $500,000 of the purchase price and approximately $3.98 for each additional $1,000 or fraction thereof; and (c) for policies of more than $1,000,000, $3,156 for the first $1,000,000 of the purchase price and approximately $3.66 for each additional $1,000 or fraction thereof.

(ii) The current rate for mortgage title insurance purchased at the same time as fee title insurance (mortgage lenders generally require this coverage) is (a) for policies of $100,000 through $500,000, $196 for the first $100,000 and $1.09 for each additional $1,000 or fraction thereof; (b) for policies of more than $500,000 through $1,000,000, $633 for the first $500,000 and $0.99 for each additional $1,000 or fraction thereof; and (c) for policies of more than $1,000,000, $1,130 for the first $1,000,000 and $0.92 for each additional $1,000 or fraction thereof.

C. Sponsor has designated Madison Title Agency, LLC, 1125 Ocean Avenue, Lakewood, New Jersey 08701, Ph (212) 808-9400 or (877) 4MADISON (462-3476), Fax (212) 808-9420, www.madisontitle.com, as the preferred title insurer for Units sold through this Plan. Madison Title Agency, LLC has committed to providing a bulk rate title insurance discount on policies issued for Units in the Pascal. The bulk rate discount is estimated to be approximately 20% less than standard title insurance rates on similar purchases. Notwithstanding the foregoing, Purchasers may use the title insurance company of their choice without incurring any additional charges from Sponsor

The following is an example of estimated closing costs for a typical Unit:

$ 418,500.00 Purchase Price
$ 334,800.00 Mortgage

A.	Mortgage Recording Tax	$ 6,863.40
B.	Title Insurance Premium (Fee: $1,840.00; Mortgage: $453.00)	2,293.00
C.	Abstract and Search Fees and Endorsements	395.00
D.	Sponsor Reimbursement - Plan and tax benefits	2,500.00
E.	Lender's Attorneys' Fees	900.00
F.	Recording Fees (Deed, Mortgage, Unit Power of Attorney)	375.00
G.	Initial Capital Contribution	623.78
H.	New York State Real Estate Transfer Tax	1,674.00
I.	New York City Real Property Transfer Tax	4,185.00
J.	Transfer Tax Filing Fee	75.00
K.	Sponsor's Attorneys' Fees	1,800.00
	TOTAL	$21, 684.18

In addition to the foregoing, the Purchaser may be responsible for real estate tax and utility adjustments (depending on date of closing), any fees charged by his/her own bank and his/her own attorney, and additional fees incurred because of untimely adjournment, change in closing location, etc.

From and after the closing of title to each Unit, the Purchaser will be obligated for the payment of Common Charges, real estate taxes and assessments, and all other expenses with respect to his/her Unit whether or not he/she has taken possession of the Unit, and whether or not all work required to be performed by the Sponsor or anyone else in or to his/her Unit or to the Common Elements has been completed. If Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, Sponsor will place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to unsold Units for the six-month period following the first closing. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable, and the Sponsor will be entitled to reimbursement from Unit Owners, at each subsequent Unit closing, to the extent of the actual assessment.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Subject to the terms and conditions of this Plan, the Sponsor has the following obligations, the performance for which no bond or other security will be furnished:

1. The Sponsor reserves the right to rent, rather than sell Units. The Sponsor will endeavor in good faith, however, to sell in a reasonably timely manner all residential Units to purchasers for the personal occupancy of purchasers or their immediate families. Sponsor's good faith efforts to sell to purchasers will include listing unsold Units with brokers, showing unsold Units to brokers and prospective purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities.

2. The Sponsor will, at its sole cost and expense and with reasonable diligence, perform or cause to be performed such work, and will supply or cause to be supplied all materials necessary to complete construction of the Condominium, substantially in accordance with the Plans and Specifications. The Sponsor reserves the right to substitute equipment or materials, and to make modifications of layout or design, provided, however, that Sponsor shall not: (1) substitute equipment or materials of lesser quality or design; or (2) change the size or location of Units, other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners consent in writing to such change and all affected contract vendees are given the right to rescind and receive the return of any deposit or down payment.

3. If a final Certificate of Occupancy and/or any other certificate or authorization required to permit the occupancy of a Unit shall not have been issued at the date of closing of title to such Unit, the Sponsor will obtain prior to the closing of the Unit a temporary or partial Certificate of Occupancy for the Unit to be closed and will secure a permanent Certificate of Occupancy for the Unit as expeditiously as possible after the closing of title (within an estimated 120 days but before expiration of any temporary Certificate of Occupancy, unless extended), and will, at its sole cost and expense, do and perform or cause to be done and performed all work and will supply or cause to be supplied all materials necessary therefor, except that if the Sponsor is unable to obtain such Certificate or authorization, or is required to incur additional costs or expense to obtain same, as a result of acts of or changes or special work requested by the Purchaser of such

Unit or by the Board of Managers (unless such Board was under the control of the Sponsor at the time such act, change or special work was authorized), then the Sponsor will be excused from obtaining the certificate or authorization and the party causing or requesting such acts or changes or special work will be responsible for obtaining the same at his/her, their or its own cost and expense.

4. If the closing on a Unit takes place prior to the issuance of a permanent Certificate of Occupancy for the Unit, Sponsor shall (1) maintain all deposits and funds in a specially segregated escrow account pursuant to Section 352-e(2)(b) of the General Business Law of the State of New York, unless the Sponsor's architect or engineer certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy, in which case the balance over the sum so certified may be released from the special escrow account; or (2) provide a certification that available construction loan proceeds will equal or exceed the amount so certified by Sponsor's architect or engineer; or (3) deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified, or provide other collateral acceptable to the Department of Law.

5. The Sponsor will deliver to the Board of Managers on behalf of Unit Owners an assignment of all assignable warranties and other undertakings received by the Sponsor from contractors, materialmen or others in connection with the construction and equipping of the Project except that warranties and undertakings which relate to equipment in individual Units will be delivered or assigned to each applicable Purchaser at or prior to the closing. All such warranties and undertakings will be delivered or assigned by the Sponsor promptly upon receipt by the Sponsor, if received after closing.

6. Sponsor shall not be obligated to correct or cause to be corrected any latent or patent defects in construction in a Unit or the Common Elements, or in the installation or operation of any mechanical equipment therein. However, in the event correction of a defect is covered under any guaranty or warranty given to Sponsor by the general contractor or construction manager (the "General Contractor") engaged by Sponsor to complete construction of the Building (or by any contractor or subcontractor engaged by the General Contractor or Sponsor), Sponsor may, but shall not be obligated to, apply to the General Contractor to correct the defect. In order for Sponsor to consider bringing the defect to the attention of the General Contractor, Sponsor must be notified in writing (i) by the Unit Owner to whom Sponsor sold a Unit, within two (2) months following the closing of the sale of the Unit to the Unit Owner if the defect concerns that Unit (or

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

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

Sponsor shall be deemed to have discharged any commitment it may have made or be deemed to have made with respect to curing defects, if 1) Sponsor is not notified of the defect within the time period set forth above, or 2) the Unit Owner, Purchaser or Board, as applicable, prevents Sponsor, Sponsor's contractors, agents or licensees and/or the Managing Agent access to the Building and/or the Unit where corrective work has been requested, or 3) Sponsor shall have corrected or caused to be corrected the defect in accordance with the practice of the industry as said practice is determined by Sponsor's General Contractor or architect or engineer, in its sole discretion. Sponsor makes no warranties as to kitchen appliances, except that it will assign to the Purchaser any manufacturer's warranties thereon and any manufacturer's warranties existing for other items in Purchaser's Unit to the extent same exist and are assignable.

Notwithstanding the foregoing, Sponsor shall not be responsible for correcting or repairing any defects in construction or defects in the installation or operation of any appliances (including, without limitation, kitchen appliances and washers and dryers), equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from manufacturers, contractors, material men or others, are assigned to either a Unit owner or the

Board of Managers. Also, Sponsor's undertaking to correct defects as described above, runs only, and is specifically limited, to Unit Owners who have purchased a Unit from Sponsor. It does not run to owners who purchased Units on resale by other Unit Owners, and Sponsor shall not be responsible for such correcting or repair to such owners who purchased Units on resale by other Unit Owners.

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

whether based on negligence, breach of contract, warranty or otherwise (except as Sponsor may be liable for by law).

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

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

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

Sponsor shall not be obligated to correct, repair or replace any defects relating to construction of the Units or Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. However, Sponsor is obligated, regardless of any limitations and disclaimers in this Plan, to construct the Building in accordance with applicable codes and filed plans and specifications for the Building. If there is any conflict between any such limitations and disclaimers and such obligation to construct in accordance with applicable codes and filed plans and specifications, such obligation shall prevail. 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.

7. The Sponsor will pay or cause to be paid all contractors and materialmen and all others involved in the construction and equipping of the Project, for work performed and fixtures, material and equipment supplied or installed in the construction thereof and will cause any and all mechanics' liens arising out of such construction and equipping to be discharged by bonding or otherwise promptly after the filing of any such liens.

8. After the issuance of a final Certificate of Occupancy, the Sponsor will deliver to the Board of Managers a set of 'as built' plans.

9. Except as set forth in "Unit Closing Costs and Adjustments" in Part I of this Plan, the Sponsor will bear all costs and expenses incurred by the Sponsor in connection with the creation of the Condominium and the preparation of this Plan and all selling expenses and compensation payable for sales or other personnel of the Sponsor.

10. The Sponsor will pay all common charges, special assessments and real estate taxes with respect to Unsold Units. Sponsor states that it has the financial resources to meet its obligations with respect to any Unsold Units. The source of such funding is projected sales of Units, and existing assets of Sponsor. No bond or other security has been or will be posted to secure Sponsor's obligations.

11. Sponsor will initially procure, as reflected in the budget for the first year of Condominium operation, fire and casualty insurance pursuant to a replacement cost policy, and $1,000,000 liability coverage. The costs of such policies are to be reimbursed by the Board of Managers. See Schedule B to this Plan.

12. Sponsor will keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's office or at another designated place for six years from the date of the final Unit closing.

13. The Sponsor and its contractors, subcontractors, agents and employees will have the right of access to each Unit and to all of the Common Elements for purposes of completing construction, marketing and sale of the Units and fulfilling the Sponsor's obligations hereunder, provided that requests for entry to a Unit, except in emergencies, shall be made in advance and that any such entry will be at

a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. The Sponsor may require that each Unit Owner shall deliver to the Sponsor or the Managing Agent (if any) a duplicate key to each exterior lock on such Owner's Unit and provide penalties for each Unit Owner's failure to do so. The Sponsor will be responsible for all damages to any Unit or to the Common Elements resulting from the exercise of such right of access, unless resulting from emergency entry and the Unit Owner has failed to provide a duplicate key. All repairs and replacements performed by the Sponsor as a result of any such damages will be substantially similar to the original construction and installation.

14. The Sponsor has reserved the unrestricted right to sell, assign, mortgage, lease or sublet any Unsold Unit for any legal purpose (subject to any use restrictions set forth in the By-Laws of the Condominium), and to mortgage, pledge or hypothecate said Unsold Units, at any time after the recording of the Condominium Declaration without first offering such Units for sale or lease to the Condominium, and to post signs on the Property for this purpose.

15. In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more units or twenty per cent (20%) or more of the total number of Units in the Condominium, whichever is less, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the offering plan, applicable laws or regulations.

16. Sponsor has obtained construction financing from Community Preservation Corporation, 3154 Albany Crescent, Bronx, New York 10463 ("CPC"). A Letter of Credit in the amount of $1,237,571 has been furnished to CPC to secure Sponsor's obligations. The construction loan terms require a minimum sale price on any unit sold as well as a minimum repayment prior to any unit sale as a condition to Lender's release of the mortgage lien on that unit.

The foregoing undertakings set forth the entire obligations of the Sponsor hereunder and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their Purchase Agreements. All representations under the offering Plan, all obligations pursuant to the General Business Law, and any additional obligations under the offering Plan which are to be performed subsequent to the closing date shall survive delivery of the deed for a period of one year, unless otherwise provided by law or

this Plan. The Sponsor shall not be liable for or obligated to defend any suits or claims or to indemnify the Board of Managers or the Unit Owners with respect to any Unit arising out of any occurrence taking place on or after the date of the closing of title to such Unit or, with respect to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except for suits or claims arising out of acts or omissions of the Sponsor or representations made by the Sponsor in this Plan, and, in such event, only for a period of one year, unless otherwise provided by law or this Plan.

Obligations of the Sponsor hereunder with respect to the Units shall be enforceable only by the Board of Managers on behalf of the Unit Owners affected, and with respect to the Common Elements, only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of the Sponsor be enforceable by individual Unit Owners.

For all purposes under this Plan, the issuance of (a) a final or permanent Certificate of Occupancy, and (b) a statement by the Sponsor's architect or engineer to the Sponsor that the Units and Common Elements have been completed substantially in accordance with the Plans and Specifications except for (i) such work in the public portions of the project as is customarily or necessarily left incomplete until after occupancy (which work will be completed with reasonable expedition) and (ii) special work in any Units to be done by or for the account of Purchasers or tenants thereof, shall be deemed and considered presumptive evidence that the Project has been fully completed in accordance with the Plans and Specifications. Such presumption, however, shall be without prejudice to any rights which the Board of Managers may have with respect to the Sponsor's obligation to cause defects in construction or materials to be corrected, as set forth above. Such statement by the Sponsor's architect or engineer shall neither constitute a representation by him to the Unit Owners or to the Board of Managers nor give rise to any claim by any Unit Owner or by the Board of Managers against the Sponsor's architect or engineer with respect to completion of construction or defects therein.

Sponsor or its agents will not discriminate against any person because of race, creed, color, sex, disability, sexual orientation, marital status or national origin.

CONTROL BY THE SPONSOR

The affairs of the Condominium shall be governed by the Condominium Board of Managers. Subject to the provisions for control by Sponsor set forth herein, from and after the holding of the first annual meeting of Unit Owners, the Board of Managers shall consist of five persons elected by Unit Owners and Sponsor. Until such time, the Board of Managers shall consist of three persons designated by the Sponsor. Within thirty calendar days after the earlier to occur of: (i) two years after the date of closing of title to the first Unit; or (ii) when the Unsold Units constitute less than fifty per cent (50%) of the common interests in the Condominium, the Sponsor shall call the first annual meeting of the Unit Owners for the purpose of electing the five-member Board of Managers. The Sponsor will be entitled, at such first annual meeting and thereafter, to cast votes attributable to any Units owned by the Sponsor. Section 4.8 of the By-Laws specifies that so long as Sponsor owns between twenty-five and fifty per cent of the common interests of all Units, Sponsor or its designee shall have the right to name two members of the Board. When its ownership of common interests falls below twenty-five per cent, it shall maintain the right to name one Board member. Section 2.5 of the By-Laws states that, except for those Board members designated by the Sponsor or its designee, all Board members shall be either (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, members, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing.

After the Initial Control Period, Sponsor or its designee shall not have voting control over the Board of Managers or veto power over any expenditures except that Sponsor or its designee shall have the power to veto any Common Expenses proposed by the Board, for a period ending on the earlier to occur of: (i) five years after the date of closing of title to the first Unit; or (ii) when the Unsold Units constitute less than twenty five per cent (25%) of the common interests in the Condominium. However, the Sponsor will not exercise veto power over any expenses described in Schedule B of this Plan, or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of municipal violation; or (iii) to remedy any work order by an insurer.

BOARD OF MANAGERS

General

The affairs of the Condominium shall be governed by the Condominium Board of Managers. Subject to the provisions for control by Sponsor set forth herein, from and after the holding of the first annual meeting of Unit Owners, the Board of Managers shall consist of five persons elected by Unit Owners. Within thirty calendar days after the earlier to occur of: (i) two years after the date of closing of title to the first Unit; or (ii) when the Unsold Units constitute less than fifty per cent (50%) of the common interests in the Condominium, the Sponsor shall call the first annual meeting of the Unit Owners for the purpose of electing the five-member Board of Managers. As provided in Section 2.5 of the By-Laws, all members of the Board of Managers (other then those appointed by Sponsor or its designee) shall be: (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. All Board members shall serve without compensation. No officer who is also a member of the Board of Managers shall receive any compensation for acting as an officer. Any one or more of the members of the Board of Managers (other then those appointed by Sponsor or its designee) may be removed with or without cause by a Majority of the Unit Owners.

Upon the affirmative vote of a majority of all the members of the Board of Managers, any officer may be removed, either with or without cause, and a successor may be elected or appointed, as the case may be, at any regular meeting of the Board of Managers or at any special meeting of the Board of Managers called for such purpose.

Powers and Duties of Board of Managers

The Board of Managers has the powers and duties necessary for and incidental to the administration of the affairs of the Condominium. Such powers and duties include the operation, care and maintenance of the Common Elements, the preparation of an annual budget for the Condominium and the assessment of Common Charges. The powers and duties of the Board of Managers are more fully discussed in Article 2 of the By-Laws.

Meetings and Votes of Unit Owners

Within thirty calendar days after the earlier to occur of: (i) two years after the date of closing of title to the first Unit; or (ii) when the Unsold Units constitute less than fifty per cent (50%) of the common interests in the Condominium; the Sponsor shall call the first annual meeting of the Unit Owners for the purpose of electing the five-member Board of Managers. Thereafter, annual meetings of the Unit Owners shall be held on such date as the Board of Managers shall designate. At such meetings, the Unit Owners shall elect the Board of Managers. In addition, special meetings may be held from time to time pursuant to the By-Laws. At all meetings of the Unit Owners, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum, and, except as noted below or as otherwise provided in the By-Laws or Declaration, a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings each Unit owner (or his proxy) entitled to vote thereat (including the Sponsor with respect to Units owned by the Sponsor) shall be entitled to cast one vote. Cumulative voting shall not be permitted.

Officers

The principal officers of the Condominium shall be a President, Secretary and Treasurer, all of whom shall be elected by the Board of Managers. All of the officers shall be Unit Owners. No officer who is also a member of the Board of Managers shall receive any compensation for acting as an officer. The anticipated initial officers and members of the Condominium Board shall be Elie Deitsch, President, Jon Hutton, Secretary, and Yehuda Frishman, Treasurer, all of whom are affiliates of the Sponsor or its Principals.

The duties of the principal officers are as follows:

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

Secretary: The Secretary shall keep the minutes of all meetings of the Unit owners and of the Board of Managers, shall have charge of such books and papers as the Board of Managers may direct, and shall act as President in the absence of the President.

Treasurer: The Treasurer shall be responsible for Condominium funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements.

Liability of Board of Managers and Unit Owners

Every contract made by the Board of Managers or by any Managing Agent shall state that (a) it is made only as agent for all Unit Owners, and such Board members 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) such Unit Owner's interest in his/her Unit and Appurtenant Interests. Board members and officers shall have no liability to Unit Owners for errors of judgment, negligence or otherwise, except that a Board member or officer shall be liable for his/her own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units, indemnify each Condominium Board member or officer against any liability or claim, except those arising out of his/her own bad faith or willful misconduct. The Board of Managers may contract or effect any other transactions with any Board member, any officer, any Unit Owner or the Sponsor or any affiliate of any of them without incurring any liability for self-dealing, except in case of bad faith or willful misconduct.

Reports to Unit Owners

An annual itemized accounting of the receipts and expenditures of the Condominium Board shall be submitted by the Board of Managers to all Unit Owners within four months after the end of each fiscal year. The financial statements, including a balance sheet and profit and loss statement, shall be certified while the Sponsor is in control of the Board of Managers. Detailed books and records of receipts and expenditures affecting the Property and administration of the Condominium shall be available for examination by the Unit Owners and by their respective duly authorized agents or attorneys in the office of the Managing Agent or of the Condominium during general business hours on working days at the times and in the manner set and announced by the Board of Managers for the general knowledge of the Unit Owners.

Amendments to Condominium Documents

The Declaration may be amended by the vote of at least 80% in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, except that any attempt to alter the use of the Units and/or facilities for any use other than residential use shall require the approval in writing of the Unit Owners of all Units and their respective Mortgagees.

The By-Laws may be amended by the vote of 80% in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws for such purpose, except that certain provisions of the By-Laws pertaining to rights of Mortgagees and rights of the Sponsor may not be amended without the written consent of such Mortgagee, or the Sponsor, as the case may be.

Termination of Condominium

The Condominium shall continue (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of all Unit Owners. In addition, the written consent of each Mortgagee shall be required before such vote is effective. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his Unit in the order of priority of such liens.

Partition of Common Elements

The Common Elements cannot be divided or partitioned except as provided in the Condominium Act.

PROSPECTIVE PURCHASERS AND THEIR COUNSEL ARE ADVISED TO REVIEW CAREFULLY COPIES OF THE DECLARATION (Part II of the Plan) AND THE BY-LAWS (Part II of the Plan).

RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE BOARD OF MANAGERS

Sale and Leasing of Units

A Unit Owner may sell, lease or mortgage his Unit without restriction (except as set forth in the By-Laws).

Mortgaging of Units

Each Unit Owner shall be permitted to mortgage his Unit together with its Appurtenant Interests, in substantially the form of New York Statutory Mortgage, provided there are no outstanding Common Charges, special assessments or unpaid liens.

Common Charges and Assessments

Common Expenses will be determined by the Board of Managers and will be borne solely by Unit Owners in accordance with their percentage of interest in common elements. Common Expenses include, among other things, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to General Common Elements and may include amounts for certain other items as the Board of Managers may deem proper, such as management, legal and audit fees and amounts for reserves (not to exceed a 12-month reserve for contingencies of up to ten percent of the annual budgeted operating expenses). Common Expenses are allocated to Unit Owners in accordance with their respective Common Interests.

At least annually the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess Common Charges to the Unit Owners to meet such expenses. The Board of Managers shall have the right to accumulate reserves for capital expenditures and include such items in the budget. The Board of Managers will furnish copies of each budget on which common charges are based to all Unit Owners and advise such Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Board of Managers, monthly Common Charges will be payable in full in advance on the first day of each month.

No Unit Owner may exempt himself from liability for Common Charges by waiving use of any of the Common Elements or by abandonment of his Unit. No

Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissible sale, transfer or other conveyance of such Unit.

Under the provisions of Sections 339-z and 339-aa of the New York Condominium Act and Article 6.4 of the By-Laws, the Board of Managers on behalf of all Unit Owners will have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit. The Sponsor will cause the board to file a lien as provided for in Section 339-aa of the RPL 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. All such liens, however, to the extent permitted by applicable law, will be subordinate to liens for real estate taxes on the Unit and any sums unpaid on Mortgages of record on such Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the Office of the New York City Register, and until all sums secured thereby with the 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 be sooner. Such liens may be foreclosed by a suit brought in the name of the Board of Managers (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether ordinary or extraordinary: (a) in or to any Unit or its appurtenant Limited Common Elements will be made by the Owner of such Unit at such Unit Owner's sole cost and expense, and (b) in or to the General Common Elements will be made by the Condominium Board of Managers and the cost and expense thereof will be charged to the Unit Owners as a Common Expense.

The By-Laws provide that each Unit and the Common Elements shall be kept in first class condition by the Unit Owner or Board of Managers, whichever is responsible for the maintenance thereof. In the event that any Unit Owner fails to keep his Unit or its Limited Common Elements in such condition the Board of Managers may, at the expense of the Unit Owner, enter his Unit and perform such acts as are necessary to cure such default (see "Right of Access" at Section 5.9 of the By-Laws).

In addition, such Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from such Owner's failure to make any required repairs, or from such Owner's negligence or abuse.

Alterations and Improvements of Units and Common Elements

Generally, each Unit Owner (a) may decorate, paint, maintain and make non-structural improvements to his Unit without consent of the Condominium Board; and (b) may not make any structural alterations, additions or improvements without the prior written approval of the Condominium Board, contingent upon certain conditions, including maintenance of insurance.

Generally, all alterations, additions or improvements in or to any General Common Element will be made by the Board of Managers and the cost and expense thereof will be charged to all Unit Owners as a Common Expense.

Rights of Access

As more fully set forth in Article 5.9 of the By-Laws, the Board of Managers, any Managing Agent and other persons authorized by the Board of Managers will have a right of access to any Unit for the purposes, among other things, of making inspections or of removing violations of governmental laws or regulations or of curing defaults by the Owner of such Unit under the Declaration, By-Laws or Rules and Regulations enacted in accordance therewith or of correcting any conditions originating in any Unit and threatening another Unit or any Common Element.

The Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of completing construction of the Building and fulfilling the Sponsor's obligations hereunder.

Insurance Coverage

Details of the insurance coverage of the Condominium are set forth in Section 5.4 of the Condominium By-Laws, which are reproduced in Part II of this Plan.

Insurance Obtained by Board of Managers.

(A) To the extent the same shall be obtainable (at cost that is not unreasonably prohibitive), the Condominium Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring all improvements constituting General Common Elements and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear. To the extent obtainable each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance, or other insurance, (c) invalidity arising out of any acts of the insured and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to the Condominium Board;

(iii) a New York standard mortgage clause in favor of each Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Condominium Board; and

(iv) a provision that such policy may not be either canceled or substantially modified except upon at least 30 days prior written notice to all of the insured, including all Permitted Mortgagees.

Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all Unit Owners and Permitted Mortgagees at least 30 days prior to the expiration of the then current policies.

(B) The Condominium Board shall also obtain and maintain, to the extent practicable (at cost that is not unreasonably prohibitive):

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insured (a) the Condominium Board and each member thereof, (b) the Managing Agent, if any, (c) each officer of the Condominium, and (d) each

Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his/her own Unit or the Limited Common Elements appurtenant to the Unit);

(ii) water damage legal liability insurance; and

(iii) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine. Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once a year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to the By-Laws shall be borne by the Condominium Board as a Common Expense.

(E) The Board of Managers shall not secure or provide insurance coverage for any of the individual Units or their appurtenant Limited Common Elements, which insurance coverage shall be provided by the Unit Owner of such Unit.

(F) Casualty insurance or condemnation proceeds will be payable to the Condominium Board and held in trust for the benefit of all Unit Owners, as more fully set forth in Section 5.5 of the By-Laws.

Restrictions on Use of Units and Common Elements

No nuisance shall be allowed on the Property. No immoral, improper, offensive, or unlawful use shall be made of the Property or of any portion thereof, and all valid laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such part of the

Property.

Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or on the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common elements be altered or removed.

Each Unit shall be used only as a residence. Notwithstanding the foregoing, however, during the Initial Control Period upon the written consent of Sponsor (or after the Initial Control Period upon the prior written consent of the Condominium Board) a Unit may be used as a professional or business office or for any other purpose other than that set forth in this paragraph provided that the nature and manner of such use complies with law and does not violate the then existing Certificate of Occupancy covering such Unit.

A Unit owned or leased by an individual, corporation, partnership; fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing. Additionally, in no event shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph) may be accommodated therein.

Section 339-kk of the Real Property Law

If a Unit Owner who does not occupy his Unit rents it to a rental tenant (subject to compliance with the requirements of the By-Laws) and fails to make

payments due for common charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon written notice from the Board of Manager to such Unit Owner in accordance with section 339-kk of the New York Real Property Law, all rental payments from such tenant shall be payable directly to the Condominium.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations Made in Accordance Therewith

Each Unit Owner must strictly comply with the provisions of the Declaration, By-Laws and the Rules and Regulations promulgated in accordance therewith. Failure to comply is grounds for an action for damages or injunctive relief, or both. The By-Laws will be recorded with the Declaration in the Office of the New York County City Register.

REAL ESTATE TAXES

After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes. No Unit Owner will be responsible for the payment of, nor will any Unit be subjected to any lien arising out of the non-payment of, taxes on other Units.

Unit Owners will be assessed and taxed on their Units and their share of the Common Elements, because, pursuant to Section 339-y of the Real Property Law, each Unit and its Common Interest is deemed to be a parcel for purposes of assessment and taxation. Therefore, each Unit Owner will be responsible for initiating any review of his Unit's real estate tax assessment. Section 5.11 of the By-Laws sets forth an optional procedure for real estate tax complaints by the Board of Managers on behalf of Unit Owners who so desire.

As set forth in "Opinion of Counsel" in Part I of this Plan, based on the information contained in the Plan and current Federal, New York State and New York City laws, each Unit Owner who itemizes deductions should be entitled to deduct for purposes of Federal, New York State and New York City income taxation, real estate taxes paid with respect to his Unit, provided it is a "qualified residence," and subject to the other limitations and conditions described in said Opinion. However, prospective Purchasers should be aware that Sponsor's Counsel is acting as counsel to the Sponsor and not to the Unit Owners. Thus, prospective Purchasers may wish to consult their own tax advisors as to the matters described herein.

Until the Units are separately assessed for real estate tax purposes, real estate taxes on the Property will be included as part of the common expenses. After assessment, Unit owners will be reimbursed for overpayments of taxes or assessed for underpayments.

The taxing authority is the City of New York, administered by the Department of Finance. The actual assessed valuation of the Property prior to construction was $68,625, and the Tax Class 2 tax rate imposed for the 2007/08 tax year is $12.50 per $100. The estimate of real estate taxes payable by Unit Owners in the first year of condominium operation as set forth in Schedule A (a total of $6,529.00 if Section 421-a benefits are realized, $165,049.18 if they are not) was computed by applying the current tax rate to the current assessed valuation, allocated among the Units in accordance with their respective common interests. The actual tax assessment for each Unit may be allocated on a basis that differs

from the allocation of Common Interests. The projected assessed valuation after completion of construction is $1,246,500.90. No tax certiorari proceedings are currently pending with respect to the Property.

The Sponsor has applied for a partial real estate tax exemption for the Condominium under Section 421-a of the Real Property Tax Law, and has been granted a preliminary Section 421-a part real estate tax exemption (a copy of which is reproduced in the Section "Real Estate Taxes" located in Part I of this Plan). Sponsor has included a schedule of those tax benefits, as they apply to the individual Units, in the Real Estate Taxes Section of this Plan in the form of an opinion letter provided by Ben Rottenstein Associates, Inc., a real estate tax consulting firm. (See Section entitled "Real Estate Taxes" in Part I of this Plan).

Sponsor will keep all records required by the New York City Department of Housing Preservation and Development ("HPD") and will make them available to HPD whenever requested to do so. Sponsor understands that HPD routinely conducts audits, which can result in the reduction or revocation of benefits if proper documentation is not provided. Upon closing of title to the first Unit and designation of a first Board of Managers, Sponsor will make all tax benefit documents available to the Condominium Board for inspection and copying for the life of the benefits, and will file all applications and timely comply with all procedures required to properly process and maintain the tax benefits.

The following table sets forth the projected real estate tax assessed valuations for the Property, assuming the availability of the partial real estate tax exemption, based upon the opinion of Ben Rottenstein Associates Inc. for the ten year period of the exemption:

Year	Projected Portion of Assessed Valuation Subject to Taxes, Assuming §421-a Benefits
First	$ 68,625
Second	68,625
Third	249,300.18
Fourth	249,300.18
Fifth	498,600.36
Sixth	498,600.36
Seventh	747,900.54
Eighth	747,900.54
Ninth	997,200.72
Tenth	997,200.72

There can be no assurance, and the Sponsor gives no warranty, that such tax benefits will be in fact obtained or available to the Unit Owners. Moreover, future increases in assessed valuation and/or rates of taxation of real property could also result in increases in real property taxes. Accordingly, the real estate taxes assessed against the Units may be higher than those set forth in this Plan.

November 12, 2009

Mr. Eli Deitsch
158-13 72nd Avenue
Flushing, NY 11365

Re: 421-A Partial Tax Exemption application
333, 337 East 109th Street. Manhattan, NY.
Block: **1681** Lot: **17, 18**
Thirty Five (35) Residential Condo Units

Dear Mr. Deitsch:

I am writing in response to your request for an opinion regarding the eligibility of a construction project at the referenced site for tax benefits pursuant to Section 421-A of the Real Property Tax Law.

1. Eligibility requirements
To be eligible for Section 421-A tax benefits, the Project must comply with each of the eligibility requirements set forth in Chapter 6 of Title 28 of the Rules of the City of New York. The application of these requirements to the project is discussed in detail below.

A. Location Requirements

1. Geographic Exclusion Area Limitation

Sections 6-02(b)(2) and 6-02(c)(10) of the Rules provide that a project in the Geographic Exclusion Area is eligible for Section 421-A benefits only if carried out with Substantial Governmental Assistance or if affordable units are created in accordance with the requirements of Section 6-08 of the Rules.

The Project is located in the Geographic Exclusion Area and is therefore subject to these limitations.

2. Public and Private Park Limitation

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

B. Site Requirements

Section 6-02(f) of the Rules states that for a project to be eligible for 421-A benefits, the land on which it is located must have been vacant, predominantly vacant, underutilized, or improved with a non-conforming use on the operative date. "Operative Date" means, in the case of the Project, thirty-six months prior to the Commencement of Construction.

You have stated that construction commenced December 15, 2006 (2006/2007 fiscal year). Accordingly the Operative Date will fall within New York City's 2003/2004 Fiscal Year. You have also stated that the site was underutilized prior to the commencement of construction. Accordingly the Site will qualify as underutilized for the purposes of 421-A Rules.

C. Project Requirements

1. New Multiple Dwelling

Section 6-02(b) of the Rules provides that a project is eligible for Section 421-A benefits only if it is a "new multiple dwelling" containing three or more dwelling units. Section 6-02(c)(2) states that multiple dwellings resulting from the conversion or rehabilitation of a building or structure are ineligible for benefits, and Section 6-01 of the Rules provides that:

Construction shall not commence prior to the issuance by the Department of Buildings of either (i) a building or alteration permit for the construction of an entirely new multiple dwelling, the footprint of which consisted entirely of vacant and unimproved land upon such date, or (ii) an alteration permit for the construction of a new multiple dwelling above, and on an entirely separate tax lot from, one or more existing structures which are to be retained provided that only the floor area attributable to the new multiple dwelling, and any eligible commercial, community facility or accessory use space within such new structure shall be eligible for benefits under the act.

You state that the Project will be carried out pursuant to a new building permit and, upon completion, will be a newly constructed multiple dwelling constructed on land which was entirely underutilized as of the Commencement of Construction. Accordingly, the project will meet the requirements set forth above.

You state that the new construction will consist of 35 newly constructed residential condominium units, with an expected completion date of September 1, 2010 (fiscal year 2009/2010).

2. Not used as a Hotel or for Single Room occupancy

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

D. Timing Requirements

1. Project Commencement

Section 6-02 subdivision (b)(1) (b)(2) and (d)(1) of 421-A Rules requires that a project to be commenced before June 30, 2008. You state and we assume the project commenced prior to June 30, 2008

2. Reduction of Benefits for Excess Commercial, Community Facility or Accessory Use Space

Section 6-06(b) of the Rules provides that the tax exemption granted by 421-A will 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 amount of commercial, community facility and accessory use space, and resulting decrease in benefits will be determined in accordance with the Rules based on building plans for the Project.

3. Exemption during construction

If the project satisfies all of the requirements set forth in Section 421-A and have received a Preliminary Certificate of Eligibility it shall be exempt from real property taxes, other than assessments for local improvements upon any increase in assessed valuation over the Prior Assessed Valuation during the statutorily defined period of construction or for a period of three years, whichever is less, provided that taxes shall be paid in each tax year in which full or partial exemption is in effect on the Prior Assessed Valuation, as defined in Section §6-01 of 421-A Rules.

4. Exemption after construction

After the first taxable status date immediately following the completion of the construction, any increase in assessed valuation over the Prior Assessed Valuation of the eligible Project which has received a Final Certificate of Eligibility shall be exempt from real property taxes, other than assessments for local improvements, for ten consecutive tax years pursuant to the following schedule. In addition, owners must pay full taxes on the Prior Assessed Valuation, as defined in §6-01 of Section 421-A. In addition, condo owners must pay full real estate taxes on the Prior Assessed Valuation and any increases until the Final Certificate of Eligibility is issued, as defined in Section §6-01 of 421-A Rules.

Ten Year Exemption

Year	Percent of Increase in Assessed Value Exempt from Taxes
First	100%
Second	100%
Third	80%
Fourth	80%
Fifth	60%
Sixth	60%
Seventh	40%
Eight	40%
Ninth	20%
Tenth	20%
Eleventh	0%

Prior to the commencement of construction, records of the New York City Department of Finance Real Property Assessment Department reveal that assessed valuation of the subject premises is as follows: (Years 2006/2007)

BLOCK: 1681 LOT: 17 (333 East 109th Street. Manhattan, NY)

ACTUAL VALUES	LAND: $22,500	TOTAL: $43,875
TRANSITIONAL VALUES	LAND: $18,990	TOTAL: $39,771

BLOCK: 1681 LOT: 18 (337 East 109th Street. Manhattan, NY)

ACTUAL VALUES	LAND: $24,750	TOTAL: $24,750
TRANSITIONAL VALUES	LAND: $19,593	TOTAL: $19,593

It is estimated the assessed value of the property upon completion of construction will be approximately $1,246,500.9. The Department of Finance will allocate the assessed value to the condominium units, usually based upon the percentage of common interest as listed in the Condominium Offering Plan. The 2009/2010 Tax Class 2 tax rate is $13.050 per $100.

Any increase in assessment due to the physical improvements attributable to the newly constructed residential condominium units shall be exempt as per the TEN YEAR EXEMPTION table shown earlier.

Although the aforesaid estimate of the post construction Assessed Valuation is a good faith estimate, it is not possible to estimate it with any degree of certainty, and thus such assessed valuation when actually made may be less or greater than estimated above. In

no event will the firm of BEN ROTTENSTEIN ASSOCIATES INC., the Sponsor, the Sponsor's counsel, or any other person be liable if the assessed valuation when actually made, is less or greater than predicted above or if the Administrative Code and the applicable rules and regulations of the City of New York are in the future changed or if the facts as represented to the office of BEN ROTTENSTEIN ASSOCIATES INC., prove to be untrue.

Based on the foregoing, it is our opinion that the Department of Housing and Preservation and Development ("HPD") will consider the property eligible for real estate tax exemption benefits under Section 421-A.

NO WARRANTY IS OR CAN BE MADE BY THIS FIRM THAT HPD OR THE NEW YORK CITY BUREAU OF REAL PROPERTY ASSESSMENT, OR ANY OTHER AGENCY WITH JURISDICTION WILL APPROVE SPONSOR'S APPLICATION FOR SECTION 421-A TAX BENEFITS, OR THAT THE ASSESSED VALUATION WILL BE AS ESTIMATED HEREIN, AND THE WRITER OF THIS LETTER SHALL NOT BE LIABLE, IF BECAUSE OF CHANGES IN LAWS AND/OR REGULATIONS, OR THE INTERPRETATIONS OF LAWS AND/OR REGULATIONS, OR IF THE FACTS REPRESENTED BY SPONSOR, ARCHITECT OR APPRAISER PROVE INCORRECT, THE PROPERTY FAILS TO OBTAIN SECTION 421-A BENEFITS.

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

Very truly yours,

BEN ROTTENSTEIN ASSOCIATES INC.

Adam J. Sabo

Residential Units	Flooor	Sq. Ft	Percentage of Value	1st Year's R.E. Taxes w/o/ 421	Monthly R.E. Taxes w/o 421a	1st Year's R.E. Taxes with 421a	Monthly R.E. Taxes with 421a
1A	1	655	3%	$ 3,982.63	$ 331.89	$ 164.77	$ 13.73
1D	1	611	2%	$ 4,154.29	$ 346.19	$ 153.70	$ 12.81
1E	1	727	3%	$ 4,596.65	$ 383.05	$ 182.88	$ 15.24
2A	2	626	2%	$ 4,160.90	$ 346.74	$ 157.47	$ 13.12
2C	2	690	3%	$ 4,271.49	$ 355.96	$ 173.57	$ 14.46
2D	2	834	3%	$ 5,162.76	$ 430.23	$ 209.79	$ 17.48
2E	2	907	3%	$ 5,301.35	$ 441.78	$ 228.16	$ 19.01
3A	3	626	2%	$ 4,208.75	$ 350.73	$ 157.47	$ 13.12
3B	3	647	2%	$ 4,175.74	$ 347.98	$ 162.75	$ 13.56
3C	3	677	3%	$ 4,317.67	$ 359.81	$ 170.30	$ 14.19
3D	3	834	3%	$ 5,185.82	$ 432.15	$ 209.79	$ 17.48
3E	3	907	3%	$ 5,324.47	$ 443.71	$ 228.16	$ 19.01
4A	4	626	2%	$ 4,231.87	$ 352.66	$ 157.47	$ 13.12
4B	4	647	2%	$ 4,198.86	$ 349.91	$ 162.75	$ 13.56
4C	4	677	3%	$ 4,342.46	$ 361.87	$ 170.30	$ 14.19
4D	4	834	3%	$ 5,208.94	$ 434.08	$ 209.79	$ 17.48
4E	4	907	3%	$ 5,347.59	$ 445.63	$ 228.16	$ 19.01
5A	5	626	2%	$ 4,254.99	$ 354.58	$ 157.47	$ 13.12
5B	5	647	2%	$ 4,221.98	$ 351.83	$ 162.75	$ 13.56
5C	5	677	3%	$ 4,365.58	$ 363.80	$ 170.30	$ 14.19
5D	5	834	3%	$ 5,233.72	$ 436.14	$ 209.79	$ 17.48
5E	5	907	3%	$ 5,372.38	$ 447.70	$ 228.16	$ 19.01
6A	6	626	2%	$ 4,279.72	$ 356.64	$ 157.47	$ 13.12
6B	6	647	2%	$ 4,246.71	$ 353.89	$ 162.75	$ 13.56
6C	6	677	3%	$ 4,388.64	$ 365.72	$ 170.30	$ 14.19
6D	6	834	3%	$ 5,256.84	$ 438.07	$ 209.79	$ 17.48
6E	6	907	3%	$ 5,395.44	$ 449.62	$ 228.16	$ 19.01
7A	7	726	3%	$ 4,961.36	$ 413.45	$ 182.63	$ 15.22
7C	7	715	3%	$ 4,913.52	$ 409.46	$ 179.86	$ 14.99
7D	7	820	3%	$ 5,225.44	$ 435.45	$ 206.27	$ 17.19
7E	7	807	3%	$ 5,113.24	$ 426.10	$ 203.00	$ 16.92
PH A	8	726	3%	$ 4,641.16	$ 386.76	$ 182.63	$ 15.22
PH C	8	720	3%	$ 4,621.37	$ 385.11	$ 181.12	$ 15.09
PH D	8	820	3%	$ 5,248.56	$ 437.38	$ 206.27	$ 17.19
PH E	8	807	3%	$ 5,136.30	$ 428.03	$ 203.00	$ 16.92
		25955	**100%**	**$ 165,049.18**	**$ 13,754.10**	**$ 6,529.00**	**$ 544.08**

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
SHAUN DONOVAN, Commissioner
421-a Partial Tax Exemption Program
Office of Development-Division of Housing Incentives
100 GOLD STREET, NEW YORK, N.Y. 10038
(212) 863-5421

Preliminary Certificate of Eligibility

Docket #: TEO7608

Owner: 333-339 EAST 109 LLC, 338-342 EAST 110 LLC

Owner Address: 158-13 72 AVENUE, SUITE 2F
FLUSHING, NY - 11365

Address	Borough	Block	Lot	Permit Date	Construction Start Date
337 East 109 Street	Manhattan	01681	0018	01/19/2007	02/14/2007

Total Number of Units: 35
Preliminary Initial Adjusted Monthly Rent Per Room: Condo
Ineligible AFA: 0.00%

Comments: 1. FORMERLY LOTS 17, 18 & P/O LOT 19 2. 35 RESIDENTIAL UNITS + SITTING AREA

This Certificate is for construction benefits only. Upon issuance of a Final Certificate of Eligibility, this project will be entitled to: 10 Year Tax Exemption

Based upon the Information contained in the Application for Preliminary Certificate of Eligibility for Partial Tax Exemption filed 03/21/2007 and a determination by the Commissioner, the applicant, pursuant to Section 421-a of the Real Property Tax law and the 421-a Rules of the Department of Housing Preservation and Development issued pursuant thereto, is hereby granted this Preliminary Certificate of Eligibility for Partial Tax Exemption for the above premises, except as to those portions of the new building, if any, which are non-residential and which exceed the allowable 12% of Commercial, Community Facility and Accessory Use Space.

This Certificate is conditioned upon the filing and approval of a Final Application to be submitted to the Department of Housing Preservation prior to initial occupancy (for multiple dwellings owned as a rental), and prior to the first taxable status date following the completion of construction (for multiple dwellings owned as a co-op or condo), and the submission of the temporary or permanent certificate of occupancy issued by the Department of Building as evidence of the fact that the structure was completed. It entitles the property to benefits while under construction for up to three years. It is the applicant's responsibility to complete the necessary filing in order to obtain a Final Certificate of Eligibility. This Certificate must be filed with the New York City Department of Finance immediately upon issuance.

Date of Issuance: JUN 14 2007

LISA S. J. YEE
Director, Tax Incentive Programs

JUN 14 2007

[Rep Id:485]

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

As set forth in "Opinion of Counsel" in Part I of this Plan, based on the information contained in the Plan and current Federal, New York State and New York City laws, each Residential Unit Owner who itemizes deductions should be entitled to deduct for purposes of Federal, New York State and New York City income taxation, real estate taxes paid with respect to his or her Unit, provided it is a "qualified residence," and subject to the other limitations and conditions described in said Opinion. However, prospective Purchasers should be aware that Sponsor's Counsel is acting as counsel to the Sponsor and not to the Unit Owners. Thus, prospective Purchasers are encouraged to consult their own tax advisors as to the matters described herein.

Law Offices

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TEL (917) 414-3266
also admitted in California

May 7, 2010

333-339 East 109 LLC
158-13 72nd Avenue
Flushing, New York 11365

Re: Offering Plan for Condominium Ownership, PASCAL

OPINION OF COUNSEL

To whom it may concern:

You have requested our opinion with respect to the deductibility for Federal, New York State and New York City income tax purposes of mortgage interest and real estate taxes paid by a taxpayer who purchases a condominium unit (a "Unit") under the above referenced Offering Plan (the "Plan"). You have also asked us to discuss the tax status of the condominium. We note that the Offering Plan states that it is believed that the monthly payments of interest on any mortgage which becomes a lien on a Condominium Unit which is the Owner's primary residence (or one other residence that the Owner selects, pursuant to Section 163(h)(5)(A)(i)(II) of the Internal Revenue Code of 1986, as amended (the "Code")) and the real estate taxes payable by a Unit Owner which are assessed against such Unit by any governmental taxing authority are a proper deduction in connection with Federal, New York State and New York City Income Taxes payable by the owner of such Condominium Unit.

Pursuant to Sections 163 and 164 of the Code, Section 615 of the New York State Tax Law, and Section 11-1715 of the New York City Administrative Code, each owner of a Unit will be entitled to deduct from his or her gross income for Federal, New York State and New York City income tax purposes (subject to certain limitations discussed below) the real estate taxes assessed against his or her Unit, and paid, and the amount of "qualified residence" interest (within the meaning of Section 163(h)(3) of the Code) paid with respect to a mortgage on such Unit. (See Revenue Ruling 64-31, 1964-1 (Part I) CB 300. A "qualified residence" is defined as a principal residence and a second residence. The Unit may be selected as such second residence if the Unit Owner uses it as a residence within the meaning of Code Section 280A(d)(1) (i.e., he/she uses it for personal purposes for a number of days which exceeds the greater of (i) 14

days, or (ii) 10% of the number of days during the year for which the Unit is rented at a fair rental). A Unit Owner who uses his Unit for less than 15 days in a tax year and/or rents out his/her Unit may not be eligible for such deductions, and should consult with his/her own tax counsel regarding these limitations.

The deductibility of interest and real estate taxes, as set forth above, may be subject to certain limitations for Federal, New York State and New York City Income Tax purposes under certain tax preference and/or alternative minimum tax rules and/or limitations on itemized deductions. A Unit Owner who is subject so such rules should discuss these potential limitations with his/her own tax counsel.

Unit owners who are senior citizens or veterans of the United States Armed Forces may be entitled to exemption(s) covering a portion of the real estate taxes assessed against their respective Units. In addition, the partial School Tax exemption known as "STAR" may be available. Unit owners should make inquiry from the New York City Finance Department to determine their eligibility for such exemption(s).

Section 528 of the Code affords certain condominiums, substantially all of whose Units are used by individuals for residences, the opportunity to elect to exclude from taxable income amounts received from Unit owners as membership dues, fees or assessments: In order to qualify, (i) sixty percent or more of the gross income of the condominium for the taxable year in question must consist or amounts received as membership dues, fees or assessments from the Unit Owners, (ii) ninety percent or more of the expenditures of the condominium for the taxable year in question must be for the acquisition, construction, management, maintenance and care of the Condominium's property, as defined in Section 528 of the Code, (iii) no other part of the Condominium's net earnings inure to the benefit of any private shareholder or individual, and (iv) the Condominium properly makes the requisite election. Based upon our examination of the Offering Plan and subject to the Condominium actually satisfying all of the criteria set forth above, it is our opinion that the Condominium will be eligible to be treated as such an exempt organization under Section 528 of the Code.

The Condominium will be taxed, however (regardless of such Section 528 election) on any excess of income over expenses from unrelated sources. Examples of unrelated sources income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Unit Owners. Moreover, the relevant taxing authorities might take the position that the Condominium Board constitutes an association separately taxable as a corporation, subject to the discussions set forth in Rev. Rul. 75-370, 1975-2 C.B. 25, and Rev. Rul. 75-371, 1975-2 C.B. 52.

It has come to our attention the New York State Department of Taxation and Finance has asserted that certain homeowner association and/or condominium assessments may be subject to sales tax under the applicable sections of the New York State Tax Law. Until such time as further cases or rulings are reported on this issue, we are unable to render an opinion thereon.

We have been advised by Ben Rottenstein Associates Inc., Sponsor's real estate tax consultant, that an application has been submitted for partial real estate tax exemption of the Units under Section 421-a of the New York Real Property Tax Law. We have reviewed the opinion letter of Ben Rottenstein Associates Inc., reproduced in this Plan, regarding the qualification of the Condominium for such partial real estate tax exemption. Based upon the facts and representations provided by the Sponsor and its architect and set forth in such opinion letter, and based upon the assumptions of fact set forth in such opinion letter, we believed that partial real estate tax exemption should be available to Unit Owners as described in such opinion letter. The foregoing is subject to the continued accuracy of the facts and representations set forth in the letter, and is subject to the amendment of any existing statues or regulations governing the availability of the partial real estate tax exemption.

Real Property Law Section 339-i provides various methods of assigning common interests to each unit in a condominium. In this Plan, the interests of each of the Units is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular Unit, as set forth in the broker's opinion letter reproduced in Part I of the Plan. In our opinion, this allocation complies with Section 339-i(1)(iv) of the Real Property Law.

In our opinion, the Condominium will be eligible for tax-exempt status, if it elects such status, and Unit owners will be entitled to income tax deductions and will be eligible for the real estate tax benefits described above. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the sponsor, the sponsor's counsel, or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the condominium to fail or to cease to meet the requirements of Section 528 of the Code or the New York State or City tax law, as amended, or which cause the Unit owners not to be entitled to income tax deductions, or which cause Unit owners not to be or to cease to be entitled to the benefits or the level or duration of real estate tax benefits described above.

It is our understanding that this letter will be made a part of the Offering Plan of PASCAL.

Very truly yours,

Richard L. Yellen, Esq.

CONTINGENCY/RESERVE FUND

A contingency/reserve fund will be established by the Sponsor. This item is to provide for possible increases in one or more items of operating expense above the amounts projected or for unanticipated expenses. The basis of the figure projected for this item is approximately ten percent (10%) of the entire budget. This fund can also be used as a reserve to pay for periodic capital replacements or repairs. At this time, the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation.

In the event there is a need for major capital expenditure in excess of the funds available from the contingency/reserve fund the Condominium Board will assess a charge to each Unit Owner in accordance with its percentage of common interest.

WORKING CAPITAL FUND

The Sponsor, as agent of the Board of Managers, will collect from each Purchaser at the time of closing, an "Initial Capital Payment" in an amount equal to two months' Common Charges for the Unit for which title is closing. The Sponsor will deliver the funds so collected to the Board of Managers to provide the necessary working capital for the Condominium. Such funds may be used for certain prepaid items, including real estate taxes, organizational, equipment and supply costs, and for such other purposes as the Board of Managers may determine. While the Sponsor is in control of the Board of Managers, the working capital fund may not be used to reduce projected Common Charges. NO REPRESENTATION IS MADE THAT THE INITIAL WORKING CAPITAL FUND WILL BE ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, INCLUDING REPAIRS OR REPLACEMENTS, AND IF ADDITIONAL FUNDS ARE REQUIRED OVER AND ABOVE THE INITIAL CAPITAL FUND, IT MAY BE NECESSARY FOR THE BOARD OF MANAGERS TO INCREASE THE CHARGES.

NEITHER THE ATTORNEY GENERAL NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE INITIAL WORKING CAPITAL FUND.

MANAGEMENT AGREEMENT AND CONTRACTS

Management agreements or contracts for services or other contractual arrangements affecting the premises are as follows:

1. Management Agreement – It is anticipated that Quantum Property Management LTD., 2269 Saw Mill River Rd. Building 2 Second Floor, Elmsford, NY 10523, and the Condominium will enter into a contract for provision of building management services, commencing upon the date of the first Unit closing, for a period of one year, at a fee of $13,000 or $1,083.33 per month, renewable annually four times (covering five years total). The Condominium ultimately shall decide as to whether it deems it necessary or desirable to employ any individual(s) or firm(s) for the purpose of managing, operating or maintaining the residential Units of the Condominium or whether the Unit Owners will assume such responsibilities themselves.

Under the proposed Management Agreement between Quantum Property Management LTD., 2269 Saw Mill River Rd. Building 2 Second Floor, Elmsford, NY 10523, (defined as "Agent" therein) and the Condominium, either party may cancel the agreement at the end of any calendar month upon thirty (30) days' written notice to the other, with or without cause. The Management Agreement may not be assigned by either party. Agent may be additionally compensated for performing specific itemized services in connection with selling, leasing or subleasing space in the Condominium, in connection with obtaining a building mortgage or refinancing, or by appearing on behalf of the Condominium in any legal, regulatory or administrative proceedings. Major duties of the Agent under the agreement other than keeping the Building in good operating condition and repair include maintaining compliance with all statutory requirements and orders and/or violations of governmental bodies having authority over the property, entering into service and utility contracts on behalf of the Condominium, purchasing supplies, advising the Condominium as to insurance coverage and coordinating protection of the Condominium's interests with regard to same, providing administrative services related to selling, leasing or subleasing Units on behalf of the Condominium, collecting common charges and paying for Building expenses, maintaining accounting books and records and providing regular statements of same to the Board of Managers and cooperating in the preparation of annual operating budgets, audits, tax returns and financial reports to Unit Owners.

The proposed Management Agreement also obligates the Condominium to reimburse the Agent for expenses incurred and to indemnify the Agent against liability for acts properly performed by it pursuant to the agreement.

2. Elevator services – Precision Elevator Corp, 257 51st Street, Brooklyn, NY 11220, an elevator maintenance firm, will be contracted to provide monthly examination, lubrication and minor adjustments (as needed) of equipment at a fee of $300.00 monthly, or $3,600.00 per year .The contract shall be on a yearly basis.

3. Exterminating services - A local exterminator will be contracted to provide monthly extermination services at a fee of $720.00 per year, based on an estimate received from Quantum Property Management LTD . The contract shall be on a yearly basis.

4. Telephone – It is projected the Condominium shall be responsible for two telephone lines, one for the building's elevator and one connected to the fire alarm system, at an estimated $35.00 per line per month, or $840.00 per year.

5. Fire Alarm - It is projected the Condominium shall be responsible for fire alarm monitoring, at an estimated cost of $80.00 per month, or $960.00 per year

6. Fire Pump - Contract to inspect fire pump bi annual $725 per visit, $1,450.00 per year. Based on an estimate from Old School Services LLC. 813 Eighth Avenue, Toms Rivers, New Jersey 08757.

7. Financial services – Nelson Shapiro, CPA., 2005 Merrick Road #326, Merrick, New York 11566-4644 shall prepare the Condominium's financial statements for an estimated fee of $750 plus expenses. The contract shall be on a yearly basis.

8. Cyber Door Services – Best Monitoring, LTD. 1142 East 156th Street, Bronx, NY 10474. The contract is $500 per month, $6,000 a year. This includes facilitation of delivery operations, security and emergency response call service, and approved guest access. These services are provided using video camera monitoring, two way call button service, and secure package drop box on-site.

IDENTITY OF PARTIES

Sponsor: 333-339 East 109 LLC, a New York limited liability company with an office at 158-13 72nd Avenue, Flushing, New York, was organized on January 25, 2006, and is the Sponsor under this Offering Plan. The Sponsor has not offered any other properties for sale. David E. Marx is Principal of the Sponsor.

David E. Marx has extensive experience in the construction industry and in a variety of real estate projects in New York City over the past twenty years. He is currently president of eight corporations and is managing member of some eighteen limited liability companies which have been involved primarily in real estate acquisition, management and development, including both residential and commercial properties.

Sponsor has not offered any properties for sale as cooperatives, condominiums, planned unit development homes or time shares within the past five years. David Marx, a principal of Sponsor, has been involved in two condominium offerings in the past five years. These offerings were the AURA Condominium, located at 328 East 109th Street, New York, New York, which sold all 28 units offered for sale in that offering in 2008/2009, and the Conrad Condominium, located at 342 East 110th Street, New York, New York, which currently has 29 of 35 units either sold or under contract.

Sponsor's Attorney: The Sponsor is represented by the law firm of Richard L. Yellen & Associates, LLP, 111 Broadway, 11th Floor, New York, New York 10006, in the preparation of this Plan (prepared by Richard L. Yellen, Esq., and F. Jonathan Hutton, Esq.) and in the closings of title to Units hereunder.

Managing Agent: It is contemplated that Quantum Property Management LTD., 2269 Saw Mill River Rd. Building 2 Second Floor, Elmsford, NY 10523, will manage the building for at least the first five years of the condominium's operation under a series of one-year contracts.

Pursuant to 13 NYCRR 20.3(bb)(5)(i) and (ii), Sponsor states that neither the Managing Agent nor any principal of the Managing Agent has ever been convicted of a felony, and there have been no convictions, injunctions or judgments against same that may be material to this Plan or any offering of securities generally.

Selling Agent: The Selling Agent is Grace M Chan, associate broker with The Corcoran Group, 636 Sixth Avenue, New York, NY 10011, which individual and which firm have extensive experience in sales of real estate, including condominium units, in the area. Sponsor states that the Selling Agent has never been convicted of a felony, and there have been no convictions, injunctions or judgments against her that may be material to this Plan or any offering of securities generally.

Architect/Engineer: The Sponsor's Architect/Engineer is Karl Fischer, Architect PLLC 530 Broadway, 9th Floor, New York, NY 10012. The Architect/Engineer has provided the Description of Property reproduced in this Plan, and is experienced in rendering such services.

Between Sponsor and/or its Principals and each of (i) the Selling Agent, (ii) the Managing Agent, (iii) the Engineer or Architect, and (iv) any person or firm who will provide services to the condominium subsequent to the commencement of condominium operation, there is only an arm's-length, professional relationship.

REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually: a financial statement of the Condominium prepared by a certified public accountant or public accountant within four months after the end of the fiscal year, such statement to be certified while the Sponsor is in control of the Board of Managers; ten business days' prior notice of the annual Unit Owners' meeting; and a copy of the proposed annual budget of the Condominium not less than ten business days prior to the date set for adoption thereof by the Board of Managers; while the Sponsor is in control of the Board of Managers, such budget shall be certified in compliance with the applicable regulations.

DOCUMENTS ON FILE

The Sponsor shall keep copies of the plan, all documents referred to in the plan and all Exhibits submitted to the Department of Law in connection with the filing of the plan, on file and available for inspection without charge, and copying at a reasonable charge, at a specified location for six years from the date of first closing. The Offering Plan is available for inspection in the office of the Attorney General. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the closing of the first Unit.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. The Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, other than those documents contained in Part II of the Plan. Exact copies of the Declaration, By-Laws, form of Purchase Agreement, form of Unit Deed, and certain legal opinions and other documents are contained in Part II of the Plan. 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 the 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 this Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits, administrative proceedings or other legal proceedings now pending, or any judgments outstanding, which would materially affect this offering, the Purchasers of any Unit, the Property, the Condominium or the operation thereof.

In accordance with the provisions of the law of the State of New York, neither the Sponsor nor any selling agent engaged by the Sponsor will discriminate against any person because of his race, creed, color, national origin, sex, age, sexual orientation, marital status, disability or ancestry in the sale of Units offered by the Plan or in the leasing of any such Unit.

The Property has not been the subject of any prior cooperative or condominium offerings. All of the Units offered under the Plan are vacant. No preliminary binding offerings have been entered into or money collected from prospective purchasers. No Contracts or agreements have been entered into and no deposits or advances of funds have been accepted from prospective purchasers. No person has been authorized to make any statement or representation or to 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. This Plan may not be changed or modified orally.

The Sponsor reserves the right to amend the Plan at any time (a) before the Plan is declared effective, provided that, if the amendment effects any material adverse change in the Plan and is not made solely for the purpose of declaring it effective, anyone who has theretofore executed a Purchase Agreement shall be

given not less than 15 calendar days in which to elect to cancel the Purchase Agreement and to obtain a refund, in full, of the down payment made therewith, or (b) after the Plan is declared effective, subject to the rights of persons who have theretofore executed Purchase Agreements unless, at the election of the Sponsor, anyone who has theretofore executed a Purchase Agreement is given an election to cancel his Purchase Agreement and obtain a refund, all as and in the manner provided in clause (a) of this sentence.

Unless the context otherwise requires, words used in the singular in Part of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

SPONSOR'S STATEMENT OF SPECIFICATIONS

The Sponsor hereby adopts the Description of Property and Specifications set forth in Part II of this Plan. Sponsor represents that Sponsor has no knowledge of material defects or need of major repairs to the property as set forth in such description.

PART II

CONDOMINIUM OFFERING PLAN

FOR

PASCAL

PURCHASE AGREEMENT

AGREEMENT made as of the _____ day of _____ 201___ ,

between

333-339 EAST 109 LLC, a New York limited liability company having an office at 158-13 72nd Avenue, Flushing, New York 11365 ("Sponsor" or "Seller")

and

_____, residing at

_____, and

_____, residing at

_____,

("Purchaser").

WHEREAS, Seller has agreed to sell and convey and Purchaser has agreed to purchase the Unit in PASCAL, located at 333 East 109th Street, New York, New York 10029, designated as Unit No. _____ in the Declaration of Condominium, together with the undivided interest in the Common Elements appurtenant thereto (collectively, the "Unit") on certain terms and conditions.

NOW, THEREFORE, the Seller and Purchaser agree, for good and valuable consideration, the receipt and adequacy of which is acknowledged, as follows:

1. Purchase Price: Payment for the Unit. Seller shall sell and Purchaser shall purchase the Unit at a purchase price of:

$ _____ Base Price of the Unit

$ _____ Options listed in Rider annexed hereto

$ _____ Total Purchase Price (exclusive of closing costs and prepaid items) payable as follows:

1.1 $ _____ on the signing of this Agreement by check

(subject to collection), the receipt of which is hereby acknowledged, to the order of "Richard L. Yellen & Associates, LLP, Attorney Escrow Account"; and

1.2 $ _____ at closing of title by unendorsed bank or certified check of Purchaser to the order of Seller, or as may otherwise be directed by Seller.

2. Closing of Title.

2.1 The title closing shall be held at such place in the State of New York and on such date and hour as Seller designates to Purchaser on not less than thirty (30) days' prior notice that a temporary or permanent Certificate of Occupancy has been issued covering the Unit. Seller, from time to time, may adjourn such date and hour on notice to Purchaser, and set a new place, date and hour for the title closing. Seller shall not be obligated to provide extensions of the closing date by reason of delays in the processing or approval of Purchaser's mortgage, if any. Should Purchaser delay closing of title to the Unit for more than 14 days after the date set for title closing by Seller, Seller shall have the right to add to the purchase price of the unit an amount equal to 0.25% of the sale price of the Unit, per month of Purchaser's delay, or part thereof.

2.2 The title closing shall occur only after or concurrently with (a) the recording of the Declaration and By-Laws and the filing of the Floor Plans with the Office of the New York County City Register (the "City Register's Office"), as required by law, and (b) compliance with Article 9-B of the Real Property Law and with the other prerequisites set forth in the Offering Plan for PASCAL (the "Plan").

2.3 Purchaser shall not enter into occupancy of the Unit or move personality into same prior to the closing of title. Purchaser will not contest, in any forum, any measure taken by Seller in response to any unauthorized occupancy of the Unit, including without limitation, disconnecting all power and services to the Unit, or any other method of eviction available to Seller. In the event Purchaser takes possession of the Unit, Purchaser assumes any risk of loss not covered by insurance.

3. No Mortgage Contingency. It is expressly understood and agreed that the obligations of Purchaser under this Contract are not contingent on Purchaser's ability to obtain financing for this transaction from any source, unless Purchaser and Seller have set forth their understanding of such mortgage contingency in a

Rider attached hereto. Purchaser represents and warrants, as a material inducement to Seller to enter into this Contract, that Purchaser has sufficient available liquid assets to complete this transaction.

4. Delivery of the Deed. At the title closing, Seller shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Seller and be substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Seller and Purchaser, in form for recording.

5. Marketable Title. At the title closing, Seller shall convey to Purchaser good and marketable title in fee simple to the Unit, free and clear of all encumbrances other than those set forth in Schedule A annexed hereto, or set forth in the Plan. Any encumbrance to which title is not to be subject, shall not be an objection to title if (a) the instrument required to remove it of record is delivered to the proper party together with the recording or filing fees, or (b) a title insurance company will insure Purchaser without special or additional premiums against collection of same from the Unit herein described. The existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that the Seller shall deposit a sufficient amount with a title company so that said company shall be willing to insure against collection of same from the property herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property not provided for in this agreement out of the monies to be paid by the Purchaser at the time of closing title.

6. Closing Adjustments. The following adjustments shall be made between Purchaser and Seller as of the Closing Date with respect to the Unit:

6.1 Real estate taxes and assessments, if any, on the basis of the period for which assessed. If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, adjustment of taxes shall be upon the basis of the latest tax rate applied to the most recent assessed valuation. Installments for tax assessments (if any) due after the delivery of the deed shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed as of the Closing Date for the then-current tax period, the adjustment shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit.

6.2 Common Charges for the month in which title closes.

7. Working Capital Fund. Purchaser will pay to the Board of Managers at closing a sum equal to two months of the Common Charges for the Unit, to be used by the Board of Managers as working capital in addition to and not in lieu of the annual assessments of Common Charges.

8. Title Insurance. Purchaser may obtain at the title closing, at Purchaser's expense, a certificate or policy issued by a title insurance company authorized to do business as such in New York, insuring Purchaser's title to the Unit, subject only to the encumbrances set forth in the Plan or in Schedule A annexed hereto. Purchaser shall, promptly after receiving a fully executed copy of this Agreement from Seller, order a title insurance report and have a copy of same forwarded to Seller.

9. Closing Costs. Purchaser shall pay: all Real Property Transfer Taxes and filing fee for same (and shall execute all necessary returns); all appraisal or inspection fees and other charges made by Purchaser's lender; all mortgage recording taxes, if any; all attorney's fees for Purchaser's attorney, and for lender's attorney, if any; the legal fee of Sponsor's attorneys ($1,800.00), plus, if applicable, extra closing fees of Sponsor's attorney by reason of (i) the occurrence of closing in a location other than the office of Sponsor's attorney ($250-$500, depending upon location), and/or (ii) the adjournment by Purchaser or his Lender of a scheduled closing date on less than five days' notice ($250); all recording and filing fees for the deed and the other documents delivered in connection with closing; any premiums for mortgagee or owner's title insurance; reimbursement to Sponsor of any mortgage tax credit available to the Purchaser; and all other fees and costs disclosed and set forth in the Plan.

10. Agreement Not an Encumbrance. No lien or encumbrance shall arise against the Unit as a result of this Agreement or any monies deposited hereunder, and accordingly, Purchaser agrees that this Agreement is subject and subordinate to the lien of (and to any advances made under) any mortgage, whenever made, without execution of any further legal documents by Purchaser. Seller shall, at its option, either satisfy such mortgage or obtain a release of the Unit from the lien of such mortgage on or prior to the Closing Date. Notwithstanding the foregoing, the existence of any mortgages encumbering the Property shall not constitute an objection to title or excuse Purchaser from performing all his obligations hereunder, provided that any such mortgage is subordinated to the Declaration or the Unit is released from the lien of such mortgage.

11. Default by Purchaser. If Purchaser fails to perform any of Purchaser's obligations hereunder, Seller may give notice to Purchaser of Seller's intention to cancel this Agreement if such default is not cured within 30 days thereafter. Time is of the essence as to Purchaser's obligation to cure within said period. If Purchaser fails to cure such default within such 30-day period, Seller may, at its option, cancel this Agreement. If Seller elects to cancel this Agreement pursuant to this Paragraph 11: (a) Seller may withdraw from the Richard L. Yellen & Associates, LLP, Attorney Escrow Account (subject to the applicable provisions of the N.Y.S. Department of Law regulations governing release of escrow funds, and to the provisions of the Escrow Agreement between the Seller and the escrow agent), and Seller shall retain, all sums deposited by Purchaser hereunder, together with any interest earned thereon; and (b) Purchaser shall be liable to Seller for an additional amount equal to the actual cost incurred for any special work ordered by Purchaser, it being agreed that such amounts shall constitute liquidated damages, actual damages being difficult or impossible to ascertain, and upon payment thereof, all rights, obligations and liabilities of both parties under this Agreement and the Plan shall wholly cease and terminate.

12. Agreement Subject to Plan Becoming Effective. The performance by Seller of its obligations under this Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior or, under certain conditions, subsequent to its being declared effective and shall be abandoned if it has not been declared effective within the time limits prescribed in the Plan. Provided that Purchaser is not then in default under this Agreement beyond any applicable grace period, if the Plan is abandoned, or, if after the Plan is declared effective, title to the Unit does not close within the time set forth in the Plan for any reason other than Seller's or Purchaser's default, this Agreement shall be deemed canceled and, not later than 30 days thereafter, Seller shall return to Purchaser all sums deposited hereunder, and upon making such payment, neither party shall have any further rights, obligations or liability with respect to the other, and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

13. Seller's Inability to Convey the Unit. If Seller notifies Purchaser that Seller is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Seller shall not be obligated to take any action or incur any expense in excess of $1,000.00 to cure such inability, or to remove any monetary liens, if any. If Purchaser is not in default hereunder, Purchaser shall have the option to: (a) take title to the Unit subject to such inability (without any abatement of the purchase price, or any claim or right of action

against Seller for damages or otherwise); or (b) terminate this Agreement by written notice to Seller within 10 days after Seller's notice of such inability. Within 30 days after receipt of Purchaser's termination notice Seller shall return to Purchaser all sums deposited hereunder, together with any interest earned thereon, and upon making such payment, this Agreement shall be null and void, and neither party shall have any further rights, obligations or liability with respect to the other, and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

14. Construction.

14.1 The construction of the Unit and the materials, equipment and fixtures installed therein shall be substantially in accordance with the Plan and the architectural plans and specifications, as said plan and specifications are modified or amended as provided in the Plan. The issuance of a final Certificate of Occupancy for the Unit shall be deemed presumptive evidence that the Unit has been fully completed in accordance with the plans and specifications, and the Purchaser shall then be obligated to promptly proceed to closing of title.

14.2 Seller reserves the right to make changes or substitutions of materials or construction for items as set forth in the Offering Plan or the plans and specifications and/or modification of layout or design, provided any such changes are of comparable value and quality.

14.3 Seller may cancel this agreement by refunding Purchaser's full deposit, with interest, if any, together with a notice in writing, addressed to the Purchaser, at the address hereinabove set forth, in the event of the occurrence of any of the following: (1) that any governmental bureau, department, or subdivision thereof shall impose restrictions on the manufacture, sale, distribution, and/or use of materials necessary in the construction of residential housing, and such restriction shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (2) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, terrorist activity, military operations and requirements, national emergencies, or the installation of public utilities being restricted or curtailed.

15. Fixtures, Appliances and Personal Property.

15.1 The Unit is being sold unfurnished. No fixtures or appliances

are included in the sale of the Unit, except as set forth in the "Description of Property and Specifications" contained in Part II of the Offering Plan.

15.2 No credits will be given for any item unless agreed to, in advance and in writing, by Seller, in its sole and absolute discretion. Any change order to the plans hereto attached, involving a change on a phase of construction already performed, if accepted by Seller in its sole and absolute discretion, will be billed a change order charge of $500, plus the charge for the actual change order itself.

15.3 Seller shall not be responsible for any fixture, appliance or other item brought to the construction site by Purchaser for installation in the Unit.

16. Acceptance of Condition of Property. Purchaser shall accept title (without abatement in, or credit against, the purchase price, or escrow) notwithstanding the failure to complete construction of (a) minor details of the Unit, (b) other Units, or (c) work in the common areas of the Condominium which does not prevent Purchaser's use of the Unit.

17. Representations and Warranties. Purchaser acknowledges that he 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 Seller, Seller's Counsel, the Selling Agent, the exclusive real estate broker or otherwise, including but not limited to, any relating to the description or physical condition of the property, or the Unit, or the size or the dimensions of the Unit, or the rooms contained therein, or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the availability of any mortgage, the estimated real estate taxes on the Unit, the right to any exemption from real estate taxes paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, the existence, size or condition of any portion of the Common Elements or any improvements thereon, or any other representation except as herein or in the Plan specifically represented, Purchaser having relied on his own examination and investigation thereof. No person has been authorized to make any representations on behalf of Seller except as herein or in the Plan specifically set forth. No oral representations shall be considered a part of this Agreement. In the event a contractor or subcontractor is financially unable or refuses to perform its warranty, Seller shall not be excused from its obligations enumerated in the Plan under "Rights and Obligations of Sponsor." Nevertheless, Seller shall not, under any circumstances, be liable with respect to mechanical

equipment or appliances as to which warranties or guaranties are transferred to Purchaser. Purchaser agrees to close title to the Unit, without offset or claim against Seller, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plan on file in Seller's office, and to be filed in the City Register's office, is accurate or correct, provided the layouts and dimensions conform substantially to the Floor Plans, and Purchaser shall not be relieved of any of his/her obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Article 17 shall survive the closing.

18. Damage to Unit. If between the date of this Agreement and the title closing, the Unit is damaged by fire or other casualty, the following shall apply:

18.1 The risk of loss to the Unit by fire or other casualty prior to the title closing is assumed by Seller, but without any obligation or liability by Seller to repair or restore the Unit, except that if Seller elects to repair or restore the Unit, this 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. In such event, Seller 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, subject to the rights of the Board of Managers, if the Declaration will have theretofore been recorded, belong entirely to Seller and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Seller. The provisions of the preceding sentence shall survive the title closing.

18.2 In the event Seller notifies Purchaser that it does not elect to repair or restore the Unit, or if the Declaration has been recorded prior thereto, and such repairs or restoration are not made pursuant to the By-Laws, this Agreement shall be deemed canceled and of no further force or effect and Seller shall return to Purchaser all sums deposited hereunder, whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan.

19. Monies Held in Trust. All monies received from Purchaser hereunder will be deposited with HSBC Bank USA., 110 West Broadway, New York, New York 10013, and shall be held in escrow in, provided an Internal Revenue Service Form W-9 or W-8 completed and signed by Purchaser accompanies the payment, a special interest-bearing sub-account of the Richard L. Yellen & Associates, LLP, Attorney Escrow Account under the Purchaser's name. The funds so deposited will be disbursed only at the title closing or upon the earlier termination of this Agreement pursuant to the provisions hereof. All monies received hereunder by

Seller shall be held and disposed of by it in accordance with the provisions of Sections 352-h and 352-e(2)(b) of the New York General Business Law, and shall only be released upon the signature of a member of the firm of Richard L. Yellen & Associates, LLP, Attorneys for the Sponsor.

20. Brokerage.

20.1 Purchaser represents and warrants that The Corcoran Group (the "Broker") and _____ (the "Co-Broker") is/are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with Purchaser's reserving or purchasing the Unit. If any claim is made against Seller for commissions by any broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, liability, damage, cost or expense (including but not limited to reasonable attorneys' fees) arising as a result thereof.

20.2 Purchaser agrees not to act as a broker for resale of any Units in the Condominium as long as the Seller has not sold all of the Units.

20.3 The provisions of this Article 20 shall survive the closing.

21. Agreement May Not Be Assigned or Recorded By Purchaser. Purchaser shall not have the right to assign or record this Agreement without the prior written consent of Seller, which may be granted or refused in Seller's sole discretion. Any attempted assignment or recordation in violation of this Paragraph shall, at the option of Seller, constitute a default under this Agreement.

22. Binding Effect. This Agreement shall not be binding on Purchaser or Seller until a fully executed copy hereof, executed by Seller, has been furnished to Purchaser. If this Agreement is not accepted by Seller within 20 days after Purchaser delivers an executed copy of this Agreement to Seller together with the required down payment, this Agreement shall be deemed to have been rejected and canceled and the down payment paid on the execution hereof shall be promptly returned to Purchaser without interest.

23. Notices. Any notice, request or other communication hereunder shall be in writing and sent (unless otherwise provided herein) by registered mail or certified mail, to Purchaser at the address given at the beginning of this Agreement, with a copy to Purchaser's Attorney, as follows:

_____

_____

_____

and to the Seller at the address given at the beginning of this Agreement, with a copy to Seller's Attorney, as follows:

Richard L. Yellen, Esq.
RICHARD L. YELLEN & ASSOCIATES, LLP
111 Broadway, 11th Floor
New York, New York 10006

or to such address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, 3 days after the date of mailing shall be deemed to be the date of giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

24. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if there be more than one pursuant to this Agreement, in which case their obligations shall be joint and several.

25. No Personal Liability of Seller. Neither Seller nor any of its shareholders, members, managers, officers, directors, employees, agents or real estate agents shall have any personal liability to Purchaser with respect to any of Seller's obligations under this Agreement or the Plan or otherwise.

26. 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.

27. Execution of Required Documents. Purchaser agrees to execute and deliver to Seller all documents (including without limitation, a Deed, Unit Owner's Power of Attorney and Real Property Transfer Tax Returns) and to perform all acts required by the Seller to carry out the provisions of the Offering Plan, to establish the Condominium, and to conform to the provisions of all applicable laws and

regulations. This paragraph shall survive delivery of the deed.

28. Entire Agreement; Offering Plan. This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them. Purchaser shall have a period of either (a) seven (7) days after delivery to Seller of an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded promptly, or (b) three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement. The Purchaser must either personally deliver a written notice of rescission to the Sponsor within the seven (7) day period or mail the notice of rescission to the Sponsor and have the mailing postmarked within the seven (7) day period. The Plan, as it may be amended from time to time, is incorporated herein by reference and made a part of this Agreement with the same effect as if fully set forth herein. Terms used herein which are also used in the Plan have the same meanings as therein unless the context otherwise requires. In the event of any inconsistency between this Agreement and the Plan, the Plan shall govern to the extent that it enlarges upon or deals at greater length with Seller's obligations or imposes greater obligations on Seller.

29. 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.

30. Successors and Assigns. Subject to the provisions of Article 20, the provisions of this Agreement shall bind and inure to the benefit of the Purchaser and his/her heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Seller and its successors and assigns.

31. Jury Waiver. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Seller.

32. No Oral Changes. This Agreement cannot be changed or terminated orally.

ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

333-339 EAST 109 LLC

By: _____

PURCHASER(S):

_____

_____

PURCHASE AGREEMENT RIDER

The following items will be installed in the Unit for the additional cost of $2,700.00 - at Purchaser's sole election:

Washer: Bosch; Model # WFL20904C

Dryer: Bosch; Model # WTE830045

UNIT OWNER'S POWER OF ATTORNEY

PASCAL

All terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of PASCAL (the "Condominium") under Article 9-B of the Real Property Law of the State of New York, dated _____ 201__, and recorded in the New York County City Register's Office on _____,201__, in CRFN# _____ (hereinafter referred to as the "Declaration"), or (b) in the By-Laws of the Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meaning in this Unit Owner's Power of Attorney as in the Declaration or in the By-Laws.

The undersigned, the owner(s) of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") being described as Unit number_____ and also designated as Tax Lot _____ in Block _____ of New York County Tax Map # _____ and on the Floor Plans does (do) hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of the By-Laws, (c) to subject to a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present, and (2) to execute, acknowledge and deliver (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

any governmental unit or agency or any other public authority having jurisdiction over the property and affairs of the Condominium, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate. The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned does (do) hereby irrevocably nominate, constitute and appoint 333-339 EAST 109 LLC (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionments of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with the Declaration or (2) shall be required by (a) an Institutional Lender, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interests of the Undersigned's Unit, (ii) require a material physical modification to the Undersigned's Unit or to the Common Elements or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any of the Units in the Condominium.

IN WITNESS WHEREOF, the undersigned (has) (have) executed this Unit Owner's Power of Attorney as of the _____ day of _____,200_.

_____ _____

State of New York)
:ss:
County of _____)

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

PASCAL

UNIT DEED

THIS INDENTURE, made the ___ day of _____, 200__, between 333-339 EAST 109 LLC, a New York limited liability company having an office at 158-13 72nd Avenue, Flushing, New York 11365, the "Grantor", and _____ and _____, residing at _____, the "Grantee".

WITNESSETH:

That the Grantor, in consideration of Ten Dollars ($10.00), lawful money of the United States, paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever:

All that certain piece or parcel of real property, with the improvements therein contained, situate and being a part of PASCAL, County of New York, State of New York, known and designated as the following unit along with an undivided interest in the common elements of the condominium hereinafter described, as the same is defined in the Declaration of Condominium hereinafter referred to as:

Unit No. ____, together with a percent undivided interest in the common elements.

The real property above described is shown on the plans of the Condominium certified by Karl Fischer Architect, and filed in the New York County City Register's office on the _____ day of _____, 200__, as Map No, _____ as defined in the Declaration of Condominium entitled "PASCAL" made by the Grantor under Article 9-B of the New York Real Property Law, dated _____ 200__, and recorded in the New York County City Register's Office on the _____ day of _____, 200__, in CRFN #_____ _____, covering the property therein described. The land area of the property is described fully therein.

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Unit(s) or common elements now existing as a result of construction of the buildings in which the Unit is located or which may come into existence hereafter as a result of settling or shifting of the buildings, or as a result of repair or restoration of the buildings or of the Units after damage or destruction

by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements, so that any such encroachments may remain so long as the buildings shall stand;

TOGETHER WITH an easement in common with the owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other Units or elsewhere on the Condominium property, and serving or benefitting the Units;

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER WITH and subject to all easements of necessity in favor of the Unit or in favor of other Units or the common elements;

SUBJECT TO easements in favor of adjoining Units and in favor of the common elements for the continuance of all the encroachments of such adjoining units or common elements on the Unit now existing as a result of construction of the building(s), or which may come into existence hereafter as a result of settling or shifting of the building(s), or as a result of repair or restoration of the building(s) or of any adjoining Unit or of the common elements after damage or condemnation or eminent domain proceedings, or by reason or an alteration or repair to the common elements, so that any such encroachments may remain so long as any such buildings shall stand, each Unit being subject to the aforesaid easements in favor of all other Units;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other common elements located in the Unit(s) or elsewhere on the Condominium Property and servicing other Unit(s);

SUBJECT to the provision, benefits, rights, privileges, easements, burdens, covenants, and restrictions of the Declaration and of the By-Laws of the Condominium recorded simultaneously with and as part of the Declaration (including the Right of First Refusal set forth therein), as the same may be amended from time to time by instruments recorded in the Office of the New York County City Register, which, together with any amendments thereto, constitute covenants running with the land, and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

TOGETHER with the benefits and subject to the burdens of other easements, agreements, rights of way and restrictive covenants of record.

TO HAVE AND TO HOLD the same unto the Grantee, the heirs or successors and assigns of the Grantee, forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose,

AND the Grantee, by acceptance of this deed, accepts and ratifies the provisions of the Declaration and By-Laws of the Condominium recorded simultaneously with and as part of the Declaration and the Rules and Regulations of the Condominium and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the Office of the New York County City Register.

The use for which the Residential Unit is intended is that of a residence only, subject to the applicable governmental regulations and to the restrictions contained in the Declaration and By-Laws.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed the day and year first above written.

Grantor:

333-339 EAST 109 LLC

By: _____

Grantee(s):

_____

_____

State of New York)
:ss:
County of _____)

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

State of New York)
:ss:
County of _____)

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

State of New York)
:ss:
County of _____)

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

Architect's Report

PASCAL

New York, New York

Karl Fischer, Architect

Seal (R.A.)



June 28, 2010

A. LOCATION AND USE OF PROPERTY:

1) Address: 333 East 109th Street, New York, NY. 10029
2) Block and lot number: Block 1681, Lot 17, 18 and 19
3) Zoning: Residential District (R-7-A)
4) Permissible use: U.G. 2-Residential quality housing, J-2 Class 1C

B. STATUS OF CONSTRUCTION: New Construction

1) The projected date of substantial completion is on or about September 2010 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 the elements or any other cause over which the Sponsor has no control.

2) Class of construction: The building will be classified as I-C and will conform to all applicable regulations of the Building Code of the City of New York. The building plans have been filed with the New York City Department of Buildings, BIN# 1813095, JOB# 104126802, and approved on 01/08/2007.

3) Certificate of Occupancy: After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the building from the Department of Buildings of the City of New York. The Sponsor makes no representation as to the exact time of the delivery of the Certificate of Occupancy. The Sponsor will obtain a Temporary Certificate of Occupancy prior to the first unit closing. The Sponsor will obtain a Permanent Certificate of Occupancy within 2 years of the first unit closing.

C. SITE

1) Size: 75'-0" width x 100'-11" length
2) Number of buildings and use: One 8-story building, containing 35 residential units.
3) Streets owned or maintained by City of New York:
   - (i) Paving: The streets are paved with concrete. The overall condition is good. The concrete sidewalks and curbs fronting the property will be repaired or replaced when construction nears completion.
   - (ii) Curbing: Sidewalk curbing will be repaired or replaced by steel faced curbing when construction nears completion.
   - (iii) Drainage: Catch basins consisting of curb inlets leading to storm drains located beneath the streets.
   - (iv) Street lighting: Existing high intensity luminaries with metal extension arms mounted on posts. The existing lighting appears adequate.
   - (v) All items either exist, or will be constructed, in conformity with local fire district, town or municipal building codes.

4) Drives, sidewalks and ramps; Retaining Walls
   (i) Paving: Concrete, in good condition. The sidewalk fronting the property will be replaced or repaired when construction nears completion.
   (ii) Curbing : Sidewalk curbing will be repaired or replaced by steel faced curbing when construction nears completion.
   (iii) Catch basins: None within lot frontage
   (iv) Street lighting : Existing high intensity luminaries with metal extension arms mounted on posts. The existing lighting appears adequate.
   (v) Retaining walls are reinforced concrete.
   (vi) All new construction will be in conformity with all Agencies having Jurisdiction.

5) Handicap Access – There is compliance with Handicapped Access Law.

D. UTILITIES:

1) Electricity

Electricity will be supplied and individually metered for each residential unit and will be billed directly to the unit owners by Consolidated Edison. A separate meter will be provided for electrical requirements of the common area, such as lobby, stair, accessory gym, recreation areas, corridor and mechanical systems such as meter rooms, fire pump room, and mechanical room. This metered electricity will be part of common charges.

2) Gas

All 35 apartments will be metered separately and will be billed directly to the unit owners by Consolidated Edison. These meters will be for each apartments heating and cooking. A separate meter for common areas shall be installed for gas service supplying the domestic hot water heaters for hot water and a gas furnace for common area heating. This metered gas will be part of common charges. Gas and electrical service will be provided by Consolidated Edison.

3) Water and Sewer

Water supply and combined sewer servicing the building units will be provided by the City of New York. Water will be master metered. All costs for water and sewer service to the residential units and common areas will be paid by the condominium as a common expense and included in common charges.

4) Telephone

Telephone service will be provided and billed by a telephone company (to be selected by each unit owner) and billed directly to the owners. Cable wiring will be provided

to each residential unit by a cable company who will bill the unit owner directly. All residential units will have cable wiring in the living room and bedroom. Cable service provider will be selected and paid by each unit owner.

E. SUB-SOIL CONDITIONS:

1) Uneven foundation movement or settling does not appear to have occurred.

2) Test pits indicate rock of good bearing capacity to support Mat slab. Ground water was encountered in only one of the test pits. Due to the slope of the level of the top of the rock, some ground water flow should be anticipated from higher grades, however not to a degree that would require corrective action.

3) There is no danger of flooding due to water table or area overflow, and little potential for soil erosion or mud slides. Based on a report done by Hydro Tech Environmental, Corp. dated August 11, 2005 ground water is at approximately fifteen feet below grade level. The lowest point of our foundation is 8.5 feet below grade.

4)Based on FEMA Flood Insurance Rate Map dated September 5th 2007 this property is in a flood zone "AE", a base flood elevation of 13'. Ground floor level of this building is at elevation 13.95'.

F. LANDSCAPING AND ENCLOSURES:

1) Grass cover: Sod or Astroturf will cover approximately 1/3 of the rear yard. A final determination of the exact species of sod or Astroturf has not yet been made.
2) Plantings: The rear yard will contain one (1) medium tree and two (2) planter boxes filled with miscellaneous shrubbery. A final determination of the exact species of trees and shrubbery has not yet been made.
3) Trees: (3) new trees (3" min. caliper) to be provided at front of building along East 109th Street. All trees are to be maintained and replaced in accordance with the Standards of the New York City Parks Department and the Department of Transportation.
4) Fencing: There will be a 6' to 8' high privacy fence, constructed from wood or pvc, enclosing the entire rear yard and separating the rear yard spaces allocated to specific Units.
5) Gates: None
6) Garden walls: None
7) Retaining walls: None
8) Display pools and fountains: None
9) Open Recreation Space & Sitting Areas: All units will have access to a gym, recreation room located in the front lobby, recreation space on the terrace located at

the roof level, and back yard. The back yard will contain a basketball court, Jacuzzi, and sitting area.

- Units 1D and 1E shall each have access to a private rear yard at grade.
- Units 3A, 3C, 3D, 3E, 4A, 4C, 4D, 4E, 5A, 5C, 5D, 5E, 6A, 6C, 6D, 6E, 7D, 7E, 8D and 8E shall have access to balconies.
- Units 2D, 2E, 7A and 7C shall have access to private roof terraces at the second and seventh floors.

G. BUILDING SIZE AND HEIGHT:

1) Total height: Approximately 120 feet from ground level to highest point (elevator).
2) There will be a crawl space approximately 5 feet high containing misc. piping from the building.
3) There will be no cellar level.
4) There will be 8 stories.
5) The following equipment rooms are located at the 1st floor: electric meter, water meter, gas meter and compactor rooms.
6) Parapet (height above roof). 3'-6" A.F.R.
7) Floor to ceiling heights: Ceiling heights vary from 8'-0" to 9'-4" depending on the required air conditioning, ductwork, piping, sub flooring and flooring. All floors will have a minimum ceiling height of 8'-0".

H. STRUCTURAL SYSTEM:

1) Exterior of Building: The building structural system consists of reinforced poured in place concrete. The floor construction shall be 7" poured in place concrete supported by concrete columns. 3'-6" deep mat slab foundation will be reinforced poured in place concrete. Interior Stairs are a poured in place concrete with steel handrails. As this is a new construction, a Local Law 10 inspection is not yet necessary, however Local law 10 will be fully complied at such time as an exterior wall inspection is required.

i) Walls:

(a) Exterior wall: 1 5/8" stucco, exterior densglas gold sheathing, 6" 16 gauge steel studs at 16" o.c., 6" glass fiber batt insulation with foil backing and 5/8" sheetrock finish. Walls have insulation as required by NYS Energy Code "R" value –exterior walls R-15 roof R-19

(b) Walls abutting existing adjacent buildings shall consist of 2-hour fire-rated 6" block with 4" 25 gauge steel studs at 16" o.c., 4" glass fiber batt insulation with foil backing and 5/8" sheetrock finish.

(c) Interior walls are of non combustible metal studs and 5/8" sheetrock

ii) Windows: The windows will be manufactured by Weather Shield. The windows will be casement type and fixed lite type. They shall be constructed of wood with aluminum cladding. Windows are supplied with screens but do not include window guards. The windowsills are to be constructed of wood. The window openings will be framed using double header light gauge metal framing. There will be no lot line windows. The windows carry a separate warranty by the manufacturer for 10 years.

The sponsor reserves the rights to provide windows by different manufacturers, which are equal to, or better than those listed above.

iii) Landmark status: No landmark status is applicable for this building.

2) Parapets and copings: Concrete masonry units with stucco and metal flashing, 3'-6" A.F.R.

3) Chimneys and caps: There is one 24" 16g aluminized steel refuse chute extending 4'-0" above the finished roof. There are two steel 6" flue from the domestic hot water boilers extending 6'-0" above the finished bulkhead roof. All flues and chimneys will conform to New York City building codes.

4) Balconies and terraces:

(i) Balcony finish: Concrete (typical)
(ii) Balustrade: CMU at terraces, all are 3'-6" high A.F.R.
(iii)Railings: The railing posts are made from a corrosion resistant anodized aluminum approximately 2' – 8" apart with 3/8" tempered glass overhanging the terrace approximately 1". The bottom 16" of glass is sand blasted, the remaining top is clear.
(iv) Copings: Aluminum and cast stone.
(v) Soffits: Stucco to match exterior finish.
(vi) Doors to opening out to balconies and terraces are to be manufactured by Weathershield. They are 9'-0" high x 3'-0" wide. They are constructed of wood with aluminum cladding.
(vii) All terraces have roof drains which drain to the main storm line and then to the city storm sewer. All balconies are pitched away from the building towards the exterior of the property and self-drain to the ground. These balconies have perimeter edge grooves on the underside of each balcony to prevent water return.

5) Exterior entrances:

(i) Exterior doors and frames will be of a framed storefront type. Frames and mullions will be aluminum with rubber gaskets to secure the glass. The aluminum will be enamel painted matching the window frames. The doors will be self locking with an electronic magnetic catch, with access granted through an electronic RFID key system.

(ii) There will be no vestibule.

(iii) Exterior stairs: None

(iv) Railings: There will be no exterior railings.

(v) Mail boxes: NYC approved, manufactured by Auth Florence, series 4C horizontal, and inset into lobby wall on the 1st floor.

(vi) Lighting at the building entrance is comprised of a mixture of several different elements. The pendants are provided by Design Within Reach with 200watt bulbs, Down lights are manufactured by Eureka lightolier, model # 1096, projection lights are manufactured by Eureka lightolier, model #8201, directional trim lights are manufactured by Xenon Architectural Lighting, model # 620-62946. The sponsor reserves the right to provide light fixtures different than those listed above.

(vii) Intercom: A phone video entry panel with digital keypad or similar.

(viii) Service Entrances: 1 (One) Service entrance, used as a second means of egress. Door to be manufactured by Weather shield and it is constructed of wood with aluminum cladding.

7) Roof and roof structures:

(i) Typical roof for all areas:

a. Material: Single ply insulated roof system with tapered insulation or approved equal system.

b. Insulation: Mechanically fastened roof insulation "R" value R-19 or approved equal system.

c. Surface finish: Granual finish.

d. Bond or guarantee: (10) ten years manufacturer's backed roofing warranties material only.

e. Flashing materials including counter flashing: Aluminum flashing and counter flashing or approved equal system.

(ii) Drains:

a. Cast iron drains with dome grate on roof and flat grates on terraces, balconies and garage.

b. All leaders will be cast iron no hub piping.

(iii) Skylights: NA.

(iv) Bulkheads:

a. Walls: Stucco outside on 6" CMU block; 1 5/8" stud with 5/8" sheetrock or painted block on the inside.
b. Elevator: Stucco outside on 6" CMU block.
c. Mechanical Room: Stucco outside on 6" CMU block.

(v) Metal work at roof levels:
a. Stairs: The exterior stairs and all stair components leading from the roof to bulkhead and machine room are made completely of steel. This includes stair treads, railings, stringers, platforms, and all structural components.
b. Vertical ladders: None
c. Railings: Aluminum with tempered glass railing at front and rear 3'-6" AFR.
d. Hatches to roof: None
e. N/A

(vi) Rooftop facilities: A common recreation area on the roof enclosed by a 6' high privacy fence.

8) Fire escapes: None

9) Yard and courts:

(i) Paving: Rear yard contained a 25' x 30' basketball court constructed from asphalt. Large 30'x30' grass eating area with barbeque and 10'x10' deck with 7 person Jacuzzi.
(ii) Drainage: N/A
(iii) Railings: N/A
(iv) Stairs: N/A
(v) Fencing: 6' to 8' high privacy fence, made from pressure treated lumber, pvc, chain link or something similar between 2 private rear yards, common area and property line.
(vi) Walls: N/A

10) Interior stairs:

(i) Number of stairs: 2(Two) sets of interior egress stairs, beginning from the 1st floor to the 8th and roof/bulkhead.
(ii) Enclosure: Pre-cast concrete/ Light gauge metal studs with 2 layers of 5/8" sheetrock – 2hr fire rated walls.
(iii) Stair construction: Precast concrete.
(iv) Stringers: N/A
(v) Treads: N/A
(vi) Risers: Concrete
(vii) Guard rails: Steel to be painted

(viii) Balustrade: Steel to be painted

11) Interior doors and frames:

(i) Unit entrances are welded steel frames and fire rated hollow metal doors. Bedroom & bathroom doors are Solid core wood door and knock down metal frames.
(ii) Corridor doors and frames are fire rated hollow metal doors and welded steel frames.
(iii) Stair hall doors and frames are fire rated hollow metal door and welded steel frames.
(iv) Roof and mechanical room doors and frames are fire rated hollow metal doors and welded steel frames.
(v) All other doors in the units are to be hollow wood doors and knock down metal frames.

12) Elevators:

(i) There shall be 1 (one) passenger elevator servicing the residential units from the 1st floor to the roof level.
(ii) The elevator will be manufactured by ThyssenKrupp and shall have a capacity of 2,500 pounds or 14 people (based on 175 lbs. per person).
(iii) The elevator will be common to all units.
(iv) The elevator will have standard push button automatic controls.
(v) The elevator will serve the 1st floor through the roof, making 9 landings.
(vi) The elevator will be a geared traction elevator with machine above the elevator hoistway.
(vii) The elevator doors will be sliding side opening on all floors
(viii) The elevator machine room will be located above the hoistway with access from the roof level.
(ix) The elevator will use 208 volt, 3-phase A/C, 60 Hz motor manufactured by ThysesenKrupp. There is no D/C motor.
(x) The shaft measures 8'-8" x 6'-10", pit depth 5'-0", overhead clearance 15'-0".
(xi) Sponsor reserves the right to provide mechanical equipment which are equal to or better than those listed above.

13) Elevator cabs:

(i) The elevator cab will be manufactured by ThyssenKrupp.
(ii) The floor material will be carpet manufactured by Bigelow make Konjori Fog model number 939 or an approved equal.
(iii) The walls will be 1/16" plastic laminate Amber Wood 7012 by Formica, with brushed aluminum reveals.

(iv) The ceiling will be painted baked enamel grid, color Fawn No F-808 by ThyssenKrupp, and will include white translucent plastic panels.

(v) The lighting will be fluorescent diffused through a closed white translucent grid.

(vi) The elevator will be equipped with industry standard alarms and safety systems including:

a. A stop switch that can be activated manually to stop the elevator in the case of an emergency.
b. An alarm button
c. An emergency communication system to communicate directly with the elevator maintenance company

-Note: All emergency systems will be powered by a four hour backup battery in the event of a power outage.

(vii) The interior doors will be stainless steel with #4 brush finish.

(viii) The exterior doors will be painted baked on enamel, color Sable No F-909 by ThyssenKrupp.

(ix) Sponsor reserves the right to provide elevator cabs equal to or better than those listed above.

I. Auxiliary Facilities:

1) LAUNDRY ROOMS:

(i) Each unit will be provided with a washer and dryer hookup.

(ii) Room Ventilation: Not required. The dryer is an electric dryer with a condensation drying system that does not require ventilation.

(iii) Dryer Ventilation: Not required. The dryer is an electric dryer with a condensation drying system that does not require ventilation.

(iv) **At the election of each purchaser each unit will provided with a washer and dryer at an additional cost of $2,700 per unit:**

Washer: Bosch; Model # WFL20904C
Dryer: Bosch; Model # WTE830045

2) REFUSE DISPOSAL:

(i) Incinerator: None

(ii) Compactor: One located in the refuse storage rooms at the ground floor Make: Hydraulic Cylinder Econo Krusher, Model RP, Capacity 37,000

lbs/24hr, Cycle time 35 seconds, Compaction ratio 5:1, or a comparable unit.

(iii) Approval by authority having jurisdiction (date of approval): NA

(iv) Refuse will be collected through one galvanized steel garbage shoot located at the end of the corridor on each floor. The refuse shoot will deposit the garbage into a refuse storage room located on the 1st floor.

(v) Refuse is collected 2 (two) times per week by the New York City Sanitation Department.

J. PLUMBING AND DRAINAGE

1) Water Supply.

A new 4" water service from the street main will be equipped with a water meter and backflow prevention device.

Domestic water will be delivered to plumbing fixtures, interior and exterior hose bibs and mechanical equipment with copper type L tubing. All hot and cold water lines will be insulated with at least 1/2" fiberglass pipe insulation.

Two (2) gas fired hot water heaters made by Laars, model number VW-PW250 250,000 BTU each, located in the roof mechanical equipment room provides the required domestic hot water.

2) Fire protection system

i. Standpipes (material, size, location): A fire standpipe system will be provided with fire valves located at the standpipe riser in the fire stairs.

ii. Hose racks, hoses and nozzles (location): In first floor lobby stairwell in a fire cabinet.

iii. Sprinkler heads (type system, location): An automatic sprinkler system (black-steel 10/40) will be provided throughout the building. The sprinkler system will be hydraulically designed based on the following criteria:

1. Light hazard occupancy for residential area
2. Ordinary Group I hazard occupancy for storage areas, mechanical and storage and electrical areas.

iv. Siamese connection (type, location): Street level 4x4x3 combined Siamese connection is located on 109th street.

3) Water storage tanks and enclosures. None.

i. Number, type, location of each: NA.
ii. Material (interior, exterior and roof of tank): NA
iii. Access to tank (e.g., vertical gooseneck ladder: NA
iv. Capacity (total gallons): NA
v. Capacity (fire reserve): NA

4) Water pressure and how maintained: A water pressure booster system will be provided to increase street water pressure. A domestic water distribution system, (Type L Copper) will provide maximum static pressure in any zone not exceeding 80 psi and not below 30 PSI.

5) Sanitary sewage system.

i. Sewage piping (materials): Fully vented sanitary system (cast iron) will be provided to drain plumbing fixtures and equipment rooms throughout the Building. All fixtures will be trapped and vented
ii. Sewage pumps (if any): Sanitary wastes from the above ground building will be discharged to the city sewer by gravity. Sump pump will be provided in elevator pit.
iii. Sewage disposal (public/private; treatment, drainfield; sewer): Sewer disposal is provided by the city of New York.

6) Permit(s) required. The following required permits have been acquired:

i.	New Building Permit#	104126802-01-NB	Issued 3/26/2009
ii.	Plumbing Permit#	104126802-01-PL	Issued 6/19/2009
iii.	Sprinkler Permit#	104514483-01-EW SP	Issued 3/25/2009
iv.	Standpipe Permit#	104514483-01-EW SP	Issued 3/26/2009
v.	Fire Alarm Permit#	104553528-01-EW FA	Issued 3/22/2007

7) Storm draining system. Storm water from roofs and other areas opened to the outside air will be discharged into the main sewer after the house trap.

i. Catch basins (location): None.
ii. Yard and roof drains: New.
iii. Piping Materials: Cast iron.
iv. Sump pump: (Federal Pump: 2P-1/2-4) shall be provided in the elevator pit which will eject any water that may accumulate. Pump discharge shall connect downstream of house trap. Duplex sump pump (Federal Pump: VSS-2 ½-D-2-6) shall be provided to served the floor drains in the crawl space. Pump discharge shall connect downstream of house trap.:

K. HEATING:

Each unit is designed to include a self-contained AC unit with a gas furnace, also known as a "PTAC unit". Each PTAC unit has been manufactured by Islandaire or an approved equal and has its own individual thermostat built in to control heating and cooling. Listed below are the models and characteristics of all the PTAC units.

THRU-THE-WALL INCREMENTAL UNIT, MEA# 358-93E

TYPE	MODEL No.	COOLING CAPACITY (BTUH)	HEATING CAPACITY (BTUH)	ELECTRICAL SPECIFICATIONS
A	EZ09	9,300	12,260	208/1/60
B	EZ12	12,000	12,260	208/1/60
C	EZ15	14,800	14,711	208/1/60

See Floor Plans of the Offering Plan for the exact location of PTAC units in each Residential Unit.

The above mentioned PTAC units shall be adequate for modern usage. The design criteria are as follows:

	Summer	Winter
Outdoor Design Temperature	89 F DB, 73 F WB	13F DB
Indoor Design Temperature	78 F DB	68F DB

Mechanical rooms on the first floor are ventilated via a dedicated 100% outside air heated ventilating unit. Outside air ducts are connected to louvers on the First floor. Exhaust fans are located at the roof level.

Common areas are heated by a central rooftop unit.
Make: Trane - Model: YC121C3
Cooling Capacity: 127,000 BTUH
Heating Capacity: 250,000 BTUH

L. NATURAL GAS SUPPLY

1. Type: New low-pressure black steel schedule 40 gas system.
2. Meters: Natural gas consumption will be individually metered by supplier.
3. Piping: Steel.

M. AIR CONDITIONING. Each unit is designed to include a self-contained AC unit known as a "PTAC unit". Each PTAC unit has been manufactured by Islandaire or an approved equal and has its own individual thermostat built in to control heating and cooling. Listed below are the models and characteristics of all the PTAC units.

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	Summer	Winter
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Indoor Design Temperature	78 F DB	68F DB

Common areas are heated by a central rooftop unit.
Make: Trane - Model: YC121C3
Cooling Capacity: 127,000 BTUH
Heating Capacity: 250,000 BTUH

N. Ventilation. Ducting and venting will be installed for kitchens and toilets in all units according to the following specifications:

FAN MODEL	MODEL NO.	CFM	STATIC PRESSURE	HP
KX-1 Greenheck	GB-131-5	1950	0.75"	1/2
KX-2 Greenheck	GB-101-4	900	0.75"	1/4
KX-3 Greenheck	GB-131-5	1950	0.75"	1/2
KX-4 Greenheck	GB-121-4	1200	0.75"	1/4
TX-1 Greenheck	GB-090-4	560	0.75"	1/4
TX-2 Greenheck	GB-121-3	1050	0.75"	1/3
TX-3 Greenheck	GB-080-4	420	0.75"	1/4
TX-4 Greenheck	GB-121-4	1120	0.75"	1/4
TX-5 Greenheck	GB-080-4	350	0.75"	1/4
TX-6 Greenheck	GB-070-4	140	0.75"	1/4

O. ELECTRICAL SYSTEM.

1. Service from main service switchgear: New 2500 amp circuit panel, 120/208 volt, 3 phase, 4 wire electric service shall be provided for the building. New switchboard equipment will provide power as required for service to the house loads and residential unit loads.

2. 1 BR units: 100 AMP, 24 circuit breaker panel
   120/208 Volt
   1 Phase, 3 Wire Panel
   2 BR units: 100 AMP, 30 circuit breaker panel
   120/208 Volt
   1 Phase, 3 Wire Panel

3. Compartment switch gear: Located on the first floor, meter banks are located in the main electric room on the first floor.

4. Unit Service: New electrical systems will be installed for all units and will be adequate to handle modern use and appliances such as air conditioners, dishwashers and dryers. Protective devices are sized adequately to satisfy the loads.

5. Adequacy: Services is sufficient for each and every Unit for modern use including appliances such as air-conditioners, dishwashers and dryers.

   i) Service: All units will have a 1 phase 3 wire panel. The 1 bedroom units will have a 24 circuit panel and the 2 bedroom units will have a 30 circuit panel.
   i) Lighting and fixtures: All units will have new lighting and fixtures.
   ii) Convenience outlets, appliance outlets: All units will have convenience and appliance outlets.

P. INTERCOMMUNICATION. Intercom functions and Lobby door release functions are to be incorporated into the buildings telephone switch system of a type to be selected by owner. An intercom station and keypad shall be installed at the building entrance to enable communication with each apartment.

Q. PUBLIC AREA LIGHTING. All public areas will be adequately lit

R. .GARAGE AND PARKING AREAS. None.

S. .SWIMMING POOL. None.

T. .PLAY AREAS AND RECREATIONAL FACILITIES. The condominium will include a gymnasium on the first floor a lounge in the lobby, a basketball court, outdoors eating facility, and sitting area in the yard behind the building, a 7 person Jacuzzi and a roof terrace. The equipment in the gym will include a treadmill, weight bench, free weights, exercise bike, elliptical machine, a stepper and a multi gym press system. The gym is ADA compliant does not have a bathroom, lockers, locker room or any washing facilities and is free of charge to the owners of the building.

U. PERMITS AND CERTIFICATIONS.

2. List of required permits:
   - i. New Building Permit# 104126802-01-NB Issued 3/26/2009
   - ii. Plumbing Permit# 104126802-01-PL Issued 6/19/2009
   - iii. Sprinkler Permit# 104514483-01-EW SP Issued 3/25/2009
   - iv. Standpipe Permit# 104514483-01-EW SP Issued 3/26/2009
   - v. Fire Alarm Permit# 104553528-01-EW FA Issued 3/22/2007
   - vi. Elevator Permit# Record Number: 34057 Issued 4/4/2007
   - vii. Electrical Permit # M276509 Issued 1/27/2008
   - viii. Boiler Permit # 110399060-EW-BL Issued 3/17/2009
   - ix. Builders Pavement Plan # 104517346 Issued 4/4/2007
   - x. Construction Equip. Shed # 104717790-EQ-SH Issued 3/31/2009

V. VIOLATIONS. There is no outstanding violation as of today on this property. Any future building violations will be corrected prior to the issuance of the Permanent Certificate of Occupancy.

W. UNIT INFORMATION. The building is divided into the following thirty five (35) residential units.

Unit	Number of Bedrooms/ Bathrooms	Approximate Area of Unit (Square feet)	Unit	Number of Bedrooms/ Bathrooms	Approximate Area of Unit (Square feet)
1A	1 / 1	655	5A	1 / 1	626
1D	1 / 1	611	5B	1 / 1	647
1E	1/ 2	727	5C	1 / 1	677
2A	1 / 1	626	5D	2 / 1	834
2C	1 / 1	690	5E	2 / 2	907
2D	2 / 1	834	6A	1 / 1	626
2E	2 / 2	907	6B	1 / 1	647
3A	1 / 1	626	6C	1 / 1	677
3B	1 / 1	647	6D	2 / 1	834
3C	1 / 1	677	6E	2 / 2	495
3D	2 / 1	834	7A	1 / 1	726
3E	2 / 2	907	7C	1 / 1	715
4A	1 / 1	626	7D	2 / 1	820

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333 East 109th Street
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4B	1 / 1	647	7E	2 / 1	807
4C	1 / 1	677	8A	1 / 1	726
4D	2 / 1	834	8C	1 / 1	720
4E	2 / 2	907	8D	2 / 1	820
			8E	2 / 1	807

The residential units will be finished in accordance with the following specifications:

1) Kitchen:

Dishwasher :	Blomberg built-in dishwasher, model DWT34240
Microwave :	Jenn-Air microwave/hood combination, Model JMV9169BAP
Range (Gas):	Jenn-Air 30'' slide-in gas range, model JFC2089HTB.
Refrigerator:	Fagor counter depth Bottom-Freezer Refrigerator, Model 3FCA68NFX
Kitchen Sink:	Sani-plum elegant series no. HBS2318A, 23 x 18 x 10''.
Kitchen Faucet:	Danze single handed bar faucet Sirius Series model # D151044.
Cabinets:	Upper doors - MDF core with White Acrylic Laminate; base Doors-MDF core with Oak Laminate; cabinets - pressboard core with plain laminate.
Counters:	1 ¼'' quartz stone countertops.
Floors:	2 1/4" wood flooring (Oak.)
Wall:	Painted drywall.

2) Bathroom:

Lavatory sink:	Wetstyle 24'' or 48'' sinks
Toilet:	Corina 5178 by Vitra
Tub:	Lacey bathtub by Hydrosystem, 32 x 60''
Cabinets:	Stained hardwood veneer.
Counters:	Stained hardwood veneer.
Mirror:	A custom built medicine cabinet with mirror doors.
Floors:	Ceramic tile
Wall:	Painted drywall and ceramic tiles in the shower/tub enclosure.

3) Bedroom:

Floors:	2 1/4" wood flooring (Oak.)
Wall:	Painted drywall.

X. FINISH SCHEDULE OF SPACES OTHER THAN UNITS.

Room	Floor	Walls	Ceiling	Remarks
Lobby	Antares 16 x 24'' ceramic tile	Mixed stained hardwood, glass, and painted drywall	Painted Drywall	
Elevator Lobby	Antares 16 x 24'' ceramic tile.	Vinyl wall covering and painted drywall.	Painted Drywall	
Refuse Room	Vinyl tile	Painted CMU	Painted CMU	
Gymnasium	Vinyl tile	Painted Drywall	Painted Drywall	
Mechanical Room	Concrete slab	Unfinished	Unfinished	

Y. SAFETY AND WARNING DEVICES.

1. Fire and/or smoke safety devices installed in Residential Units and common areas:

   i.Hardwired smoke detectors/carbon monoxide detectors will be installed in all Residential Units adjacent to sleeping areas.

   ii.A Fire Alarm Panel, as per NYC Building Code, will be maintained on the ground floor.

Z. ADDITIONAL INFORMATION REQUIRED.

1. Site Plan: To be provided.
2. NA. The building is located in a high density urban area.
3. See attached drawings.
4. The approximate total area of each unit is shown on each attached floor plan.

AA. NA.

BB. NA.

CC. ASBESTOS. This is not an asbestos project.

To the best of my knowledge, belief and professional judgment, these plans and specifications are in compliance with the Energy Conservation Construction Code of New York State, using chapter 8.

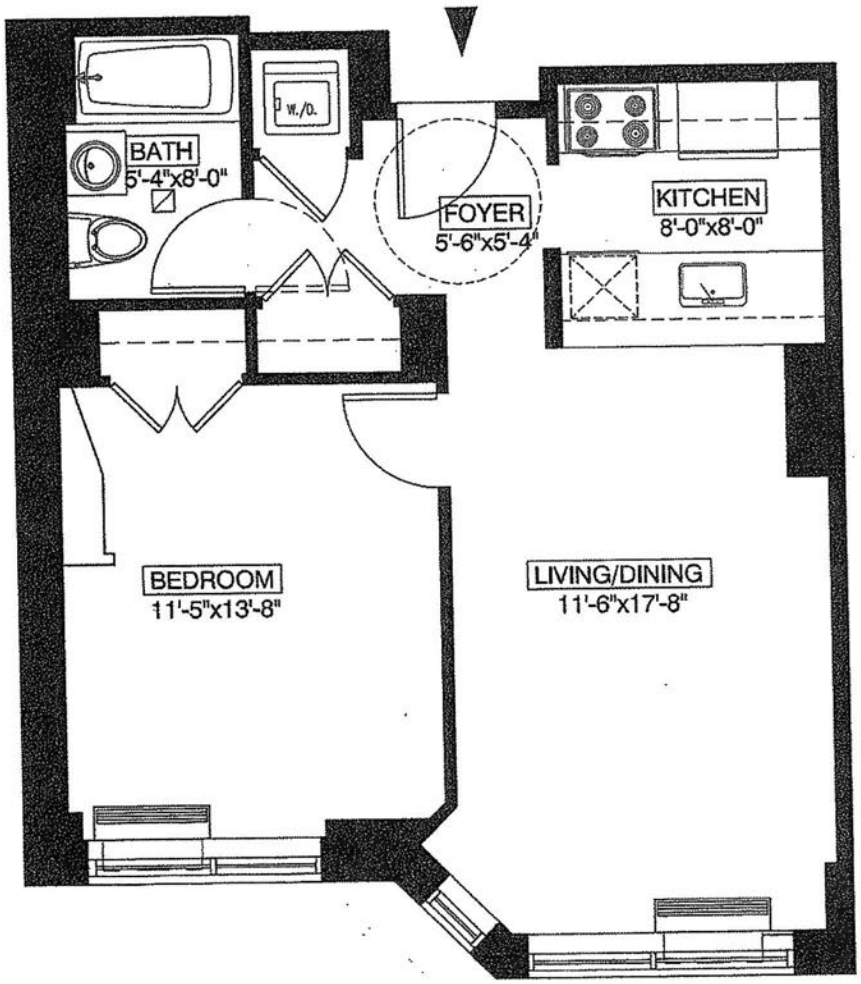
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

1A
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
1

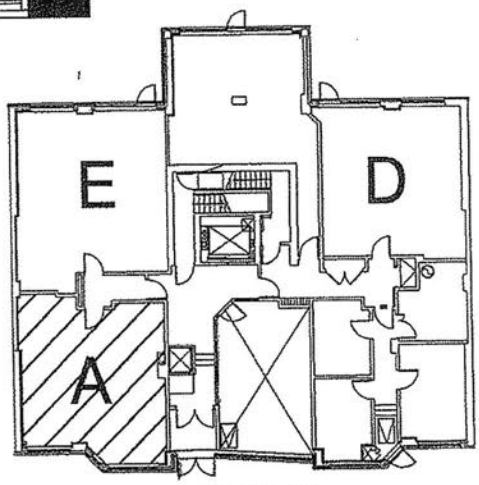
APARTMENT AREA
655 SQ.FT.



All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs

We reserve the right to make changes due to unforeseen conditions, in accordance with the offering plan

SCALE:
3/16 = 1'-0'



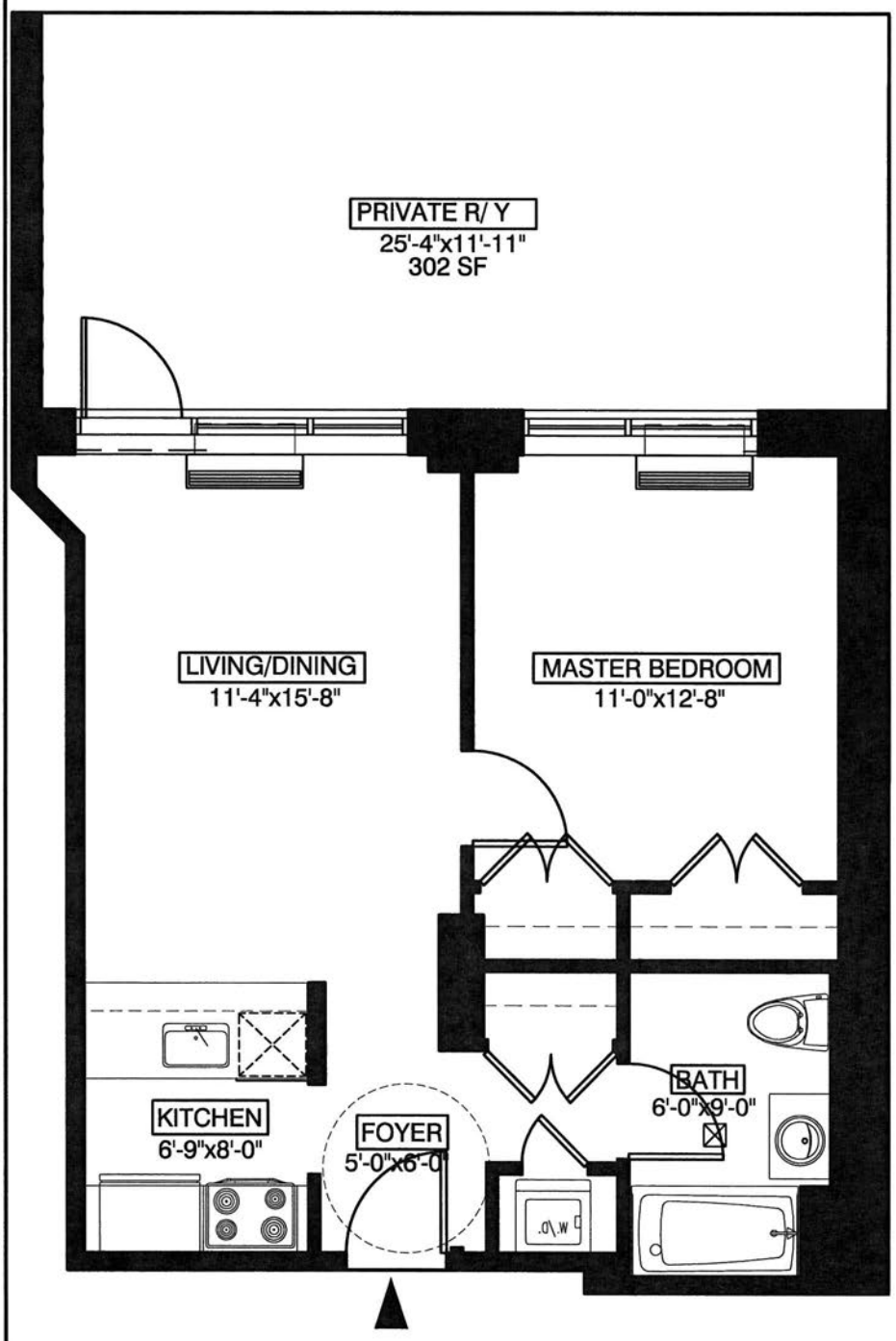
KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

1D
1 BEDROOM
1 BATHROOM

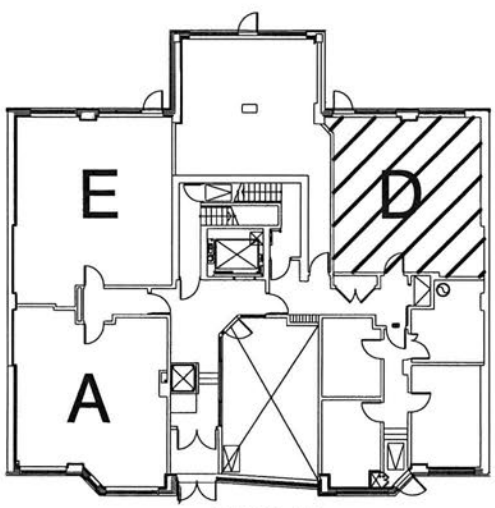
APARTMENT AREA	FLOOR NUMBER
611 SQ.FT.	1



All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs

We reserve the right to make changes due to unforeseen conditions, in accordance with the offering plan

SCALE:
3/16 = 1'-0'



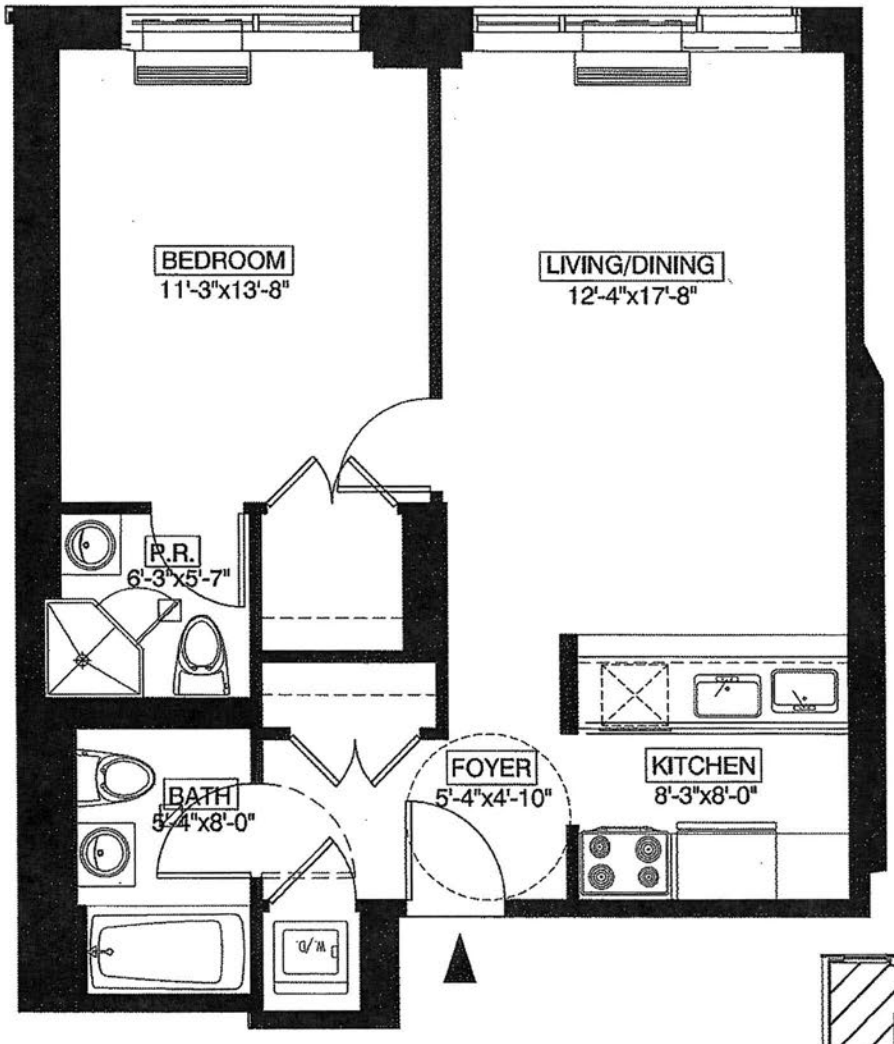
KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

APARTMENT AREA	FLOOR NUMBER
727 SQ.FT.	1

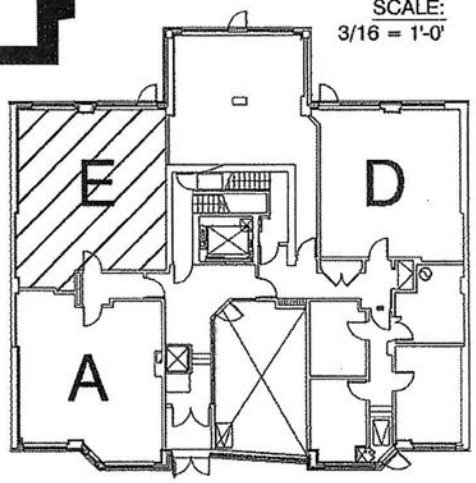
1E
1 BEDROOM
2 BATHROOM



All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs

We reserve the right to make changes due to unforeseen conditions, in accordance with the offering plan

SCALE:
3/16 = 1'-0'



KEY PLAN

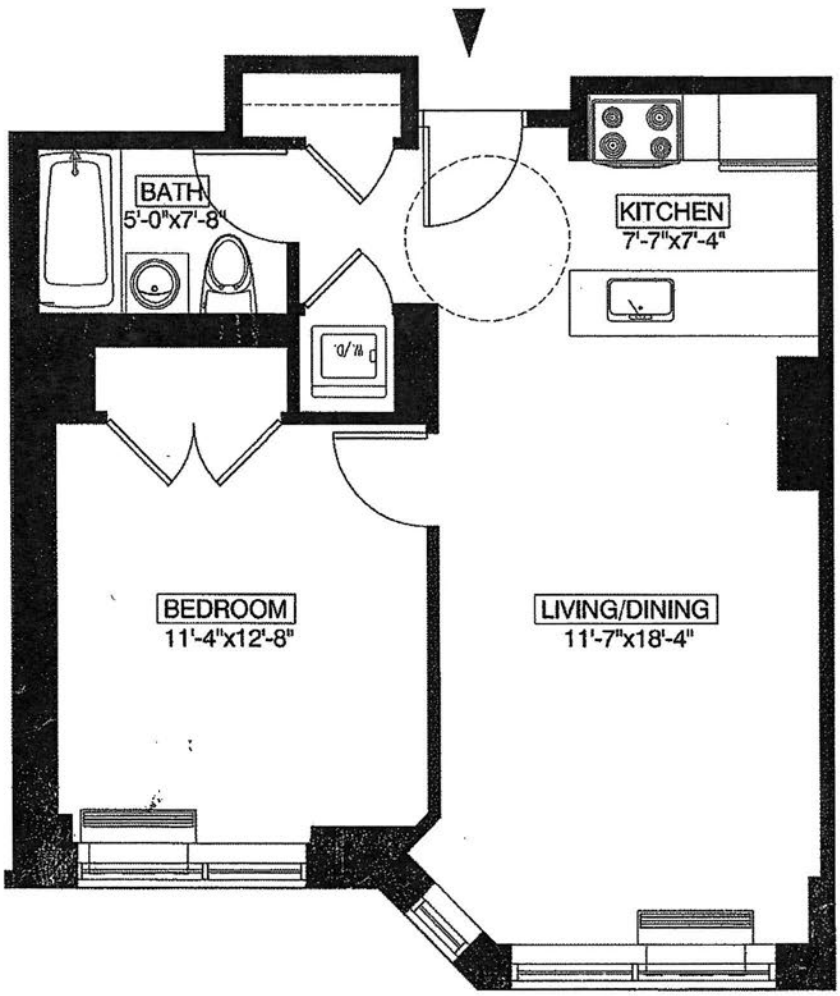
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

2A
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
2

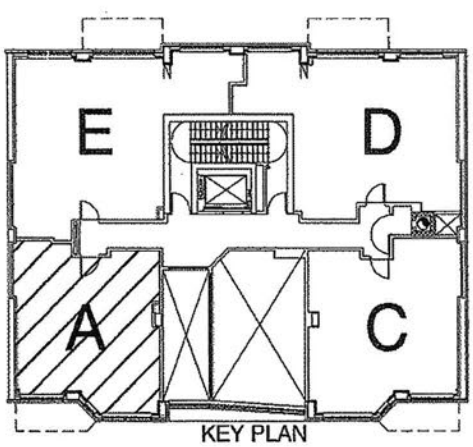
APARTMENT AREA
626 SQ.FT.



All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs

We reserve the right to make changes due to unforeseen conditions, in accordance with the offering plan

SCALE:
3/16 = 1'-0'



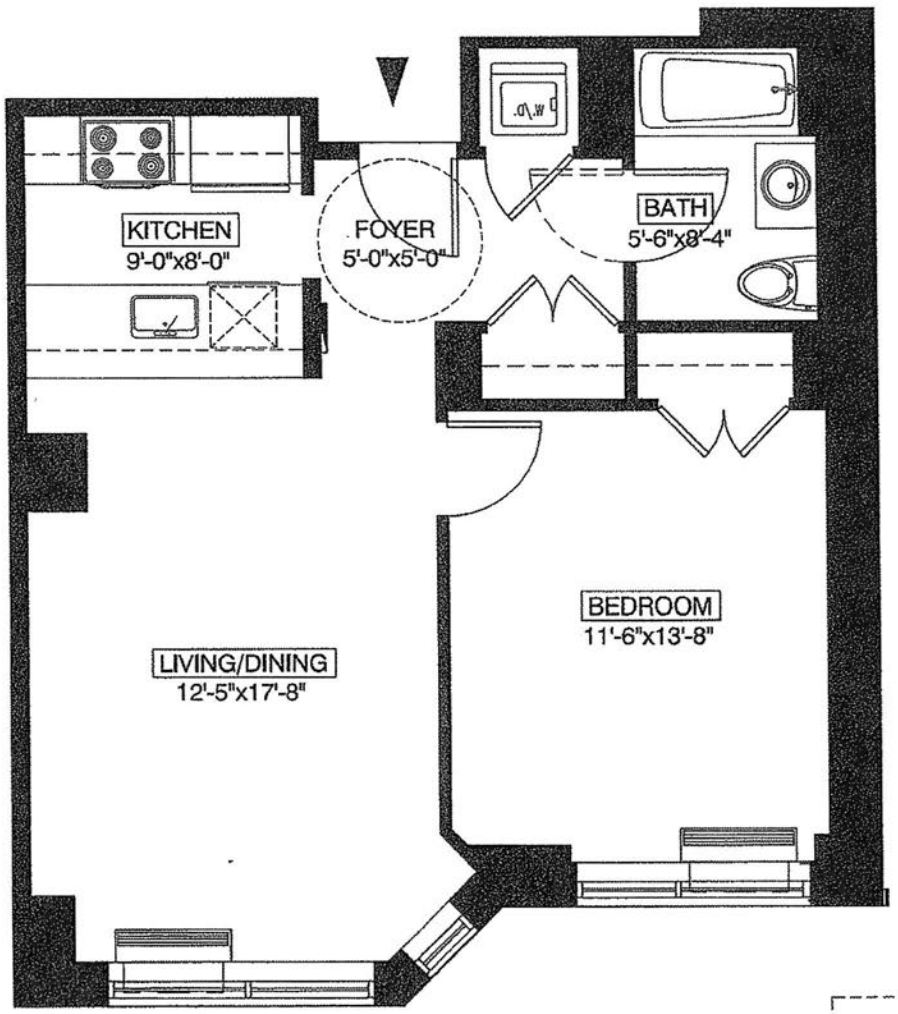
KEY PLAN

333-339 EAST 109th STREET
MANHATTAN NEW-YORK

2C
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
2

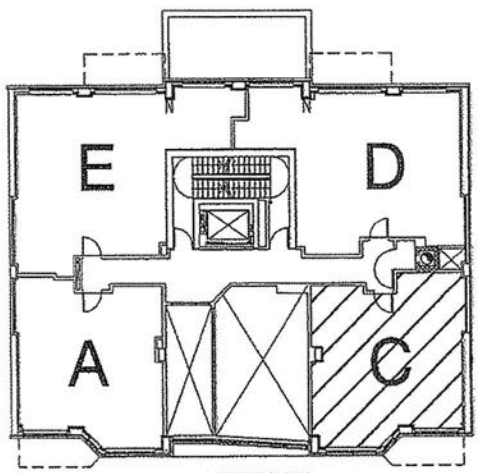
APARTMENT AREA
677 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

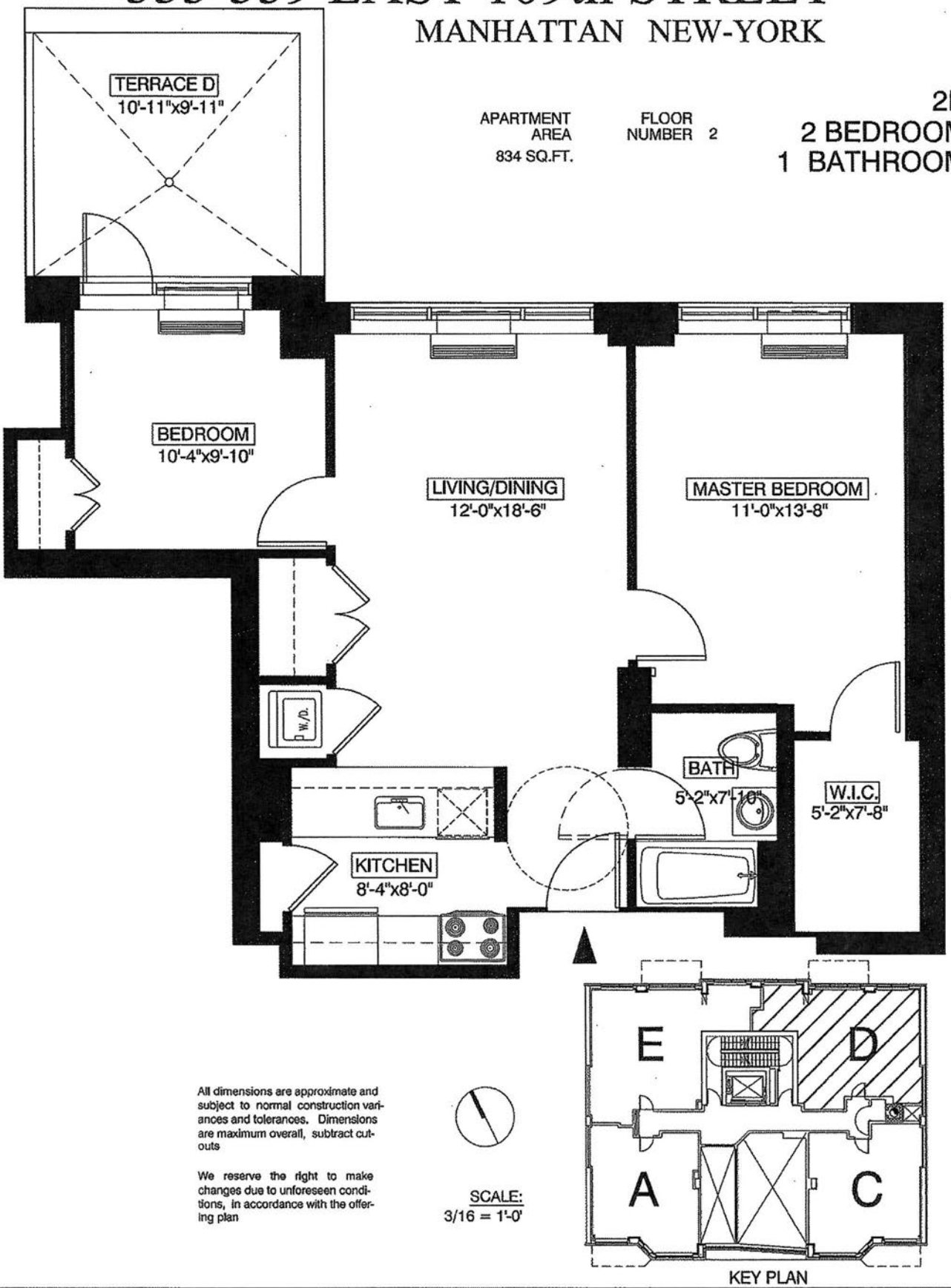
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

2D
2 BEDROOM
1 BATHROOM

APARTMENT AREA
834 SQ.FT.

FLOOR NUMBER 2



KEY PLAN

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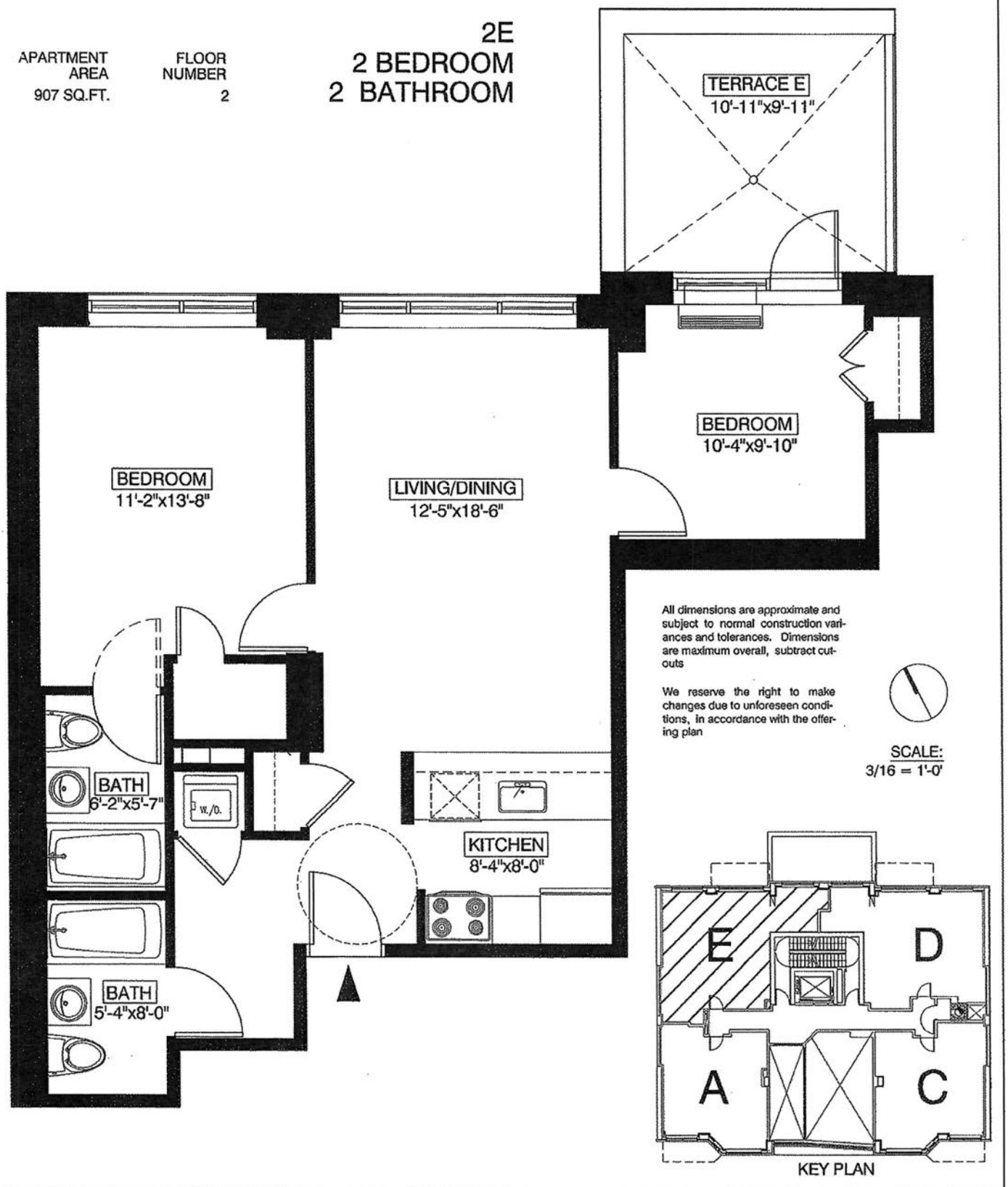
SCALE:
3/16 = 1'-0'

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

APARTMENT AREA	FLOOR NUMBER
907 SQ.FT.	2

2E
2 BEDROOM
2 BATHROOM



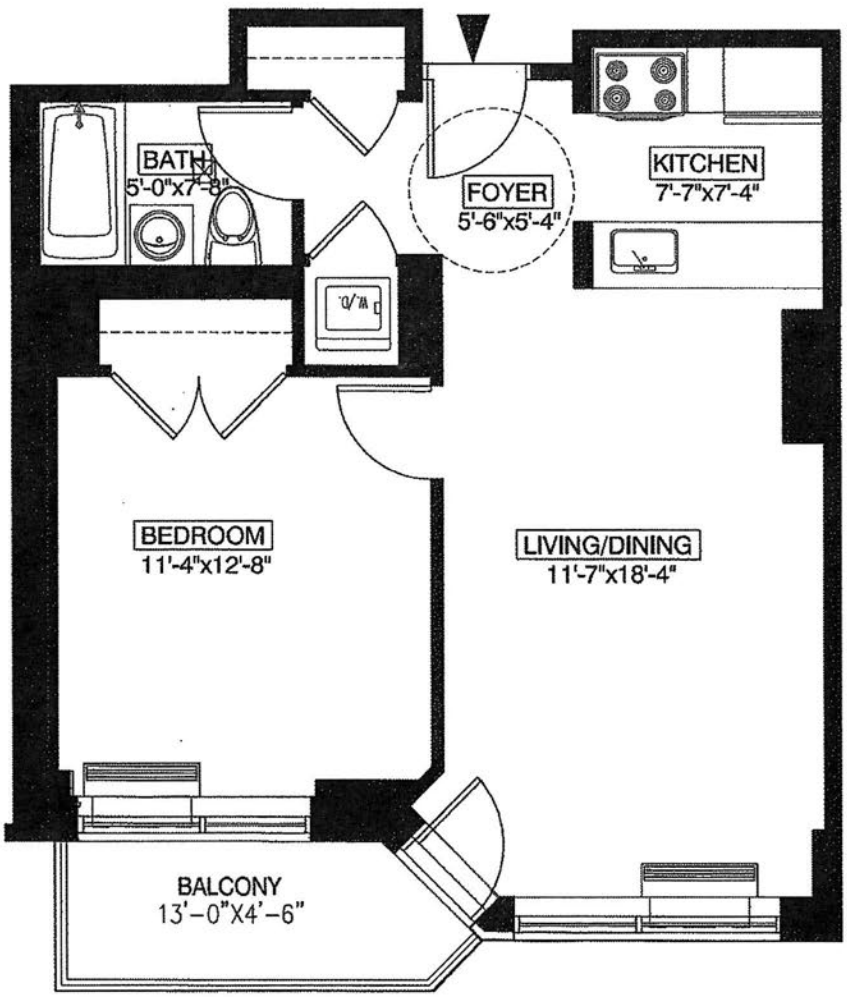
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

3A
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
3

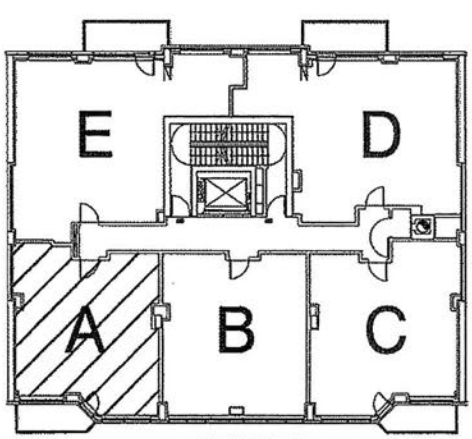
APARTMENT AREA
626 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

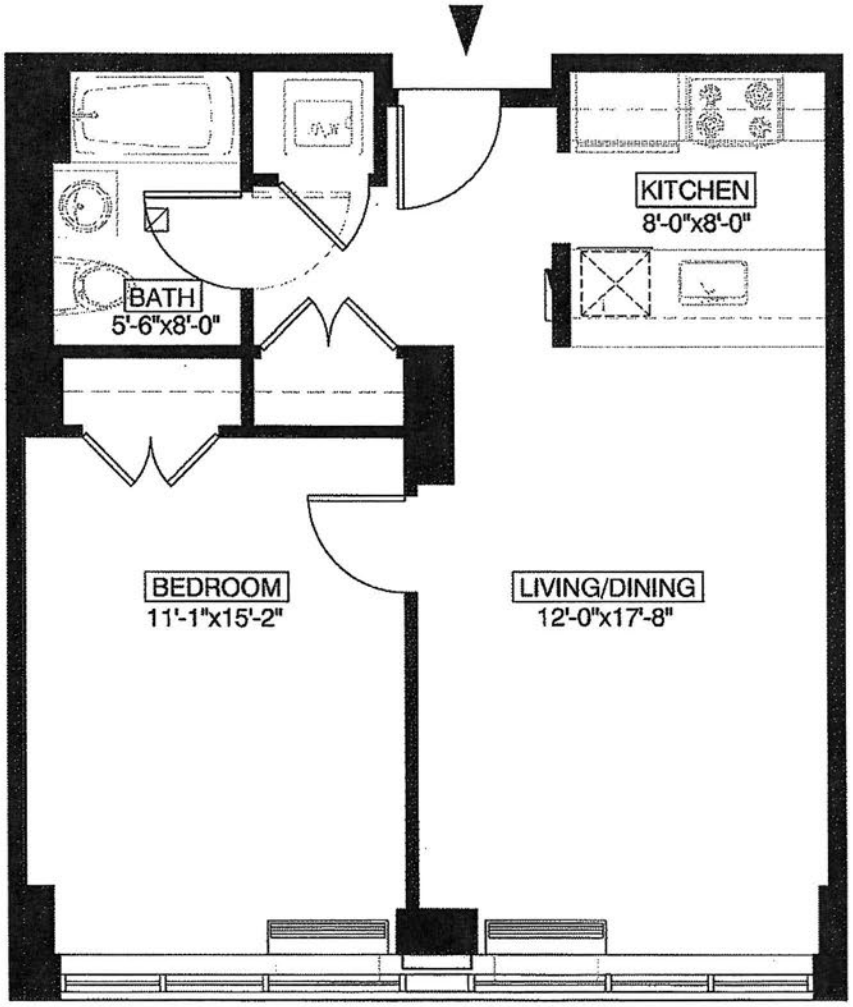
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

3B
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
3

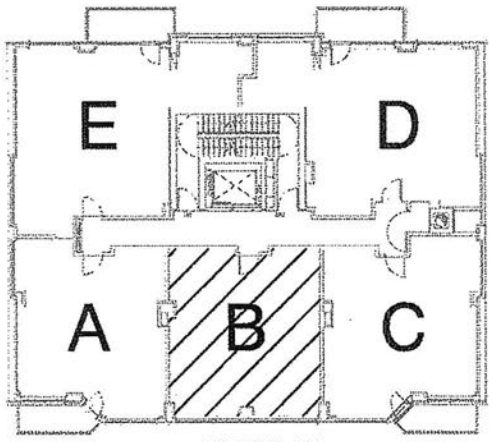
APARTMENT AREA
647 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

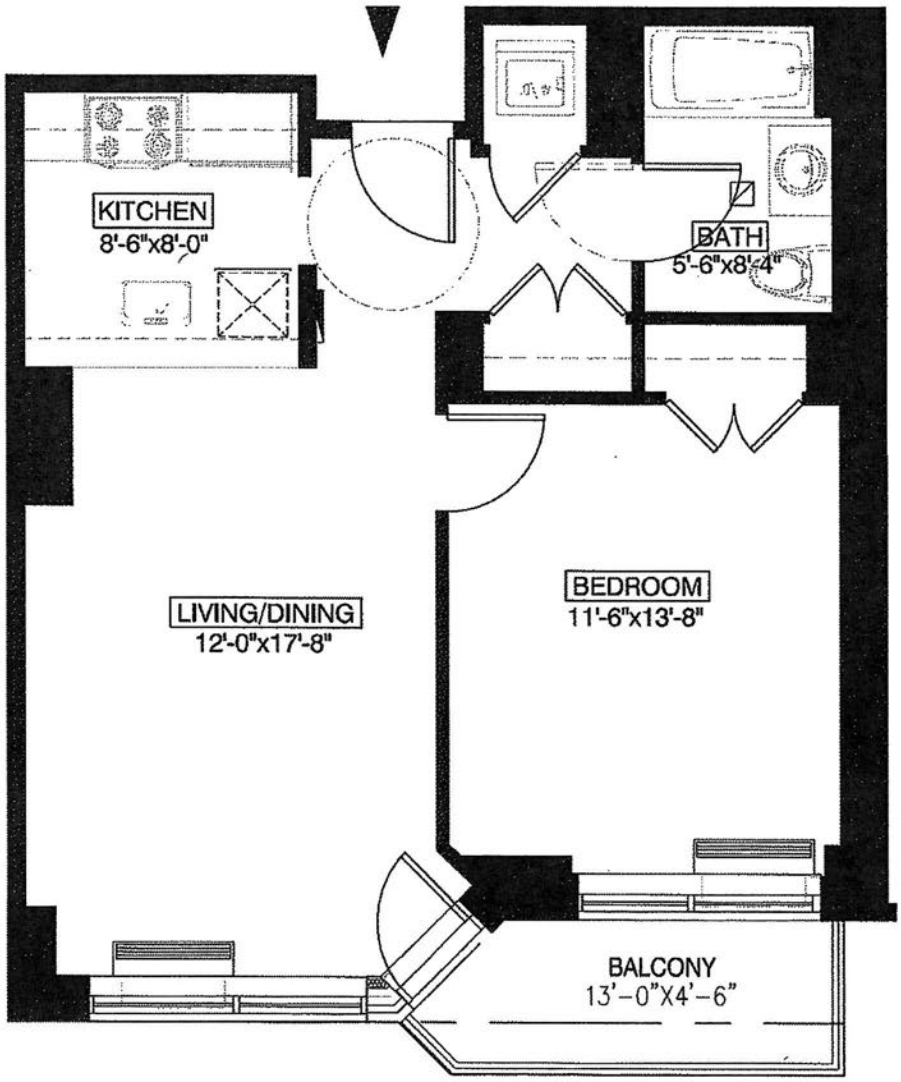
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

3C
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
3

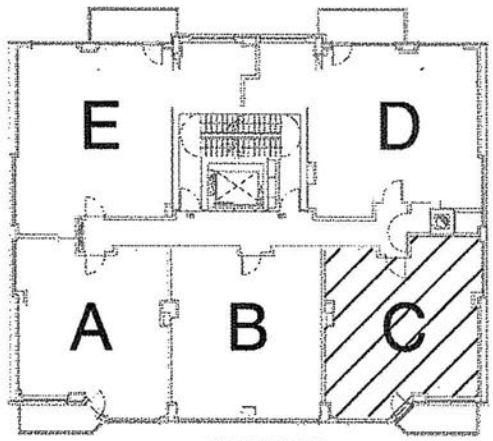
APARTMENT AREA
677 SQ.FT.



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SCALE:
3/16 = 1'-0'



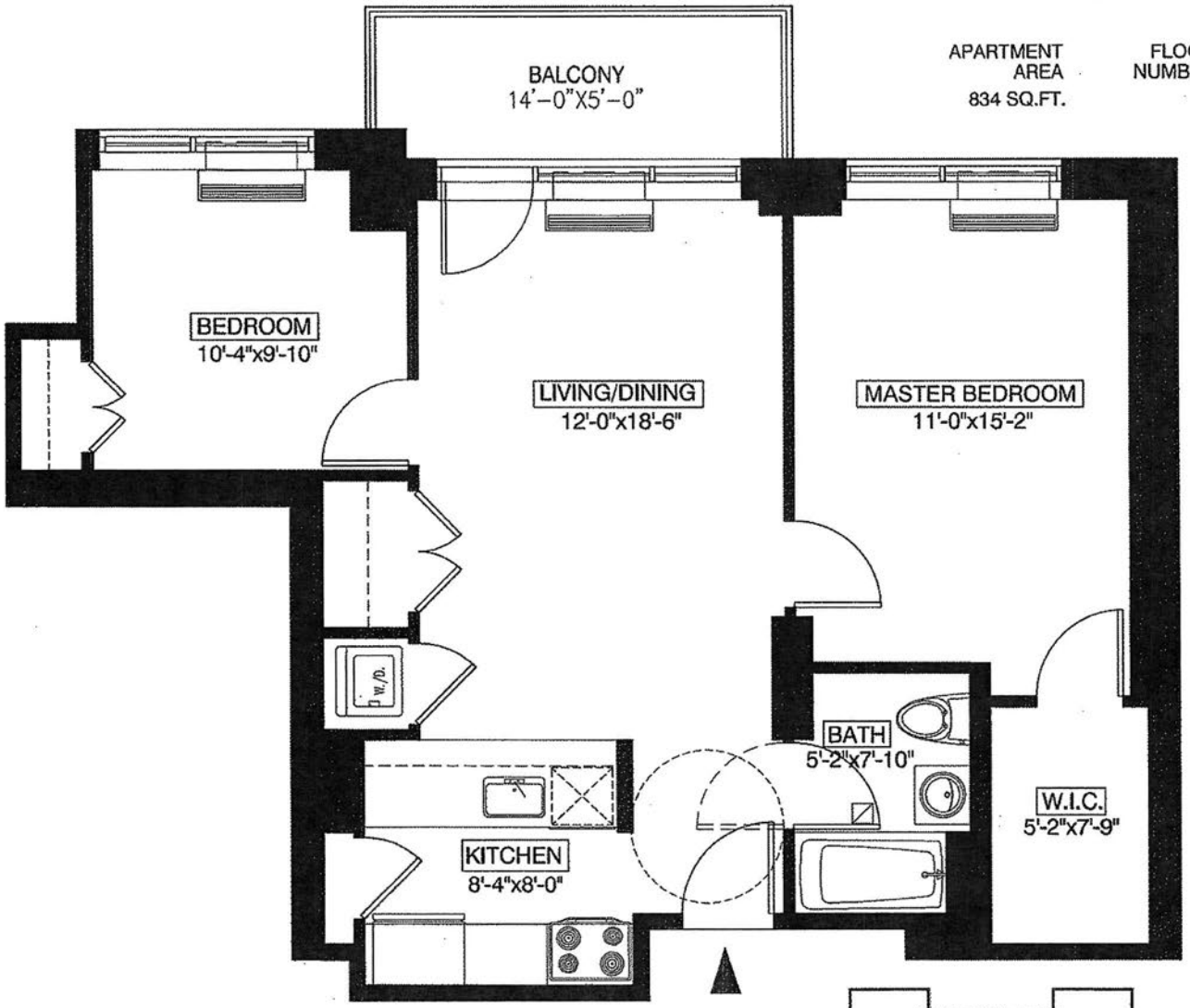
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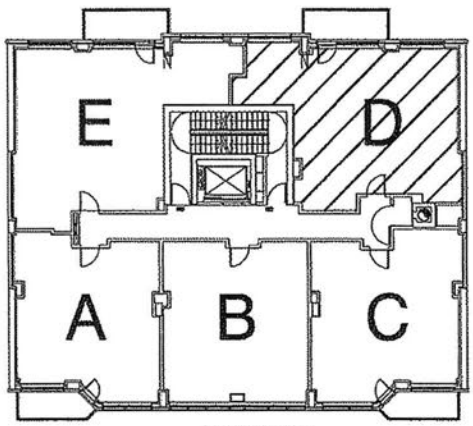
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

3D
2 BEDROOM
1 BATHROOM

APARTMENT AREA	FLOOR NUMBER
834 SQ.FT.	3





KEY PLAN

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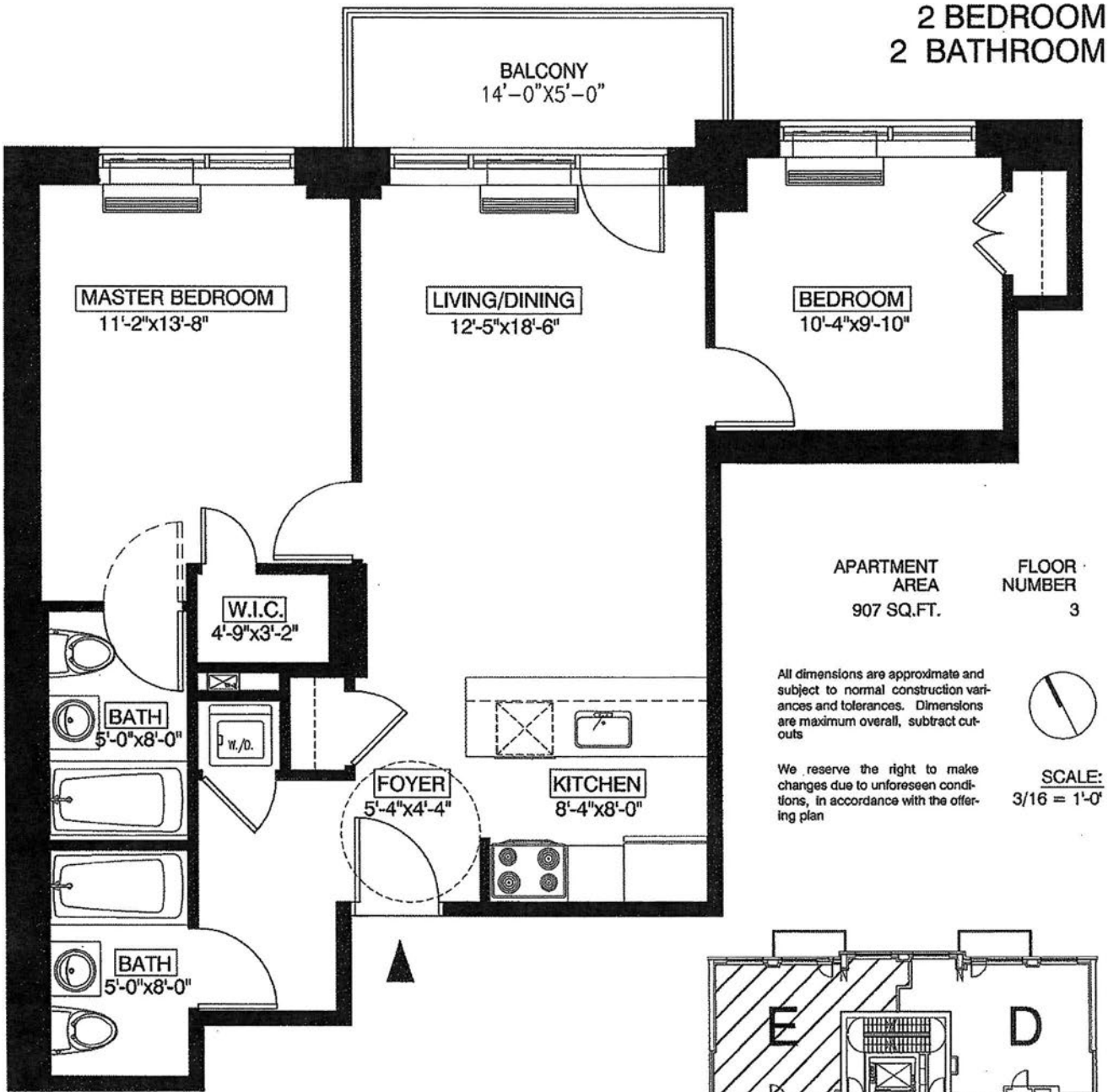
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SCALE:
3/16 = 1'-0'

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

3E
2 BEDROOM
2 BATHROOM

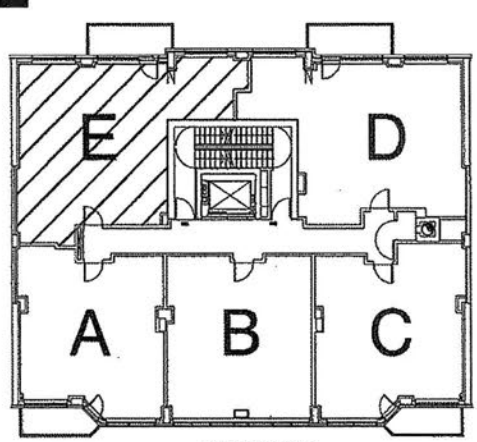


APARTMENT AREA	FLOOR NUMBER
907 SQ.FT.	3

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SCALE:
3/16 = 1'-0'



KEY PLAN

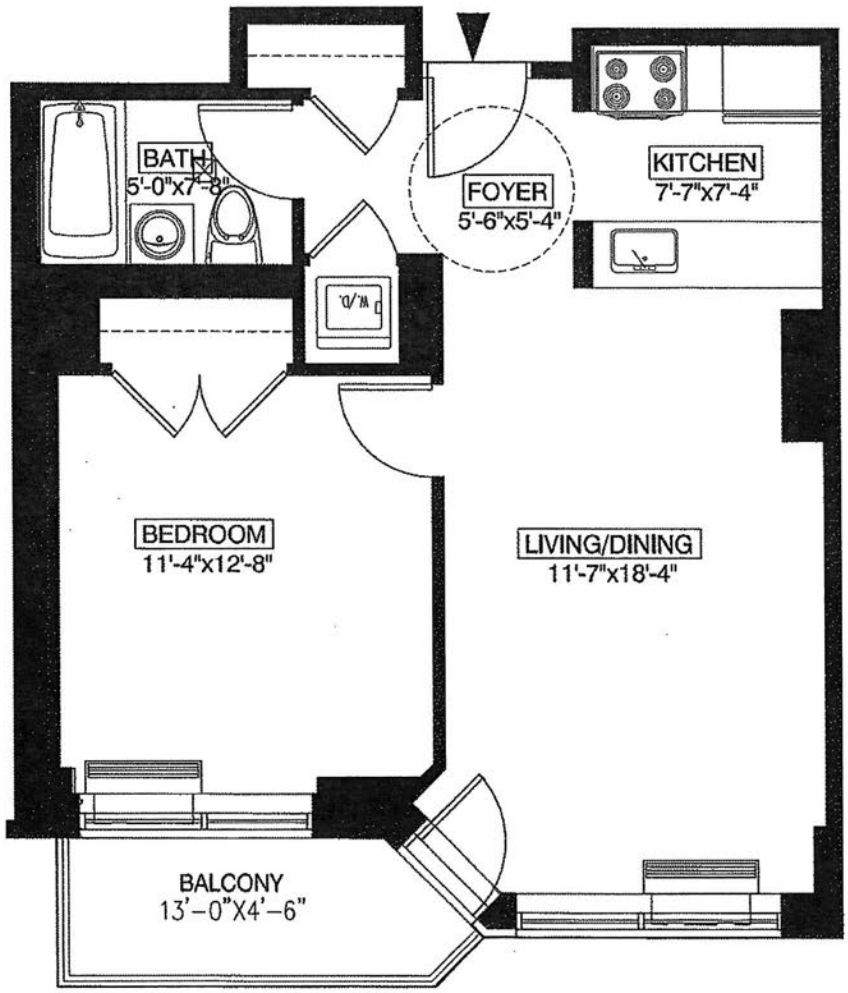
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

4A
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
4

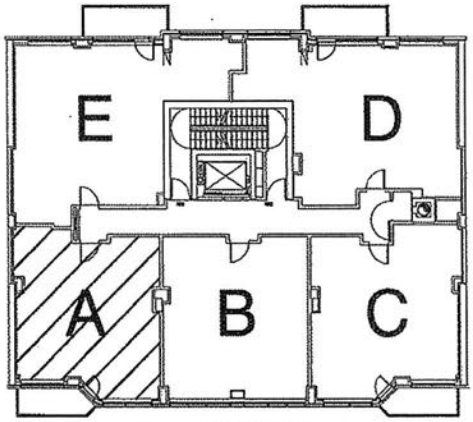
APARTMENT AREA
626 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

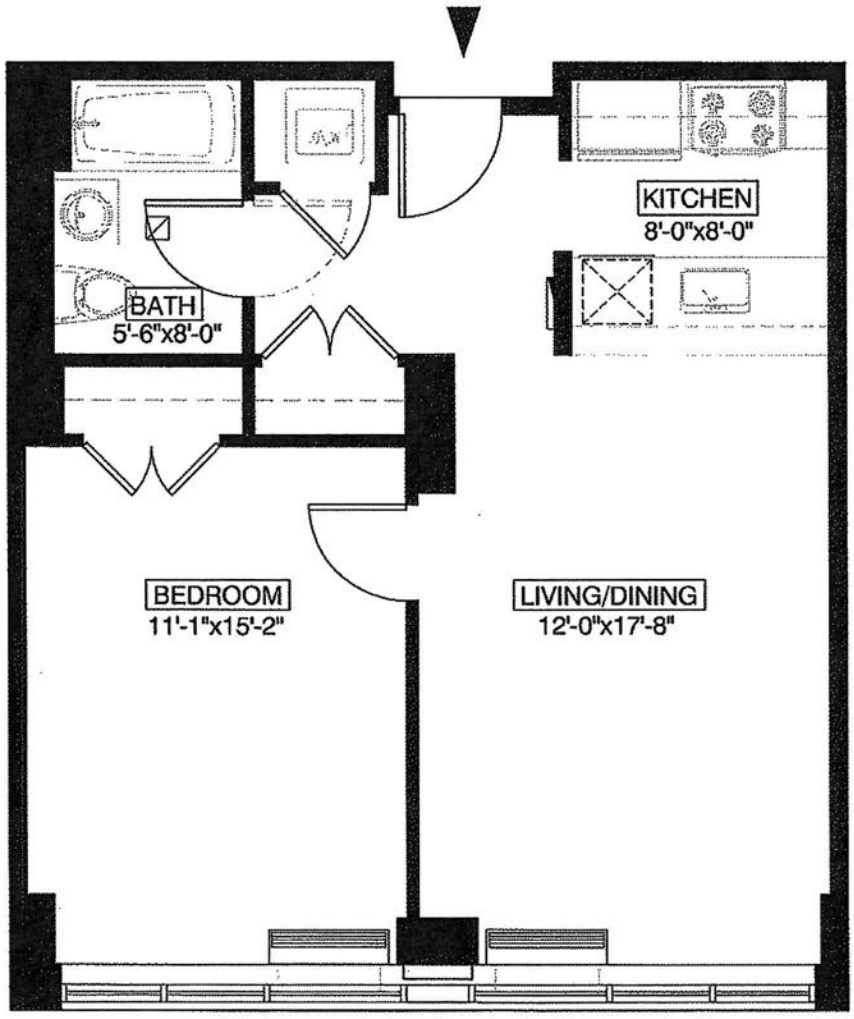
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

4B
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
4

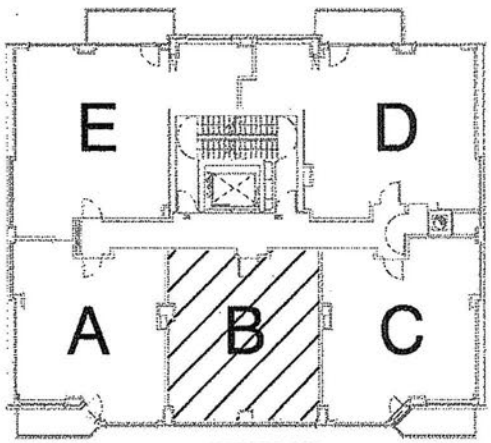
APARTMENT AREA
647 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

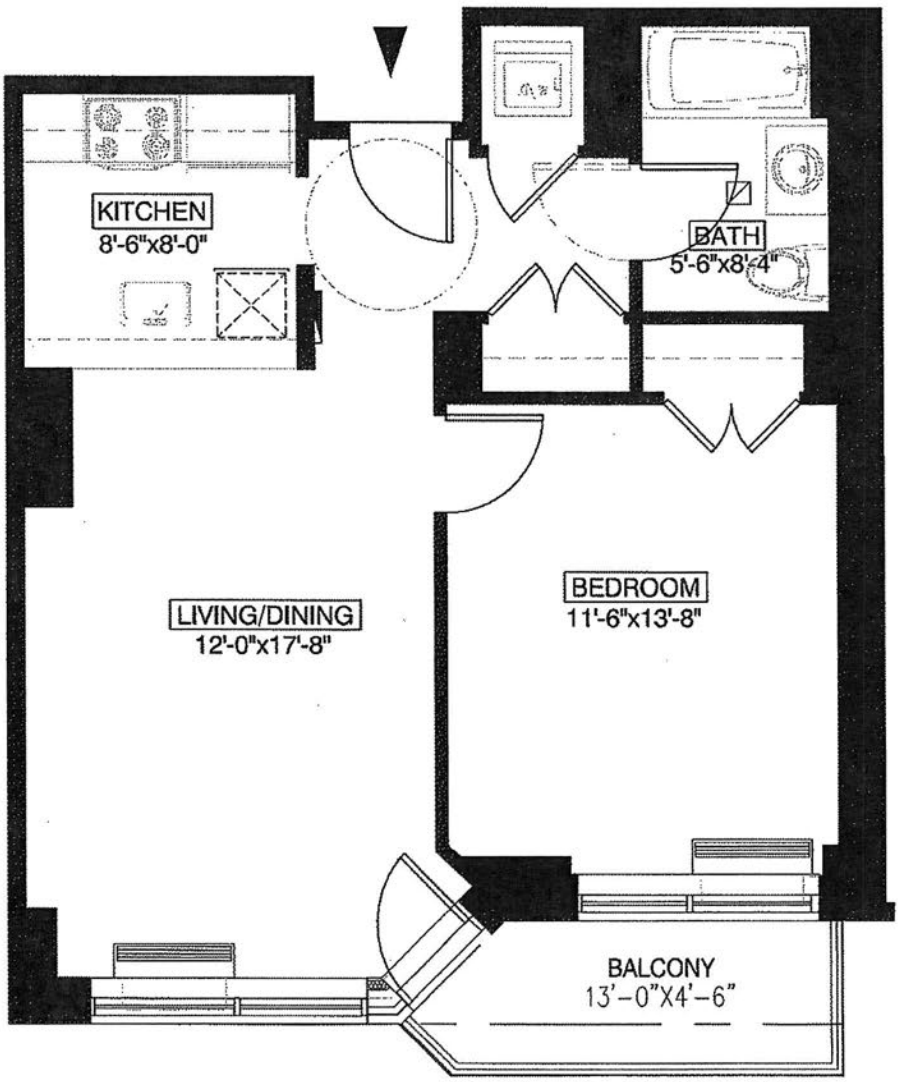
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

4C
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
4

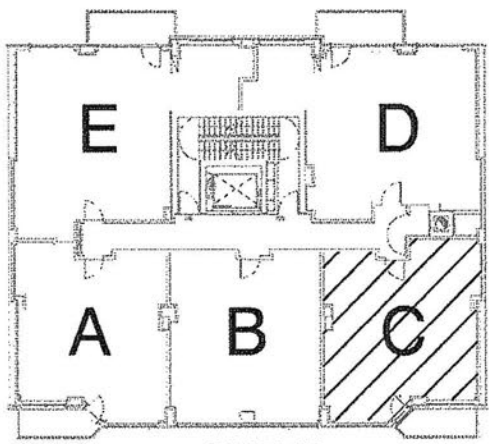
APARTMENT AREA
677 SQ.FT.



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SCALE:
3/16 = 1'-0'



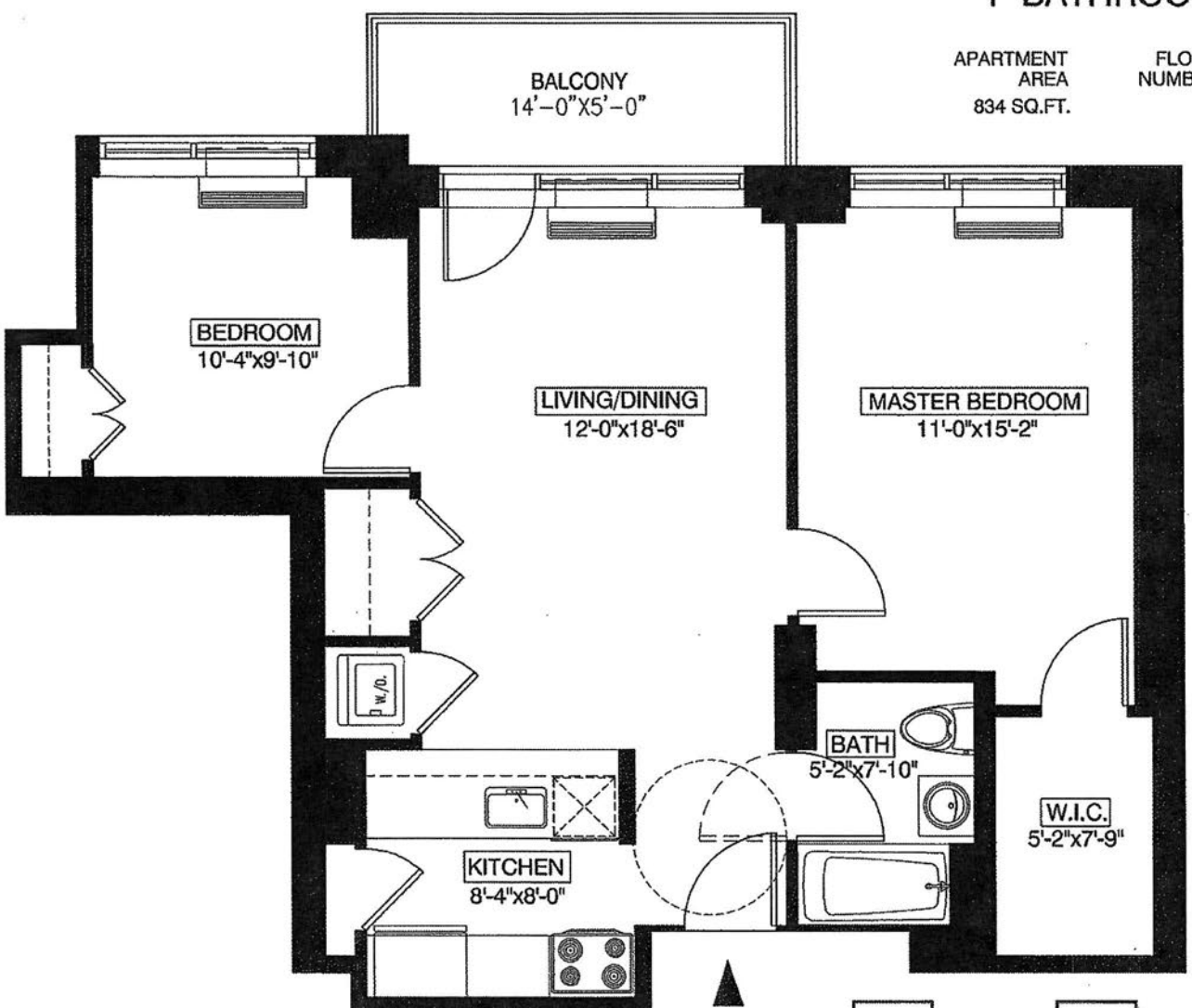
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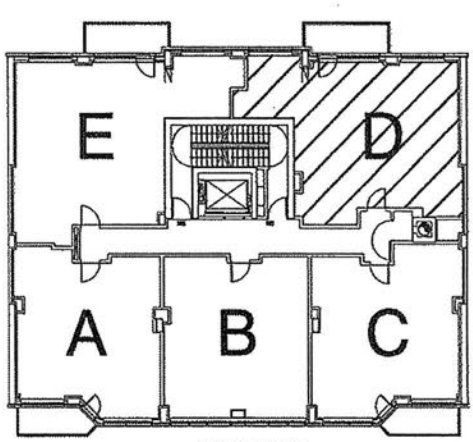
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

4D
2 BEDROOM
1 BATHROOM

APARTMENT AREA	FLOOR NUMBER
834 SQ.FT.	4





KEY PLAN

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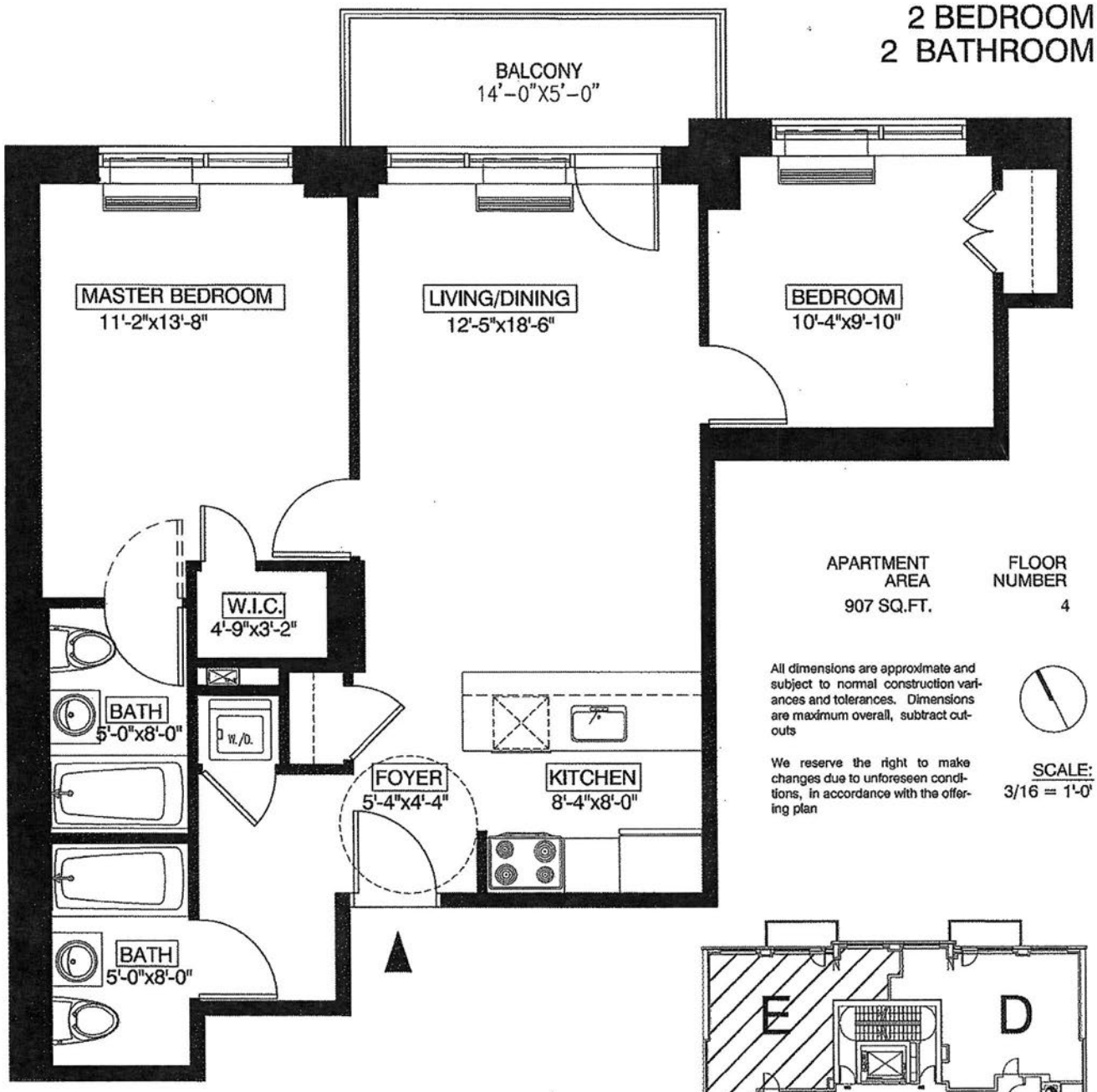
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SCALE:
3/16 = 1'-0'

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

4E
2 BEDROOM
2 BATHROOM

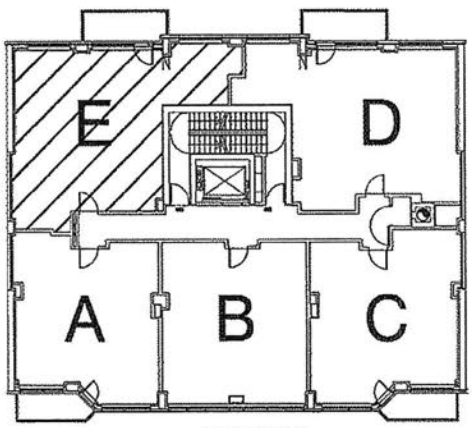


APARTMENT AREA	FLOOR NUMBER
907 SQ.FT.	4

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SCALE:
3/16 = 1'-0'



KEY PLAN

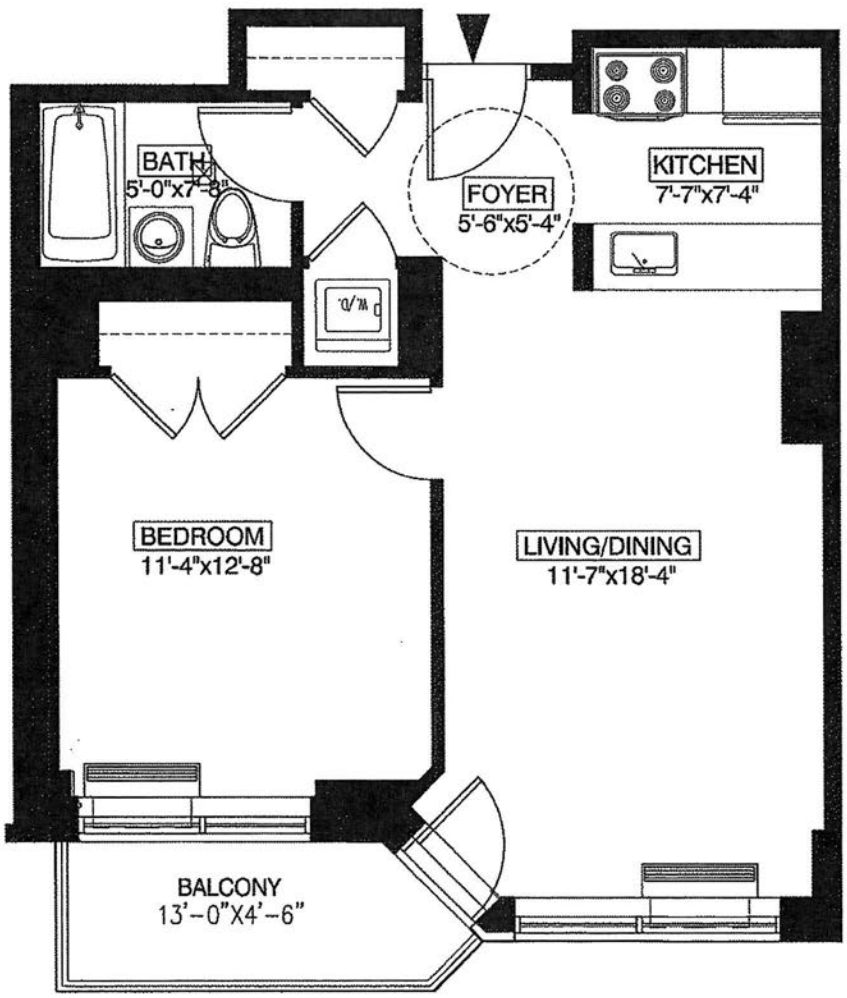
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

5A
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
5

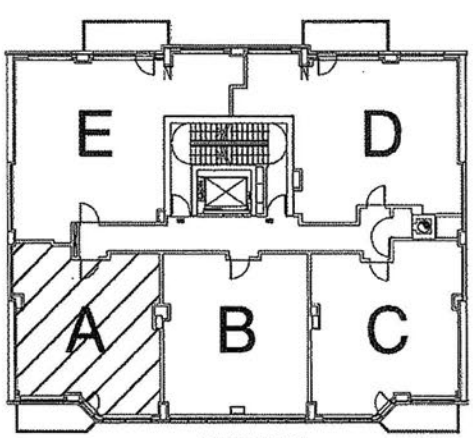
APARTMENT AREA
626 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

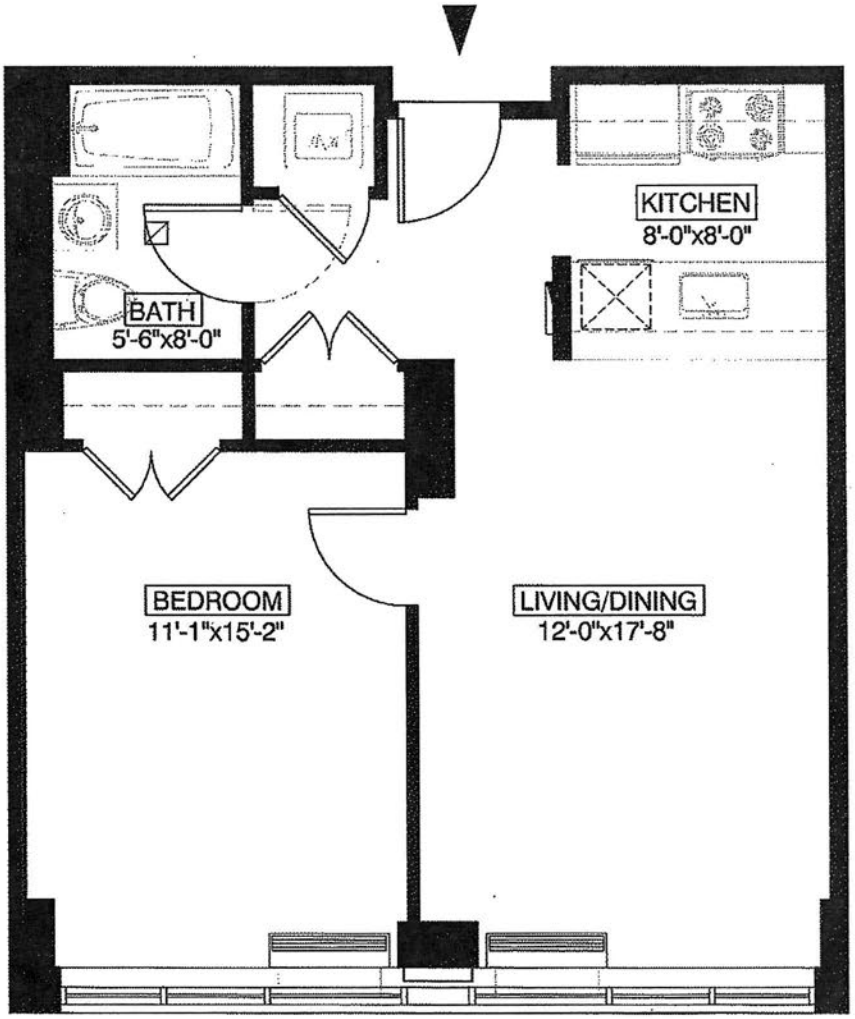
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

5B
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
5

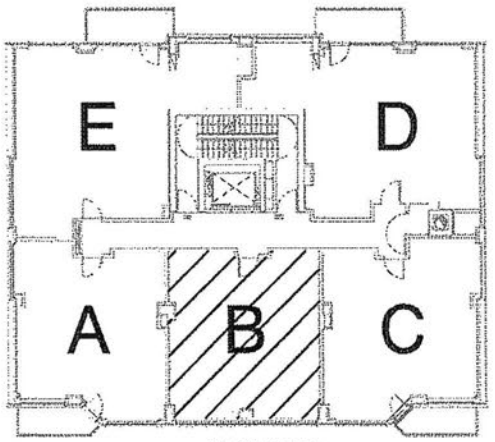
APARTMENT AREA
647 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

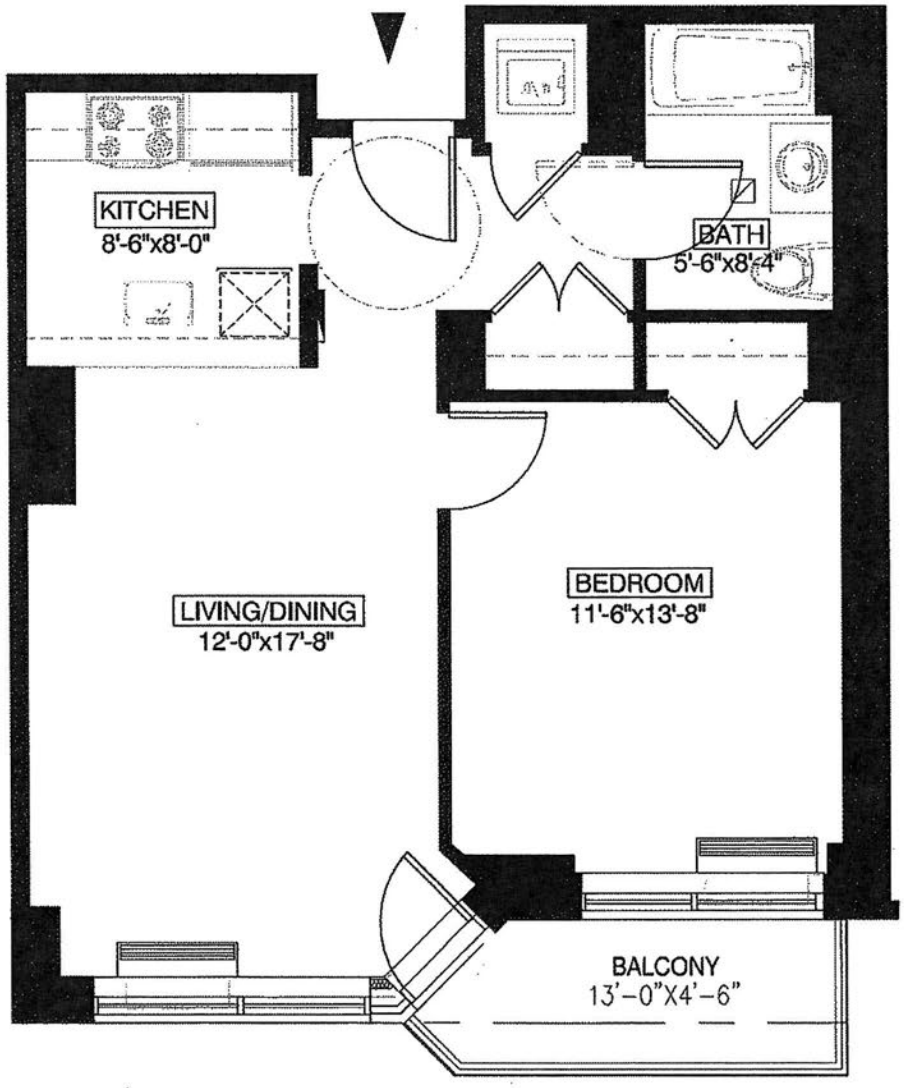
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

5C
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
5

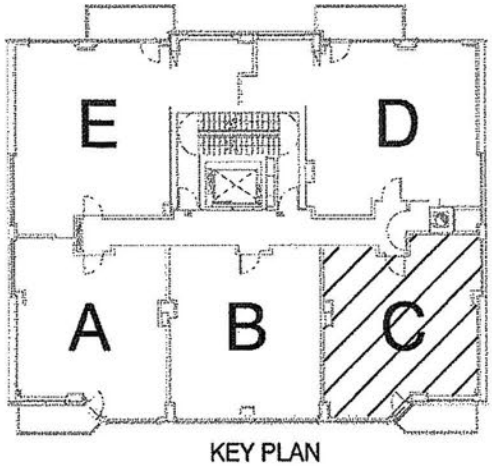
APARTMENT AREA
677 SQ.FT.



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SCALE:
3/16 = 1'-0'



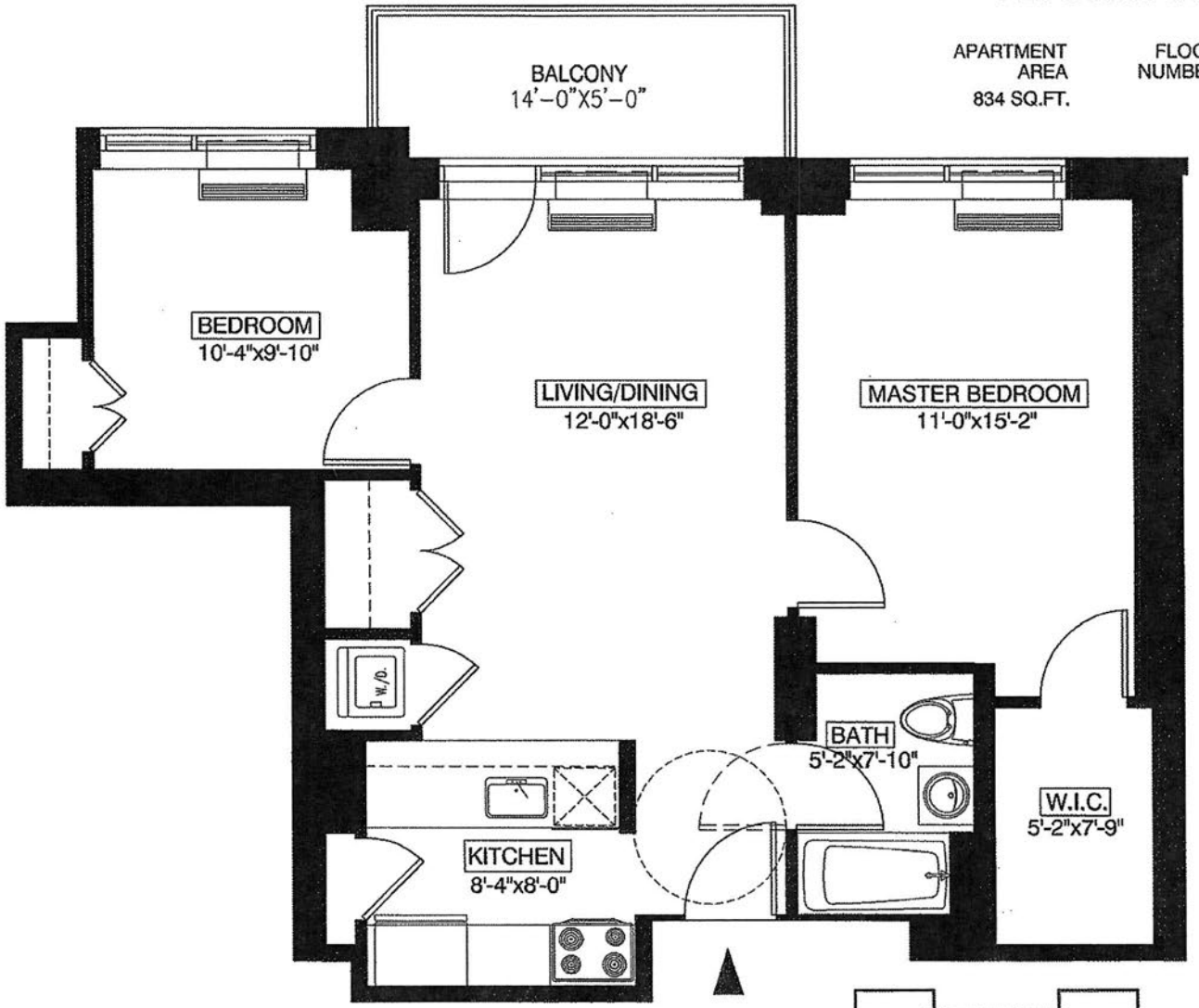
KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

5D
2 BEDROOM
1 BATHROOM

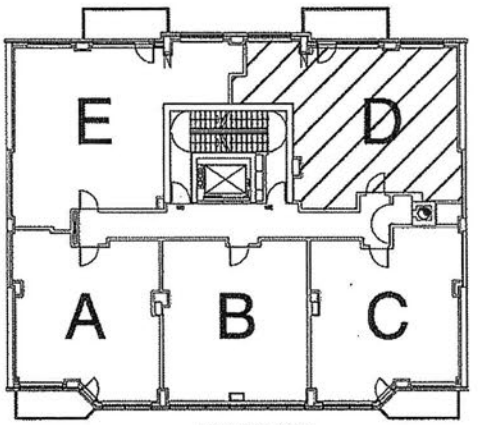
APARTMENT AREA	FLOOR NUMBER
834 SQ.FT.	5



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SCALE:
3/16 = 1'-0'

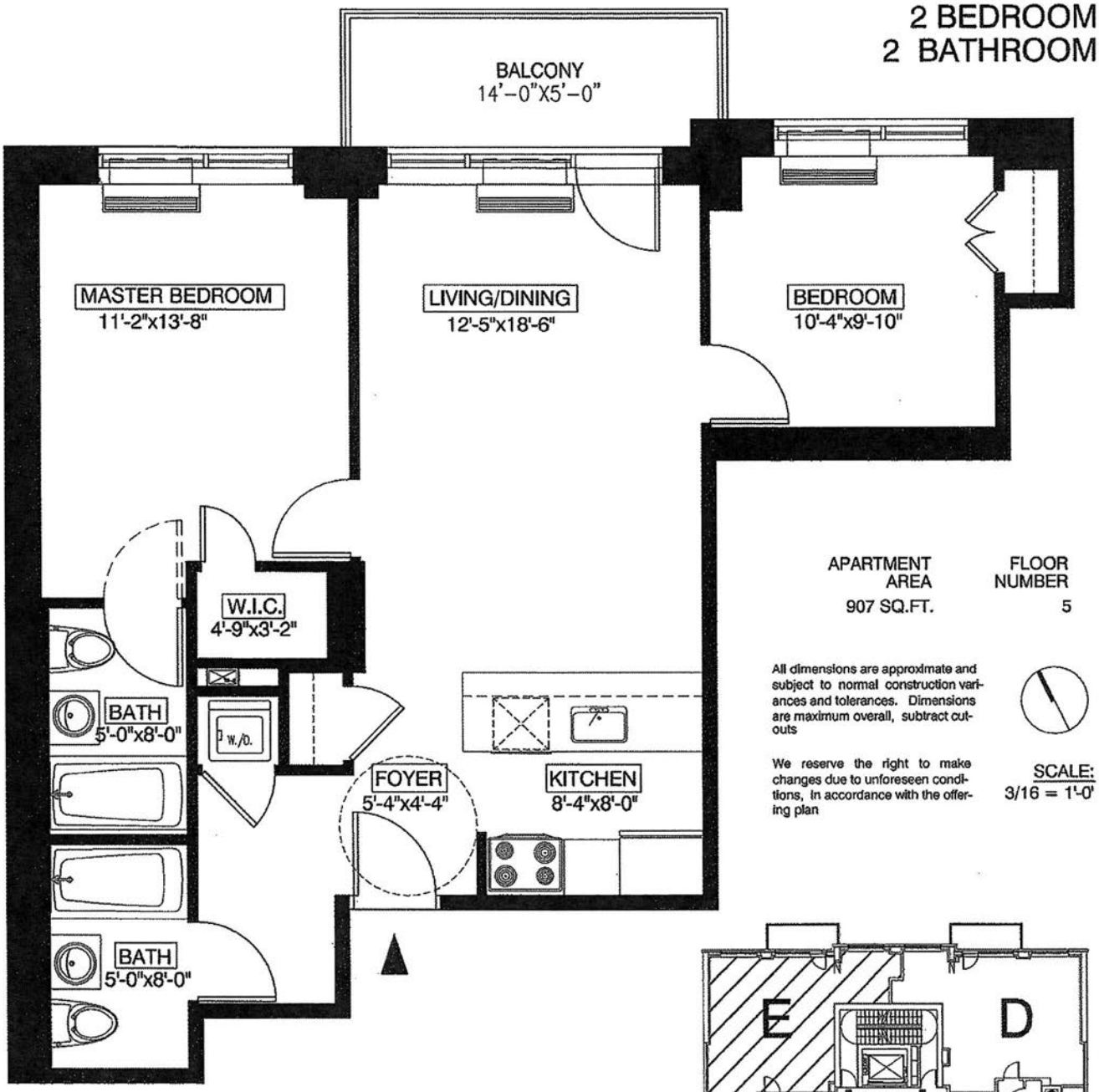


KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

5E
2 BEDROOM
2 BATHROOM

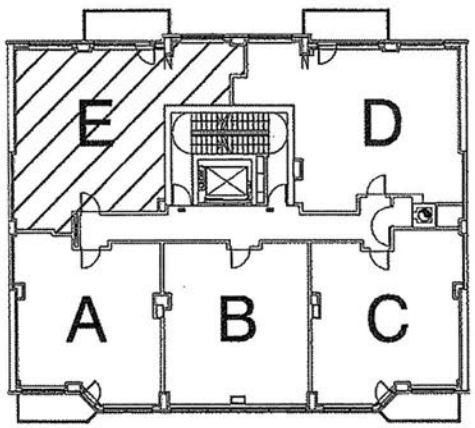


APARTMENT AREA	FLOOR NUMBER
907 SQ.FT.	5

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SCALE:
3/16 = 1'-0'



KEY PLAN

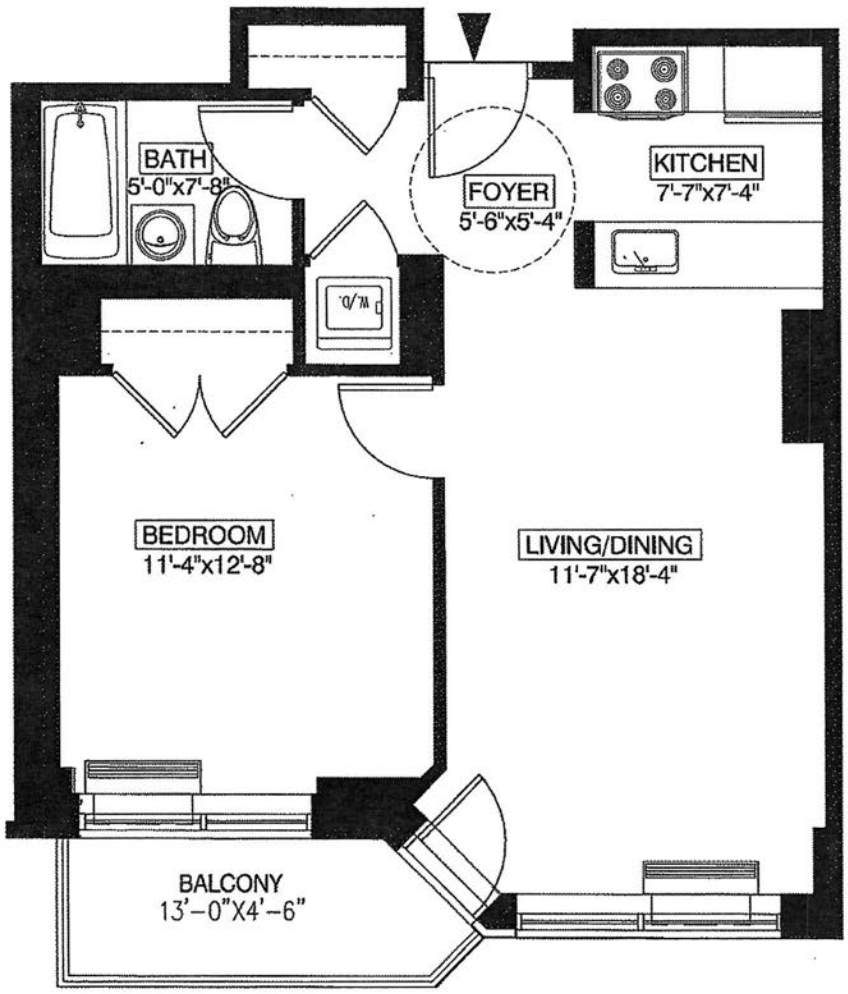
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

6A
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
6

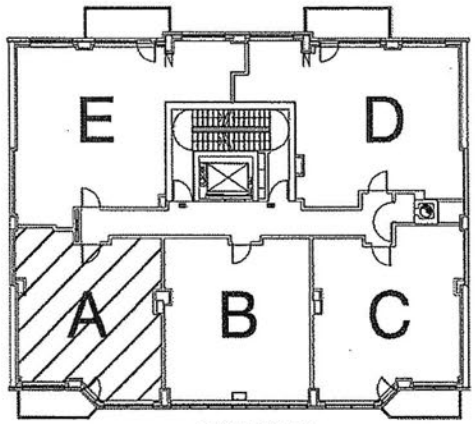
APARTMENT AREA
626 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

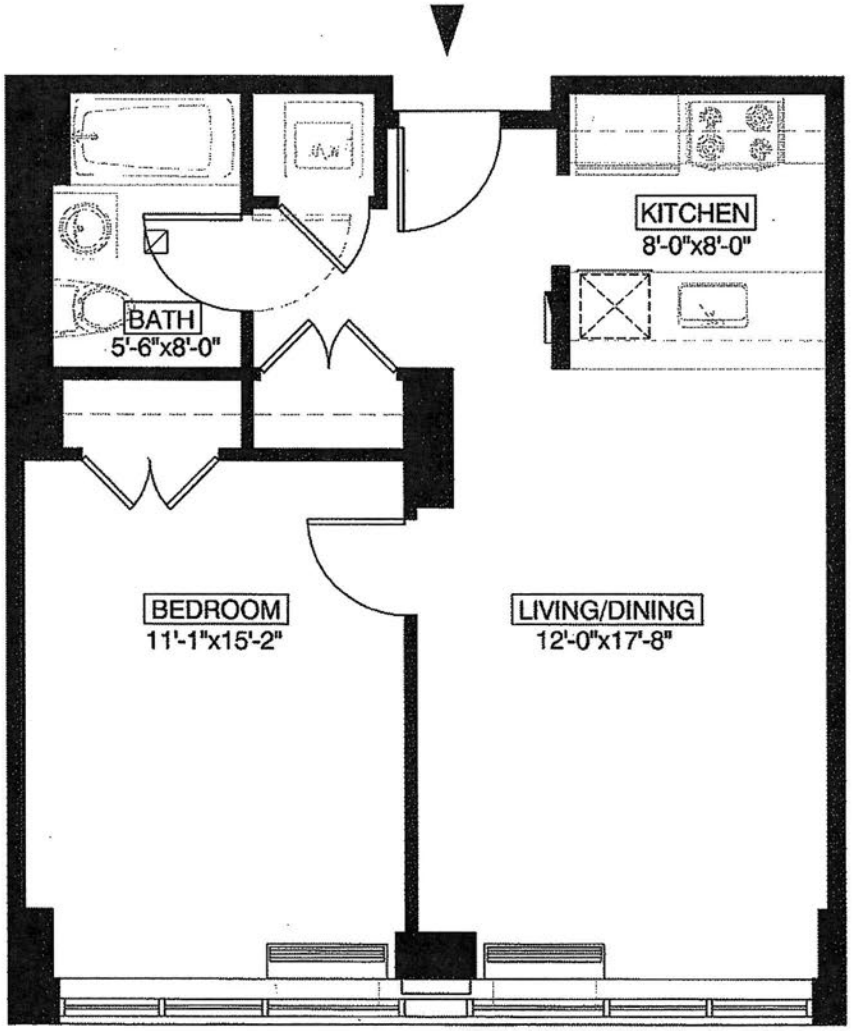
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

6B
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
6

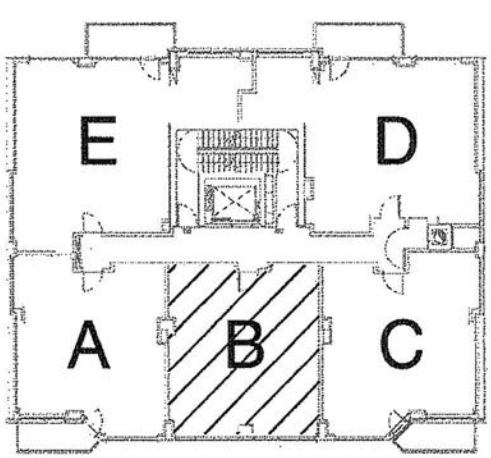
APARTMENT AREA
647 SQ.FT.



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SCALE:
3/16 = 1'-0'



KEY PLAN

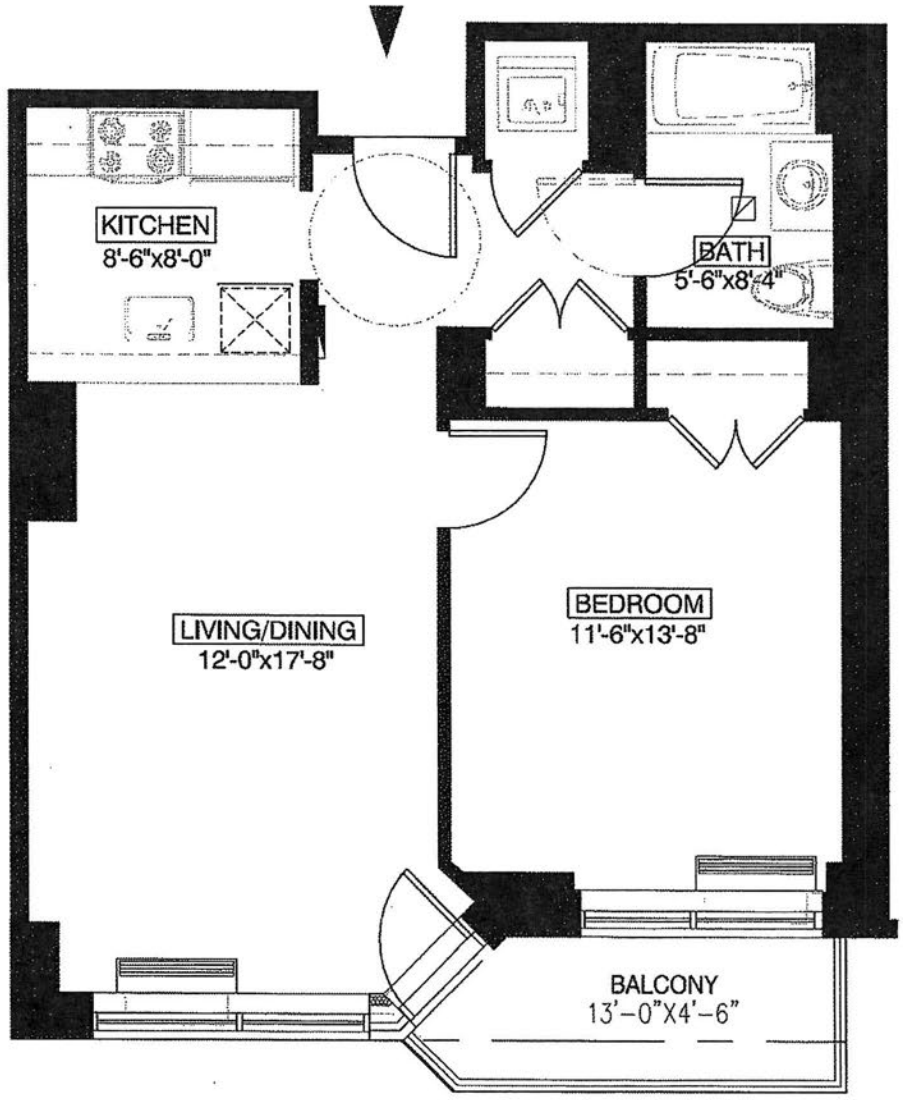
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

6C
1 BEDROOM
1 BATHROOM

FLOOR NUMBER
6

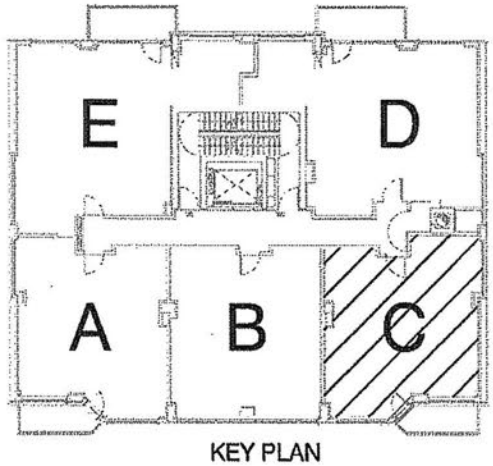
APARTMENT AREA
677 SQ.FT.



All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs

We reserve the right to make changes due to unforeseen conditions, in accordance with the offering plan

SCALE:
3/16 = 1'-0'



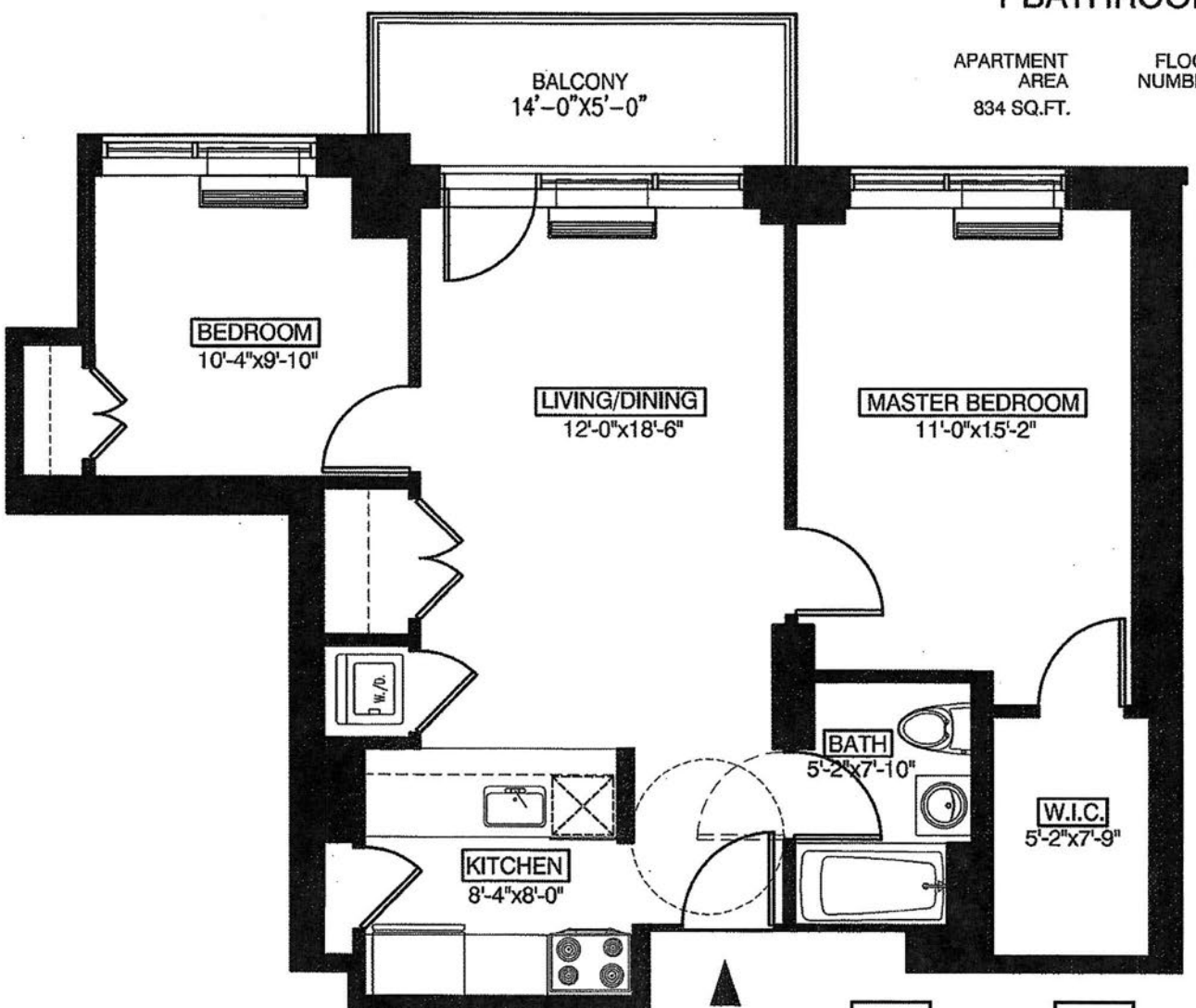
KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

6D
2 BEDROOM
1 BATHROOM

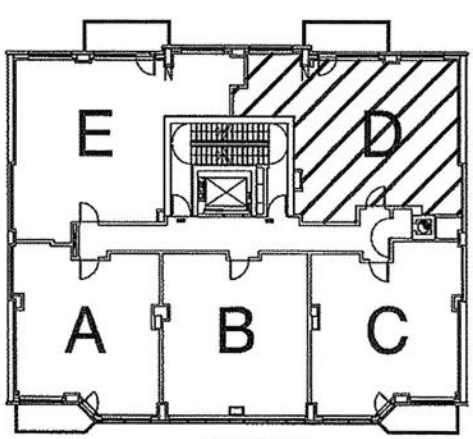
APARTMENT AREA	FLOOR NUMBER
834 SQ.FT.	6



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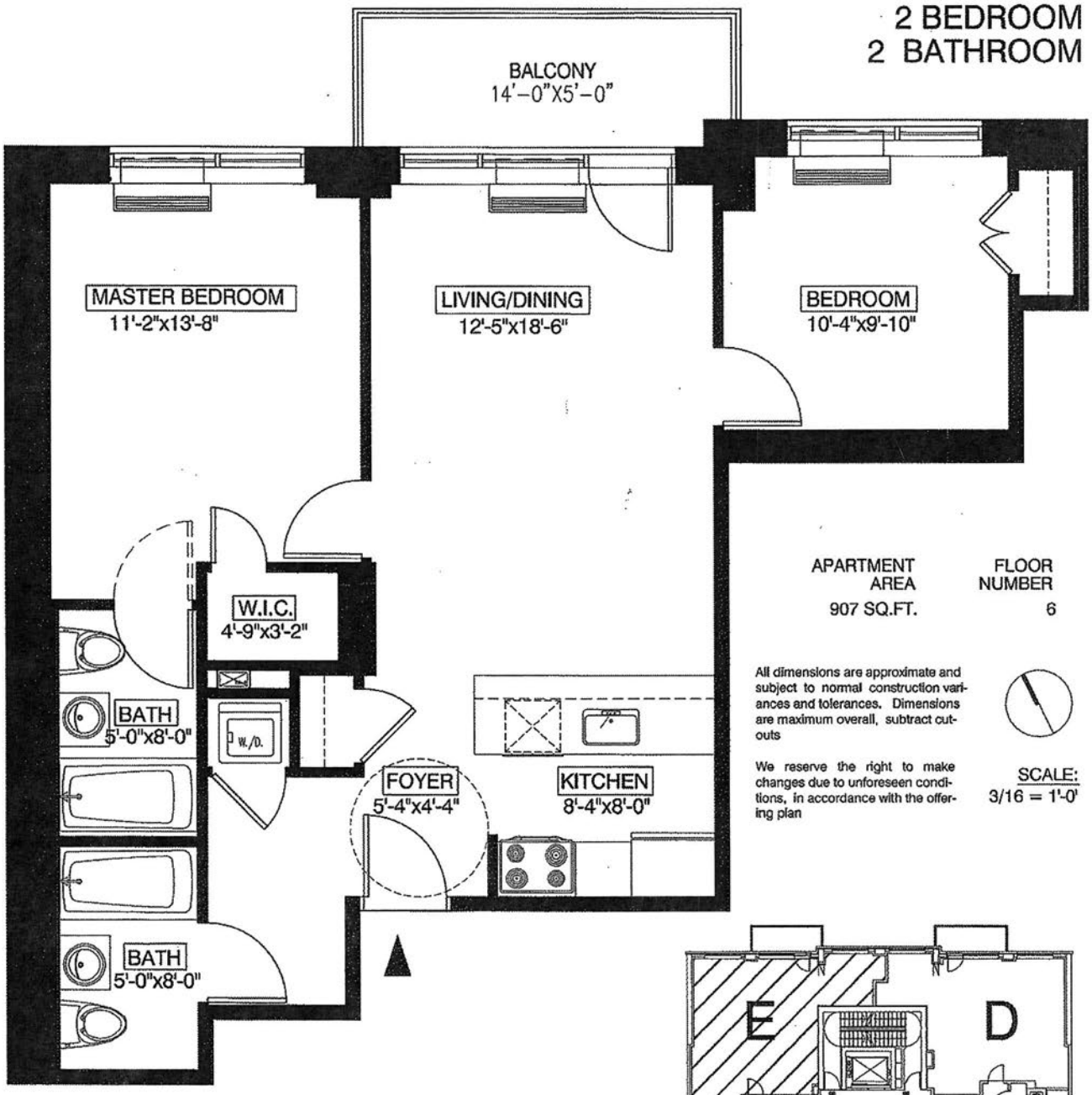


KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

6E
2 BEDROOM
2 BATHROOM

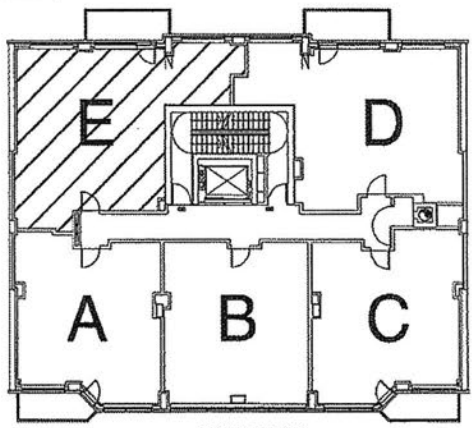


APARTMENT AREA	FLOOR NUMBER
907 SQ.FT.	6

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SCALE:
3/16 = 1'-0'



KEY PLAN

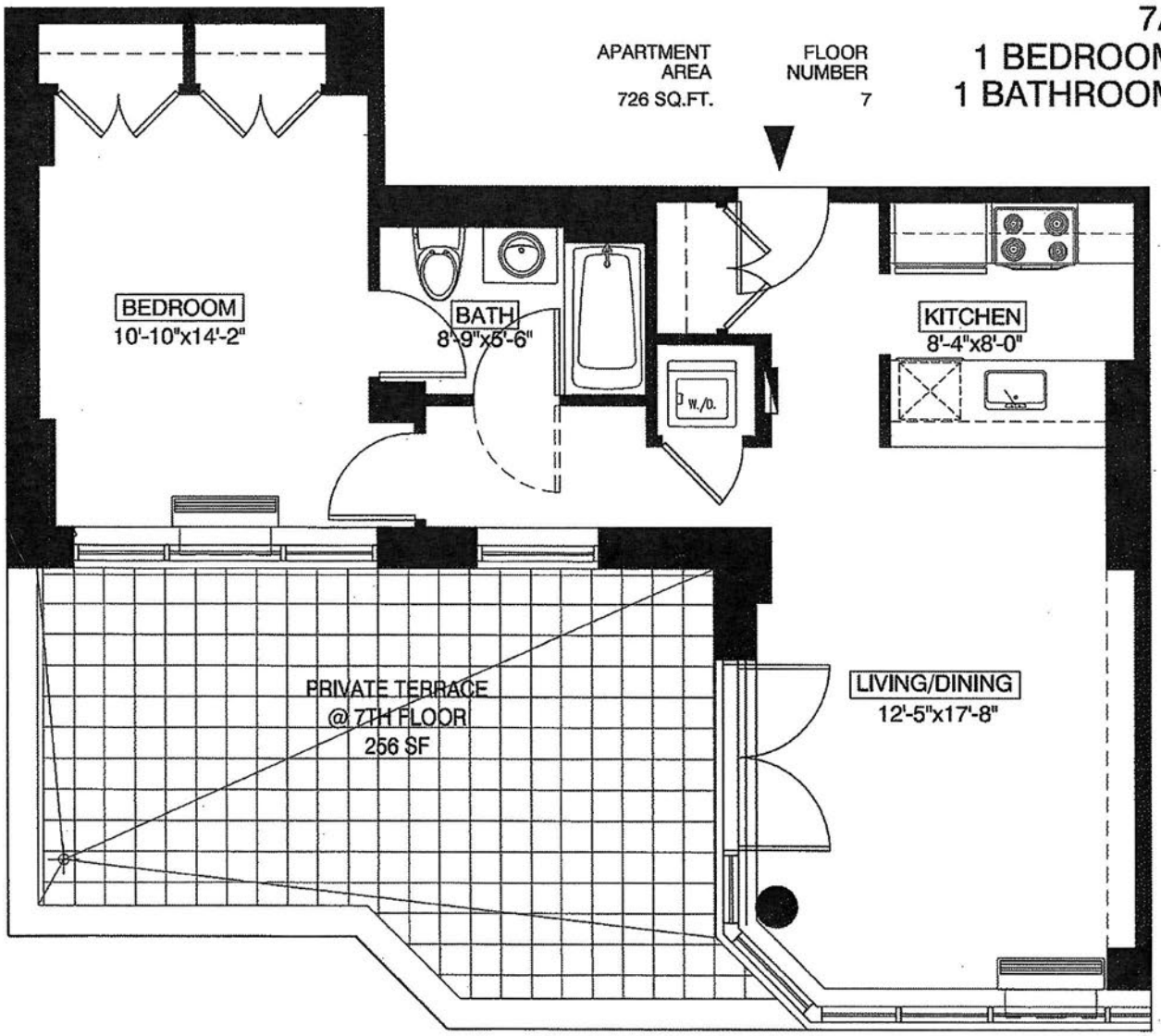
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

7A
1 BEDROOM
1 BATHROOM

APARTMENT AREA
726 SQ.FT.

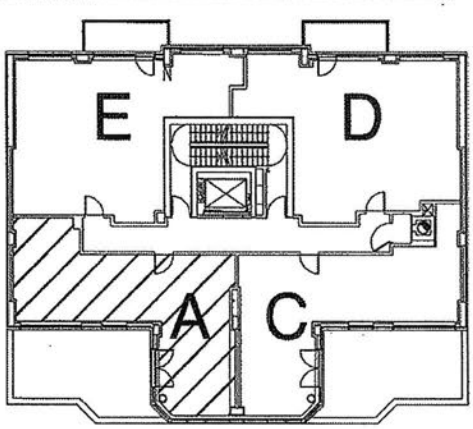
FLOOR NUMBER
7



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SCALE:
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KEY PLAN

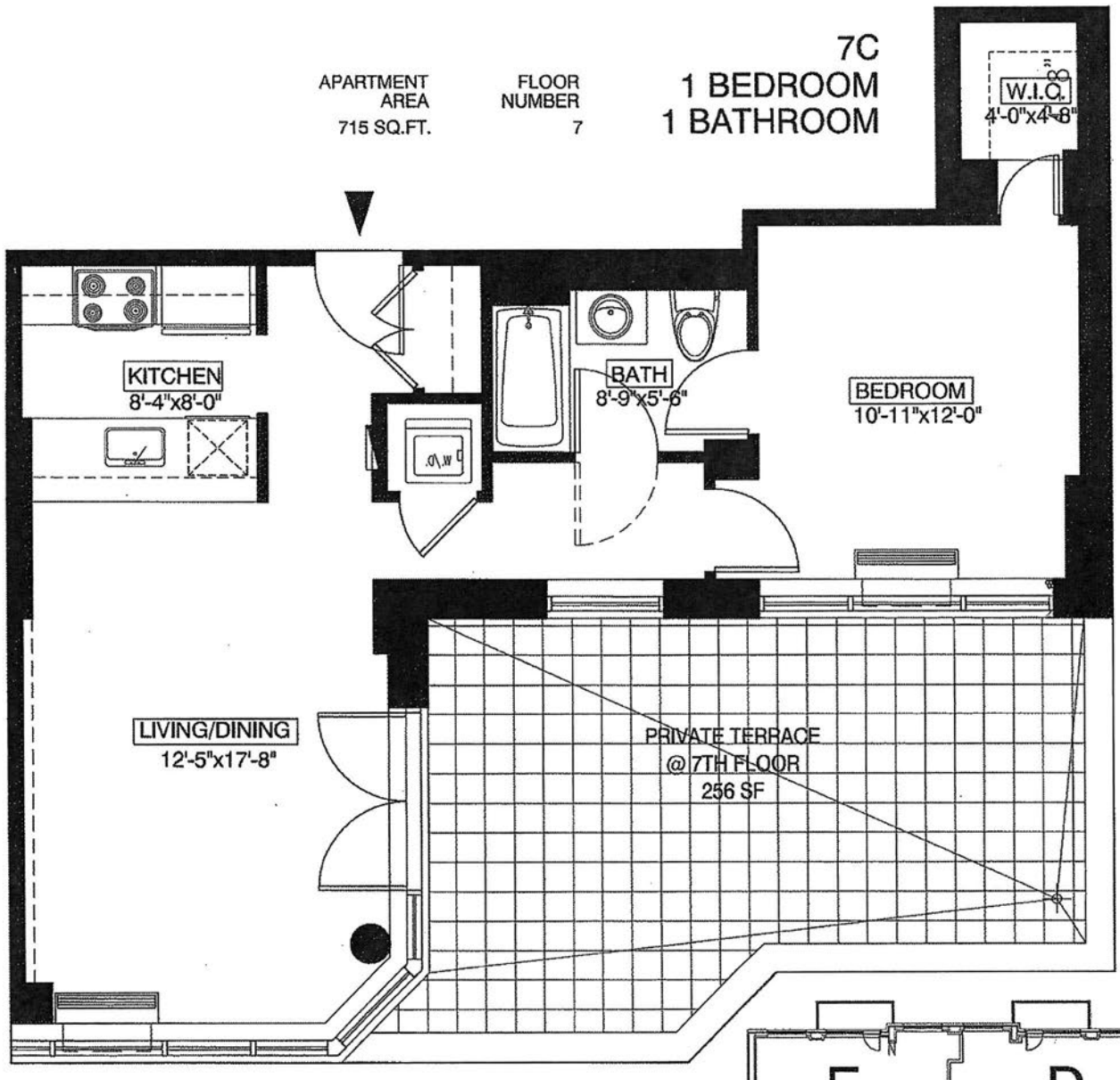
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

APARTMENT AREA
715 SQ.FT.

FLOOR NUMBER
7

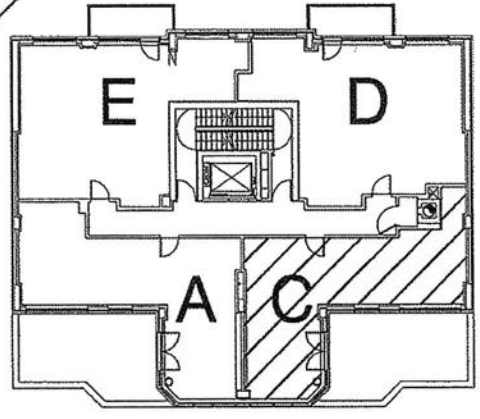
7C
1 BEDROOM
1 BATHROOM



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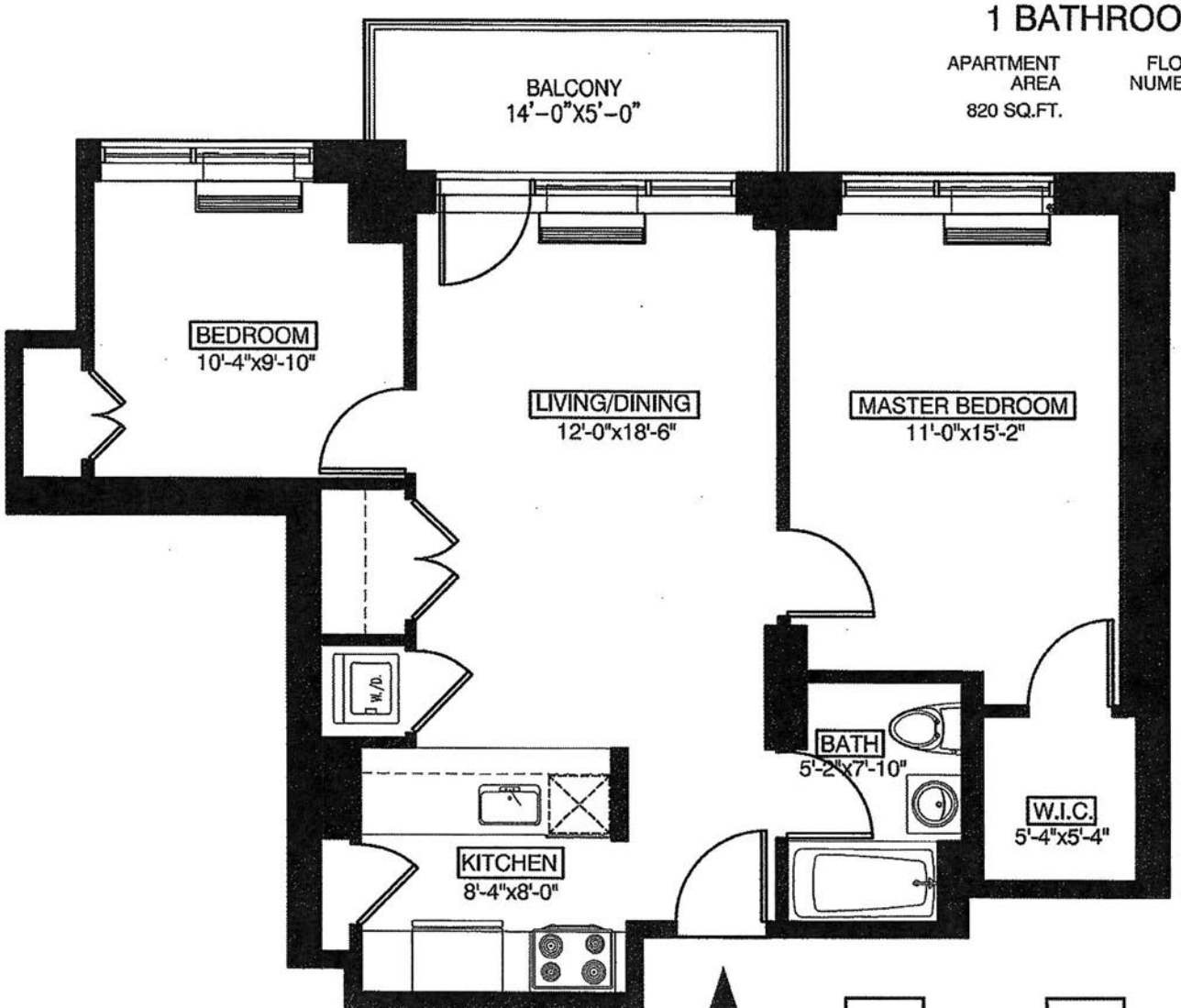
KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

7D
2 BEDROOM
1 BATHROOM

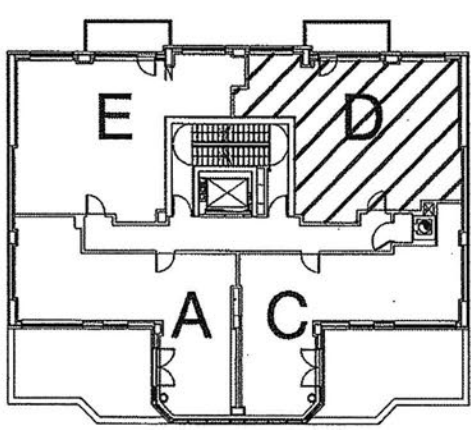
APARTMENT AREA	FLOOR NUMBER
820 SQ.FT.	7



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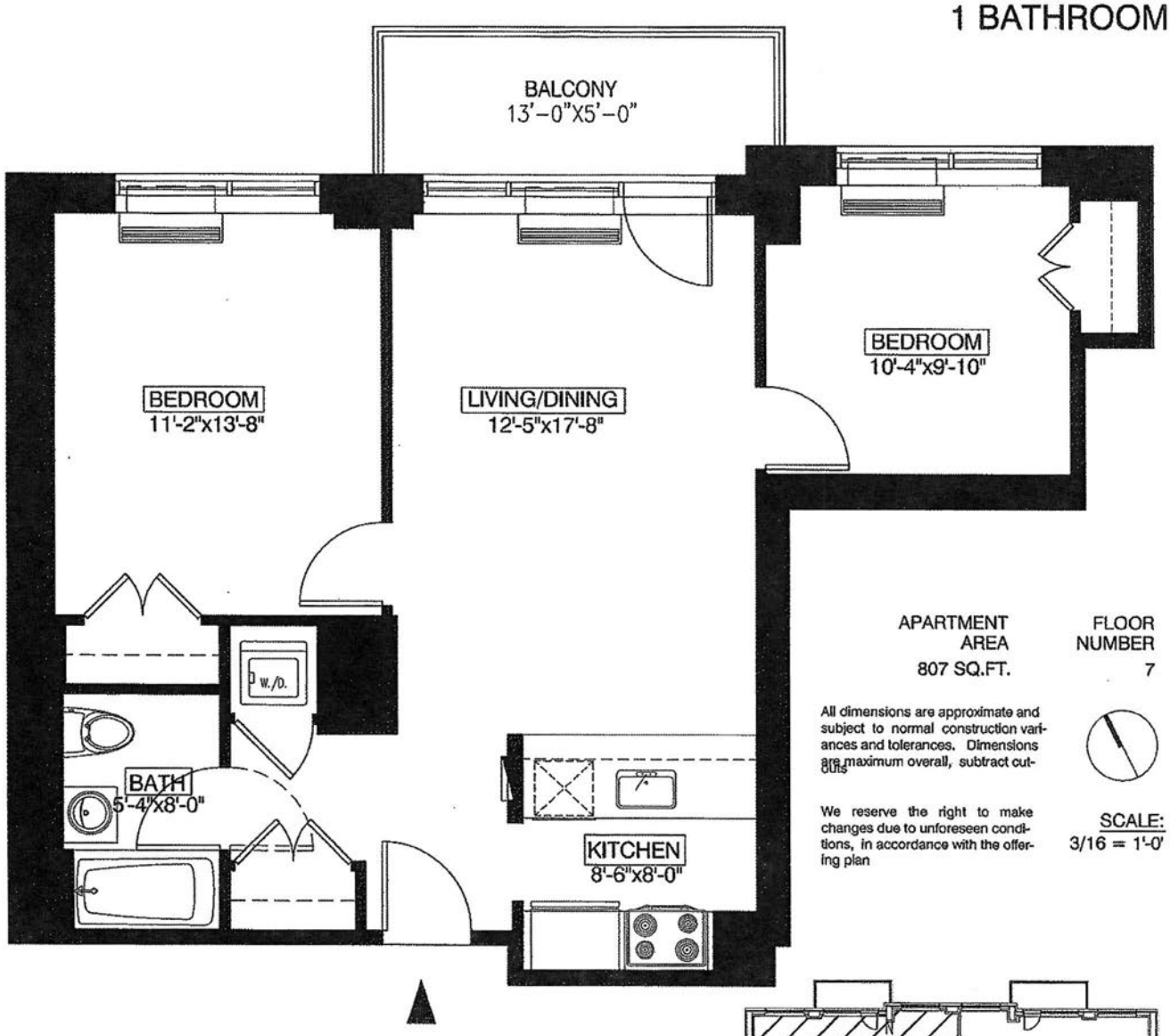


KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

7E
2 BEDROOM
1 BATHROOM

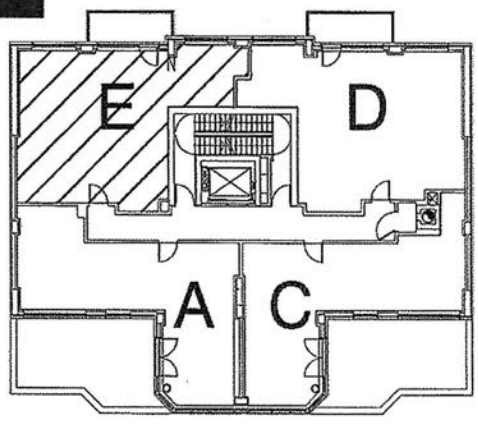


APARTMENT AREA	FLOOR NUMBER
807 SQ.FT.	7

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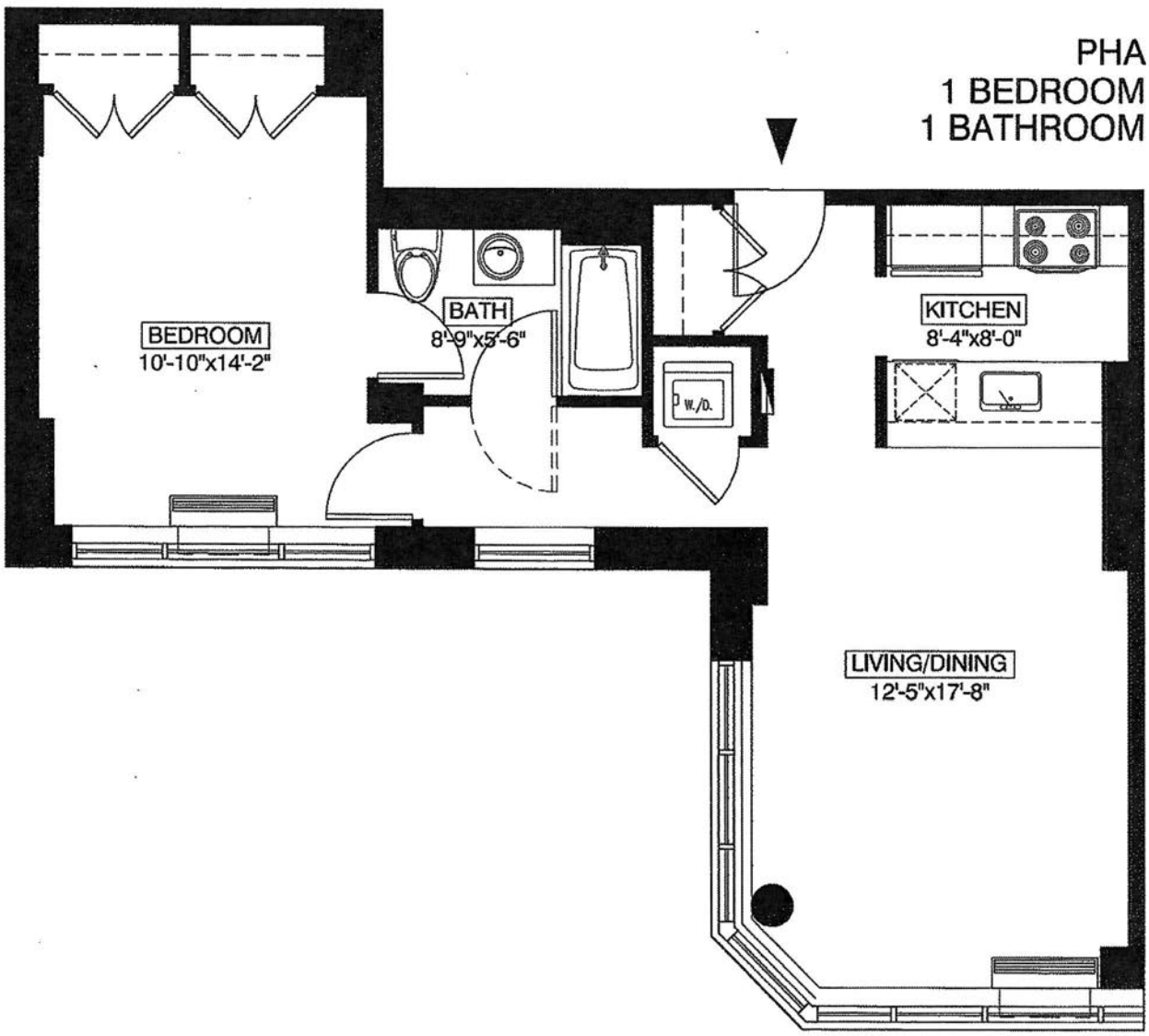


KEY PLAN

333-339 EAST 109th STREET

MANHATTAN NEW-YORK

PHA
1 BEDROOM
1 BATHROOM



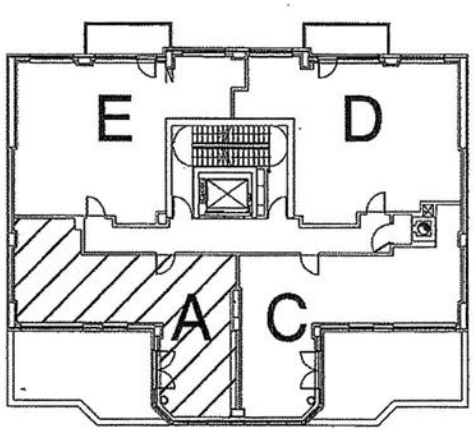
APARTMENT AREA
726 SQ.FT.

FLOOR NUMBER
8

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SCALE:
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KEY PLAN

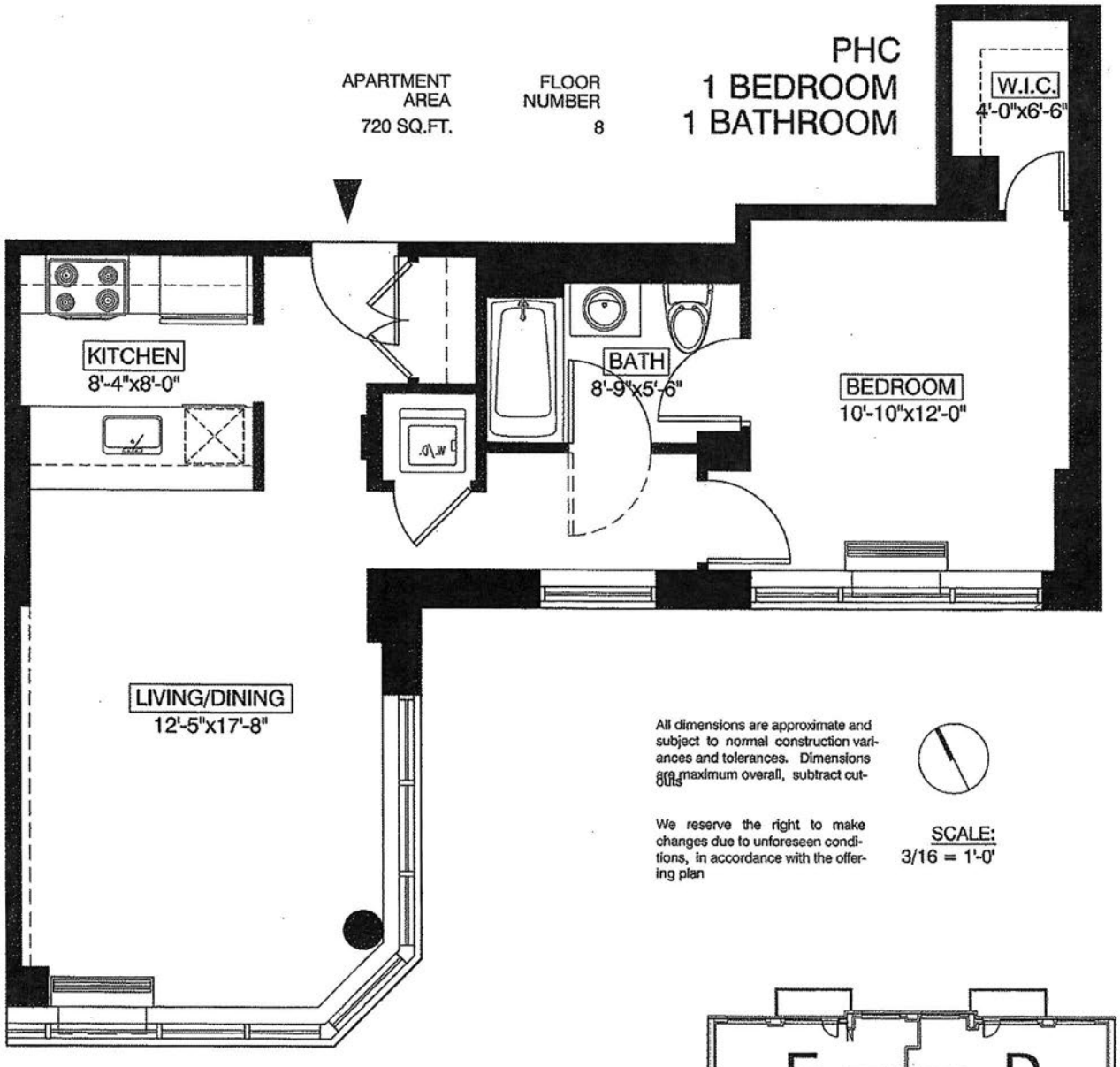
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

APARTMENT AREA
720 SQ.FT.

FLOOR NUMBER
8

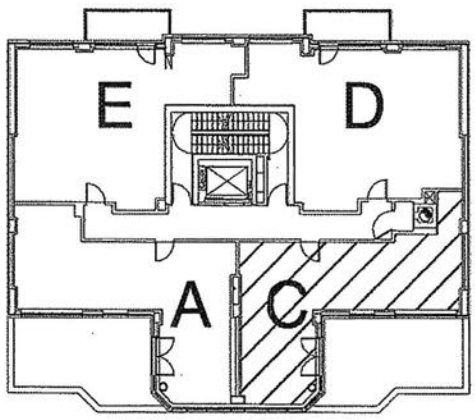
PHC
1 BEDROOM
1 BATHROOM



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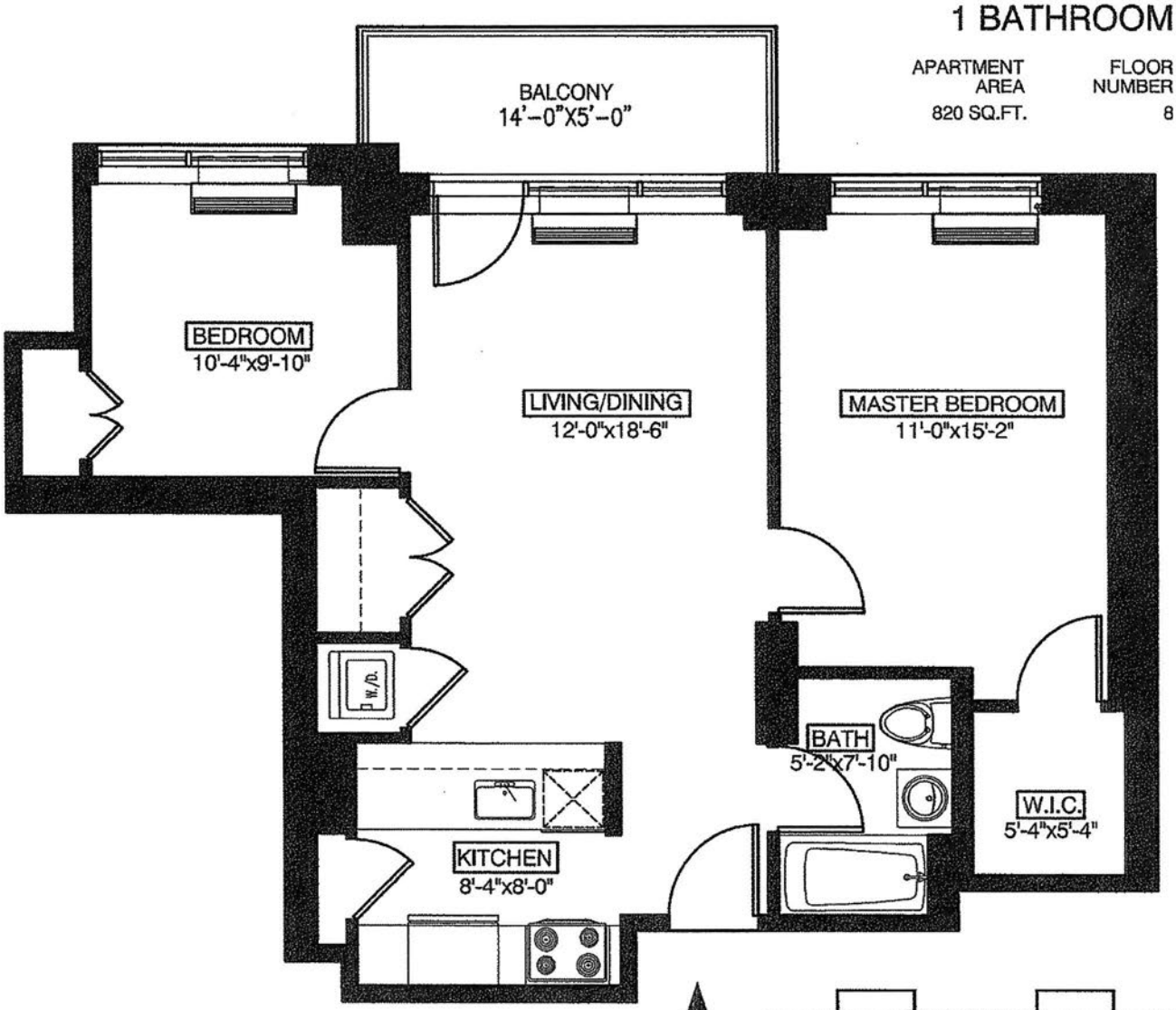
KEY PLAN

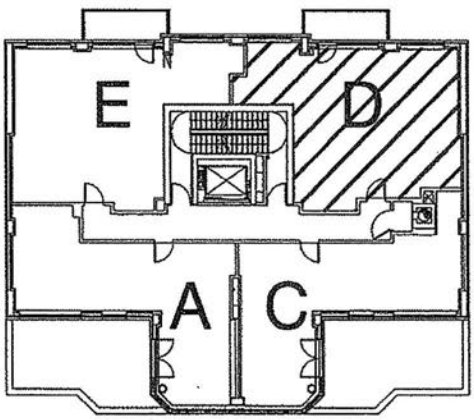
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

PHD
2 BEDROOM
1 BATHROOM

APARTMENT AREA	FLOOR NUMBER
820 SQ.FT.	8





KEY PLAN

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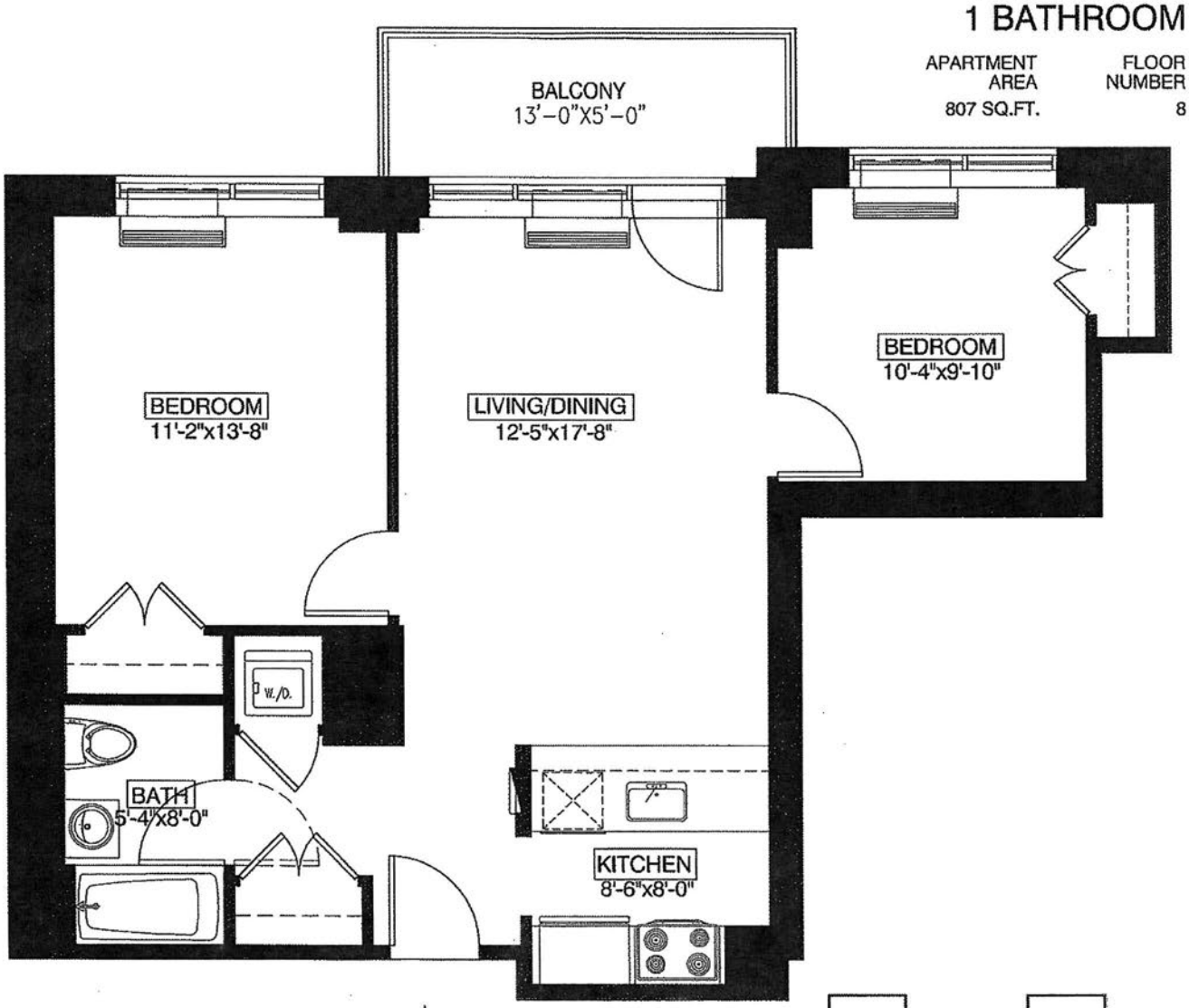
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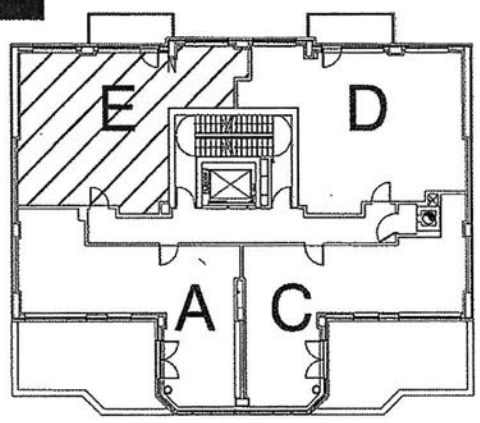
333-339 EAST 109th STREET

MANHATTAN NEW-YORK

PHE
2 BEDROOM
1 BATHROOM

APARTMENT AREA	FLOOR NUMBER
807 SQ.FT.	8



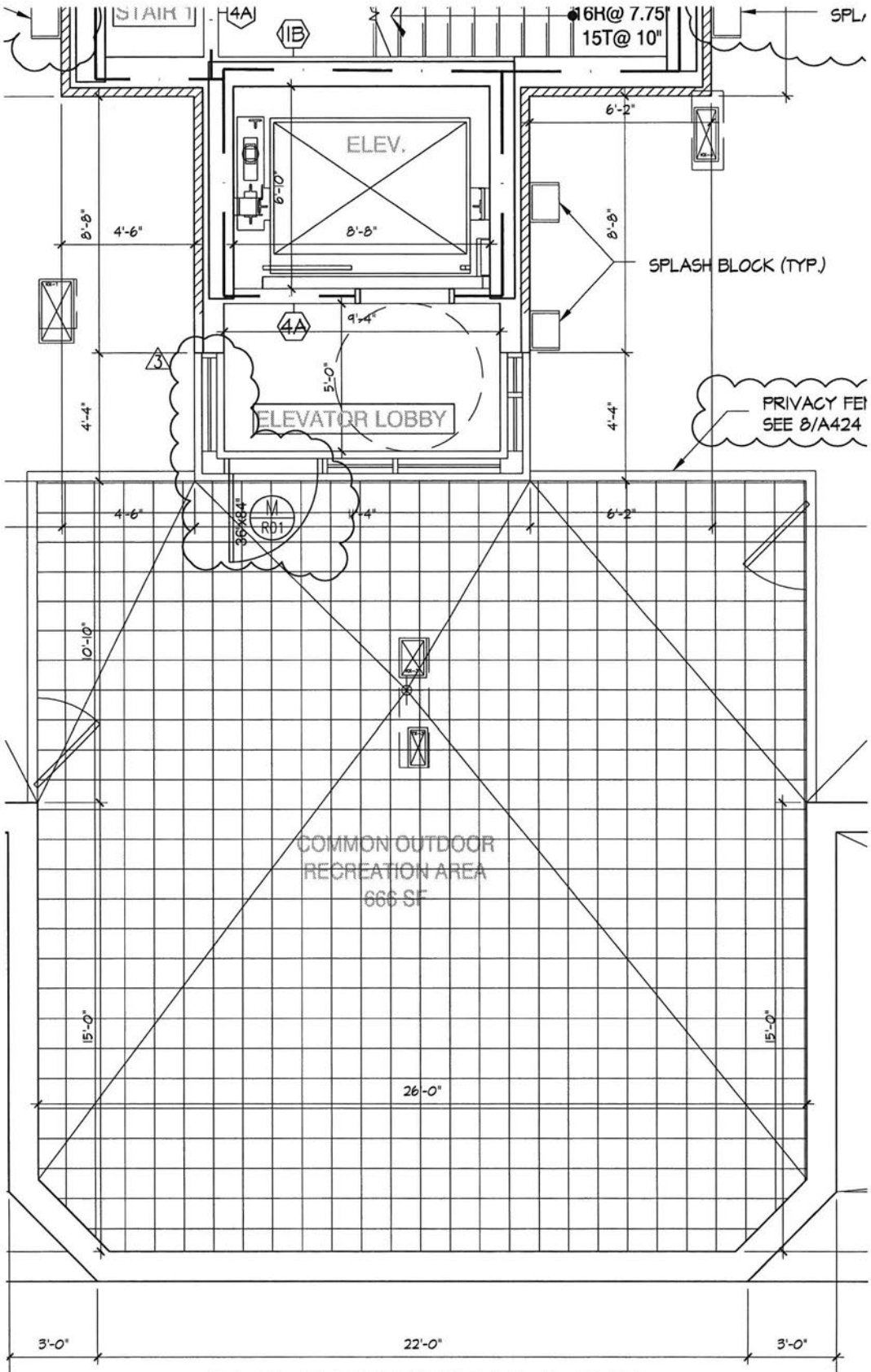


KEY PLAN

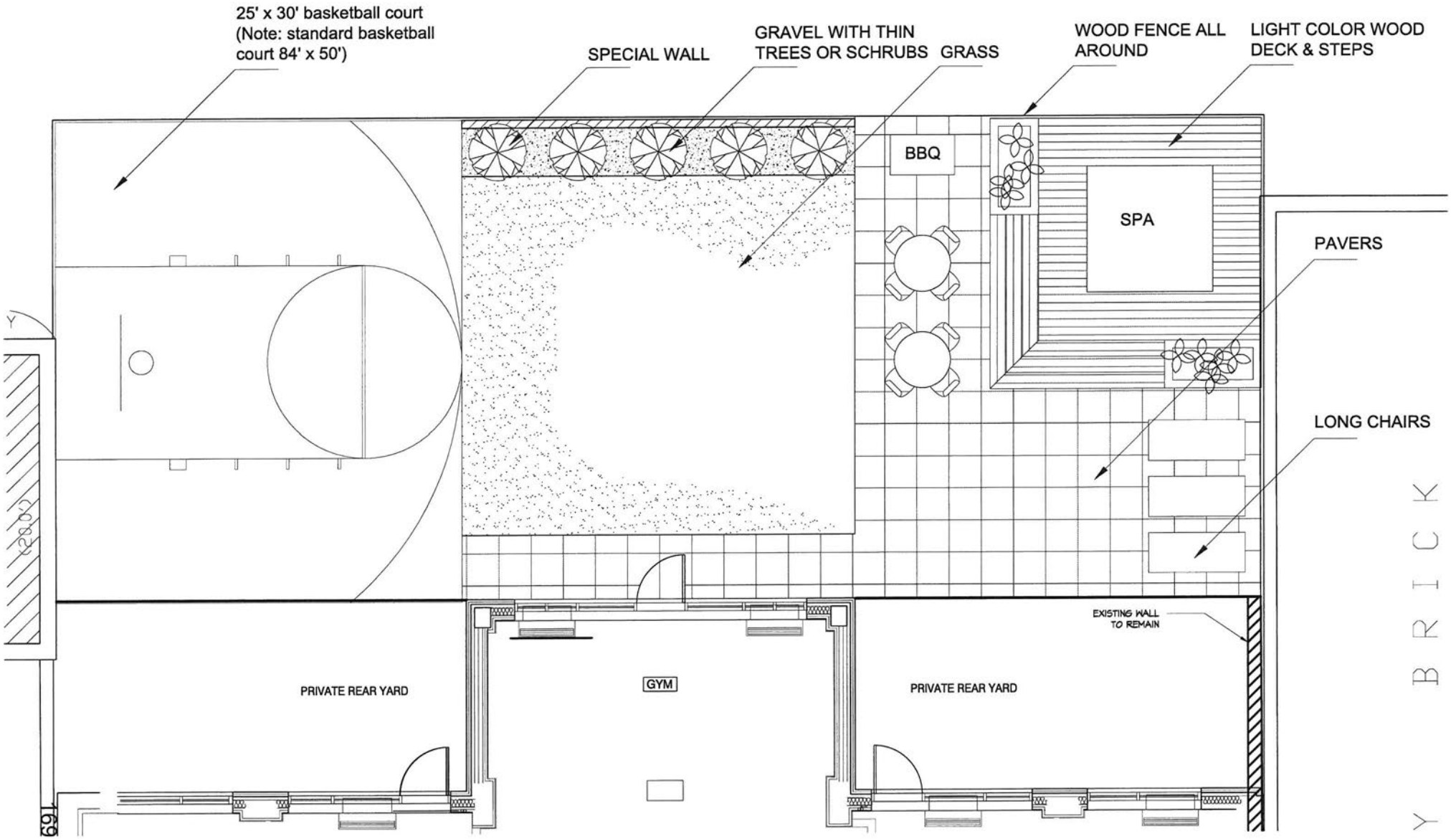
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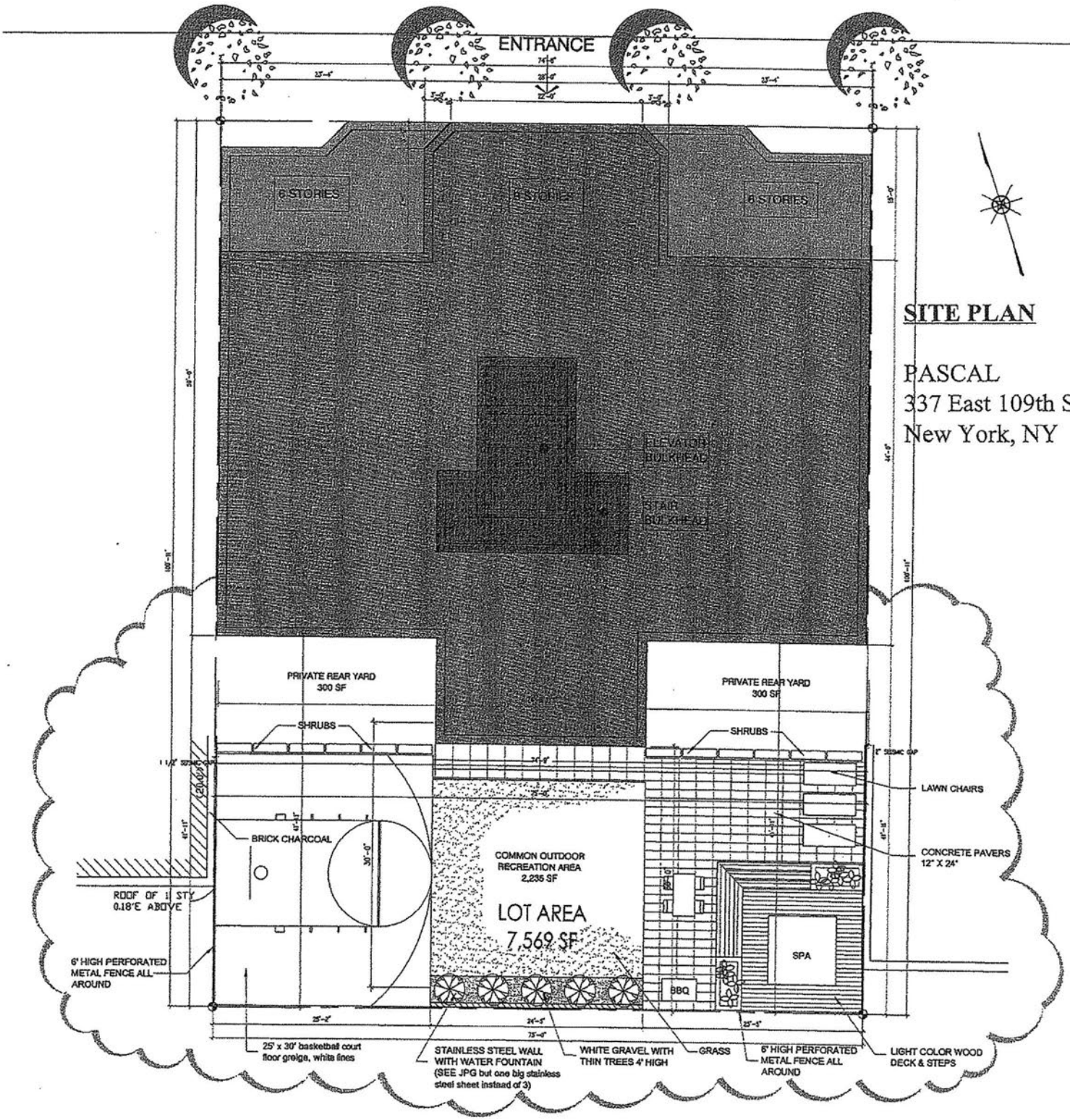
ROOF TERRACE



SITE PLAN/ BACKYARD

333-339 EAST 109th STREET

MANHATTAN NEW-YORK



SITE PLAN

PASCAL
337 East 109th St.
New York, NY

DECLARATION

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF

PASCAL

333-339 EAST 109th Street, New York, New York 10029

Pursuant to Article 9-B of the Real Property Law

of the State of New York

SPONSOR:
333-339 EAST 109 LLC
158-13 EAST 72nd AVENUE
FLUSHING, NEW YORK 11365

Date of Declaration: _____, 200__

Prepared by: RICHARD L. YELLEN & ASSOCIATES, LLP
Attorneys for Sponsor
111 Broadway, 11th Floor
New York, New York 10006

The land affected by the within instrument lies in the County of New York, State of New York, and is shown as Block 1681, Lots 1101 through 1140, formerly known as Lots 17, 18, and 19, on the Tax Map of the County of New York, City and State of New York.

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Exhibits:

Property Description (Exhibit A)

Description of Units (Exhibit B)

Definitions (Exhibit C)

By-Laws (Exhibit D)

Unit Power of Attorney (Exhibit)

DECLARATION OF CONDOMINIUM FOR

PASCAL

PREMISES LOCATED AT 333-339 109TH STREET COUNTY OF NEW YORK, STATE OF NEW YORK 10029

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

333-339 EAST 109 LLC, a New York limited liability company having an office at 158-13 72nd Avenue, Flushing, New York 11365 (hereinafter referred to as Sponsor), does hereby declare as follows:

Article 1

Definitions

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which the same are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Article 2

Submission of the Property

Sponsor hereby submits the Property to the provisions of the Condominium Act and, pursuant thereto, does hereby establish a regime for condominium ownership of the property as more particularly set forth herein and in the By-Laws, to be known as PASCAL.

Article 3

The Land

The Land, which is located in the Borough of Manhattan, County of New York, City and State of New York, and is more particularly described in Exhibit A annexed hereto, is owned by the Sponsor in fee simple absolute. Its street address is 333 East 109th Street, New York, New York, shown on the New York County Tax Map as Block 1681, Lots 1101 through 1135, formerly known as Lots 17, 18 and 19.

Article 4

The Building

The subject property is comprised of eight (8) stories. The super structure is constructed principally of poured-in-place concrete walls, columns, deck slabs and stairs. The exterior walls are of pre-cast concrete stone or EIFs backed up with light gauge metal framing.

Article 5

The Units

(a) The Condominium will consist of thirty (35) residential Units. Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its unit designation number and location; (ii) its tax lot number; (iii) its approximate area; (iv) the number of rooms contained therein; (v) the portions of the Common Elements to which such Unit has immediate access; and (vi) the Common Interest appurtenant to such Unit.

(b) The boundaries of the Units consist of the area measured horizontally between the exterior surfaces of the exterior walls enclosing each such Unit and the area measured vertically from the top of the concrete sub-floor to the underside of the plaster board ceiling. However, any Common Elements located within the Unit shall not be considered a part of such Unit. The Units include the following areas in or bounding each such Unit: (i) the front entrance door and any other entrance doors to such Unit; (ii) the interior walls, partitions and floor covering and plaster board ceilings affixed, attached, or appurtenant to such Unit; (iii) all windows (including, without limitation, their panes, casements and frames) located within, or opening from, such Unit; (iv) any and all equipment, fixtures and appliances (including, without limitation, heating and cooling equipment, plumbing facilities,

sinks, bathtubs, water closets, ranges, dishwashers and any other appliances) affixed, attached, or appurtenant to such Unit; and (v) all other Unit Facilities affixed, attached, or appurtenant to such Unit and benefitting only that Unit.

(c) Notwithstanding anything contained in this Article 5 to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit, as shall be appropriate and desirable to such Unit Owner, provided that no such installation shall impair the structural integrity of such Unit or of the Building in which such Unit is located nor of any adjacent Unit.

Article 6

The Common Elements

(a) The Common Elements are comprised of (i) the General Common Elements, which are described in paragraph (b) of this Article 6, and (ii) the Limited Common Elements, which are described in paragraph (c) of this Article 6.

(b) The General Common Elements consist of the Land and those rooms, areas, corridors and other portions of the Building (other than the Units), as well as those Unit Facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation or safety of the Property. Without intention to limit the generality of the foregoing in any respect, the General Common Elements include:

(i) the Land;

(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs, and ceilings in, on, or under the Buildings, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 5 hereof or as part of a Limited Common Element pursuant to the terms of paragraph (c) of this Article 6;

(iii) all hallways, corridors, lobbies, vestibules, mail boxes, stairs, stairways, mechanical equipment spaces and entrances to, and exits from, the Building;

(iv) all central and appurtenant installations and Unit Facilities

for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, cable television and other mechanical and electrical systems to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 5 hereof;

(v) the boiler and utility rooms of the Building; and

(vi) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property.

(c) The Limited Common Elements consist of all portions of the Land and the Building (other than the Units) that are for the use of one Unit to the exclusion of all other Units. The Limited Common Elements include without limitation any balcony, porch, rear yard area or terrace, to which there is direct and exclusive access from the interior of a Unit, all as set forth in the Floor Plans.

(d) The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 14 hereof and Section 5.5 of the By-Laws.

Article 7

Determination of Common Interests

The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act and as set forth in Exhibit B to this Declaration based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular Unit.

Article 8

Use

(a) Use of the Units.

(i) In order to provide for congenial occupancy of the Property and

for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Article and in the By-Laws. In addition, the Board of Managers may, from time to time, promulgate and amend such reasonable rules and regulations as they may deem necessary to effectuate the foregoing, in accordance with applicable law and the provisions of this Declaration and the By-Laws of the Condominium.

(ii) Each Unit shall be used only as a residence, except as otherwise permitted to Sponsor under this Declaration and the By-Laws.

(iii) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by a rental tenant pursuant to a lease agreement in compliance with this Declaration and the By-Laws, provided in each case such occupancy complies in all respects with the provisions of subparagraph (a)(ii) hereof.

(A) Within 30 days after a Person, other than a natural person, becomes the owner of a Unit, such non-individual owner shall notify the Condominium Board or Managing Agent, if any has been appointed, in writing, of the name of the officer, director, stockholder, partner or employee designated by such owner to occupy its Unit. The non-individual owner may change such designee from time to time by similar written notice to the Condominium Board or Managing Agent, if any has been appointed. All designees must be bona fide officers, directors, stockholders, partners or employees of such owner.

(B) The foregoing restrictions in this paragraph (iii) do not apply to Unsold Units, which may be leased to any Persons (whether individuals, corporations, partnerships, fiduciaries or other entities) and, in the case of Unsold Units, occupied by any Person authorized by such lessee and approved by the owner of such Unsold Units, who is not required to comply with the designation notice requirement set forth in the preceding paragraph.

(iv) Notwithstanding anything to the contrary contained in this Article, Sponsor may, without the consent of either the Condominium Board

or the Unit Owners:

(A) grant permission for the use of any Unsold Unit as a professional or business office or for any other purpose, provided that the nature and manner of such use complies with Law and does not violate the then-existing Certificate of Occupancy covering such Unsold Unit; and

(B) use any one or more Unsold Units as model units and offices for the sales, promotions, rental management and operation of the Unsold Units or for any other purpose, subject only to compliance with Law.

(b) Use of the Common Elements.

(i) Subject to the terms of the next succeeding paragraph, the Common Elements and the facilities thereon may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable, and which are incident to the use and occupancy of the Units. In addition, no Unit Owner or occupant of any Unit may obstruct or suffer the obstruction of any part of the Common Elements. Notwithstanding the foregoing, the Limited Common Element appurtenant to each Unit is limited to the exclusive use and enjoyment of owner of such Unit.

(ii) Notwithstanding the terms of the preceding paragraph, Sponsor or its designee shall have the right (and expressly reserves to itself and its designees an easement), without charge or limitation so long as there are any Unsold Units in the Condominium or any adjacent buildings being constructed and marketed by the Sponsor or its designee, to: (A) erect and maintain signs, of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of any building or facility on the Common Elements; (B) have its employees, contractors, subcontractors and sales agents present on the Property; (C) do all things necessary or appropriate, including the use of the Common Elements, to sell, ease, manage, or operate Unsold Units, to complete any work or repairs to the Common Elements or the Units, as expressly undertaken by Sponsor, or in compliance with Sponsor's obligations; and (D) to enter and utilize the Common Elements in connection with any work by Sponsor or its designee on any adjoining property. In no event, however, shall Sponsor or such designee be entitled to use any

Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

Article 9

Easements for the Enjoyment of Common Elements

(a) Subject to the terms of the By-Laws and the Rules and Regulations, the Unit Owners (including Sponsor, as long as it owns any Unit), all other permitted tenants and occupants of the Buildings, the Managing Agent (if any), the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have in common with all of the others an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the Common Elements except in accordance with the reasonable purpose for which they are intended and without encroaching upon the rights of other Permitted Persons to do so.

(b) Each Unit Owner whose Unit has one or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof.

(c) Notwithstanding anything to the contrary contained in paragraph (a) hereof, Sponsor and its successors, assignees, invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the construction, sale or renting of Unsold Units, or the easements reserved in Paragraph (b)(ii) of Article 8 hereof. In addition, Sponsor shall have the right, to the extent not prohibited by Law, to use one or more portions of the Common Elements, as designated by Sponsor in its sole discretion, for sales, rental, or display purposes, which right shall include, without limitation, the right to place "for sale", "for rent" and other signs and promotional materials, of such size and content as Sponsor shall determine, in, on, about and adjacent to the Building and Common Elements (including without limitation the exterior walls and adjacent sidewalk).

Article 10

Other Easements

(a) Subject to the terms of the By-Laws and to the Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement

to use any of the Common Elements, and oil pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements, to the extent that such Common Elements and utility distribution systems serve, or are necessary to the service of, such Unit Owner's Unit, and all of the Common Elements shall be subject to such easement. In addition, the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Property, for the safety of the occupants of the Condominium or other persons, or to avoid the suspension of any necessary service in the Condominium.

(b) Sponsor reserves for itself and to the Condominium Board on behalf of all Unit Owners the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Property or any portion thereof or for the general health or welfare of the owners, tenants and occupants of the appropriate Units or for the provision of utility services to adjacent properties, provided, however, that the grant of such additional utility easements or the relocation of existing utility easements shall not unreasonably interfere with the use of the Units for their permitted purposes. Any utility company, as well as its officers, employees and agents, shall have a right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

(c) Each Unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

(d) If (i) any portion of the Common Elements now encroaches upon any Unit or upon any other portion of the Common Elements, (ii) any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or (iii) any such encroachment shall hereafter occur as a result of (w) the initial construction of the project by the Sponsor as contemplated by this Declaration, (x) the settling of the Building, (y) any repair or alteration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws by, or with the consent of, the Condominium Board, by Sponsor or Sponsor's designee, or (z) any repair or restoration made to any portion of any structure or improvement on the Property, to any Unit, or to the Common Elements in accordance with the terms of this Declaration and the By-Laws after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building or the affected Unit, structure, improvement or Common Elements shall stand.

(e) In addition to the specific easements set forth in this Article 10 and in Article 9 hereof, the Property and every portion thereof shall be subject to all easements and rights of access prescribed in the Condominium Act.

Article 11

Changes in Unsold Units

(a) Sponsor or its designee shall have the right, to the extent not prohibited by law, without obtaining the consent or approval of the Condominium Board, or Mortgage Representative (if any), to subdivide any Unsold Unit into separate Units, provided and on condition that:

(i) Such subdivision into separate Units shall be appropriately reflected in (1) an Agreement to this Declaration recorded in the Register's Office, and (2) an Amendment to the Floor Plans filed with the Register's Office, each such Amendment to set forth all information required by the Condominium Act; and

(ii) The Common Interest of each newly established Unit shall be allocated in conformity with the Condominium Act, provided, however, (1) the Common Interests of all newly established Units shall equal the Common Interest of the original Unit being so subdivided, and (2) the Common Interests of all Units shall equal 100%.

(b) Sponsor or its designee shall have the right, to the extent not

prohibited by law, without obtaining the consent or approval of the Condominium Board, other Unit Owners or Mortgage Representatives (if any):

(i) To make alterations, additions and/or improvements (whether structural or nonstructural, interior or exterior, ordinary or extraordinary) in to and upon Unsold Units, provided and on condition that: (A) no physical modification shall be made to any other Units and the Common Interests and interior dimensions of any other Units shall not be changed by reason thereof, unless the owner or purchaser (if a purchase agreement has been executed and the purchaser is not in default thereunder) of any such other affected Unit shall consent thereto; and (B) such alteration, addition or improvement shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property;

(ii) To change the layout of, or number of rooms in, any Unsold Unit, provided and on condition that the Sponsor or its designee (as the case may be) shall comply with applicable law; and

(iii) To change the size and/or number of Unsold Units by (1) further subdividing one or more Unsold Units into two or more Units, (2) combining two or more separate Unsold Units (including, without limitation, those resulting from such subdivision or otherwise) into one or more Units, (3) altering the boundary walls of any Unsold Unit, or (4) otherwise, provided and on condition that: (A) the Common Interest of any Unit affected by such change in size or number shall be appropriately reapportioned in accordance with the factors, conditions and restrictions set forth in paragraph (a) of this Article 11; and (B) the Declaration and Floor Plans shall be appropriately amended to reflect the changes made to such affected Units and the reapportionment of the Common Interest for each, all in accordance with the Condominium Act.

(c) In the event that one or more Units is subdivided into two or more Units in accordance with the foregoing provisions of this Article 11, all newly established Units as well as the Owners, tenants and occupants thereof, shall be subject to, bound by and shall comply with, the provisions of this Declaration, the By-Laws, and the Rules and Regulations, as they may be amended from time to time.

(d) The provisions of this Article 11 may not be added to, amended, modified, or deleted without the prior written consent of Sponsor.

Article 12

Acquisitions of Units by the Condominium Board

If (i) any Unit Owner surrenders his Unit, together with its Appurtenant Interests, to the Condominium Board pursuant to the terms of the By-Laws or of Section 339-x of the Condominium Act, or (ii) the Condominium Board, pursuant to the terms of the By-Laws or otherwise, either (x) acquires or leases a Unit, together with its Appurtenant Interests, or (y) purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title or the leasehold estate, as the case may be, in and to such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designees shall be held by the Condominium Board or such designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

Article 13

Power of Attorney to Sponsor and the Condominium Board

(a) Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power, (i) the Sponsor, to amend the Condominium Documents pursuant to the terms of Article 17 hereof; and (ii) the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(A) acquire or lease any Unit, together with its Appurtenant Interests (1) whose owner desires to sell, convey, transfer, assign, ease, or surrender the same, or (2) that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(B) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(C) execute, acknowledge and deliver (l) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration,

repair, or restoration of the Condominium, or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

(b) In confirmation of the foregoing powers of attorney, each Unit Owner, upon the request of either Sponsor or the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the City Register's Office, a Unit Owner's Power of Attorney in the form set forth as Exhibit E to this Declaration.

Article 14

Termination of Condominium

The Condominium shall continue until terminated by: (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws; or (ii) withdrawal of the Property from the provisions of the Condominium Act in accordance with the provisions of Section 339-t of the Condominium Act.

Article 15

Covenant of Further Assurances

(a) Any Person who is subject to the terms of this Declaration (whether such person is a Unit Owner, a lessee or a sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium or otherwise) shall, at the expense of Sponsor, the Condominium Board, any officer of the Condominium, or the Managing Agent (if any), as the case may be, requesting the same, execute, acknowledge and deliver to Sponsor, the Condominium Board, any officer of the Condominium, or the Managing Agent, as the case may be, such instruments, in addition to those specifically provided for herein, and take such other action, as Sponsor, the Condominium Board, any officer of the Condominium, or the Managing Agent, as the case may be, may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) Subject to paragraph (c) below, if any Unit Owner or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after

request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be 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 Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) if any Unit Owner or the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that the Condominium Board, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor, then Sponsor is hereby authorized as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner or other Person, as the case may be.

Article 16

Covenants to Run With the Land

(a) All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article 16, 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 thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein and his or her 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, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the succeeding to title, the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner,

tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease.

(b) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

(c) Subject to the terms of paragraph (b) of this Article 16, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

Article 17

Amendments to This Declaration

(a) Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee, any provision of this Declaration may be amended, modified, added to, or deleted by the vote of eighty percent (80%) of all Unit Owners, both in number and in aggregate Common Interests, taken in accordance with the provisions of the By-Laws. However, no amendment, modification, addition, or deletion pursuant to the preceding sentence shall be effective without the written consent of the Mortgage Representatives (if required by the terms of the applicable mortgage), if any, provided such consent shall not be unreasonably withheld or delayed. In addition, such amendment, modification, addition, or deletion (i) shall not be effective until recorded in the City Register's Office; and (ii) shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest, and the Condominium Board is hereby authorized by the Unit Owners so to act as their attorney-in-fact. No amendment may be made which will in any way affect the rights of the Sponsor unless the Sponsor shall consent to such amendment.

(b) Sponsor or its designee shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at the Sponsor's or such designee's sole option, to require the Condominium Board or any other Unit owners to execute, acknowledge and record) in the City Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including the Exhibits hereto), together with such documents, plans and maps as the Sponsor or such designee deems appropriate to effectuate the same:

(i) to reflect any changes in the Unsold Units, including any reapportionment of the Common Interest resulting therefrom made by the Sponsor in accordance with the terms of Article 11 hereof, or any assignment or revision of a tax lot to any Unit; or

(ii) where required by an Institutional Lender, any governmental agency having regulatory authority over the Condominium, or any title insurance company selected by Sponsor to insure title to any Units, provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this paragraph (b) shall not (1) change the

Common Interest of any Unit not then owned by Sponsor, (2) require a material, physical modification of any Unit not then owned by Sponsor or of the Common Elements, or (3) adversely affect the priority or validity of the lien of any mortgage held by an institutional lender, unless the owner of the affected Unit (in the event described in clause (1) or (2) of this subparagraph (ii) or the holder of such mortgage (in the event described in clause (3) of this subparagraph (ii)) shall consent thereto by joining in the execution of such amendment.

(c) Any amendment to this Declaration may be executed: (i) if on behalf of Sponsor pursuant to the terms of paragraph (b) hereof, by any officer of Sponsor, or (ii) if on behalf of the Unit Owners or by the Condominium Board, by the President or Vice President and by the Secretary or an Assistant Secretary of the Condominium. If the amendment requires the approval of a specified percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting, in which Certification shall be described the number and percentage of Unit Owners so consenting and, if voted upon at a meeting, the date and time of the meeting.

(d) Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be adopted which would:

(i) (A) unreasonably interfere with the sale, lease or other disposition of an Unsold Unit; (B) abridge, modify, suspend, eliminate or otherwise affect any right, power, easement, privilege or benefit to Sponsor or its designee; or (C) impose any discriminatory charge or fee against Sponsor or its designee, unless Sponsor or such designee shall consent thereto, by joining in the execution of such Amendment; or

(ii) change the permitted use of any Unit or such Unit's Common Interest, unless the owner of such affected Unit shall consent thereto by joining in the execution of such Amendment.

Article 18

Consents of Sponsor

Wherever the consent, approval, satisfaction, or permission of Sponsor or its designee is required under this Declaration or the By-Laws, such consent,

approval, satisfaction, or permission shall not be required when Sponsor or such designee no longer owns any Units.

Article 19

Person to Receive Service

Any member of the Condominium Board is hereby designated to receive service of process in any action that may be brought against the Condominium relating to the Common Elements or to more than one of the Units.

Article 20

Incorporation by Reference

The terms, covenant, conditions, descriptions and other information contained in

(i) the property description annexed hereto as Exhibit A;
(ii) the description of the Units annexed hereto as Exhibit B;
(iii) the table of definitions annexed hereto as Exhibit C;
(iv) the By-Laws annexed hereto as Exhibit D;
(v) the Unit Owner's Power of Attorney annexed hereto as Exhibit E; and
(vi) the Floor Plans

are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof.

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, regardless of the number of violations or breaches that may occur.

Article 22

Severability

Subject to the provisions of paragraphs (b) and (c) of Article 16 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons

or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provision of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

Article 23

Successors and Assigns

The rights and/or obligations of and limitations imposed on Sponsor, as set forth herein, shall inure to the benefit of and shall be binding upon its successors and assignees, as well as upon any designated transferee of its Units. Subject to the foregoing, Sponsor shall have the right at any time, in its sole discretion, to assign or otherwise to transfer its interest herein, whether by merger, consolidation, lease, assignment or otherwise.

Article 24

Construction

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.

Article 25

Captions

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the _____ day of _____ 2010.

333-339 East 109 LLC

By: _____
David E. Marx, Principal

ACKNOWLEDGMENT

State of New York)
: ss:
County of New York)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared David E. Marx, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

EXHIBIT A TO THE DECLARATION OF

PASCAL

DESCRIPTION OF THE LAND

All that certain Lot, 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 northerly side of East 109th Street, distant 175 feet westerly from the corner formed by the intersection of the northerly side of East 109th Street with the westerly side of First Avenue;

RUNNING THENCE westerly along the northerly side of East 109th Street, 75 feet;

THENCE northerly and parallel with said westerly side of First Avenue, 100 feet 11 inches to the center line of the block between East 109th Street and East 110th Street;

THENCE easterly along the center line of the block between East 109th Street and East 110th Street and parallel with the southerly side of East 110th Street, 75 feet;

THENCE southerly and again parallel with the westerly side of First Avenue, 100 feet 11 inches to the southerly side of East 110th Street and the point or place of BEGINNING.

NOTE: Being Section 6, Block 1681, Lots 17, 18, and 19, Tax Map of the Borough of Manhattan, County of New York.

NOTE: Lot and Block Shown for informational purposes only.

EXHIBIT B TO THE DECLARATION OF

PASCAL

THE PREMISES KNOWN AS
333-339 EAST 109TH STREET, NEW YORK, NEW YORK

DESCRIPTION OF UNITS

Unit	Location	Tax Lot Number	Approx. Area in Square Feet	Number of Bed/Bath Rooms	% of Common Interest	Common Element to Which Unit has Access	Limited Common Elements Appurtenant to Unit
1A	First Floor	1101	655	1 / 1	2.210	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None
1D	First Floor	1102	611	1 / 1	2.430	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Rear Yard (300 sq. ft)
1E	First Floor	1103	727	1 / 2	2.756	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Rear Yard (300 sq. ft)

2A	Second Floor	1104	626	1 / 1	2.357	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None
2C	Second Floor	1105	690	1 / 1	2.568	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None
2D	Second Floor	1106	834	2 / 1	3.206	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Terrace (108.1 sq ft)
2E	Second Floor	1107	907	2 / 2	3.394	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Terrace (108.1 sq ft)
3A	Third Floor	1108	626	1 / 1	2.415	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (46.7 sq ft)

3B	Third Floor	1109	647	1 / 1	2.456	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None
3C	Third Floor	1110	677	1 / 1	2.557	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (46.7 sq ft)
3D	Third Floor	1111	834	2 / 1	3.206	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
3E	Third Floor	1112	907	2 / 2	3.394	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
4A	Fourth Floor	1113	626	1 / 1	2.430	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (46.7 sq ft)

4B	Fourth Floor	1114	647	1 / 1	2.470	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None
4C	Fourth Floor	1115	677	1 / 1	2.572	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (46.7 sq ft)
4D	Fourth Floor	1116	834	2 / 1	3.224	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
4E	Fourth Floor	1117	907	2 / 2	3.408	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
5A	Fifth Floor	1118	626	1 / 1	2.444	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (46.7 sq ft)

5B	Fifth Floor	1119	647	1 / 1	2.485	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None
5C	Fifth Floor	1120	677	1 / 1	2.586	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (46.7 sq ft)
5D	Fifth Floor	1121	834	2 / 1	3.238	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
5E	Fifth Floor	1122	907	2 / 2	3.423	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
6A	Sixth Floor	1123	626	1 / 1	2.459	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (46.7 sq ft)

6B	Sixth Floor	1124	647	1 / 1	2.499	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None
6C	Sixth Floor	1125	677	1 / 1	2.601	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (46.7 sq ft)
6D	Sixth Floor	1126	834	2 / 1	3.253	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
6E	Sixth Floor	1127	907	2 / 2	3.437	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
7A	Seventh Floor	1128	726	1 / 1	2.958	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Terrace (256 sq ft)

7C	Seventh Floor	1129	715	1 / 1	2.922	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Terrace (256 sq ft)
7D	Seventh Floor	1130	820	2 / 1	3.226	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
7E	Seventh Floor	1131	807	2 / 1	3.186	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
PH 8A	Eighth Floor	1132	726	1 / 1	2.899	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None
PH 8C	Eighth Floor	1133	720	1 / 1	2.888	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	None

PH 8D	Eighth Floor	1134	820	2 / 1	3.241	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)
PH 8E	Eighth Floor	1135	807	2 / 1	3.201	Stair, Mailboxes Trash chute room, Lobby, Elevator, Recreation Space, Outdoor Recreation Space, Rooftop Recreation Space, Virtual Doorman.	Private Balcony (61.7 sq ft)

EXHIBIT C TO THE DECLARATION OF

PASCAL

DEFINITIONS

"Appurtenant Interest." With respect to any Unit, the undivided interest of the owner thereof, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other asset of the Condominium.

"Building." The building being constructed on the Land, located at 333 East 109th Street, New York, New York.

"By-Laws." The By-Laws of the Condominium, which are included in Part II of the Plan, as the same may be amended from time to time pursuant to the terms thereof.

"Common Elements." All of the Property except the Units, including the Land and improvements thereon (other than the Units), as well as those facilities thereon, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation or safety of the Property, as more particularly described in Article 6 of the Declaration. The Common Elements are divided into the General Common Elements and the Limited Common Elements. The Limited Common Elements appurtenant to a Unit are reserved for the exclusive use and benefit of the owner of such Unit. The General Common Elements consist of all the Common Elements other than the Limited Common Elements.

"Common Expenses." All costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacement with respect to the Common Elements,

or to make up any deficit in the General Common Charges for any prior year(s); (iii) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

"Common Interest." The undivided percentage interest of each Unit in the Common Elements.

"Condominium." PASCAL, established pursuant to the terms of the Declaration and which is to be governed pursuant to the terms of the By-Laws.

"Condominium Act." Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Board," or "Board of Managers." The governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 4 of the By-Laws.

"Condominium Documents." The Declaration, the By-Laws and the Rules and Regulations.

"Declaration." The instrument to be executed by the Sponsor and recorded in the New York County City Register's Office for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof. A copy of the Declaration is set forth in Part II of the Plan.

"Designee." A person or entity designated by Sponsor or by a designee of Sponsor to succeed to the rights of Sponsor.

"Facilities." The improvements and other facilities being part of the Common Elements.

"Family Members." The spouse, children (natural and adopted), grandchildren, great grandchildren, siblings, parents, parents-in-law, grandparents, great-grandparents and aunts and uncles of a Unit Owner who reside in such Unit Owner's Unit.

"First Closing." The first date upon which title to a Unit is conveyed to a purchaser who is not a principal of the Sponsor.

"Floor Plans." The floor plans of the Units filed in the City Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"General Common Elements." The Common Elements of the Condominium, other than those portions thereof constituting Limited Common Elements.

"Initial Control Period." The period ending thirty calendar days after the earlier to occur of: (i) two years after the date of closing of title to the first Unit, or (ii) when the Unsold Units constitute less than fifty (50%) percent of the Common Interests.

"Institutional Lender." (i) A savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, N.Y.S.-licensed mortgage banker, or mortgage trust, or (ii) a federal, state, municipal, teachers' or union employee, welfare, pension or retirement fund or system.

"Institutional Mortgage." Any first mortgage covering one or more Units that is a permitted mortgage and the initial holder of which is either Sponsor or its designee or an Institutional Lender.

"Land." The land upon which the Project is situated, as more particularly described in Exhibit A to the Declaration.

"Limited Common Element." The designated portion of the General Common Elements appurtenant to a particular Unit, which is reserved for the exclusive use and benefit of the owner of such Unit.

"Majority of Unit Owners." Those Unit Owners having more than 50% of the total authorized votes of all Unit Owners (determined in accordance with the terms of Section 4.7 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

"Managing Agent." A Person employed by the Condominium Board pursuant to Section 2.4 of the By-Laws.

"Mortgage Representatives." The representatives of the holders of all Permitted Mortgages encumbering Units.

"Permitted First Mortgage." A Permitted Mortgage that is a first mortgage lien against a Unit.

"Permitted Mortgagee." Any holder of a Permitted Mortgage at the time in question.

"Person." Any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

"Plan." The offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

'Property" or "Project." The Land and all improvements erected or to be erected on the Land, including the Units, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Purchase Agreement." The agreement pursuant to which a Purchaser contracts to purchase a Unit from the Sponsor. The form of Purchase Agreement is included in Part II of the Plan.

"Purchaser." A Person or Persons who have executed a Purchase Agreement with respect to a Unit.

"Rules and Regulations." The rules and regulations of the Condominium, which are annexed to the By-Laws, as any of the same may be amended, modified, added to or deleted from time to time, pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws.

"Special Assessments." The charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws.

"Sponsor." 333-339 East 109 LLC.

"Unit." One of the thirty-five (35) Units comprising the Condominium formed pursuant to the Declaration, as depicted on the Floor Plans, and as more particularly defined in Article 5 of the Declaration.

"Unit Facilities." All personal property and fixtures now or hereafter existing in, on or under the Land, any buildings or improvements thereon or on the Units, and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance or safety of the Property.

"Unit Owner." Any Person who holds fee title of record to a Unit at the time in question.

"Unsold Unit." Any Unit owned by Sponsor or its designee at the time in question.

EXHIBIT "D" TO THE DECLARATION
CONDOMINIUM BY-LAWS

EXHIBIT "E" TO THE DECLARATION
UNIT OWNER'S POWER OF ATTORNEY

BY-LAWS

OF

PASCAL

THE PREMISES KNOWN AS

333-339 EAST 109TH STREET, NEW YORK, NEW YORK

State, City and County of New York

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BY-LAWS

PASCAL

THE PREMISES KNOWN AS

333-339 E. 109th Street, New York, New York

ARTICLE 1

GENERAL

Section 1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium.

Section 1.2 Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws as defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of such capitalized terms shall be applicable to singular and to plural nouns, as well as to the verbs of any tense.

Section 1.3 Applicability of By-Laws. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and the buildings and improvements thereon, including the condominium units (hereinafter referred to as "Units") and the common elements and the use and occupancy thereof.

Section 1.4 Application of By-Laws. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.5 Principal Office of the Condominium. The principal office of the Condominium shall be located either at the Property or at such other place in the City of New York reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2

BOARD OF MANAGERS

Section 2.1 General. The affairs of the Condominium shall be governed by the Condominium Board.

Section 2.2 Powers and Duties of the Condominium Board.

(A) The Condominium Board shall have all the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements and/or any other portions of the Property for which the Condominium Board is responsible pursuant to the Declaration and the By-Laws, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material, and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a residential condominium;

(iii) to maintain accurate books and records with respect to the finances and the operation of the Condominium;

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof;

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from the Unit Owners;

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided however that (i) the consent of all Unit Owners present at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $10,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owner of said Unit;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the Administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property (whether after damage or destruction by fire or other casualty, or as a result of destruction by fire or other casualty, or as a result of eminent domain proceedings or otherwise), all in accordance with the terms of these By-Laws;

(xii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiii) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Condominium Board or its designee,

corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the votes appurtenant to any such Unit;

(xvi) to adopt and to amend the Rules and Regulations and to levy and collect fines against Unit owners for violations of the same;

(xvii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents, to collect delinquent assessments by suit or otherwise, to abate nuisances and to seek damages from the Unit Owners for violations of the house rules or rules and regulations herein referred to and defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xviii) to incorporate, to the extent and in the manner provided in the Condominium Act;

(xix) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and to these By-Laws.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a Permitted Lessee or other permitted occupant.

Section 2.3 Certain Limitations on the Powers of the Condominium Board. Notwithstanding anything to the contrary contained in these By-Laws, the Condominium Board shall not take any of the following actions unless 80% of all members thereof shall approve the same in writing or by vote at a duly constituted meeting called for such purpose:

(i) increase the number, or change the type, of employees from those hired at the time of recording the Declaration:

(ii) provide for new or additional services from those being provided at the time of recording the Declaration;

(iii) impose any Common Charge or Special Assessment for the purpose of making any capital or major improvement, alteration, or addition to the Common Elements or to any Unit, unless required by Law; or

(iv) establish any reserves, including, without limitation, a reserve for contingencies, repairs, improvements or replacements, other than a twelve-month reserve for contingencies not exceeding five percent of the budgeted operating expenses for the ensuing 12 months of operation.

Section 2.4. Exercise and Delegation of Powers and Duties.

(A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees or designees of the Condominium Board.

(B) The Condominium Board may, subject to an 80% vote of the Unit Owners, employ a Managing Agent to serve at a compensation to be established by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. The Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

Section 2.5 Number, Election and Qualification of Members. Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of three individuals to be designated from time to time by Sponsor. From and after the first annual meeting of the Unit Owners, the Condominium Board shall consist of five individuals (which number may not be increased so long as Sponsor owns any Unsold Units) to be elected by the Unit Owners and the Sponsor, as provided in these By-Laws. Except for members designated by Sponsor or its designee pursuant to the terms of Section 2.8 or 4.8 hereof, all members of the Condominium Board shall be either: (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, members, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing.

Section 2.6 Term of Office Members. The term of office of the three members of the Condominium Board designated by Sponsor prior to the first

annual meeting of the Unit Owners shall expire when the five individuals to be elected or designated at such meeting are so elected or designated and qualified. The term of office of each of the five individuals elected or designated and qualified at the first annual meeting of the Unit Owners and at all subsequent annual meetings shall be one year. Notwithstanding anything to the contrary contained in this Section 2.6, however, each member of the Condominium Board shall serve until his successor shall be elected or designated and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve.

Section 2.7 Removal and Resignation of Members.

(A) Any member of the Condominium Board who was elected thereto by the Unit Owners may be removed from office by an 80% vote of Unit Owners. Any member of the Condominium Board who was designated as such by Sponsor or its designee, pursuant to the terms of Section 2.5, 2.8, or 4.8 hereof, may be removed, with or without cause, only by Sponsor or said designee, by giving written notice thereof to the Condominium Board. Any member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any member of the Condominium Board may resign his membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such by Sponsor or its designee, to Sponsor or such designee. In addition, any member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.5 hereof shall be deemed to have resigned his membership effective as of the date upon which such qualifications shall cease.

Section 2.8 Vacancies.

(A) Any vacancy on the Condominium Board that is caused by the removal, resignation or death of a member who was elected thereto by the Unit Owners shall be filled by vote of a majority of the remaining members of the Condominium Board, to serve until replaced at a special meeting of Unit Owners pursuant to Section 4.2 of these By-Laws.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation or death of a member who was designated as such by Sponsor

or its designee shall be filled by an individual designated by Sponsor or such designee.

Section 2.9 Regular Meetings of the Condominium Board. Regular meetings of the Condominium Board may be held at such time and place in the City of New York as shall be determined from time to time by a majority of the members thereof, provided that at least four such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given to each member thereof by personal delivery, mail, or electronic transmission at least five business days prior to the day named for such meeting.

Section 2.10 Special Meetings of the Condominium Board. Any member may call a special meeting of the Condominium Board whenever he deems the same to be necessary or desirable. Written notice of all special meetings shall be given to each member thereof by personal delivery, mail or electronic transmission at least five business days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 2.11 Waiver of Notices of Meeting. Any member of the Condominium Board may at any time waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting shall constitute a waiver by him of notice of the time and place thereof. If all of the members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required, and any business may be transacted at such meeting.

Section 2.12 Quorum of the Condominium Board. For purposes of all meetings of the Condominium Board, a majority of the members thereof shall constitute a quorum for the transaction of business. In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a reduced quorum of a majority of the Board is present, any business that might have been transacted at the meeting originally called but for lack of a quorum may be transacted without further notice.

Section 2.13 Conduct of Meetings. The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board, unless the same be in conflict with the terms of the Declaration, these By-Laws or the Condominium Act.

Section 2.14 Decisions of the Condominium Board. Except as otherwise expressly provided in the Declaration or these By-Laws, the vote of a majority of the members of the Condominium Board present at a meeting thereof at which a quorum is present shall constitute the decision of the Condominium Board. Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.15 Compensation of Members. No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.16 Liability of the Condominium Board.

(A) No members of the Condominium Board shall have any liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Condominium Board shall be liable thereto for his own bad faith or willful misconduct.

(B) Every contract made, and other document executed, by or on behalf of the Condominium Board, any committee thereof or the Managing Agent, shall expressly provide (if such provision is reasonably obtainable and in addition to the limitation of liability of the officers of the Condominium and the Unit Owners pursuant to the terms of Sections 3.9 and 4.11 hereof, respectively) that the same is made or executed by or on behalf of the Condominium Board, such committee or the Managing Agent solely as agent for the Unit Owners and that the members of the Condominium Board or such committee or the Managing Agent shall have no liability thereon, except to the extent of theft liability, if any, as Unit Owners

pursuant to the terms of Section 4.11 hereof.

(C) The Unit Owners shall jointly and severally indemnify and hold each member of the Condominium Board harmless from and against any claim or liability to others arising from such member's acts or omissions as, or by reason of the fact that such individual is or was, a member of the Condominium Board, except, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such member.

ARTICLE 3

OFFICERS

Section 3.1 General. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2 President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board.

Section 3.3 Secretary. The Secretary shall keep a record wherein the actions of the Condominium Board and the meetings of the Unit Owners shall be recorded and shall act as President in the absence of the President.

Section 3.4 Treasurer. The Treasurer shall keep the financial records and books of account of the Condominium.

Section 3.5 Election, Term of Office and Qualifications of Officers. Each of the officers of the Condominium Board shall be elected annually by a majority vote of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President, Secretary and Treasurer shall be elected from amongst the members of the Condominium Board. No person shall hold more than one office.

Section 3.6 Removal and Resignation of Officers. Any officer of the Condominium may be removed from office, with or without cause, by an

affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the President of the Condominium Board. Finally, if the President, Secretary, or Treasurer shall cease to be a member of the Condominium Board during his term of office, such officer shall be deemed to have resigned his office effective upon the date which his membership shall cease.

Section 3.7 Vacancies. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.8 Compensation of Officers. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.9 Liability of the Officers of the Condominium.

(A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence or otherwise, except that each officer of the Condominium shall be liable to the Unit Owners for his or her own bad faith or willful misconduct.

(B) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability to others arising from his acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium except to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer.

ARTICLE 4

UNIT OWNERS

Section 4.1 Annual meeting of the Unit Owners. The first annual meeting of the Unit Owners shall be held immediately after the Initial Control Period.

Section 4.2 Special Meetings of the Unit Owners. Any member of the Condominium Board may call a special meeting of the Unit Owners by setting forth, in reasonable detail, the purpose for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes. In addition, a special meeting shall take place promptly after

the occurrence of a vacancy in the Condominium Board for the purpose of electing new members of the Board pursuant to Section 2.8 (A) of these By-Laws.

Section 4.3 Place of Meetings. Meetings of the Unit Owners shall be held at the Condominium or at such other location within the City of New York as may be designated by the Condominium Board.

Section 4.4 Notice of Meetings.

(A) The Secretary or person calling the meeting shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote or designate members of the Condominium Board at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail or electronic transmission not later than 10 business days prior to the day fixed for the meeting; however, the mailing for such notice to any Unit Owner, addressed to his or her address at the Property, at least 15 days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than 15 days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least 30 days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 Quorum of the Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which 51% of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting and the quorum required at such meeting shall be a majority of the Unit Owners.

Section 4.6 Conduct of Meetings. The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes

thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act. All votes of the Unit Owners shall be tallied by the person(s) appointed by the presiding officer of the meeting.

Section 4.7 Voting.

(A) Subject to the terms of Section 4.8 hereof, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own one or more Unsold Units) shall be entitled to cast one vote at all meetings of the Unit Owners for each .0001% of the Common Interest attributable to his Unit(s).

(B) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two or more Persons own a Unit, they shall designate one 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 all of 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 all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(C) The owner(s) of any Unit may designate any Person to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designor and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the

individual acting as the Secretary of such meeting. Except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as a proxy shall be effective for a period in excess of six months after the date thereof.

(D) Except when otherwise required by law or otherwise provided in the Declaration or in these By-Laws, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

Section 4.8 Election of Members of Condominium Board.

(A) Notwithstanding anything to the contrary in the Declaration or in these By-Laws, during the Initial Control Period Sponsor or its designee shall have the right to designate all of the members of the Condominium Board.

(B) After the Initial Control Period, Sponsor or its designee shall not have voting control over the Condominium Board or veto power over expenditures except that Sponsor or its designee shall have the power to veto any Common Expenses proposed by the Condominium Board, for a period ending on the earlier to occur of (i) five (5) years after the closing of the first Unit, or (ii) when the Unsold Units constitute less than twenty (25%) percent of the Common Interest in the Condominium. However, the Sponsor will not exercise veto power over any expenses described in the initial budget set forth in the Offering Plan for the Condominium, or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of municipal violation; or (iii) to remedy any work order by an insurer.

(C) After the Initial Control Period, Sponsor or its designee shall have the right to designate and elect the following number of members of the Condominium Board: (a) two (2) members, so long as Sponsor or its designee shall own Common Interests aggregating more than twenty five percent (25%) but less than fifty percent (50%) of the Common Interests of all Units; and (b) one (1) member, so long as Sponsor or its designee shall own less than twenty five (25%) percent of the Common Interests of all Units. The remaining members of the Condominium Board shall be elected by a majority vote of Unit Owners. In such election, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one vote for each .0001% of Common Interest attributable to his Unit(s) per member to be elected. However, cumulative voting shall not be permitted, and nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the

ownership of any one Unit in favor of any one or more members to be elected.

Section 4.9 Action Without a Meeting. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if Unit Owners, sufficient in number (both in absolute number and in Aggregate Common Interests) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit owners pursuant to this Section 4.9 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.10 Title to Units. Title to any Unit may be taken by any person or by any two or more persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.11 Contractual Liability of Unit Owners. Every contract made by the Condominium Board, by any officer of the Condominium or by any Managing Agent shall provide (if such provision is reasonably obtainable and in addition to the limitation of liability of the members of the Condominium Board and the officer of the Condominium pursuant to the terms of Sections 2.16 and 3.9 hereof, respectively) that the liability of any Unit Owner with respect thereof shall be limited to (i) such proportionate shares of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) such Unit Owner's Interest in his Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5

OPERATION OF THE PROPERTY

Section 5.1 Maintenance and Repairs.

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof (including, but not limited to, kitchen, bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors (entrance and balcony, if any) and their frames and

saddles, exposed plumbing, gas and heating, fixtures and equipment, air conditioning units, lighting and electrical fixtures incorporated therein shall be performed by the owner of such Unit at such Unit Owner's cost and expense; and

(ii) in or to the General Common Elements shall be performed by the Condominium Board as a Common Expense; and

(iii) in or to the Limited Common Elements shall be performed (a) by the Condominium Board as a Common Expense, if necessitated by a condition in the General Common Elements that is the obligation of the Condominium Board to maintain or repair or which is covered by the Condominium's insurance policies; or (b) by the Unit Owner whose Unit is appurtenant thereto at his sole cost and expense, if involving any other maintenance, repairs, or replacements (including, without limitation, individual heating and hot water equipment). In the event a Unit Owner fails to properly maintain or repair any Limited Common Element appurtenant to his Unit, the Condominium Board may take such steps, at the expense of such Unit Owner, as in the exclusive judgment of the Condominium Board are necessary to maintain the Common Elements in a proper state of appearance and repair.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of the Unit Owner of the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the Owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, repairs or replacements of the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium Board as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or

replace his or her Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any balcony, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and the Land and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of balconies, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit.

Section 5.2 Alterations, Additions, or Improvements to the General Common Elements. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense, except that any improvements or additions shall only be made after unanimous consent of the Board is obtained.

Section 5.3 Alterations, Additions, Improvements, or Repairs in or to the Units and Limited Common Elements.

(A) Subject to the terms of paragraph (B) of this Section 5.3, no Unit Owner shall make any structural alteration, addition, improvement, or repair in or to his Unit or its appurtenant Limited Common Elements without the prior written approval of the Condominium Board. The Condominium Board shall grant its approval provided that prior to, and as a condition of, the granting of any such approval, the Unit Owner procures and agrees to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and executes an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and

hours during which any such work may be done, and further provided that the alteration does not impair the structural integrity of the building or any Unit or otherwise interfere with the use of any other Units.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.3, Sponsor or its designee shall have the right pursuant to the terms of Article 11 of the Declaration, without the approval of the Condominium Board, to (i) make any alterations, additions, improvements, or 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.

(C) All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with applicable law. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit or its appurtenant Limited Common Elements, provided that, with respect to all such work of a structural nature (but other than that of the nature described in paragraph (B) hereof), the same was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) and appurtenant Limited Common Elements) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect or engineer on account of any alterations, improvements, additions or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner(s) making alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) and appurtenant Limited Common Elements, shall agree in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request, or shall be deemed to agree in the absence of such writing, to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

Section 5.4 Insurance.

(A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording of the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners) and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to the Condominium Board, as provided in Section 5.5 hereof;

(iii) a New York standard mortgage clause in favor of each Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Condominium Board;

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least 30 days prior written notice to all of the insured, including all Permitted Mortgagees.

Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all Unit Owners and Permitted Mortgagees at least 30 days prior to the expiration of the then current policies.

(B) The Condominium Board shall also obtain and maintain, to the extent practicable:

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insured (a) the Condominium Board and each member thereof, (b) the Managing Agent (if any), (c) each officer of the Condominium and

(d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his own Unit or its appurtenant Limited Common Elements);

(ii) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another,

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount sufficient to avoid the effects of co-insurance; and

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $300,000 in the aggregate until the first regular meeting of the Condominium Board elected by the Unit Owners.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once a year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4 shall be borne by the Condominium Board as a Common Expense.

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

Section 5.5 Casualty or Condemnation.

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or

(ii) the General Common Elements or any part thereof are/is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss, or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. All such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the General Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work") of the damage covered by the insurance.

(C) If either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the General Common Elements are taken in a Taking, the Work shall not be performed unless 80% or more of all Unit Owners (including Sponsor or its designee, if Sponsor or such designee shall then own any 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 Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed, and 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 and the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit in the order of priority of such liens.

Section 5.6 Use of the Property.

(A) No nuisance shall be allowed on the Property. No immoral, improper, offensive or unlawful use shall be made of the Property or of any portion thereof, and all valid laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or of the Condominium Board, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or on the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common elements be altered or removed.

Section 5.7 Use of the Units.

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7.

(B) Each Unit shall be used only as a residence. Notwithstanding the foregoing, however, during the Initial Control Period, upon the written consent of Sponsor (or after the Initial Control Period, upon the prior written consent of the Condominium Board), a Unit may be used as a professional or business office or for any other purpose other than that set forth in this paragraph (B), provided that the nature and manner of such use complies with Law and does not violate the then-existing Certificate of Occupancy covering such Unit.

(C) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or

employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing, or by a rental tenant pursuant to a lease agreement in compliance with the Declaration and these By-Laws. Additionally, in no event shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (C)) may be accommodated therein.

(D) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, without the consent of either the Condominium Board of the Unit Owners:

(i) grant permission for the use of any Unsold Unit as a professional or business office or for any other purpose, other than those set forth in the last sentence of Section 5.7(B), provided that the nature and manner of such use complies with Law and does not violate the then-existing Certificate of Occupancy covering such Unsold Unit; and

(ii) use any one or more Unsold Units as model units and offices for the sales, promotions, rental, management and operation of the unsold Units or for any other purpose, subject only to compliance with Law.

Section 5.8 Use of the Common Elements.

(A) Subject to the terms of paragraph (B) of this Section 5.8, the Common Elements (including without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Unit Facilities) may be used only for the furnishing of the services and facilities, and for the other uses for which they are reasonably suited and capable. In addition, no furniture, packages, or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Condominium Board. The lobbies, vestibules, public halls and stairways shall be used only for normal ingress and egress.

(B) Notwithstanding the terms of paragraph (A) of this Section 5.8, Sponsor or its designee shall have the right, without charge or limitation so long as there are any Unsold Units, to: (i) erect and maintain signs, of any size or content determined by Sponsor or such designee, on or about any portion of the General

Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to the main entrances thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the General Common Elements, to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations. In no event, however, shall Sponsor or such designee be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

Section 5.9 Right of Access.

(A) Subject to the rights of existing tenants and other occupants of Unsold Units, each Unit Owner shall and hereby does grant to the Condominium Board, to the Managing Agent or manager (if any), and/or to any other Person authorized by any of the foregoing a right of access to his Unit and its appurtenant Limited Common Elements for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his or her Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs or replacements to the mechanical or electrical services or to other portions of the Common Elements located within his Unit or elsewhere in the Building:

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his or her Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than one day's advance notice

and only in such a manner as will not unreasonably interfere with the use of the Units and their appurtenant Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall and hereby does grant a right of access to his Unit and its appurtenant Limited Common Elements, and the Condominium Board shall and hereby does grant rights of access to the General Common Elements to Sponsor and its contractors, subcontractors, agents and employees for the purpose of fulfilling Sponsor's obligations, provided that access thereto shall not be exercised, with respect to any Unit and its appurtenant Limited Common Elements, in such a manner as will unreasonably interfere with the use of such Unit and limited Common Elements for their permitted purposes.

Section 5.10 Modification of the Rules and Regulations. The Condominium Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition or deletion may be overruled by a vote of a majority of Unit Owners. Copies of the text of any amendments, modifications, additions or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof.

Section 5.11 Real Estate Taxes, Water Charges and Sewer Rents. Water for the Building shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the city collector, such taxes, charges and rents shall be payable by the Condominium Board.

The Condominium Board may act as an agent of each Unit Owner who has given his written authorization to complain or apply to the board of assessment review of the assessing agency by filing a single complaint on behalf of all such Unit Owners and to commence and prosecute a special proceeding for the review of assessments of real estate property as an aggrieved person. The Condominium Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and may charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees, for which charges the Condominium Board shall have a lien pursuant to the terms of these By-Laws.

Section 5.12 Gas. Gas shall be supplied to each Unit through a separate meter for such Unit and each Unit Owner shall be required to pay all charges for

gas consumed or used in his Unit directly to the utility company servicing the Building as and when billed therefor. Gas for heating the common areas and for supplying hot water to the Units shall be charged to the Unit Owners as a Common Expense.

Section 5.13 Electricity. Electricity shall be supplied to each Unit through a separate meter for such Unit, and each Unit Owner shall be required to pay all charges for electricity consumed or used in his or her Unit directly to the utility company servicing the Building as and when billed therefor.

Section 5.14 Utilities Serving the General Common Elements. The cost and expense of water, steam and electricity serving or benefitting any General Common Element shall be (i) considered part of the expense of maintaining such Common Element, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense.

Section 5.15 Records and Audits.

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of accounts shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the dates when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within four months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense.

ARTICLE 6

COMMON CHARGES

Section 6.1 Determination of Common Expenses and Fixing of Common Charges.

(A) From time to time, but not less frequently than once a year the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject to the restrictions set forth in Section 2.3 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges among the Unit Owners pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). The Condominium Board may, in 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.

(B) The failure or delay of the Condominium Board to prepare or to adopt a budget or to determine the 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 Unit Owner from the obligation to pay Common Charges.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject in all respects to any restrictions contained herein, to levy Special Assessments to meet the Common Expenses.

Section 6.2 Payment of Common Charges.

(A) All Unit Owners (including Sponsor or its designee with respect to Unsold Units, for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than

annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his Unit for the period subsequent to a sale, with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted First Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted First Mortgagee (whether by sale, deed in lieu of foreclosure or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessments that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey his Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the Statutory lien for unpaid Common Charges and Special Assessments; (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit; and (iv) at the time of conveyance, and in the

event that the Unit is encumbered by a Permitted Mortgage, the Unit Owner shall deposit with the Condominium Board an amount equal to the product of the then currently monthly debt service on the Permitted Mortgage multiplied by 24. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Charges by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof). No Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Section 5.1, 5.2 or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with the Law.

Section 6.3 Statement of Common Charges. The Condominium Board shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on weekdays.

Section 6.4 Default in Payment of Common Charges.

(A) The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remain unpaid for more than 30 days after the due date for the payment thereof. In connection therewith, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be

maintainable without foreclosing or waiving the lien securing such Common Charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay all costs and expenses paid or incurred by the Condominium Board or by the Managing Agent (if any) in connection with collecting such unpaid Common Charges and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

ARTICLE 7

SELLING AND LEASING OF UNITS

Section 7.1 General. Subject to the terms of Section 7.5 hereof, no Unit Owner may sell or lease his Unit except in compliance with the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner, or

landlord, as the case may be. The said Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees, disbursements and court costs.

Section 7.2 Sale or Lease a Unit.

(A) Any deed of a Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

(B) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc. subject to such modifications as may be approved in writing by the Condominium Board in its sole and absolute discretion. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease shall be for a term of not less than six months and shall not be for less than an entire Unit;

(ii) such lease may not be amended, modified, or extended without the prior written consent of the Condominium Board in its sole and absolute discretion in each instance;

(iii) the tenant thereunder shall not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in its sole and absolute discretion in each instance; and

(iv) the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Section 7.3 No Severance of Ownership.

No Unit Owner shall execute any deed or other instrument conveying title to his or her Unit without including therein its Appurtenant Interests, it being the

intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.3 however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.4 Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his Unit unless he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages levied against such Unit, provided that if a Unit Owner shall convey his Unit without having paid in full all such payments, the purchaser of such Unit shall be responsible for all such payments subject to section 6.2 hereof.

Section 7.5 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his or her title insurance company (or, if no such representative is present, to Sponsor or its designee, or, if Sponsor or its designee is not then the owner of any Unsold Unit, to the Condominium Board) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 13 of the Declaration, in the form set forth as an Exhibit to the Declaration, and the new Unit Owner shall bear the cost of recording the Unit Owner's Power of Attorney.

Section 7.6 Devises, etc. Any Unit Owner shall be free to devise his Unit together with its Appurtenant Interests by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the provisions of this Article 7.

ARTICLE 8

MORTGAGING OF UNITS

Section 8.1 General. Each Unit Owner shall have the right to mortgage his

Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his or her Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering his Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units."

Section 8.2 Restrictions on Mortgaging.

(A) No Unit Owner shall be permitted to mortgage, pledge or hypothecate his Unit unless and until he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) Any mortgage or other document mortgaging, pledging or hypothecating title to a Unit shall include therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be reasonably required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or non-institutional lender to make the mortgage loan.

Section 8.3 Notice of Unpaid Common Charges and Default. Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his, her or its mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any

failure, through oversight or negligence in notifying a Permitted Mortgagee of any default by such mortgagor under the Condominium Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4 Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5 Additional Rights of Mortgagee:

A. If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee such amendment may only be filed upon approval of 51% of all mortgagees provided, however, that no such consent shall be unreasonably withheld or delayed.

B. In addition to any other notices provided for in the Declaration and By-Laws, Notices will be send to any mortgagee, by certified or registered mail return receipt requested, upon the happening of any of the following circumstances to either the building or to a mortgaged unit:

1) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss",) or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), as described and in accordance with section 5.5 of the By-Laws: (iii) Then in addition to the notice thereto provided for herein, in the event of Casualty Loss or a Taking referred to in this subsection as described in section 5.5 of the By-Laws when applicable, no termination of condominium shall occur without the written consent and approval of 51% of all mortgagees.

2) In the event that any party whose unit or interest is mortgaged to a mortgagee defaults in performing any act or making any payment which is that party's responsibility hereunder, including common charges and or special assessments, for a period of sixty days after the obligation to pay, and said default is not cured within fifteen (15) days of written notice of said default.

3) If any insurance policies insuring the Building and all service machinery contained therein covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear, may not be either cancelled, or be allowed to lapse, or substantially modified, except upon at least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees.

4) If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee.

C. Notwithstanding the foregoing provisions, in the event a mortgagee fails to respond to written notice within 60 days of said written notice, provided notice was delivered by certified or registered mail return receipt requested said silence shall be construed as an implied approval by a mortgagee.

ARTICLE 9

ARBITRATION

Section 9.1 Procedure. Any dispute between the Unit Owners, members of the Condominium Board or Officers of the Condominium shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association then obtaining.

Section 9.2 Binding Effect. The decision in any arbitration conducted pursuant to the terms of Section 9.1 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

ARTICLE 10

NOTICES

Section 10.1 General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed:

(i) if to the Condominium Board, to all members thereof at their respective home addresses;

(ii) if to a Unit Owner other than Sponsor or its designee, to such Unit Owner at his or her address at the Property;

(iii) if to a Permitted Mortgagee, at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 10.1 shall be deemed given two (2) business days after deposit in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage-prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 10.2 Waiver of Service. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 11

AMENDMENTS TO BY-LAWS

Section 11.1 General.

(A) Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or in these By-Laws with respect to any amendments (hereinafter referred to as "Special Amendments") affecting or in favor of Sponsor or its designee, any Unsold Unit(s) and/or any Permitted

Mortgagee, any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of eighty (80%) percent of all Unit Owners, both in number and in aggregate Common Interests, either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.9 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.9 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration of these By-Laws with respect to Special Amendments:

(i) the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof; and

(ii) no amendment, modification, addition, or deletion agreed to pursuant to the terms of paragraph (A) hereof shall be effective without the prior written consent of the Mortgage Representatives, if any, in accordance with paragraph C of section 8.5, and provided, however, that no such consent shall be unreasonably withheld or delayed.

Section 11.2 Special Amendments.

(A) Any amendments, modification, addition or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws, may be effected by Sponsor or its designee without the consent of the Condominium Board or the Unit Owners shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor or such designee as attorney-in-fact of both the Condominium Board and all Unit Owners, which

power-in-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor or such designee, certifying that the amendment, modification, addition or deletion set forth therein was effectuated by Sponsor or such designee pursuant to the terms of the Declaration and/or these By-Laws, in which Certification there shall be set forth the Article and/or Section of the Declaration or these By-Laws pursuant to which the same was effectuated. No such amendment, modification, addition or deletion shall be effective unless and until such an instrument shall be duly recorded in the Registers Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws shall be effective in any respect against Sponsor or its designee, any Unsold Unit, or the holder of any present or future mortgage, pledge, lien or security agreement covering any Unsold Unit unless and until Sponsor, such designee and/or such holder (as the case may be) shall consent to the same in writing in accordance with Section 8.5 hereof.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to Section 5.4 or 5.5, paragraph (B) of Section 6.2 hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto and in accordance with paragraph C of section 8.5, and provided, however, that no such consent shall be unreasonably withheld or delayed.

ARTICLE 12

FURTHER ASSURANCES

Section 12.1 General. Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request in order either 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.

Section 12.2 Failure to Deliver or Act.

(A) Subject to the provisions of (B) below, if any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, to acknowledge and/or to deliver or to take action required to be taken pursuant to these By-Laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, 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 Person, and such document or action shall be binding on such Unit Owner or other Person.

(B) If the Condominium Board, any Unit Owner, or other Person that is subject to the terms of these By-Laws fails to execute, to acknowledge or to deliver any instrument, or fails or refuses, within ten days after a request therefor, to take any action that the Condominium Board, such Unit Owner, or Person is required to execute, to acknowledge and to deliver or to take pursuant to these By-Laws at the request of Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner, or other Person.

ARTICLE 13

MISCELLANEOUS

Section 13.1 Inspection of Documents. Copies of the Declaration, these By-Laws, and Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 13.2 Waiver. No provision contained in these By-Laws 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 that may occur.

Section 13.3 Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any

provision of the Declaration or the Condominium Act, the provision contained in The Declaration or in the Condominium Act shall control.

Section 13.4 Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforceable to the fullest extent provided by law.

Section 13.5 Successors and Assigns. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor or, with the consent of Sponsor, any transferee of all the then Unsold Units.

Section 13.6 Gender. 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.

Section 13.7 Captions. The index hereof and the captions herein inserted are included 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.

RULES AND REGULATIONS FOR THE PASCAL

One. The entrances, passages, public halls, elevator, vestibules, corridors and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

Two. No article shall be placed in any of the halls, staircase landings or any common area, nor shall any fire exit be obstructed in any manner. Nothing shall be hung or shaken from the doors, windows, or terraces or placed upon the window sills of the Building.

Three. No one shall play in the public halls, vestibules, stairways or other common areas of the Building,

Four. No corridor or vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner, except with the consent of all Unit Owners.

Five. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substance.

Six. No awnings or window guards shall be used in or about any Unit except as shall have been approved in writing by the Board of Managers or the Managing Agent or the Manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the Managing Agent or the Manager.

Seven. No awning or radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the part of the Building except as shall have been approved in writing by the Board of Managers or the Managing Agent or the Manager, which approval may not be unreasonably withheld; nor shall anything be projected from any window of the Building without similar approval.

Eight. Each Unit Owner shall keep any device such as a

ventilator or air conditioner, which protrudes from the window of the Unit, in good appearance and mechanical repair. No Unit Owner shall permit any such device to leak condensation, or to make any noise which may unreasonably disturb or interfere with the rights, comforts or conveniences of any other occupant of the Building. If any such device shall become rusty or discolored, the Unit Owner shall have it painted in good and workmanlike manner. If the Unit Owner shall fail to keep any such device in good order and repair, and properly painted, the Board of Managers or the Managing Agent or the Manager, in their discretion, may remove such device from the window, charging the cost of removal to the Unit Owner, and the device shall not be replaced until it has been put in proper condition and then only with the written consent of the Board of Managers.

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

Ten. No motorcycles, scooters or similar motorized vehicles shall be taken into or from the Building through the main entrance, or be allowed in the Building's elevator other than as directed by the Board of Managers or the Managing Agent or the Manager, 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 Building.

Eleven. No Unit Owner shall make or permit any disturbing noises in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall permit to be operated a phonograph or a radio or television set or other loudspeaker in such owner's Unit between the hours of twelve o'clock midnight and the following seven o'clock a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall a Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of ten p.m. and the following nine a.m.

Twelve. No bird, reptile or animal shall be permitted, kept or

harbored in the Building unless the same in each instance be expressly permitted in writing by the Board of Managers or the Managing Agent or the Manager and such consent, if given, shall be revocable by the Board of Managers or the Managing Agent or the Manager in their sole discretion, at any time.

Thirteen. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

Fourteen. No occupant of the Building shall send any employee of the Board of Managers or of the Managing Agent out of the Building on any private business.

Fifteen. The agents of the Board of Managers or the Managing Agent or the Manager, and any contractor or workman authorized by the Board of Managers or the Managing Agent or the Manager, may enter any room or Unit in the Building at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

Sixteen. No cooking shall be permitted on the roof, other than the roof terraces which are Limited Common Elements appurtenant to the 7th Floor Unit.

Seventeen. The Board of Managers or the Managing Agent or the Manager may retain a pass-key to each Unit. The Unit Owner shall not alter any lock or install a new lock on any door leading to his or her Unit without the written consent of the Board of Managers or the Managing Agent or the Manager. If such consent is given, the Board of Managers or the Managing Agent or the Manager shall be provided with a key.

Eighteen. The Board of Managers or the Managing Agent or the Manager may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes.

Nineteen. Complaints regarding the service of the Building shall be made in writing to the Board of Managers or to the Managing Agent or to the Manager.

Twenty. Any consent or approval given under these rules and regulations may be added to, amended or replaced at any time by resolution of the Board of Managers.

Twenty-One. No garbage cans or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from any window, terraces or balconies or placed upon the window sills. Nor shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from or on any of the windows, doors, terraces or balconies.

Twenty-Two. Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers, the Managing Agent or the Manager with respect to the disposal of garbage, rubbish and refuse.

Twenty-Three. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

Twenty-Four. No Unit Owner or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal commercial use.

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

Twenty-Six. Unless expressly authorized by the Board of Managers in each case, the floors of each Residential Unit must be covered with rugs or

carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room, excepting only kitchens, pantries, bathrooms, closets and laundry rooms.

ESCROW AGREEMENT

AGREEMENT made as of this 11th day of May, 2010, between 333-339 EAST 109 LLC ("SPONSOR") as sponsor of the offering plan for Pascal, and Richard L. Yellen & Associates, LLP (ESCROW AGENT"), as escrow agent.

WHEREAS. 333-339 EAST 109 LLC is the sponsor of an offering plan to convert to condominium ownership of the premises located at 333-339 East 109th Street, New York, New York; and

WHEREAS, Richard L. Yellen & Associates, 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; and

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

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

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. The escrow account has been opened with HSBC Bank USA, N.A. at its branch located at 110 West Broadway, New York, New York 10013. The account number is [redacted]

1.2 The name of the account is Richard L. Yellen & Associates, LLP, Attorney Trust Account.

1.3 Richard L. Yellen, Esq., and F. Jonathan Hutton, Esq., partners of ESCROW AGENT, are the sole signatories of the account.

1.4 Deposits or payments made by purchasers who complete and submit an accompanying W-9 form shall be placed in individual sub-accounts of the escrow account. The escrow account shall be a non-interest-bearing account as disclosed in the offering plan; the sub-accounts shall bear interest at the rate in effect for such accounts at HSBC Bank USA, N.A.

1.5 The escrow account is not an IOLA, established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser or subscriber to the order of Richard L. Yellen & Associates, LLP, Attorney Trust Account. 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 or subscriber promptly, but

in no event more than five 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 and provide the account number. 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 subscriber or purchaser.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the escrowed funds of a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the 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 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.

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 alter release of the funds.

4 2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

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

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the 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 Generals regulations.

7. TERMINATION OF AGREEMENT.

7.1 This agreement shall remain in effect unless and until it is canceled by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of its cancellation of the 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 resignations shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(c) The sale of all shares or units offered pursuant to the plan and the consummation of all sales transactions.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 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. SEVERABILITY.

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

12. ENTIRE AGREEMENT.

12.1 This Agreement, read together with GBL Section 352-3(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:

RICHARD L. YELLEN
& ASSOCIATES, LLP

By: _____
Richard L. Yellen, Esq.

SPONSOR:

333-339 EAST 109 LLC

By: _____
David E. Marx, Managing Member

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: _____
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:** _____

2/6/92

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

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

New York State Department of Law
120 Broadway
New York, New York 10271
Attention: Real Estate Financing Bureau

Re: PASCAL
333-339 East 109th Street
New York, New York 10029

The undersigned certify as follows:

We are the sponsor and the principal of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

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

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

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

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

(a) knew the truth;

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

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

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

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: New York, New York
2/16, 2010

SPONSOR:

333-339 EAST 109 LLC

By: _____
David E. Marx, Managing Member

PRINCIPAL OF SPONSOR:

_____
David E. Marx

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

On February 16, 2010 before me, the undersigned, personally appeared DAVID E. MARX, 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 executed the instrument.

_____
NOTARY PUBLIC

ELIE DEITSCH
Notary Public, State of New York
No. 01DE6182626
Qualified In Queens County
Commission Expires March 3, 2012

KARL
FISCHER
ARCHITECT PLLC

June 28, 2010

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

RE: 333-339 East 109th Street

The Sponsor of the Offering Plan to establish the Property as a condominium (the **"Offering Plan"**) retained our firm to prepare a report describing construction of the project (the **"Project"**). We also were retained to prepare plans and specifications for the Project. We accordingly prepared the plans dated **April 30, 2009**, and specifications dated **February 2, 2007**, (collectively, the plans and specifications), and prepared the report(s) dated **June 28, 2010**, (collectively the Report), a copy of which Report is intended to be incorporated into the Offering Plan so prospective purchasers may rely on it.

We are Registered Architects in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) Sets forth in narrative form the physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the Plans and Specifications;

530 Broadway, 9th Floor, New York, NY 10012 USA
Tel: 212-219-9733 (ext.11) Fax: 212-219-8980
E-mail: Karl@kfarchitect.com

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

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the Report is not contingent on establishment of the Property as a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee to warranty of the physical condition of the Property.

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.

Sincerely,

Karl Fischer, RA
Principal

KF/ap

REGISTERED ARCHITECT
KARL FISCHER
No. 021282
STATE OF NEW YORK

Sworn to before me this 21st day of June, 2010

Notary Public

BRENDAN C. KOMBOL
Notary Public, State of New York
No. 02KO6195869
Qualified in New York County
Commission Expires November 03, 2012

530 Broadway, 9th Floor, New York, NY 10012 USA
Tel: 212-219-9733 (ext.11) Fax: 212-219-8980
E-mail: Karl@kfarchitect.com

Complete Condo Management
1303 53rd Street
Brooklyn, NY 11219

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

The Department of Law of
the State of New York
120 Broadway, 23rd Floor
New York, New York 10271

Re: Pascal Condominium
337 East 109th Street
New York, New York

To whom it may concern;

The sponsor of the condominium offering plan for the captioned property retained me to review Schedule B , containing projections of income and expenses for the first year of condominium operation. I have the following experience:

I have been engaged in the real estate business for over three (3) years in the State of New York, during which time I have been involved in the purchase, sale, and management of real property. My management experience includes the following residential/commercial buildings and/or condominiums/cooperatives: 37 North Henry Street, Brooklyn New York, 71 Lexington Avenue, Brooklyn New York , and 235 Ocean Parkway, Brooklyn New York.

I understand that I am 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 Schedules B.

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

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

I certify that the Schedule:

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

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

(iii) do 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) do 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 I:

(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 representations or statement made.

I further certify that I am not owned or controlled by the Sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Eli Brieger

Affirmed before me this
1st day of July, 2010

Notary Public

ELIE DEITSCH
Notary Public, State of New York
No. 01DE6182626
Qualified In Queens County
Commission Expires March 3, 2012