CONDOMINIUM OFFERING PLAN FOR

422W20

422 WEST 20TH STREET, A/K/A 420-424 WEST 20TH STREET
NEW YORK, NEW YORK 10011

TOTAL PURCHASE PRICE FOR 37 RESIDENTIAL UNITS:..... $41,780,000

The Condominium will have thirty-eight (38) Residential Units and one (1) Community Facility Unit. Parlor F is not being offered for sale herein, but will be retained by Sponsor and leased to the Condominium Board for use as the Resident Manager's Unit. Thirty-seven (37) Residential Units are being offered for sale hereby. The Community Facility Unit is not being offered for sale under this Plan.

SPONSOR	SELLING AGENT
420 WEST 20TH STREET, LLC c/o THE BRODSKY ORGANIZATION, LLC 400 WEST 59TH STREET NEW YORK, N.Y. 10019 (212) 315-5555	CORCORAN SUNSHINE MARKETING GROUP 888 SEVENTH AVENUE - 39TH FLOOR NEW YORK, N.Y. 10106 (212) 634-6500

The term of the initial offering of this Plan commenced on March 2, 2012 and expires on March 1, 2013 unless the said date is extended in a duly filed amendment.

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

THIS OFFERING PLAN IS SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS OFFERING PLAN AND TO FILE THIS OFFERING 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 PLAN.

SEE PAGE i FOR SPECIAL RISKS TO PURCHASERS.

Offering Plan for:
422 West 20th Street Condominium

Complete Address:

422 West 20th Street Condominium
422 West 20th Street,
A/K/A 420-424 West 20th Street
New York, NY 10011

Department of Law File No:
CD11-0155

Offeror's Name and Complete Address:

420 West 20th Street, LLC
c/o The Brodsky Organization, LLC
400 West 59th Street
New York, NY 10019

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Offering Plan

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PART I

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

(See the "Certain Definitions" Section of this Plan for definitions of capitalized terms)

1. Sponsor acquired fee title to the Property on June 29, 2011, pursuant to the terms of that certain Purchase and Sale Agreement dated as of November 29, 2010 (including, all exhibits and schedules annexed thereto, collectively, the "Contract") from The General Theological Seminary of the Protestant Episcopal Church in the United States (the "Seminary"), and evidenced by that certain deed recorded in the Office of the City Register of the City of New York on July 14, 2011 as CRFN 2011000250474. Pursuant to the terms of the Contract, and as part of the consideration for conveying the Property to Sponsor, the Sponsor is obligated to convey fee title to the Community Facility Unit to the Seminary for the nominal amount of one dollar ($1.00). The Seminary has advised that it intends to use the Community Facility Unit as a day care/pre-school; provided, however such Unit may be used for any lawful purposes. Prior to the First Closing, Sponsor intends to apply for a "no-action letter" from the Department of Law, which will enable Sponsor to convey title to the Community Facility Unit to the Seminary "without the protections of an offering plan." (See the Section of the Plan entitled "Community Facility Unit" set forth in Part I of the Plan.)

2. Subject to certain exceptions set forth in Article 8 of the By-Laws, any sale or lease of a Residential Unit together with its Common Interest by a Residential Unit Owner, will be subject to a right of first refusal by (x) Sponsor (or its designee (corporate or otherwise)) until the later of (a) the date on which it has sold all Unsold Units; or (b) the date which is ten years from the date of the First Closing; and (y) the Condominium Board, either by its designee (corporate or otherwise) or on behalf of the Unit Owners on the same terms and conditions as agreed to by the owner of such Residential Unit and the proposed transferee. The parties respective right of first refusal shall be exercised as more particularly set forth in Article 8 of the By-Laws, which is set forth as an Exhibit in Part II of the Plan. The Condominium Board shall not exercise its right of first refusal to purchase or lease any Residential Unit without the prior approval of a Majority of all Residential Unit Owners. However, no such consent shall be required in the event a designee of the Condominium Board, including without limitation the Seminary, purchases or leases a Residential Unit. The rights of Sponsor shall have priority to the extent both Sponsor (or its designee), and the Condominium Board, either by designee or on behalf of all Unit Owners, seek to purchase or lease such Residential Unit except as set forth below. If either the Condominium Board, on behalf of Unit Owners, or the Sponsor (or Sponsor's designee) elect to exercise their respective right of first refusal to purchase a Residential Unit certain taxes and other monies, which may be the responsibility of the buyer, will be the responsibility of the seller. Notwithstanding anything to the contrary contained hereinabove, Sponsor, the Condominium Board and the Seminary intend to enter into a separate agreement in order to provide the Seminary with the opportunity to purchase a Residential Unit by causing the Condominium Board to exercise its right of first refusal so that the Seminary is its designee. In such event, the Condominium Board will not be required to obtain the approval of a Majority of all Residential Unit Owners and the Sponsor will waive its right of first refusal. Notwithstanding anything to the contrary contained hereinabove, until the later of: (a) the date on

which Sponsor has sold all Unsold Units; or (b) the date which is ten years from the date of the First Closing (the "Sponsor ROFR Period"), the Condominium Board shall not have the right to appoint a designee (other than the Seminary) to purchase or lease a Residential Unit without first obtaining the written approval of the Sponsor. Other than exercising their respective right of first refusal, neither Sponsor nor the Condominium Board have a right to approve or disapprove prospective purchasers and the By-Laws contain no requirement that such Purchasers be owner-occupants of the Condominium. Notwithstanding anything to the contrary contained hereinabove, Sponsor and the Community Facility Unit Owner may sell or lease all or any portion of their respective Units, without any restriction or limitation imposed pursuant to the Declaration or the By-Laws. (For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the subsection entitled "Sales and Leases of Residential Units" set forth in Part I of the Plan and Article 8 of the By-Laws set forth as an Exhibit in Part II of the Plan.)

3. At the time an Agreement is executed, a Purchaser is required to make a Deposit of fifteen (15%) percent of the Purchase Price (as such terms are defined in the Agreement, the form of which is set forth as an Exhibit in Part II of the Plan), subject to collection. Sponsor reserves the right to request a higher percentage Deposit for Purchasers acquiring more than one Unit or in connection with negotiated modifications of the Agreement (See the Section entitled "Procedure to Purchase" in Part I of the Plan.)

4. At the closing of title to a Unit, Sponsor will collect from each Purchaser, on behalf of the Condominium Board, an amount equal to two (2) month's Common Charges then applicable to such Unit being purchased to be deposited into the Working Capital Fund. The Working Capital Fund will be held and used for working capital, or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges collected from each Unit. No representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. Notwithstanding the foregoing, while Sponsor controls the Condominium Board (see the Section of the Plan entitled, "Control By Sponsor" set forth in Part I of the Plan), the Working Capital Fund will not be used to reduce estimated Common Charges. Purchasers are advised that tenants of Unsold Units will not be obligated to contribute to the Working Capital Fund and accordingly, the Working Capital Fund may be insufficient for the payment of unanticipated expenses, if any, and Unit Owners may be subject to a Special Assessment to pay for the costs of such unanticipated expenses, if any. (See the Sections of the Plan entitled "Working Capital Fund and Apportionments" and "Closing Costs and Adjustments" set forth in Part I of the Plan.)

5. Purchasers are further advised that (i) the risk of loss of any portion of the Deposit(s) deposited in accordance with the terms of the Plan and the Agreement shall be borne by Purchaser; (ii) if a Purchaser deposits Deposit(s) in excess of $250,000 for the purchase of a Unit, such Deposit(s) will not be federally insured in excess of $250,000; and (iii) if a Purchaser has any additional accounts in M&T Bank the funds in said accounts will be added together with the Deposit(s) held in escrow and the total will only be insured up to the $250,000 FDIC maximum coverage. The FDIC insurance coverage limit applies per depositor, per insured depository institution for each account ownership category. Purchasers are encouraged to visit

http://www.fdic.gov. for further information and updates. (See the Section entitled "Procedure to Purchase" set forth in Part I of the Plan.)

6. Except as otherwise agreed to in writing by Sponsor, only funds drawn from banks reasonably acceptable to Sponsor will be accepted in payment of the Deposit and/or the balance of the Purchase Price for a Unit. Sponsor makes no representations or guarantees that the foregoing will not be further modified. (See the Section entitled "Procedure to Purchase" under the subsection entitled "Escrow and Trust Fund Requirements" set forth in Part I of the Plan.)

7. In the event a Purchaser defaults or there is an Event of Default under the Agreement, **"TIME BEING OF THE ESSENCE"** with regard to the obligations of Purchaser thereunder, and Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, **"TIME BEING OF THE ESSENCE"** with regard to the obligation of purchaser to cure within such thirty (30) day period, Sponsor may, at its option, either (i) terminate the Agreement by notice of termination to Purchaser and retain the Deposit and all other sums deposited by Purchaser under the Agreement, together with interest earned thereon as liquidated damages, it being acknowledged and agreed that such sums may be in excess of ten (10%) percent of the Purchase Price, and that it is extremely difficult and impracticable to ascertain the extent of detriment to Sponsor caused by the breach by Purchaser under the Agreement and the failure of the consummation of the transaction contemplated by the Agreement or the amount of compensation Sponsor should receive as a result of Purchaser's breach or default; or (ii) bring an action against Purchaser for specific performance, as permitted by Law; or (iii) terminate the Agreement by notice of termination to Purchaser and bring an action for damages; or (iv) exercise all other remedies available to Sponsor at Law or in equity. Upon termination of the Agreement, Purchaser shall have no further rights thereunder, and Sponsor may sell the Residential Unit to any third party as though the Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale). In addition, Sponsor shall also be entitled to retain (i) the Custom Work Costs (to the extent that Custom Work has been performed and/or materials have been ordered) and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs; and (ii) Restoration Costs. Sponsor shall be entitled to commence an action against Purchaser to recover the Custom Work and Restoration Costs, if not already paid. (See the Section entitled "Procedure to Purchase" set forth in Part I of the Plan.)

8. For purposes of this Plan and the Agreement, the term **"TIME BEING OF THE ESSENCE"** shall mean that a failure by Purchaser to do what is required at the time specified in the Agreement is a material breach of the Agreement and an Event of Default entitling Sponsor to the remedies set forth in this Plan and the Agreement. (See the Section entitled "Procedure to Purchase" set forth in Part I of the Plan.)

9. The Agreement provides that Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending or enforcing Sponsor's rights under the Agreement or if Purchaser defaults under the Agreement beyond any applicable grace period, in canceling the Agreement or otherwise enforcing Purchaser's obligations thereunder. **THE AGREEMENT ALSO PROVIDES, IN CLEAR AND EXPLICIT TERMS, THAT, EXCEPT AS PROHIBITED BY LAW, THE PARTIES WAIVE TRIAL**

BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN, THE AGREEMENT OR THE RELATIONSHIP CREATED THEREBY. (See the Agreement set forth as an Exhibit in Part II of the Plan.)

10. If a Purchaser fails for any reason to close title to the Residential Unit on the originally scheduled Closing Date and Sponsor elects not to terminate the Agreement as a result of the same, (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) the Purchaser will be required to pay to Sponsor, in addition to the other payments to be made to Sponsor under the Agreement and the Plan, an amount equal to 0.05% of the Purchase Price of the Residential Unit for each day starting from (and including) the originally scheduled Closing Date to and including the day before the actual Closing Date. (See the Sections entitled "Procedure to Purchase," and "Closing Costs and Adjustments" set forth in Part I of the Plan.)

11. No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan. (See the Section entitled "General" set forth in Part I of the Plan.)

12. There are no limitations on who may purchase Residential Units. Any Purchaser of a Unit which is a Governmental Entity may be required to deposit into escrow an amount equal to one (1) year of Common Charges then in effect to secure their obligations under the Declaration for the payment of Common Charges and/or assessments and otherwise. Sponsor will not knowingly accept an offer of purchase from an individual younger than eighteen (18) years of age or an incompetent under Law. Sponsor is not obligated to offer or sell any Residential Units and may, if it chooses, withhold one or more Residential Units for future sale. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Condominium Board, any Residential Unit Owner, or mortgagee, to refuse to approve and execute an Agreement for any Residential Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, sex, disability, religion, marital status, age, ancestry, national origin or other ground proscribed by Law. No binding obligation will arise for the sale of a Residential Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit thereunder (See the Sections entitled "Procedure to Purchase" and "Terms of Sale" set forth in Part I of the Plan.)

13. A Purchaser may not be a Prohibited Person (defined hereinafter) at any time prior to Closing. Each Purchaser must be in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The term "Prohibited Person" shall mean any person or entity: (a) listed in the Annex to, or otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (b) that is owned or controlled by, or acting for or on behalf of, any

person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) with whom Beneficiary is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order; (d) who commits, threatens or conspires to commit or supports "Terrorism" as defined in the Executive Order; (e) that is named as a "Specially Designated National and Blocked Person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, www.ustreas.gov/Offices/enforcement/ofac or at any replacement website or other replacement official publication of such list; or (f) who is an Affiliate of or affiliated with a person or entity listed above. (See the Section of the Plan entitled "Procedure to Purchase" set forth in Part I of the Plan.)

14. Upon submission of a signed Agreement and check for the Deposit (subject to collection) to the Sponsor or the Selling Agent, a Purchaser will be notified within thirty (30) days after such submission whether the Agreement has been accepted or rejected. Such Agreement will not be binding on Sponsor until approved and executed by Sponsor, and delivered by Sponsor to the prospective Purchaser or such Purchaser's attorney. Sponsor reserves the right to request and obtain thorough identification and financial information concerning any prospective purchaser, subject to any limitations and requirements imposed by Law. Purchaser acknowledges and agrees that Sponsor may obtain certain information about Purchaser's (or Purchaser's principals or permitted assignees) character, general reputation, personal characteristics, credit history and mode of living prior to counter-executing an Agreement in order to permit Sponsor to comply with the requirements of the applicable federal laws (including without limitation, the Fair Credit Reporting Act), Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to obtain such information and to retain a credit reporting agency to obtain such information and Purchaser agrees to provide all necessary information to Sponsor and/or execute any necessary documentation for Sponsor, upon Sponsor's request, to permit Sponsor to obtain such information. If the Agreement is accepted by Sponsor, a fully executed counterpart will be returned to the Purchaser by the Selling Agent. If such Purchaser receives no response within the 30-day period, the Agreement will be deemed rejected and canceled and all monies paid thereunder shall be refunded within five (5) business days thereafter. Upon such refund being made, neither party shall have any further rights or obligations hereunder with respect to the other. (See the Section of the Plan entitled "Procedure to Purchase" set forth in Part I of the Plan.)

15. Each Purchaser's title underwriter must agree (i) to timely submit the Unit Deed, all New York State and New York City real property transfer tax forms, including the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax" ("transfer taxes") and checks for payment of such transfer taxes required to be submitted to the appropriate governmental authorities for recording and payment in connection with the conveyance of the Unit to Purchaser; and (ii) indemnify the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event the title underwriter (or its abstract company) fails to file such Unit Deed and transfer tax forms and remit payment of the transfer taxes required in connection therewith in a timely manner in accordance with law and the requirements of any governmental or quasi-governmental agency. If said title underwriter fails or refuses to execute an indemnification substantially in the form set forth as Exhibit A to the Agreement in Part II of the Plan, Purchaser will, as more fully set forth in the Agreement, agree to indemnify the Sponsor, its counsel, agents and others for loss,

damages, penalties, fines and the like (including attorneys' fees) if its title underwriter (or such title underwriter's abstract company) fails to file such Unit Deed, transfer tax forms and remit payment of the transfer taxes required in connection therewith in a timely manner in accordance with law and the requirements of any governmental or quasi-governmental agency. (Please refer to the "Closing Costs and Adjustments" Section of Part I of the Plan and a copy of the Agreement set forth as an Exhibit in Part II of the Plan.)

16. Prior to the closing of title to a Unit, the Purchaser thereof shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the wall or ceiling and/or removing sheet rock, tiles, wood flooring, windows or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose. (See the Sections entitled "Terms of Sale" and "Rights and Obligations of Sponsor" in Part I of the Plan.)

17. Although a Purchaser may obtain financing from a lending institution or any other source, **THE OBLIGATION TO PURCHASE A RESIDENTIAL UNIT PURSUANT TO THE AGREEMENT SHALL NOT BE CONTINGENT ON OBTAINING FINANCING** for such purchase and Purchasers should note that a number of lending institutions have minimum presale requirements. Neither Sponsor nor the Selling Agent make any representations as to the terms or availability of any mortgage financing. In light of the foregoing, Prospective Purchasers are advised to consider their financing arrangements before signing an Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed, and it could expire before the Closing Date. In addition, a lending institution could withdraw its commitment if it believes a Purchaser's financial condition has worsened or that the Unit's appraised value has decreased. (See the Sections entitled "Procedure to Purchase" and "Closing Costs and Adjustments" set forth in Part I of the Plan.)

18. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Some restrictions include requiring that a certain percentage (50% or more) of the units in a building be sold before the lender will consider making a loan. Even after the First Closing has occurred, lenders may still impose minimum sales requirements as a condition to making a loan for which commitments have been issued. It may be possible for a purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased is lower than a lender's particular sales minimum. Moreover, in the current economic climate, lenders are imposing higher loan to value requirements, making it more difficult for purchasers to obtain a loan to finance the purchase of their Unit. Purchasers may also find it difficult to resell units if prospective buyers are unable to obtain loans due to such minimum sales requirements or any other reason. Purchasers should further note that pursuant to existing Law, except as otherwise set forth herein, Sponsor may declare the Plan effective upon selling a minimum of fifteen percent (15%) of the Units offered for sale in the Building. Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to submit the Property to a condominium regime and convey Units with fewer than the minimum number of sales if purchasers counted towards effectiveness do not ultimately purchase a Unit. (See the Section entitled "Effective Date" set forth in Part I of the Plan.)

19. If Purchaser obtains a mortgage loan for the purchase of the Residential Unit, the Purchaser will pay to Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s). Sponsor shall be solely entitled to the benefits of the exemption and accordingly, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption. Alternatively, Sponsor may require, in its sole discretion, that if Purchaser finances the purchase of the Unit with a mortgage loan, Purchaser must cause the lender making such mortgage loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to such mortgage loan as determined by Sponsor. Upon such assignment, that portion of the mortgage loan assigned by Sponsor, will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. In such event Purchaser will be obligated to pay any costs of fees incurred in connection with such assignment. Sponsor shall be solely entitled to the benefits of the exemption and accordingly, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption. (See the Section entitled "Closing Costs and Adjustments" in Part I of the Plan.)

20. Sponsor reserves the right, but is not obligated, to submit an application, at Sponsor's sole cost and expense, to both Fannie Mae and FHA, to the extent available, to request the Condominium be added to a list of "approved" condominiums, which means only that loans secured by individual condominium units within such condominium project are currently eligible for delivery to Fannie Mae and FHA. There is no guaranty or assurance that Sponsor will submit said applications or if submitted, will satisfy the criteria for approvals, or in the event that either or both of the Fannie Mae and FHA requirements are satisfied, whether the Condominium will continue to satisfy such criteria or whether such program by Fannie Mae and/or FHA will be available or continue to be available in the future. Purchaser's should further be advised that if FHA approval is granted to the Condominium no more than thirty (30%) percent of the total Units may be encumbered by FHA securitized, guaranteed or insured loans. It shall not be a basis for a Purchaser to rescind an Agreement if, for any reason, Sponsor's application to either or both of Fannie Mae and FHA, is not approved. There is no guarantee or assurance that Purchasers will be able to obtain mortgages insured by Fannie Mae and/or FHA.

21. Purchasers are advised that the risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit pursuant to an Interim Lease or written agreement with Sponsor, at which time such risk to the Unit (but not to any portion of the Common Elements) shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall provide Purchasers with notification no later than forty-five (45) days from the date of such loss or damage. In addition, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the

Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit, such notification to be furnished to Purchasers no later than forty-five (45) days from the date of such loss or damage, or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers"), the Agreement will be deemed canceled and of no further force and effect and Escrow Agent will return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's right to retain the Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), and whereupon the parties to this Agreement shall be released and discharged from all obligations and liability hereunder and under the Plan; provided, however, notwithstanding anything to the contrary contained herein, if there is an Event of Default or Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor shall retain the Deposit and any Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), together with any interest earned thereon, as and for liquidated damages. (See the Sections entitled "Procedure to Purchase," "Rights and Obligations of Sponsor," and "Rights and Obligations of Unit Owners and the Condominium Board of Managers" under the subsection entitled "Repair or Reconstruction After Fire or Other Casualty" all set forth in Part I of the Plan.)

22. In order to preclude any application of the Rule Against Perpetuities which might otherwise invalidate the Agreement, the Agreement provides that the Agreement shall expire, unless otherwise previously terminated, on the day which is the earlier to occur or (i) twenty-one (21) years after the date of the Agreement, or (ii) the time period legally permitted by the Rule Against Perpetuities in the State of New York, in which case the Deposit and all interest accrued thereon shall be returned to Purchaser. (See the Section entitled "Procedure to Purchase" set forth in Part I of the Plan and a copy of the Agreement set forth as an Exhibit in Part II of the Plan.)

23. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, then Purchaser will be required to pay Sponsor's attorneys a fee of $1,000.00 in advance, for preparation of an assignment or other agreement. Any purported assignment by Purchaser in violation of the Agreement will constitute an Event of Default thereunder and will, in addition to Sponsor's other remedies on account of such Event of Default, be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. (See the Section entitled "Escrow and Trust Fund Requirements" set forth in Part I of the Plan.)

24. Upon closing, Purchasers shall be obligated to pay the NYC Real Estate Transfer Tax and NYS Real Property Transfer Tax which by Law are the primary obligation of a seller. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. Purchasers who acquire two or more Units that have not been

combined into a single residence prior to the transfer will be obligated to pay the NYC Real Property Transfer Tax at the commercial rate, which is currently 2.625% of the Purchase Price if the Unit exceeds $500,000. If the Purchase Price of a Unit is $1,000,000 or more (or by virtue of a Purchaser paying the NYC RPT Tax and NYS Tax, the grossed-up consideration exceeds $1,000,000), Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," currently one percent (1%) of the purchase price, which, by Law, is the primary obligation of the Purchaser. (See the Section entitled "Closing Costs and Adjustments" set forth in Part I of the Plan.)

25. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Stroock & Stroock & Lavan LLP, in connection with the closing of title to Purchaser's Unit: (i) the sum of $3,000 for the preparation of closing documents, (ii) if the Purchaser requests the Closing to occur other than at the offices of Stroock & Stroock & Lavan LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $500 for each Closing held within Manhattan and $700 for each Closing held in any borough outside Manhattan, (iii) if the closing is adjourned through no fault of Sponsor, Purchaser shall pay an additional fee of $500 for each such adjournment to help defray the cost of preparing for and coordinating the new closing; (iv) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance, for preparation of an assignment agreement and (v) if Purchaser, Purchaser's counsel or Purchaser's lender is more than one (1) hour late to the Closing, Sponsor reserves the right to adjourn or delay the Closing and cause Purchaser to pay an adjournment fee of $500. (See the Section entitled "Closing Costs and Adjustments" set forth in Part I of the Plan.)

26. Prior to the closing of title to a Unit, the Agreement prohibits a Purchaser from listing the Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent. Subsequent to the closing of title to a Unit, a Unit Owner (other than a Unit Owner purchasing for such Unit Owner's own or their immediate family's occupancy) may not advertise, list or sell the Unit for twelve (12) months after acquisition of the Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor. If any Purchaser or Unit Owner engages in any of the foregoing activities, it shall be considered an Event of Default under the terms of the Agreement, thereby entitling Sponsor to any and all remedies under the terms of the Agreement. Purchasers are referred to the Agreement set forth in Part II of the Plan for further details. (See the subsection entitled "Sales and Leases of Residential Units" under the Section entitled "Rights and Obligations of Unit Owners and Condominium Board of Managers" set forth in Part I of the Plan.)

27. There is no limit on the number of Purchasers who may purchase for investment rather than personal occupancy. Accordingly, there may always be a substantial percentage of owners who are non-residents. The By-Laws do not include a provision that after the Initial Control Period, a majority of the Condominium Board must be owner-occupants or members of

an owner-occupant's household who are unrelated to Sponsor and its principals. **PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS PLAN.** In addition, non-resident owners, including Sponsor, have different economic interests in their respective Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities. As a result, owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). (See the Section entitled "Condominium Board of Managers" set forth in Part I of the Plan.)

28. Sponsor currently intends to sell the Residential Units offered for sale under the Plan. However, under the terms of this Plan, Sponsor and the owners of the Community Facility Unit and the Unsold Residential Units have reserved the unconditional right to rent or lease any Community Facility Unit or Unsold Residential Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing such Units for sale at any time, in Sponsor's, the Community Facility Unit Owner's sole discretion, or to use or offer the such Units for any lawful purpose. Certain Residential Units may be occupied under short-term leases having a term in excess of thirty (30) days and less than or equal to one (1) year. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. The By-Laws do not include a provision that after the Initial Control Period, a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Therefore, there is no limit on the number of Purchasers who may purchase for investment rather than personal occupancy and, accordingly, it is possible that a significant portion of Unit Owners will not be residents of the Building and that a significant portion of occupants in the Building may not be Unit Owners. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and **PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS PLAN**. (See the Section entitled "Condominium Board of Managers" set forth in Part I of the Plan.)

29. The First Year of Condominium Operation is estimated to be July 1, 2012 through June 30, 2013. As with any project involving renovations to an existing building, given the vagaries of the construction process, it is difficult to predict, with precision, the date Sponsor will first be able to close title to the Residential Units. Accordingly, the First Closing may occur before, during or after the projected First Year of Condominium Operation and closings to certain Residential Units may occur substantially before or after closings for other Residential Units. In addition, Sponsor reserves the right, at any time, to change the anticipated First Year of Condominium Operation by amendment to the Plan. (See the Section entitled "Description of Property and Improvements" under the subsection "Proposed Renovations to Building and Units" set forth in Part I of the Plan.)

30. A. Sponsor is in the process of making certain repairs, renovations and replacements to certain portions of the Building and Units, referenced in the Section of the Plan entitled "Description of Property and Improvements" set forth in Part I of the Plan and as more

particularly described in the "Description of Property" set forth as an Exhibit in Part II of the Plan (collectively, the "Proposed Renovations"). The Building was initially built in approximately 1895-1896 and as with any program of repairs, renovations and replacements of an existing pre-war building, Sponsor may be required to alter the Plans and Specifications of the Proposed Renovations to address existing conditions uncovered in the course of renovation. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. In addition, Sponsor reserves the right to expand the scope of the Proposed Renovations (including, without limitation, the right to create lot line windows). Any such material modifications or addition will be disclosed in an amendment to the Plan and, if such modifications or additions are materially adverse to Purchasers, such Purchasers will be given an opportunity to rescind their Agreements.

B. Renovating an existing building is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first years of Condominium operation, construction workers and related personnel will be at the Property from time to time completing the Proposed Renovations, making adjustments and corrections and performing various tasks related to the completion of the Proposed Renovations, which may occur at all hours and could compromise the Building's security systems. During this period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, security, ventilating and elevators, may need to be shut down temporarily. Sponsor will have the right to and may utilize elevators and other building systems and may install and retain scaffolding and other equipment on and in the Building to complete the Proposed Renovations. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular portion of the Building is complete or a particular floor is fully occupied by Unit Owners.

C. The Condominium Board may refuse to permit a Residential Unit Owner to perform Alterations in or to a Unit until such time as the Proposed Renovations has been completed and a Permanent Certificate of Occupancy has been obtained therefor. Any Alterations performed by a Residential Unit Owner must be performed in accordance with the provisions of the By-Laws and each Residential Unit Owner shall be required to enter into an Alteration Agreement with the Condominium Board substantially in the form contained in Part II of the Plan, or such other form of alteration agreement as may be adopted by the Condominium Board. As more particularly set forth in the Alteration Agreement, the Residential Unit Owner performing such Alterations shall be obligated (unless otherwise waived in writing by the Condominium Board) to (i) provide a security deposit to the Board, in such amount as determined by the Condominium Board, in its sole discretion, which security deposit shall be held as security for the faithful performance and observance by Unit Owner of the terms and conditions of the Alteration Agreement, and (ii) pay a processing fee to the Managing Agent for its review of the proposed plans, which processing fee is currently $350.00, and (iii) pay any

other review fees required under the Alteration Agreement or adopted by the Condominium Board from time to time. All services required to be provided by Law (if any) shall be provided as of the date of the First Closing. Certain services, such as telecommunications, cable, internet and other similar services shall be provided no later than one (1) year after First Closing. Such services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor; provided however that Sponsor has the sole right to initially select such outside suppliers in its sole discretion. Sponsor does not know whether or not there may be other outside suppliers who could possibly provide these services upon equal or better terms and conditions and makes no representations or guarantees with respect thereto.

D. Certain amenities being provided at the Building for use by Residential Unit Owners, such as the Storage Bins, Fitness Center, Common Laundry Room, Recreation Room, Bicycle Storage Room and Common Roof Deck, may not be available for use as of the First Closing, or the date that a Purchaser closes title to its Unit, provided however that same shall be provided no later than one (1) year after First Closing. The fact that such portions of the Building have not been completed or are not available for use by Unit Owners is not a basis for a Unit Owner to refuse to close title to the Unit, delay the Closing or receive any abatement or credit against the Purchase Price. Purchasers should be aware that they may be required to close title to their respective Units while construction of the Proposed Renovations is continuing, possibly, for extended periods of time, and that noise, dust, vibrations and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units.. In the event that Sponsor exercises its unconditional right under the Plan to rent or lease Residential Units (rather than convey title to same), the date on which title to fifty (50%) percent of the Units have been conveyed may be at a later date than it would have been had Sponsor initially conveyed title, rather than leased, the Units.

E. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may delay the closing of title to certain Residential Units or lines of Residential Units until such hoists, elevators or temporary facilities are no longer needed and are removed. Purchasers of such Residential Units shall remain obligated to purchase such Residential Unit and pay the balance of the Purchase Price notwithstanding any such delay.

F. During the period when Sponsor is completing the Proposed Renovations, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. The first Temporary Certificate of Occupancy may be issued for some but not all of the Residential Units and Sponsor may complete the Proposed Renovations to certain Residential Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Residential Units while Proposed Renovations in other Residential Units is continuing, possibly, for extended periods of time, and that noise, dust, vibrations, odors and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units.

G. Under the present construction schedule it is anticipated that, a first Temporary Certificate of Occupancy with respect to certain portions of the Building, but not the entire Building, will be obtained on or about July, 2012, subject to Unavoidable Delays and except for finishing work to stairways, hallways and other Common Elements of the Building,

which are not intended for the exclusive use of any particular Unit Owner and any Custom Work, the Proposed Renovations to the Residential Units will be substantially completed by July, 2013 and Sponsor does not, however, warrant or guarantee the foregoing completion or occupancy dates for the Building. The first Temporary Certificate of Occupancy may issue for some but not all of the Units and Sponsor may complete the Proposed Renovations to certain Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Units while Proposed Renovations are continuing to be performed in other Units, possibly, for extended periods of time and that noise, dust, vibrations, odors and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units. (See the Section entitled "Description of Property and Improvements," under the subsection "Proposed Renovations to Building and Units" in Part I of the Plan.)

H. Purchasers are advised that in New York City it is common for newly constructed condominium projects, and newly renovated buildings being offered as condominiums, to be issued several successive Temporary Certificates of Occupancy for the building before a Permanent Certificate of Occupancy covering the entire building is issued. It is also common for sponsors of such projects to commence unit closings when some or all units are covered by a Temporary Certificate of Occupancy rather than a Permanent Certificate of Occupancy. Sponsor anticipates this scenario may occur. Sponsor will undertake to extend each Temporary Certificate of Occupancy received prior to expiration thereof, and ultimately to obtain a Permanent Certificate of Occupancy covering the building. Unit Owners and the Condominium Board, if not in control by Sponsor, shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. As described in greater detail in this Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a Permanent Certificate of Occupancy. However, the Temporary Certificate of Occupancy may lapse for reasons outside Sponsor's control. In the absence of a Permanent Certificate of Occupancy or Temporary Certificate of Occupancy, it is unlawful to reside in or rent a unit and will be difficult for owners or purchasers to obtain financing or pass clear title. Purchasers wishing to obtain additional information and recommendations about buying a condominium unit covered by a Temporary Certificate of Occupancy rather than a Permanent Certificate of Occupancy are encouraged to visit the Department of Buildings website (Consumer Tips).

31. Except as otherwise expressly provided under the Plan with respect to the Proposed Renovations or as may be agreed upon in writing between Sponsor and Purchaser regarding Custom Work, the Units are being sold "AS IS" in the condition in which they exist at the time a Purchaser signs an Agreement, subject to ordinary wear and tear and further subject to Sponsor's obligation to maintain the Building until the First Closing. All personal property located within a Unit on the date the Agreement is signed that is owned by Sponsor is included in the conveyance, unless specifically excepted in this Plan. Notwithstanding the foregoing, Sponsor is obligated to perform the Proposed Renovations and any other work contemplated under the Plan to the Building in accordance with all applicable codes and Plans and Specifications, and any conflict between the disclaimers and the Sponsor's obligation to perform the Proposed Renovations to the Building and Units in accordance with all applicable codes and Plans and Specifications shall be resolved in favor of the latter, except in all instances where the code in question is inapplicable because of the age of the Building. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions

of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. Sponsor's obligation, regardless of any limitations set forth in this Plan, cannot go below the duty to perform the Proposed Renovations to the Building and Units in accordance with all applicable codes, Plans and Specifications and that any conflict between the disclaimers and the Sponsor's obligations to perform the Proposed Renovations to the Building and Units in accordance with all applicable codes and Plans and Specifications shall be resolved in favor of this Plan. The Housing Merchant Implied Warranty Law (the "Law"), under Article 36-B of the General Business Law, pertains to warranties on the sale of certain new construction homes. Purchasers are advised that this Property is not a new construction project, but rather an existing Building to which Sponsor intends to perform certain Proposed Renovations (defined in Special Risk 30 above). This Law may be applicable to the Proposed Renovations made by Sponsor to the Residential Units offered for sale under this Plan. Pursuant to the terms of the Law, the Sponsor is giving a Limited Warranty to Purchasers as to the Proposed Renovations of such Residential Units. Certain limitations contained in the Limited Warranty are noted as follows: (i) the Limited Warranty provides coverage for the first Residential Unit buyer only; (ii) the Limited Warranty provides coverage with respect to the Proposed Renovations performed by Sponsor to the Residential Unit offered for sale under this Plan, as more particularly set forth in the "Description of Property" set forth as an Exhibit in Part II of the Plan; (iii) Sponsor's liability is limited to ten (10%) percent of the Purchase Price of the Residential Unit purchased; (iv) any claim for damages made by a Purchaser is to be reduced by any insurance proceeds received by the Purchaser with respect to such claim; (v) incidental, special, consequential or other indirect or similar damages are excluded; and (vi) detailed procedures must be followed for giving notice of a warranty claim to Sponsor and for commencing a lawsuit against Sponsor. (See the complete terms of the Limited Warranty contained in a Rider to the Agreement, set forth as an Exhibit in Part II of the Plan. (See the Section entitled "Rights and Obligations of Sponsor" under the subsection entitled "Sponsor's Obligations with Respect to the Building" in Part I of the Plan and a copy of the full text of the Law and the form of Limited Warranty set forth as a rider to the Agreement which are all set forth as Exhibits in Part II of the Plan.)

32. Except as noted hereinbelow, Sponsor makes no representations or warranties regarding building construction in the geographic area of the Condominium or whether the existing structures in the area will remain. Purchasers are advised that adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Residential Unit or Terraces (if any). In addition, Sponsor shall not be responsible for obstructed and/or adversely impacted views from Residential Units or Terraces (if any) located on the lower floors of the Building due to trees, landscaping and/or lamp posts erected at the street level. Purchasers are advised that an Affiliate of Sponsor, referred to in this Plan as 455 Sponsor, expects to acquire title to the 455 Property, a certain parcel of land located across the street from the Condominium, and having the street address 455 West 20th Street. The owner of the 455 Property intends to build a new construction a six (6) story residential condominium thereon. (See Special Risk 50B below regarding the 455 Property.)

33. Recreational facilities and areas for the exclusive use of the Residential Unit Owners and their guests and tenants will be located in the Cellar level, First Floor, and on a

portion of the Roof of the Building. The recreational facilities include a Fitness Center, Storage Room and Bicycle Storage Room located on the Cellar level of the Building and the recreational area includes a Common Roof Deck located on the northeast and on the northwest portions of the Roof with a connecting walkway between the two. Upon the conveyance of a Residential Unit by Sponsor, the Purchaser thereof will have the right to use these recreational areas, subject to the provisions of the Declaration and By-Laws of the Condominium and to any rules and regulations promulgated from time to time by the Condominium Board, including, without limitation, restriction on hours of operation and the use thereof by persons under a certain age and the Condominium Board reserves the right to collect a fee, for its benefit, for the use of such recreational facilities and areas or other use fees it collects in connection with the use of such recreational facilities and areas. Such recreational facilities will not be available for use by the Community Facility Unit Owner, its guests or tenants. Neither Sponsor nor the Condominium Board shall be liable for any theft or damage to any personal property, unless due to the gross negligence of such party. (See Section entitled "Description of Property and Improvements" under the subsection entitled "Services, Facilities and Amenities" set forth in Part I of the Plan and see a copy of the Floor Plans set forth as an Exhibit in Part II of the Plan.)

34. The Roof will contain mechanical equipment necessary for the maintenance and operation of the Units and Building that will be located on the south side of the Roof. Pigeon droppings and other such substances may be corrosive to mechanical equipment and may cause diseases. The Condominium Board will be responsible for ensuring that the mechanical equipment located in and on top of the Building which are General Common Elements are operated in accordance with Law and to clean any pigeon droppings and/or to take any measures it deems reasonable or necessary to prevent or alleviate such issue. (See the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

35. The Building contains and is serviced by two (2) passenger/service elevators. Purchasers are advised that the elevators were installed in the Building in approximately 1978 and such elevators are not as large as elevators in more recently constructed buildings. Sponsor intends, as part of the Proposed Renovations, to modernize the elevators, including, without limitation, remodeling the cab interiors, although the original dimensions of the elevators will not change. Purchasers are further advised to determine the actual dimensions of any furniture or other personal property prior to scheduling a move-in of same and to make appropriate arrangements in the event the elevators are not large enough to accommodate the move. (See Section entitled "Description of Property and Improvements" under the subsection entitled "Services, Facilities and Amenities" set forth in Part I of the Plan and a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

36. A. Included in the Purchase Price of each Residential Unit is the right to the exclusive use of one Storage Bin, which use shall be granted by license ("Storage Bin License"). Sponsor will allocate the Storage Bins to each Purchaser at or prior to Closing. The approximate square footage of each Storage Bin varies between 12 to 24 square feet and 7'-0" high for full height Storage Bins and 3'-6" high for each of the "double stacked" Storage Bins, provided, however, the dimensions are approximate and subject to normal construction variances and tolerances, which Storage Bins are more particularly shown on the Floor Plan set forth as an Exhibit in Part II of the Plan. The Storage Bins shall be fabricated with heavy-duty wire mesh

partitions and doors. A Purchaser is required to execute a Storage Bin Rider, substantially in the form annexed as Exhibit B to the Agreement.

B. The Storage Bins will be located in two separate storage rooms below-grade on a portion of the Cellar level of the Building and accessed from the Cellar level corridor, which is designated as a Common Element, as more particularly shown on the Floor Plans, and the Sponsor cannot make any representation as to whether the Storage Bins will remain dry or will not experience any water infiltration and neither the Sponsor nor the Condominium Board will be responsible for any damage to items placed in the Storage Bins. Residential Unit Owners who place items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

C. At the closing of title to the Residential Unit, the Purchaser must execute a Storage Bin License substantially in the form set forth as an Exhibit in Part II of the Plan. The provisions of the Storage Bin License and Condominium Declaration and By-Laws shall govern the use, access and Maintenance of the Storage Bins. The Storage Bins may only be used in accordance with Law and only for the storage of the personal effects of the Residential Unit Owner having exclusive access to such Storage Bin and nothing can be stored in the Storage Bins which would constitute a threat to the health or safety of the Unit Owners or other occupants of the Building or otherwise create a nuisance in the Building. Residential Unit Owners will be responsible for all normal Maintenance to their respective Storage Bins; however the costs and expenses of any structural or extraordinary repairs or replacements shall be a Common Expense charged to all Unit Owners. The Condominium Board has the authority to promulgate such other rules regarding use of and access to the Storage Bins.

D. In the event that a Storage Bin is not available for use and/or occupancy on the Closing Date due to the status of completion of the Proposed Renovations to the Building and Units, or a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy (if required) is not obtained for such Storage Bin or for any other reason, Purchaser shall remain obligated to close title to its Residential Unit and pay the balance of the Purchase Price for such Residential Unit.

E. The Storage Bin License may only be assigned by the storage bin licensee to a person acquiring a Residential Unit or to another Residential Unit Owner in the Condominium. Upon conveyance of a Residential Unit, the Condominium Board will enter into a new Storage Bin License with the transferee of such Residential Unit, in the form set forth as an Exhibit in Part II of the Plan or in such form then required by the Condominium Board. In no event may a Residential Unit Owner retain use or rights to a Storage Bin after conveyance or transfer of such Residential Unit Owner's Unit. In the event a storage bin licensee elects to terminate a Storage Bin License or sells its Residential Unit and does not assign same to another Residential Unit Owner or to a person acquiring a Residential Unit, the rights to the Storage Bin in question will devolve to the Condominium Board and the Condominium Board shall have the right, in its sole discretion, to issue a new Storage Bin License to another Residential Unit Owner or a person acquiring a Residential Unit at the Condominium or retain such Storage Bin. In addition, Residential Unit Owners may only lease their respective Storage Bins to other Residential Unit Owners in the Building, the Condominium Board or Sponsor, as the case may be. (See Section entitled "Description of Property and Improvements" under the subsection

entitled "Services, Facilities and Amenities" set forth in Part I of the Plan and a copy of the form of the Storage Bin License and the Floor Plan for the Storage Bins set forth as separate Exhibits in Part II of the Plan.)

F. The foregoing restrictions shall not apply to Sponsor.

37. A. Proposed Renovations to the Building and Units is being financed by Manufacturers and Traders Trust Company ("M&T" or "Construction Lender"), which financing is secured by, among other things, a mortgage and security agreements (collectively the "Construction Loan".) Sponsor's offer to sell the Residential Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under the terms of such regulations, Sponsor may not declare the Plan effective until Agreements are signed by bona fide purchasers, including investors, for fifteen percent (15%) of the Residential Units offered under the Plan (or approximately 6 Residential Units.)

B. As a condition to Construction Lender agreeing to release the individual Units from the lien of the Construction Loan, Sponsor has agreed that upon the establishment of the Condominium, Sponsor will cause each of the members of the Condominium Board appointed by Sponsor to execute and deliver to Construction Lender an undated conditional resignation of each such member, whereby each such member tenders his/her resignation from the Condominium Board. In the event of an event of default by Sponsor under the Construction Loan, the Construction Lender is entitled to give notice to the Condominium Board or any other Person stating that circumstances exist which entitle Construction Lender to exercise in Sponsor's place any particular right, privilege or power, or to receive any credit, refund, profit or other sum of money which Sponsor has the right to exercise or receive under the Condominium Documents. In addition, no single Purchaser (or its Affiliate) may have more than two (2) Units under contract and not more than ten percent (10%) of the total Residential Units may be purchased by buyers of multiple Residential Units (other than Residential Units being used for primary residence purposes) without Construction Lender's prior consent.

C. While Sponsor currently intends to sell all of the Units offered for sale under the Plan, Sponsor has reserved the right to stop marketing such Units and rent Unsold Units. The Construction Loan does not establish an explicit requirement that the Sponsor sell rather than rent Units.

D. Under the terms of the Construction Loan, Sponsor has agreed that it will not (or allow the members on the Condominium Board appointed by Sponsor to vote or give consent to) (i) taking or omitting to take any action to modify, change, supplement, alter, amend or terminate any of the Condominium Documents (as such term is defined in the Construction Loan), (ii) waive or release any of Sponsor's rights under the Condominium Documents, (iii) vote, give consent or waive any right of Sponsor if the result of such vote or consent or waiver would be to impair the rights of the Construction Lender or the lien of the Construction Loan, (iv) approve (x) any borrowing of money on behalf of the Condominium which would result in the creation of any lien on any portion of the Units, (y) any addition to, or alteration or improvement of, the Common Elements, or (z) decrease the size or subdivide any of the Units or combine any of the Units with any other unit, or (v) cause the Condominium to fail to maintain

or diminish in any material respect the insurance policies required to be maintained pursuant to the applicable Condominium Documents.

E. Construction Lender will release a Residential Unit from the mortgages and liens securing the Construction Loan upon: (i) receipt from Sponsor of payment to Construction Lender of a minimum release price as specified in the Construction Loan; (ii) payment of all of Construction Lender's reasonable attorneys' fees and expenses incurred in connection with the release of any Unit; and (iii) receipt of the undated conditional resignations of board members appointed by Sponsor. (See Section entitled "Rights and Obligations of Sponsor" under subsection "Sponsor's Obligations with Respect to the Building" set forth in Part I of the Plan.)

38. The Purchase Prices, estimated Common Charges and estimated real estate taxes for the individual Residential Units offered for sale under the Plan are set forth on "Schedule A, Offering Prices and Related Information" ("Schedule A") in Part I of the Plan and discussed in the Notes to Schedule A annexed thereto. (See Schedule A in Part I of the Plan and the Floor Plans for the Residential Units set forth as an Exhibit in Part II of the Plan.) From time to time the Condominium Board may increase or decrease the amount of Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Common Expenses for such fiscal year or any portion thereof. During the Condominium's initial two fiscal years but not thereafter, the Condominium Board's authority shall include the right to base the amount of Common Charges on actual costs and expenditures and/or to make retroactive adjustments to the amount of Common Charges payable by Unit Owners for any period to reflect actual operating costs for such period. The Condominium Board shall advise all Unit Owners promptly in writing of the amount of Common Charges payable by each of them and shall furnish copies of each annual budget to all Unit Owners at least two (2) business days prior to the date of its adoption and make copies of the budget available to Permitted Mortgagees. Notwithstanding the above, Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Common Charges from Purchasers under the Plan for a period of time after the First Closing (the "Waiver Period"), provided, however, that such election is disclosed in a duly filed amendment to this Plan and that Sponsor shall be solely responsible for payment of Waiver Period Expenses during the Waiver Period. The Waiver Period Expenses include, without limitation, payment of insurance premiums as more particularly defined in the Certain Definitions Section of the Plan. (See Special Risk 52 below regarding the Waiver Period and see Section entitled "Condominium Board of Managers" set forth in Part I of the Plan and copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

39. Floor Plans depicting layouts of the Residential Units offered for sale under the Plan appear in Part II of the Plan. Purchasers should note that the square footage of each Residential Unit as reflected in Schedule A set forth in Part I of the Plan and the Floor Plans for such Residential Units set forth as an Exhibit in Part II of the Plan is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Square footage dimensions set forth in the Plan are based on measurements from exterior walls as is often the case in New York and these square footage areas exceed the usable floor area of each Unit and include columns, mechanical pipes shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Ceiling

heights included in the "Description of Property" in Part II of the Plan are estimates only. The clearance between the top of the floor slab on one floor and the top of the floor slab on the next floor will vary among the Units and certain Units may have less clearance than others and all or a portion of certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams, ducts and other mechanical spaces in such Units. Purchasers are advised that the Building is pre-war building and due to its existing condition, finished ceilings may not be level, crown moldings may not match and beams may not align. Ceiling heights within any given room may also vary. Kitchens, bathrooms, hallways, closets, vestibules, foyers and other entrance spaces typically have dropped ceilings. Because dimensions listed are based on measurements from floor slabs, they do not accurately represent the interior space in the Unit and may significantly exceed the actual ceiling heights. Purchasers should carefully inspect the Residential Units prior to entering into an Agreement therefore to determine its actual dimensions, layout, ceiling heights and physical condition. (See the Notes to Schedule A set forth in Part I of the Plan and a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

40. Purchasers are further advised that Sponsor has reserved the right to negotiate with individual Purchasers to perform Custom Work, which may require modifications to Floor Plans for certain Residential Units and accordingly the layout of the Residential Units and Common Elements may vary. Sponsor may agree, in its sole discretion, to perform Custom Work to a Residential Unit. Unless otherwise agreed to by Sponsor, a Purchaser shall bear the Custom Work Costs which Custom Work Costs shall be due and payable by Purchaser to Sponsor upon the execution of the Agreement for the Residential Unit and deposited in an escrow account with Escrow Agent in accordance with the Plan, unless otherwise agreed to by Sponsor. The Custom Work Costs may be released from the Escrow Agent's escrow account upon the Escrow Agent's receipt of written notification from Sponsor's Architect to the Escrow Agent that all or any portion of the Custom Work has been completed in the Residential Unit. In the event a Purchaser becomes entitled to rescission after Custom Work or any portion thereof has been completed, (i) the Purchaser shall not receive a refund of any Custom Work Costs, if any, used to perform Custom Work in the Residential Unit and (ii) Purchaser shall be responsible for Restoration Costs. In the event the Agreement is terminated by Sponsor, Sponsor shall also retain the entire Custom Work Costs and Restoration Costs paid by Purchaser in order to reimburse Sponsor for performing the Custom Work and/or restoring the Residential Unit to its original condition. Sponsor shall be entitled to commence an action against Purchaser to recover the Custom Work and Restoration Costs, if not already paid. Where Custom Work Costs shall be paid to one party or the other, it shall include interest paid thereon. (See the Section entitled "Procedure to Purchase" set forth in Part I of the Plan.)

41. There is no limit on the length of time that Sponsor may control the Condominium Board. The Condominium Board shall initially comprise of three (3) members designated by Sponsor. During the period of time commencing on the date of the First Closing and ending on the date that is five (5) years from the First Closing (the "Initial Control Period") Sponsor has the right to appoint a majority of the members of the Condominium Board (and therefore control such Condominium Board). Sponsor may control the Condominium Board beyond the Initial Control Period if a majority of the votes cast at any election of Board members are for the nominees designated by Sponsor (the "Sponsor Control Period"). Accordingly, since nominees designated by Sponsor may be elected to serve on the Condominium Board, Sponsor

could control the Condominium Board notwithstanding the fact that Sponsor no longer owns a majority of the Units. Sponsor reserves the right to relinquish and regain voting control of the Condominium Board during the Initial Control Period. During the period that Sponsor controls the Condominium Board, Sponsor will have control of Maintenance, facilities and services and amenities to be provided to Unit Owners and will determine the Common Charges, to be paid by all Unit Owners. After the First Annual Meeting of Unit Owners there shall be a Condominium Board of Managers consisting of five (5) members. (See the Section of the Plan entitled "Control by Sponsor" set forth in Part I of the Plan.)

42. Sponsor may exercise veto power over some actions of the Condominium Board provided however, that Sponsor may not exercise veto power over expenses described in Schedule B. Until Sponsor has conveyed title to all Units, but in no event later than the later to occur of (i) five (5) years after the First Closing or (ii) the date on which the Unsold Units constitute less than twenty-five percent (25%) of the Common Interest, the Condominium Board may not take any of the following actions without prior written consent of Sponsor: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees described to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those described in the Plan except as is required to reflect normal annual increases in services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board to (x) comply with Laws, (y) rules or regulations of any governmental authority having jurisdiction over the Condominium to remedy any notice of violation or (z) to remedy any work order by an insurer or (aa) for any repair or replacement to the Building which is necessary for the preservation or safety of the Building or the safety of its occupants. (See the Section entitled "Control By Sponsor" set forth in Part I of the Plan.)

43. Pursuant to the Declaration and By-Laws, the Residential Units may be used for residential purposes or other lawful purposes subject to conditions set forth in Article 9 of the Declaration. Sponsor may use the Unsold Units for any purpose permitted by Law and may modify the certificate of occupancy to reflect a change in use. The Community Facility Unit is intended to be used by the Seminary for any purpose permitted by Law. The Residential Unit Owners may not have control over the uses of the Community Facility Unit. The use of the Community Facility Unit may generate noise, vibrations, traffic, fumes or other disturbances over which the Condominium Board and Residential Unit Owners will have no control. The Community Facility Unit Owner will share in the cost for all Common Expenses based upon Common Interest. (See Special Risk 1 above and the Sections of the Plan entitled "Community Facility Unit" and "Introduction" under the subsection entitled "Features of Condominium Ownership" and a copy of Schedule B set forth in Part I of the Plan.)

44. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves

the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, Unit Owner or Permitted Mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Unsold Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit, (c) designate a General Common Element or Limited Common Element as part of a newly created or expanded Unit, General Common Element or Limited Common Element or designate all or part of a Unit as a newly created or expanded General Common Element or Limited Common Element and (d) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b), (c) or (d) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to any Unit for which an Agreement is then in effect and Purchaser thereunder is not in default (beyond any applicable cure period) unless (i) the Purchaser consents to such change or (ii) such change is not a material change in the size, Common Interest, dimension, floor space or layout of such Unit. The Common Interest of a Unit may change if there is a change in the floor space or the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. (See the Section entitled "Changes in Prices and Units" set forth in Part I of the Plan.)

45. Sponsor currently intends to sell the Residential Units offered under the terms of the Plan. However, under the terms of the Plan, Sponsor, the Community Facility Unit Owner and the owner of any Unsold Residential Units have reserved the unconditional right to rent or lease any such Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing such Units for sale at any time, in the sole discretion of such parties, or to use or offer such Units for any lawful purpose. Certain Residential Units may be occupied under short-term leases having a term in excess of thirty (30) days. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Accordingly, it is possible that a significant portion of Unit Owners will not be residents of the Building and that a significant portion of occupants in the Building may not be Unit Owners. As a consequence of the foregoing, a Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. (See the subsection entitled "Features of Condominium Ownership" under the Section entitled "Introduction" set forth in Part I of the Plan.)

46. Purchasers or any other persons entering into an Interim Lease for a Residential Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the lease or use and occupancy agreement. Such legal fees are estimated to be approximately $2,500 assuming that the Purchaser's counsel does not negotiate the terms of the

lease. Any fees above $2,500 will be billed on an hourly basis at Stroock & Stroock & Lavan LLP's customary rates. In connection with the Closing of a Residential Unit subject to an Interim Lease, all other charges or other fees due under an Interim Lease shall be adjusted as of as of midnight of the day preceding the Closing Date to the Residential Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Interim Lease. (See the Sections entitled "Closing Costs and Adjustments" and "Interim Leases" set forth in Part I of the Plan.)

47. Individuals leasing Residential Units from Sponsor will not, except as expressly provided in their respective Interim Leases, have any special rights to purchase such Residential Units. Any Interim Lease for a Residential Unit entered into with a Purchaser will provide among other things, that an uncured default by the Purchaser under the Agreement with respect to a Residential Unit will constitute a default under the Interim Lease entitling Sponsor, at its sole option, to terminate such Interim Lease in accordance with applicable Law. In addition, each Agreement will provide that an uncured default by the Purchaser under any Interim Lease in the Building will constitute an Event of Default under the Agreement entitling Sponsor, at its sole option, to terminate such Agreement and to exercise any remedies therein provided. (See the Section entitled "Interim Leases" set forth in Part I of the Plan.)

48. A Purchaser may be acquiring a Residential Unit that has been previously occupied, but such Residential Unit will be delivered at closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. (See the Section entitled "Interim Leases" set forth in Part I of the Plan.)

49. While the Proposed Renovations to the Building and Units are being performed and the Unsold Residential Units are being offered for sale or lease by Sponsor, there will be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when the performance of the Proposed Renovations, selling or leasing activity will terminate. Sponsor, the Condominium, the Condominium Board and/or the Managing Agent shall not be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the gross negligence of Sponsor, the Condominium, the Condominium Board, and/or the Managing Agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. (See the subsection entitled "General" under the Section entitled "Description of Property and Improvements" set forth in Part I of the Plan.)

50. A. At or subsequent to the First Closing, Sponsor will enter into a lease with the Condominium Board for Parlor F in the Condominium, the form of which is contained as an Exhibit set forth in Part II of the Plan (the "Resident Manager Unit Lease") to be used as the Resident Manager's residence (the "Resident Manager's Unit"). The lease for the Resident Manager's Unit will be for a five (5) year period beginning as of the First Closing (the "Lease Term"). The rent for the Resident Manager's Unit will be $54,000 per year ($4,500 payable monthly), for the first two (2) years; and $58,200 per year ($4,850 payable monthly) for the

remaining three (3) years of the Lease Term (the "Rent"). The costs of utilities, telephone, and parking attributable to the Resident Manager's Unit will be borne by the Condominium Board as a Common Expense and are estimated to be approximately $9,700 for the First Year of Condominium Operation (subject to paragraph E below). In addition, the total costs of employing the Resident Manager (including, without limitation, wages, benefits and insurance ("Labor Costs") are approximately $109,888 for the First Year of Condominium Operation ($9,157.33 payable monthly). The Labor Costs, together with the Rent and utilities, telephone and parking for the Resident Manager Unit are collectively, referred to as the ("Resident Manager Costs"). (See a copy of Schedule B "Projected Condominium Budget for the First Year of Condominium Operation" set forth in Part I of the Plan.)

B. Sponsor anticipates that the Resident Manager's services (the "Resident Manager's Services") will be shared with a building (the "455 Building") to be constructed on a parcel of land located across the street from the Building having a street address of 455 West 20th Street (the "455 Parcel" and collectively, the "455 Property"). Chelsea 234 Properties, LLC, an Affiliate of Sponsor (the "455 Sponsor"), expects to acquire title to the 455 Parcel pursuant to the terms of a contract dated November 29, 2010 between 455 Sponsor and the Seminary. 455 Sponsor or its designee currently intends to construct the 455 Building as a residential condominium containing approximately twenty-five (25) residential units. If the 455 Sponsor or its designee elects, in its sole and absolute discretion to have the Resident Manager "share" the Resident Manager Services at any time within five (5) years of the First Closing the Resident Manager Costs shall be allocated equally among the Condominium and the 455 Sponsor or its designee, with each party paying fifty (50%) percent of the Resident Manager Costs (the "455 Share"). Notwithstanding anything to the contrary set forth above, neither Sponsor nor 455 Sponsor is under any obligation to construct the 455 Building, or if constructed, to submit the 455 Property to a condominium regime. Sponsor makes no guarantees or warranties regarding the timing or completion of construction of the 455 Building or whether the 455 Property will be submitted to a condominium regime or will require the Resident Manager Services. (See a copy of the form of Shared Services Agreement is set forth as an Exhibit in Part II of the Plan.)

C. If and to the extent that the 455 Sponsor or its designee has not elected to "share" the Resident Manager's Services as of the First Closing, Sponsor has agreed to reimburse the 455 Share to the Condominium until the earlier to occur of (i) the date that the 455 Sponsor has elected to share the Resident Manager's Services and pay the 455 Share of the Resident Manager Costs, or (ii) three (3) years from the First Closing (the "Sponsor Contribution Period"). Upon the expiration of the Sponsor Contribution Period, in the event that the 455 Sponsor has not elected to share the Resident Manager's Services and pay the 455 Share the Condominium will be responsible for one hundred (100%) percent of the Resident Manager Costs, which assuming no changes in the Budget for the First Year of Operation, would increase each Unit Owner's Common Charges by approximately 13.92%.

D. Notwithstanding anything to the contrary contained hereinabove, there is no guarantee that the Sponsor will continue to make the Resident Manager's Unit available for use by the Condominium Board beyond the aforementioned Lease Term, or to make another apartment or Unit available beyond the Lease Term to the Condominium Board for use by the Resident Manager, however, in the event the Sponsor does decide to make an apartment or Unit

available, no representations are made regarding the rental or use and occupancy which will be charged by the Sponsor therefore after the Lease Period, except that the Rent charged shall be at market rates. In the event that after the Lease Term Sponsor does not make the Resident Manager's Unit available for use by the Resident Manager, there may be no apartment in the Building for use by the Resident Manager in the Building and the Shared Services Agreement will terminate. In such event the Condominium Board may either: (i) relocate the Resident Manager to another Unit in the Building; (ii) employ a superintendent for the Building who will be provided with an apartment within a distance of one block or two hundred feet from the Building; (iii) employ a twenty-four hour a day janitorial service, in accordance with the provisions of the New York City Housing Maintenance Code, or (iv) take any other actions in accordance with Law. (See a copy of Schedule B set forth in Part I of the Plan.)

E. Sponsor reserves the right, in its sole discretion, to choose a Residential Unit other than the Resident Manager's Unit to lease to the Condominium Board as the Resident Manager's Unit; provided, however that it shall not result in the Condominium Board incurring Rent, the sum of which exceed the costs of leasing the Resident Manager's Unit as set forth in Schedule B, by more than twenty-five percent (25%). (See a copy of Schedule B set forth in Part I of the Plan.)

51. No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, Special Assessments and real estate taxes with respect to the Unsold Units or to complete the Proposed Renovations to the Building and Units. Sponsor represents that it has the financial resources to meet such obligations. (See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan.)

52. A. Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Common Charges from Purchasers under the Plan for a period of time after the First Closing (the "Waiver Period"), provided, however, that such election is disclosed in a duly filed amendment to this Plan and that Sponsor shall be solely responsible for payment of Waiver Period Expenses during the Waiver Period. Sponsor expects to exercise its right to waive the collection of Common Charges. The Waiver Period shall terminate and the collection of Common Charges shall commence upon the earlier to occur of: (i) the date of termination of the Waiver Period as disclosed in a duly filed amendment to this Plan, (ii) the date upon which Sponsor has conveyed title to seventy-five (75%) percent of the Residential Units or (iii) the date upon which the third year of condominium operation commences. Purchasers should note that Schedule B will not be in effect until the expiration of the Waiver Period. However, during the Waiver Period, Sponsor will continue to update Schedule B-"Projected Budget for First Year of Condominium Operation" ("Schedule B"), to the extent required pursuant to Part 20 of Title 13 NYCRR. All Waiver Period Expenses paid by Sponsor during the Waiver Period are based on the actual costs of operating the Building (including, without limitation, insurance premiums) and not on estimates set forth in Schedule B. Waiver Period Expenses will not include (i) real estate taxes attributable to a Unit Owner's Unit, during any period during which the Unit may not be separately assessed or (ii) the funding of the Contingency Fund. Unit Owners will remain responsible for the payment of real estate taxes during the Waiver Period, which expenses shall be separately allocated to each Unit Owner based upon the Common Interest of such Unit, as more particularly set forth in Schedule A. In accordance with the terms of the By-Laws, Sponsor must maintain a listing of all receipts and expenditures during the Waiver Period. Purchasers are

advised that Unit Owners will not be charged a Special Assessment after the expiration of the Waiver Period for expenses which would have otherwise been anticipated to have been funded through Common Charges, had there been no Waiver Period. (See Section entitled "Right and Obligations of Sponsor" set forth in Part I of the Plan and a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

B. All determinations with respect to the continuance of services, facilities and amenities provided to the Condominium, if initially made available, will be made by the Condominium Board, which will be controlled by Sponsor during the Initial Control Period and Sponsor Control Period as described in the Section of the Plan entitled "Control by Sponsor." (See the Section of the Plan entitled "Description of Property and Improvements" under the subsection entitled "Services, Facilities and Amenities" set forth in Part I of the Plan.)

53. It is presently anticipated that, and Schedule B provides that, the residential lobby will be attended for one (1) eight (8) hour shift per day, for seven days a week as of the First Closing; provided, however, the full staff contemplated in Schedule B may not be employed until title to fifty (50%) percent of the Residential Units offered for sale under this Plan have been conveyed to Purchasers. In addition it is anticipated that the Condominium Board will enter into an agreement with a Virtual Doorman service, which service is designed to remotely secure the Condominium via interactive intercom and video communications, greeting visitors and providing access, accepting deliveries and facilitating maintenance and service calls. It is anticipated that entry to the Building by its occupants will be accessed through the use of electronic key cards/key fobs or similar devices. The Condominium Board shall promulgate additional Rules and Regulations regarding security and off-hour access for residents and their guests and visitors from time to time. Purchasers are advised that there is no guarantee the Virtual Doorman service will be implemented or remain in place, and in the event the Virtual Doorman service is not implemented or is removed for any reason, the Condominium Board will make a determination as to whether to hire additional staff to service the Building, which may result in an increase in Common Charges paid by Unit Owners. (See a copy of Schedule B and the notes annexed thereto set forth in Part I of the Plan.)

54. The Condominium will contain a Common Laundry Room located in the Cellar of the Building for use by all Residential Unit Owners, which shall contain six (6) pay-per-use washers and three (3) pay-per-use dryers. The Common Laundry Room shall comprise a portion of the General Common Elements. The cost and expenses incurred to operate and Maintain the Common Laundry Room will be included as part of the Unit Owners' Common Charges. In addition, the Proposed Renovations will include the installation of a washer and dryer in some, but not all of the Residential Units. Please refer to a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan for a list of those certain Residential Units that will include a washer and dryer. Said dryers will be ventless and Rules and Regulations of the Condominium **WILL** require low suds laundry detergent be used in all washers. Failure to use a low suds detergent may lead to a washer over flowing and causing a flood in the Residential Units or the Common Elements in which event the Unit Owner violating the Rules and Regulations will be liable for damages. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

55. The Contingency Fund provided for in Schedule B is intended to provide a fund for unanticipated expenses not included in Schedule B and for increases in operating expenses above the amounts projected. There is no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises (except that each Purchaser of a Unit shall pay into the Working Capital Fund of the Condominium a sum of equal to two (2) months of Common Charges for the Unit being purchased. Therefore, Unit Owners shall be obligated to pay their share of the cost of repair, replacements and improvements to the Common Elements as the need for the same arises, unless there are sufficient funds in the Working Capital Fund or other funds available. The Contingency Fund is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase monthly Common Charges or levy a Special Assessment of Common Charges. There are no limitations as to how the Working Capital Fund may be employed during any period, including the period that Sponsor controls the Condominium Board (see the Section entitled "Control By Sponsor"). However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges including Common Charges attributable to Unsold Units. Purchasers are advised that the tenants of Unsold Units will not be obligated to contribute to the Working Capital Fund and accordingly, the Working Capital Fund may be insufficient for the payment of unanticipated expenses, if any, and Unit Owners may be subject to a Special Assessment to pay for the costs of such unanticipated expenses, if any. (See the Section entitled "Working Capital Fund and Apportionments" set forth in Part I of the Plan.)

56. The Building will be located in the West Chelsea Historic District and is governed by the provisions of Chapter 3 of Title 25 of the Administrative Code of the City of New York, Sections 25-301 et seq., formerly known as Chapter 8-A, of the Administrative Code of the City of New York entitled "Landmarks Preservation and Historic Districts" pursuant to Notice of Designation recorded on August 20, 2002 in Reel 3588 Page 1300. This designation imposes special restrictions upon the construction, alteration, demolition and reconstruction of the Building. In the event any such construction, alteration, demolition or reconstruction of the Building would affect the exterior of the Building, the Condominium will have to apply to the New York City Landmarks Preservation Commission ("LPC") for permission to perform such work. LPC, before approving the work could impose additional requirements or conditions which could increase the cost and time required to complete the work. In addition, where proposed work in the Building requires a building permit, notwithstanding the fact that such work does not affect the protected exterior of the Building, the LPC requires that a "certificate of no effect on protected architectural features" be issued and a Unit Owner will be required to comply with all applicable Law with respect to any proposed work. With regard to the Proposed Renovations to the Building and Units being performed by Sponsor, a Certificate of No Effect was issued by LPC on May 12, 2011 under CNE #11-9936 and subsequently amended on July 11, 2011. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

57. The real estate tax estimates for each Residential Unit were calculated on the assumption that the real estate taxes for the Residential Section payable with respect to each Residential Unit for the First Year of Condominium Operation will be allocated in the proportion that each Residential Unit's Common Interest bears to the aggregate Common Interest of all Residential Units as set forth on Schedule A and the notes annexed thereto. Upon determination

of individual tax lots and individual Unit assessments, the New York City tax authorities may allocate taxes between the Units in proportion to each Unit's Purchase Price or imputed market value rather than their respective Common Interest, and, if so, Units having the same or similar percentage interest which are determined to have a higher Purchase Price or imputed market value will pay higher real estate taxes than are reflected on Schedule A. Currently, the Property is assessed and taxed as a single tax lot. No representation is made as to the first assessment roll or tax bill for which the Units will be separately assessed or taxed. Upon separate assessment of the Units by the New York City tax authorities the taxes for each individual Unit will be determined separately and may no longer remain proportional to the Unit's Common Interest Percentage. 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 a 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 for Units other than its respective Unit(s). Upon the determination of individual Unit tax assessments Sponsor will amend the Plan to include an updated Schedule A. **SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.** Purchasers should note that as the result of any capital improvements to the Property, taxes in the first year of condominium operation may be substantially higher than those in previous tax years and that the tax estimates for the First Year of Condominium Operation may not reflect the valuation of the Building when fully completed. Based upon the estimates set forth in the Real Estate Tax Opinion, real estate taxes during the second year of condominium operation will be approximately 25% higher. (See Section entitled "Real Estate Taxes" set forth in Part I of the Plan.) In addition, while the Building may qualify for a partial abatement from real estate taxes, pursuant to Section 11-243 of the Administrative Code of the City of New York, which was formerly Section J-51-2.5 of the Administrative Code (the "J-51 Program"), Purchasers are advised that Sponsor does not intend to apply for a partial abatement from real estate taxes under the J-51 Program or under any other abatement program which may then be available nor is Sponsor obligated to do so. Purchasers are advised that Sponsor does however reserve the right, in its sole and absolute discretion, to apply for same in the future. In the unlikely event Sponsor does decide to apply for a partial abatement from real estate taxes under the J-51 Program (or any other abatement program which is then available), the Condominium Board shall cooperate with Sponsor in applying for same. (See Section of the Plan entitled "Real Estate Taxes" and a copy of the opinion of Podell Schwartz, Schechter & Banfield LLP set forth in Part I of the Plan.)

58. Individual Unit Owners may qualify for a partial abatement of real estate taxes pursuant to the Condominium Abatement Program. The abatement is not available to Sponsor, to any party owning more than three units in the Condominium or to nonresidential units. Historically, the abatement has been extended for periods of approximately three years and is currently due to expire after the 2011/12 tax year, which ends June 30, 2012. Therefore, the Property will not benefit from the Condominium Abatement Program unless the program is extended by the NYS Legislature. The amount of the abatement available under the Condominium Abatement Program has been equal to 17.5% (seventeen and one-half percent) of the real property taxes attributable to an eligible unit. In accordance with the terms of the Condominium Abatement Program, the abatement is currently available to condominium unit owners who are deemed eligible by the New York City Department of Finance ("NYC DOF"), assuming all applicable filing and other statutory requirements are met. In order to be deemed

eligible, the Building must be assessed as a condominium for the tax year in question and it cannot have the benefit of any building-wide real estate tax exemption. If the current program, which expires on June 30, 2012 were extended, the Condominium Board would be responsible for filing the application for abatement on behalf of the Unit Owners. If the Condominium Board were to fail to meet applicable filing and other statutory requirements, under the current program, the potential benefits would be lost for one or more years. The NYC DOF has required that the application include a social security number or other taxpayer identification number for each owner of each unit for which the abatement is claimed. There is no guarantee that the NYS Legislature will extend the Condominium Abatement Program when it is due to expire or if extended, what the terms will be. (See Section of the Plan entitled "Real Estate Taxes" set forth in Part I of the Plan.)

59. Sponsor anticipates that it is likely that the Condominium will qualify as a homeowners association under Section 528 of the Internal Revenue Code. Assuming the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election to be a homeowners association, the present state of the Law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion prepared by Stroock & Stroock & Lavan LLP and set forth in Part I of the Plan, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax (depending on whether the Condominium is properly classified as a corporation or a partnership for federal income tax purposes). Schedule B in Part I of the Plan does not contemplate any substantial income which might be taxable and accordingly does not specifically budget any amounts for taxes for nonmembership or membership income (but does budget for certain minimum taxes that might be due). Alternatively, if the Condominium is not properly treated as a separate taxable entity, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification. (See the Attorney's Income Tax Opinion and the Section entitled "Income Tax Deductions to Unit Owners and Tax Status of Condominium" set forth in Part I of the Plan.)

60. In the event of any discrepancy or conflict between the "Description of Property" set forth as an Exhibit in Part II of the Plan, and this Plan, the "Description of Property" shall govern. The manufacturer, model number and specifications for all fixtures, appliances and equipment provided in the sale of a Unit are set forth in the "Description of Property" set forth as an Exhibit in Part II of the Plan. As more fully set forth under the Section entitled "Description of Property and Improvements" under the subsection entitled "Proposed Renovations to Building and Units," in Part I of the Plan these fixtures, appliances and equipment are subject to change by Sponsor. Sponsor reserves the right to amend or modify the Plans and Specifications in any way not material to this offering or in a manner disclosed in this offering, including, without limitation, changing materials, appliances, equipment, fixtures and other renovation and design details set forth therein or in the "Description of Property" set forth as an Exhibit in Part II of the Plan and to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality, except that no change will be made in the size or number of

Units or their respective percentages of Common Interest except by amendment to the Plan and the Declaration, if applicable. None of the foregoing shall give rise to a right of rescission on the part of any Purchaser and may be made without prior notice or amendment to the Plan. In addition, Sponsor may negotiate to make modifications or changes in any Unit or to do Custom Work therein or to provide different or additional fixtures, appliances, equipment, furnishings or decorations, provided that Sponsor shall not be bound to do so unless agreed to by Sponsor in a written instrument which is incorporated in a rider to the Agreement. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

61. A. Sponsor reserves the right, without the permission of the Condominium Board and without prior notice or amendment to the Plan, to use or grant permission for the use of any Unsold Unit or Common Element on any floor of the Building for any purpose, including, without limitation, as model units, sales, rental (long or short term rental) and/or promotion offices in connection with the sale or rental of the Units for the Building and any other building in which Sponsor or principals of Sponsor have an interest, for storage, administrative purposes, professional use, transient hotel, parking, timeshare or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Unit (subject to Sponsor's right to amend the certificate of occupancy to conform to such use as provided in the Declaration and By-Laws), and the use of such Unit complies with all applicable governmental regulations with respect to such use.

B. In the event Sponsor thereafter elects to sell any Unsold Units that are used as a model unit, Sponsor may require Purchaser thereof to purchase all or any of the furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper and the like located therein and pay, in addition to the Purchase Price for such Unsold Unit, such amounts as Sponsor determines in its sole discretion. Such model units will be sold "AS-IS" in the condition in which they exist at the time such Purchaser signs an Agreement and Sponsor shall not be responsible for any normal wear and tear of such model units. Purchasers are advised that such model units may not conform to either the "Description of Property" set forth as an Exhibit in Part II of the Plan nor certain requirements otherwise applicable to the use of the Unit (e.g. all window treatments within a Unit, when viewed from the outside of the window must be white) which are set forth in the Declaration and By-Laws each set forth as Exhibits in Part II of the Plan.

C. Purchasers are hereby advised that in no event shall the presence of any furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like in any model unit or in any Common Element or in any advertisements or renderings with respect thereto, imply or represent that any Unit offered for sale under the Plan will also contain such furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like upon delivery of a Unit offered for sale under the Plan to Purchaser unless Sponsor agrees to and Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the Purchase Price for such Unit offered for sale under the Plan. (See Sections of the Plan entitled "Rights and Obligations of Sponsor" and "Rights and Obligations of Unit Owners and the Condominium Board of Managers" set forth in Part I of the Plan under the subsection entitled "Use of Units" and see a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

62. It is anticipated that electricity for the Building will be provided by Consolidated Edison Company of New York or such other utility company providing electricity to the Building. The electricity consumed by each Unit will be separately metered and the individual Unit Owners will be obligated to pay such costs directly to the utility company. All electricity supplied to the General Common Elements of the Building will be separately metered and accounted as part of the Common Charges payable by all Unit Owners. (See Schedule B in Part I of the Plan and a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

63. Purchasers are advised that utility costs may increase dramatically during certain periods and there is no guaranty that the utility costs will be as estimated in the Plan given the current energy situation. (See Schedule B and Schedule B-1 entitled "Projected Energy Costs" in Part I of the Plan and a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

64. The By-Laws provide that each Unit and all portions of the Common Elements will be kept in first-class condition (and with respect to any Roof, Terrace (if any), Common Roof Deck or other part of the Property exposed to the elements, free of snow, ice and accumulation of water to the extent necessary to prevent harm to any Unit or Common Element) by the Unit Owner or Condominium Board, whichever is responsible for the maintenance thereof. In the event a Unit Owner fails to keep their Unit or a Limited Common Element appurtenant thereto in such condition, the Condominium Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such failure. (See the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers" under subsection entitled "Rights of Access" set forth in Part I of the Plan.)

65. Each Unit Owner shall be obligated to heat and cool their respective Units so as to maintain the appropriate temperature and humidity in the Units in order to avoid causing damage to the Common Elements or the Units, including, without limitation, freezing pipes and damage to the wood floors and moldings and also help to mitigate contraction and expansion that can damage such floors and moldings. In the event a Unit Owner fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan for details regarding the air conditioning units to be provided in each Residential Unit.)

66. Purchasers should note that, natural materials used as finishes have certain inherent risks associated with such use. All references in the Plan to wood products shall be deemed references to engineered wood products unless otherwise specified. Risks associated with all such wood products (including, without limitation, wood flooring, furniture, cabinetry (interior of cabinetry may or may not be the same material and/or color as the exterior) and molding) include but are not limited to the following: appearance of cracks between the floor boards, squeaks, variation in color, variation in wood grain, texture, occurrence of knots and cupping. Purchasers should note that since wood is a product of nature it can have a great deal of variability in color, grain, texture and appearance. It is the Unit Owner's responsibility to maintain the humidity level in its Unit. Lack of or excessive humidity can cause wood floors to crack, squeak, expand or shrink causing gaps, as well as cupping, which in turn may cause

damage to any such wood product. Such expansion, contraction and cupping are more noticeable in dry seasons or periods, prolonged periods of high heat and/or humidity or extended periods of heat use. Cracks, occurrence of knots and grain variation are more noticeable in light colored wood flooring. Furthermore, wood flooring is affected by sunlight and often fades and changes with use and age. Some woods darken and some lighten when exposed to light. Wood flooring can also dent. Protective felt pads and protective sheeting such as plywood or masonite should always be used for furniture or appliances. A wet mop should never be used on the wood flooring because it can cause warping and cracking. (See the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers" under subsection entitled "Rights of Access" set forth in Part I of the Plan.)

67. Purchasers should note that special care is necessary to maintain certain elements in the Units. Natural stones such as marble or limestone have natural variations in colors and markings which require cleaning with neutral cleaners that are free of acidic or alkaline solutions, bleach, ammonia or abrasives that can break down sealers and damage the stone surface. Such stone surfaces may require sealing and resealing at some point in the future, such sealant will help to retard water absorption and staining which may alter coloration. Purchasers are advised that impregnating sealants, and daily stone cleaners, which have been especially developed, are recommended for proper maintenance. (See the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers" set forth in Part I of the Plan.)

68. Each Unit Owner (or the occupant of such Units) shall be responsible for cleaning the interior and exterior surfaces of the windows located in or appurtenant to its Unit, at its sole cost and expense, and shall cause such windows to be cleaned in a manner consistent with acceptable practices for residential and/or professional use, as the case may be; provided however that the cleaning of the exterior side of the windows in any Unit may only be performed by contractors approved by the Condominium Board and the cost to clean such windows shall be borne by the individual Unit Owners. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future Law of like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York or any other governmental authority having jurisdiction over the Land or the Building. . Notwithstanding anything to the contrary above, the Condominium Board, in its sole discretion, may elect in the future to wash and clean the exterior surface of all windows in the Building and the cost thereof will be a Common Expense and shall be specially assessed against the Unit Owners. (See the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers" under the subsection entitled "Repairs to and Maintenance of Units and Common Elements" set forth in Part I of the Plan and the By-Laws set forth as an Exhibit in Part II of the Plan.)

69. New York City Local Law 7 of 2004 requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums. Sponsor intends to initially provide carbon monoxide detectors in each Unit in accordance with New York City Local Law 7 of 2004. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors which has been stolen, removed, found missing or rendered inoperable.

Sponsor makes no representations whether Unit Owners will comply with the foregoing obligations. (See the subsection entitled "Sponsor's Obligations with Respect to the Building" under the Section entitled "Rights and Obligations of Sponsor" and the Section entitled "Sponsor's Statement of Building Condition" in Part I of the Plan.)

70. In accordance with the provisions of 13 NYCRR 20.7(cc), Sponsor engaged Arcadis, US, Inc., a qualified firm to perform such tests as are necessary to determine whether asbestos containing building materials ("ACBMs") is/are present in materials anywhere in the Building and engaged said firm to identify and monitor the abatement of all known ACBMs. As indicated in the report dated July 27, 2011 prepared by said firm (the "Asbestos Report"), ACBMs were identified in portions of the Cellar level of the Building, the Roof and small amounts in other discrete areas in the Building (e.g. located in vinyl floor tiles of certain apartments). Purchasers are referred to the Asbestos Report set forth as an Exhibit in Part II of the Plan for a full description of all ACBM's identified in the Building. Purchasers are advised that ACBM's identified in portions of the Cellar level of the Building were found in vinyl floor tile adhesive mastic located in the Community Facility Unit, which is to be conveyed to the Seminary in its "as-is" condition. Sponsor does not intend to remediate any of the ACBMs in the Community Facility Unit. Notwithstanding the immediately preceding sentence, by July, 2013, Sponsor intends to or will have removed or remediated all other ACBM's in the Building, identified in the Asbestos Report, as required by all applicable New York City, State and Federal regulations including the filing of all necessary NYC DOB/DEP paperwork required to perform the work and obtain NYC DOB permits. Purchasers are advised that detailed lab results are available for inspection at the Selling Agent's office. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" under subsection "Sponsor's Obligations with Respect to Asbestos" and a copy of the Asbestos Report set forth as an Exhibit in Part II of the Plan.)

71. Local Law 1 of 1982, requires the elimination of all lead paint, both peeling and intact, in a building constructed prior to 1960. Sponsor makes no representation regarding the scope or nature of any future enactments regarding lead-based paint or whether Local Law 1 will be modified or whether the City or State of New York will adopt other laws dealing with lead based paint or what the provisions of such law may be. Purchasers are urged to review Local Law 1 or any successor statute thereto and any regulations or requirements promulgated with respect thereto for a full description of the obligations of a Unit Owner thereunder. Unit Owners shall be deemed "owners" of their respective Units with the obligation to comply with the requirements of the Unit for purposes of compliance with all environmental laws, including, without limitation, requiring the removal or abatement of asbestos containing material or lead-based paint. Based upon the age of the building, it is probable that there is lead-based paint or lead-based paint hazards in the Building, however, Sponsor is not aware of any lead-based paint or lead-based paint hazards in the Building that need to be remedied, and has no records or materials pertaining to same. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead based paint. In accordance with the terms of the rider annexed to the Agreement, Purchasers have the right to inspect their Units for the presence of lead-based paint. Please refer to the Agreement set forth in Part II of the Plan for further details. While Sponsor has, to the best of its knowledge, received no specific reports regarding the presence of lead based paint in the Property, given the age of the Building and the wide spread routine use of lead

based paint in preceding decades, it can be assumed that there is some lead based paint present in the Building. (See a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001 set forth as an Exhibit in Part II of the Plan.)

72. Under the terms of Local Law 11 of 1998, property owners are obligated to have the facades of their buildings periodically inspected and perform remedial work as determined by the licensed engineer performing the required inspections. However, Purchasers are advised that due to the height of the Building a Local Law 11 Report is not required. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

73. The General Theological Seminary of the Protestant Episcopal Church in the United States, a religious corporation (the "Seminary") has agreed to grant each Residential Unit Owner (and their Permitted Users) the right to access portions of the Seminary's historic landscaped central garden, known as "The Close" and, alternatively, referred to as "Chelsea Square" (the "License Area"), subject to the Seminary's Rules of Conduct (hereinafter defined). The License Area is more particularly shown as an exhibit to the Seminary Declaration, a copy of which is set forth as an Exhibit in Part II of the Plan. The Close is situated on the Seminary's Episcopalian graduate campus surrounded by historic and landmarked buildings and occupies the entire block between West 20th and 21st streets from Ninth Avenue to Tenth Avenue located within the heart of the West Chelsea Historic District, commonly known as the "Chelsea Square". Each Residential Unit Owner will be obligated to pay an annual fee of $75 (subject to CPI escalation, the "User Fee") to the Condominium Board as a Unit Owner Expense for the maintenance and upkeep of The Close. However, in the event a Purchaser does not want to pay the User Fee such Purchase shall simply not pay and, consequently, such Purchaser will not have access to The Close. For those Purchasers desiring the right to access The Close, the initial User Fee will be due and payable by the Purchaser at the closing of title to its Residential Unit and, thereafter, due and payable on an annual basis, to be charged as a Unit Owner Expense by the Condominium Board. Upon the conveyance of a Residential Unit by Sponsor, the Purchaser thereof, to the extent such Purchaser has paid the User Fee: (i) will have the right to access The Close; (ii) shall be deemed to have (x) waived, to the extent permitted by applicable law, any claims against the Seminary arising from the use of The Close; and (y) indemnified Seminary from all third-party claims, demands, causes of action, losses, damages, liabilities, costs and expenses arising from such Residential Unit Owner's and their Permitted User's use of The Close pursuant to the Seminary Declaration, except in the event of Seminary's willful misconduct. Pursuant to the terms of the Seminary Declaration, Residential Unit Owners (and their Permitted Users) shall comply with the Seminary's security requirements, including access to The Close through a locked gate using a security code and such entry shall be permitted at such time(s) as The Close is otherwise open to the general public and to be used in accordance with the rules of conduct adopted by the Seminary for Chelsea Square to ensure that The Close is used and maintained in a dignified manner in keeping with the sacred character of Chelsea Square (as same may be amended from time to time, the "Rules of Conduct"). The Seminary reserves the right to further develop or alter Chelsea Square (including The Close) and, therefore, the Seminary reserves the right to limit the time periods during which access will be permitted and designate areas to which access will be restricted. In addition, the Seminary reserves the right to terminate the Residential Unit Owners'(and their Permitted Users') right to use the Licensed Area. Purchasers should note that in the event access to The Close is terminated by the Seminary, then the obligations to pay the User Fee shall likewise terminate. If any Residential Unit

Owner (or Permitted User) fails to observe the Rules of Conduct and/or pay the User Fee, the Seminary, in its sole discretion, may pursue any remedies or proceedings available to it at law or in equity against the defaulting Residential Unit Owner or Permitted Users including, but not limited to, (a) injunctive relief, (b) right to exclude the defaulting party(ies) from the use of The Close during the period of such defaulting parties' offensive conduct and/or (c) payment of fines to Seminary for violation of the Rules of Conduct. Neither Sponsor, its designees, nor the Condominium Board or Managing Agent make any representations as to the Rules of Conduct or any other policies implemented by the Seminary respecting access to The Close or as to whether a particular Residential Unit Owner or Permitted Users of a Residential Unit will be able to access The Close or warrant or guarantee that access to The Close will continue to be available to Residential Unit Owners or their Permitted Users in the future. A copy of the Rules of Conduct will be available for inspection at the office of the Selling Agent. (See a copy of the Seminary Declaration set forth as an Exhibit in Part II of the Plan.)

74. The Units and Common Elements of the Building shall be subject to Sponsor's right and easement to use, lease, license and/or sublicense the Common Elements for the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communications equipment on the Roof and exterior facade of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto. Any satellite dishes or other facilities placed upon the Roof, the exterior facade of the Building or any other portion of the Common Elements by Sponsor, its designee, tenant, assignee or licensee shall be the exclusive property of Sponsor, its designee, tenant, assignee or licensee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto, (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, Maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Community Facility Unit or with the use of the Residential Units for their permitted purposes, (c) changing the facade of the Building pursuant to the Façade Easement granted under Section 16.8 of the Declaration or (d) right to grant such additional electric, gas, water and sewer, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install an air conditioning compressors or other equipment on the Roof or relocate any easements in any portion of the Building or the Property. Clauses (a) through (d) above are collectively referred to as the "Sponsor Easements". The Condominium Board shall be obligated to enter into such lease, license, sublicense or other agreement with Sponsor, at Sponsor's request. If Sponsor enters into any such agreement with the Condominium Board, Sponsor will amend the Plan to disclose same. Sponsor has and shall retain the right to collect a fee for any use, lease, license or sublicense of such space. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor for the use of the Sponsor Easements. The Sponsor Easements may be used by Sponsor for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Sponsor (the "Sponsor Easement Holder"). In the event that there is a change in Sponsor or Sponsor designates any of its Sponsor Easements to a Sponsor Easement Holder (other than Sponsor) the Condominium Board must be provided with written notice advising of same. Sponsor will indemnify and hold the Condominium harmless for any losses/liabilities incurred by the Condominium resulting from its establishment,

use and Maintenance of the Sponsor Easements and shall bear all Maintenance and operation costs therefor. The Sponsor Easements will not expire and will remain in effect after the Sponsor no longer owns any Units in the Building. Notwithstanding anything to the contrary set forth above, in the event the Sponsor Easements are terminated by operation of law or otherwise, the Condominium Board shall have the sole right to same. After the Initial Control Period, the principals of Sponsor identified in the Section of the Part I of the Plan entitled "Identity of Parties" may be contacted with regard to any rights retained by Sponsor at the Building. (See the Section entitled "Rights and Obligations of Unit Owners and Condominium Board of Managers" under the subsection entitled "Easements" and the Declaration set forth as an Exhibit in Part II of the Plan.)

75. Unless caused by a failure of the Sponsor to comply with applicable Law and filed Plans and Specifications, Sponsor is not responsible for nor can it make any guarantees regarding the level or noise or vibrations or odors resulting from the operation of the Building or the Units.

76. No pets other than orderly domestic pets (which includes only small dogs, cats or caged birds and aquarium fish) is permitted (which do not cause a nuisance, health hazard, unsanitary or unsafe condition) may be kept in a Unit without the consent of the Condominium Board or the Managing Agent. Each Unit Owner who keeps any type of pet noted above in such Unit Owner's Unit will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Condominium Board adopted with respect thereto (as may be amended from time to time). In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Condominium Board nor shall any bird, or animal be permitted in any public elevator in the Building, other than the elevators designated by the Condominium Board or the Managing Agent of the Condominium for that purpose, or in any of the public portions of the Condominium, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Condominium Board setting forth such other rules regarding pets as the Condominium Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet. (See a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

77. It is the responsibility of each Residential Unit Owner to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. It is the responsibility of each Residential Unit Owner to install, at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove same until permitted by applicable Law. Sponsor makes no representations whether Residential Unit Owners will comply with the foregoing obligations. (See the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Plan.)

78. Each Purchaser will be obligated to enter into a Power of Attorney at the closing of title to the Residential Unit. The form of Power of Attorney, set forth in Part II of the Plan, grants broad powers to the Condominium Board to enter into agreements affecting the Common Elements. The Power of Attorney also grants to Sponsor certain rights, including the right to amend the Declaration and By-Laws with respect to Unsold Units. (See the form of "Power of Attorney" set forth as an Exhibit in Part II of the Plan.)

79. The proposed insurance coverage and pricing for the First Year of Condominium Operation does not include terrorism insurance. There is no assurance that terrorism insurance will be available in the future or at a price that the Condominium Board would be prepared to spend. It can be reasonably anticipated that without terrorism insurance, in the event of a terrorist attack, the Property would not be insured or would have insufficient insurance to rebuild or repair any damage and Unit Owners could be assessed to cover the costs of restoration and failure to pay such assessment could lead to a foreclosure of the Unit. Notwithstanding the above, the proposed insurance coverage and pricing for the First Year of Condominium Operation, as set forth in Schedule B in Part I of the Plan, is typical for this type of condominium project and is adequate given the size of the Building. In addition, the coverage and pricing for insurance coverage for the First Year of Condominium Operation is part of the Master Package Program for The Brodsky Organization. It can be assumed that the premiums referenced in Schedule B would be higher if obtained "outside" of the Master Package Program. The premiums quoted are projected based on current pricing and cannot be guaranteed. (See Schedule B and the notes annexed thereto set forth in Part I of this Plan for further details.)

80. Purchasers should note that the insurance coverage maintained on behalf of the Condominium does not cover the individual Units or any property contained in a Unit (including without limits, windows facing into each Unit which comprise part of the Unit). Purchasers should refer to the Declaration set forth as an Exhibit in Part II of the Plan for a description of the Units. Pursuant to the By-Laws, each Unit Owner is obligated at the Unit Owner's own cost and expense to obtain and keep in full force and effect (a) commercial personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any Limited Common Element appurtenant thereto or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property plus at least $2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements and betterments and loss due to water damage as well as personal property). The limits of liability and other requirements relative to the Unit Owner's insurance coverage may be modified by the Condominium Board from time to time. It is anticipated that the policies will provide that they cannot be canceled without at least thirty (30) days prior notice to the Condominium Board. The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Condominium Board, as required, the Condominium Board may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Condominium Board may determine in its sole discretion, including, without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in

either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. (See a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

81. With respect to modifications to the Declaration, By-Laws and Rules and Regulations that would affect the permitted uses of the Building or any portion thereof, no such modification shall be effective in any way without the prior written consent of Sponsor or an Unsold Unit Owner if such modification would affect the rights, privileges, easements, licenses or exemptions granted to Sponsor or the Unsold Unit Owner, or otherwise adversely affecting Sponsor or the Unsold Unit Owner. (See the Section entitled "Condominium Board of Managers" set forth in Part I of the Plan.)

82. The Condominium Board, at the request of Sponsor or a Community Facility Unit Owner, will enter into a recognition agreement with any tenant with which Sponsor or a Community Facility Unit Owner has entered into a lease for all or any portion of the Community Facility Unit. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Condominium Board will agree that the rights of the tenants under the lease(s) will not be disturbed in the event of a default by the Community Facility Unit Owner. At the request of a Community Facility Unit Owner, the Condominium Board will also be obligated to provide a Community Facility Unit Owner with an estoppel certificate in form and substance reasonably requested by any lender or tenant thereof. (See the Section of the Plan entitled "Community Facility Unit" set forth in Part I of the Plan.)

83. The Interstate Land Sales Full Disclosure Act, 15 U.S.C. §§1701 et seq. (the "Act") is a Federal Statute that requires sponsors of certain new construction condominiums to file a disclosure statement or property report (the "Report") with the U.S. Department of Housing and Urban Development ("HUD") and provide the Report to prospective purchasers unless the condominium or sale is exempt from this requirement. Unless an exemption applies, the Report must be provided to prospective purchasers in advance of or contemporaneously with the purchaser executing a purchase agreement. Any exemption Sponsor claims is self-determining unless Sponsor states it has previously obtained an advisory opinion from HUD. If Sponsor is required to file a Report for this Condominium and fails to do so, or fails to provide a Purchaser with a Report in advance of the Purchaser executing the Agreement, the Purchaser may be entitled to rescission of the Agreement within two (2) years of executing it. Purchasers are advised to consult with their attorneys regarding the Act and any rights that may be available to them pursuant to it. Sponsor believes that the Condominium is exempt from the Act because the Condominium will contain less than one hundred (100) Units. As more particularly set forth in this Plan, the Condominium will contain a total of thirty-eight (38) Residential Units and one (1) Community Facility Unit. (See a copy of the Agreement set forth as an Exhibit in Part II of the Plan.)

84. The foregoing Special Risks are reasonably believed by Sponsor to involve significant risks to purchasers or be reasonably likely to affect disproportionately or unusually the Common Charges or obligations of Residential Unit Owners in future years of Condominium operation. However the foregoing does not reflect all of the material terms of the offering, which are set forth in detail in the Plan, certain of which may all be deemed by some Purchasers and not others to involve significant risks. Therefore all Purchasers should carefully review the entire

Plan for complete disclosure of the terms before deciding whether or not to purchase a Residential Unit.

INTRODUCTION

A. Sponsor hereby presents this Plan for the conversion to condominium ownership of the Land together with the Building containing thirty-eight (38) Residential Units, one (1) Community Facility Unit and thirty-seven (37) Storage Bins. The Land and the Building are collectively referred to herein as the "Property." The Condominium will be known as "422 West 20th Street Condominium."

B. The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of thirty-seven (37) Residential Units located on Floors 1-5 of the Building. Upon the conveyance of title to a Residential Unit, the Purchaser thereof will be granted a license for the exclusive right to use one (1) of the thirty-seven (37) Storage Bins, to be located in two separate storage rooms below-grade on a portion of the Cellar level of the Building and accessed from the Cellar level corridor, and shall be allocated to Purchasers by Sponsor. Parlor F, located on a portion of the First Floor, is being retained by Sponsor and will be leased to the Condominium Board for the purpose of housing the Resident Manager in accordance with the terms and conditions set forth in this Plan. The Community Facility Unit is not being offered for sale under this Plan.

C. In accordance with the terms and conditions of the purchase and sale agreement to which the Property was acquired, and as part of the consideration paid to Seminary by Sponsor, Sponsor is obligated to convey title to the Community Facility Unit to the Seminary for the nominal amount of one dollar ($1.00). The Seminary has advised that it intends to use the Community Facility Unit as a day care/pre-school; provided, however such Unit may be used for any lawful purposes. Prior to the First Closing, Sponsor intends to apply for a "no-action letter" from the Department of Law, which will enable Sponsor to convey title to the Community Facility Unit to the Seminary "without the protections of an offering plan."

D. The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I sets forth a general description of the Plan and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the Property, certifications of Sponsor and Sponsor's architect, certifications of an expert selected by Sponsor concerning the adequacy of the budget for the First Year of Condominium Operation and certain agreements to which the Condominium will be bound. In addition, Sponsor has filed exhibits to the Plan with the Department of Law, which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information). The Plan, including all Schedules set forth herein and Parts A, B, C and D of the exhibits, constitutes the entire offer of Sponsor. Copies of the Plan and the exhibits will be available for inspection by prospective Purchasers without charge and for copying at reasonable copying fees at Selling Agent's office and at the office of the Department of Law and may be borrowed from Sponsor upon payment of a two hundred ($200) dollar deposit, which amount will be non-refundable. Prices of Residential Units are not subject to approval by the Department of Law or any other government agency. All capitalized terms used in the Plan shall have the meanings ascribed thereto in the Section entitled "Certain Definitions," unless otherwise indicated.

E. All of these documents are important and should be carefully read by prospective purchasers. **PROSPECTIVE PURCHASERS ARE ALSO ADVISED TO CONSULT WITH THEIR OWN ATTORNEYS OR OTHER ADVISERS BEFORE AGREEING TO PURCHASE.**

The Condominium

A. On or about June 29, 2011, Sponsor acquired fee title to the Land and related structures thereon from The General Theological Seminary of the Protestant Episcopal Church in the United States, a religious corporation (the "Seminary"), as evidenced by that certain deed recorded in the Office of the City Register of the City of New York on July 14, 2011 as CRFN 2011000250474.

B. The Building was initially built in approximately 1895-1896 and Sponsor intends to perform the Proposed Renovations as defined in the Special Risks section of the Plan and, as more particularly described in the "Description of Property" set forth as an Exhibit in Part II of the Plan. The Building contains one (1) below-grade level (the "Cellar"). There are five (5) stories above grade. The floors in the Building are named (from bottom to top): First Floor, Floors 2-5 and Roof. Purchasers are advised that all references in the Plan and in marketing materials to "floors" are references to their "marketing" designations and may not correspond to the construction floor designations given to the floors on the plans submitted to the New York City Department of Buildings.

C. As more particularly described herein, the Building will include General Common Elements and Limited Common Elements.

D. The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is the Condominium Act. The Property will be submitted to the provisions of the Condominium Act by Sponsor's recording of the Declaration. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is sold or conveyed. The Condominium will comply with all statutes and regulations.

E. The Condominium will comprise of thirty-eight (38) Residential Units, one of which will be retained by Sponsor and leased to the Condominium Board for use as the Resident Manager's Unit, in accordance with the terms and conditions set forth in the Plan. Thirty-seven (37) Residential Units are being offered for sale under this Plan. There is also one (1) Community Facility Unit which is not being sold at this time. In addition, included in the Purchase Price of each Residential Unit is the right to the exclusive use of one Storage Bin granted by license. In accordance with the terms and conditions of the purchase and sale agreement to which the Property was acquired, and as part of the consideration paid to Seminary by Sponsor, Sponsor is obligated to convey title to the Community Facility Unit to the Seminary for the nominal amount of one dollar ($1.00). The Seminary has advised that it intends to use the Community Facility Unit as a day care/pre-school; provided, however such Unit may be used for any lawful purposes. Prior to the First Closing, Sponsor intends to apply for a "no-action letter" from the Department of Law, which will enable Sponsor to convey title to the Community Facility Unit to the Seminary "without the protections of an offering plan."

J. As part of its Proposed Renovations, Sponsor intends to provide certain amenities, services and facilities at the Condominium for use by the Residential Unit Owners, including, without limitation, Storage Bins, a Fitness Center, Common Laundry Room, Recreation Room, Bicycle Storage Room and a Common Roof Deck. Please refer to the Section of the Plan entitled "Description of Property and Improvements" under the subsection entitled "Services, Facilities and Amenities" set forth in Part I of the Plan and see a copy of the "Description of Property and the Floor Plans each set forth as an Exhibit in Part II of the Plan for further details.

Features of Condominium Ownership

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

B. Subject to certain conditions contained in the By-Laws, each Residential Unit Owner may mortgage such Residential Unit Owner's Residential Unit(s) with such lender and in such amount as the Residential Unit Owner chooses. However, Sponsor makes no representations about the financiability of any Unit. Each Residential Unit is separate and is not subject to the lien of any mortgage placed by other Residential Unit Owners on their respective Residential Units. There are no limitations or restrictions upon the rights of the Community Facility Unit Owner to mortgage the Community Facility Unit. Notwithstanding anything to the contrary above, Purchasers are advised that any sale by Sponsor to a Purchaser shall not be contingent upon financing.

C. A Residential Unit Owner may decorate the interior of its Residential Unit in any way desired except as otherwise provided in the Plan and, subject to compliance with the Declaration and By-Laws, the Rules and Regulations and Law (e.g. all window treatments within a Unit, when viewed from the outside of a window must be white), and will be solely responsible for the cost of Maintenance to such Unit Owner's Residential Unit after Closing.

D. After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes, and after the Units have been separately assessed for taxes, no Unit Owner will be responsible for the payment of, nor will such Unit Owner's Unit be subjected to any lien arising from the non-payment of real estate taxes on other Units. Please refer to the opinion of Podell, Schwartz, Schechter & Banfield LLP and the opinion of Stroock & Stroock & Lavan LLP, counsel to Sponsor, set forth in full in Part I of the Plan, for a discussion regarding the deductibility for federal, New York State and New York City income tax purposes, of real estate taxes and the interest paid on a mortgage, if any, on a Residential Unit.

E. Subject to certain exceptions set forth in Article 8 of the By-Laws, any sale or lease of a Residential Unit together with its Common Interest by a Residential Unit Owner, will be subject to a right of first refusal by (x) Sponsor (or its designee (corporate or otherwise)) until the later of (a) the date on which it has sold all Unsold Units; or (b) the date which is ten years from the date of the First Closing; and (y) the Condominium Board, either by its designee

(corporate or otherwise) or on behalf of the Unit Owners on the same terms and conditions as agreed to by the owner of such Residential Unit and the proposed transferee. The parties respective right of first refusal shall be exercised as more particularly set forth in Article 8 of the By-Laws, which is set forth as an Exhibit in Part II of the Plan. The Condominium Board shall not exercise its right of first refusal to purchase or lease any Residential Unit without the prior approval of a Majority of all Residential Unit Owners. However, no such consent shall be required in the event a designee of the Condominium Board, including without limitation the Seminary, purchases or leases a Residential Unit. The rights of Sponsor shall have priority to the extent both Sponsor (or its designee), and the Condominium Board, either by designee or on behalf of all Unit Owners, seek to purchase or lease such Residential Unit except as set forth below. If either the Condominium Board, on behalf of Unit Owners, or the Sponsor (or Sponsor's designee) elect to exercise their respective right of first refusal to purchase a Residential Unit certain taxes and other monies, which may be the responsibility of the buyer, will be the responsibility of the seller. Notwithstanding anything to the contrary contained hereinabove, Sponsor, the Condominium Board and the Seminary intend to enter into a separate agreement in order to provide the Seminary with the opportunity to purchase a Residential Unit by causing the Condominium Board to exercise its right of first refusal so that the Seminary is its designee. In such event, the Condominium Board will not be required to obtain the approval of a Majority of all Residential Unit Owners and the Sponsor will waive its right of first refusal. Notwithstanding, during the Sponsor ROFR Period, the Condominium Board shall not have the right to appoint a designee (other than the Seminary) to purchase or lease a Residential Unit without first obtaining the written approval of the Sponsor. Other than exercising their respective right of first refusal, neither Sponsor nor the Condominium Board have a right to approve or disapprove prospective purchasers and the By-Laws contain no requirement that such Purchasers be owner-occupants of the Condominium. Notwithstanding anything to the contrary contained hereinabove, Sponsor and the Community Facility Unit Owner may sell or lease all or any portion of their respective Units, without any restriction or limitation imposed pursuant to the Declaration or the By-Laws. (For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the subsection entitled "Sales and Leases of Residential Units" set forth in Part I of the Plan and Article 8 of the By-Laws set forth as an Exhibit in Part II of the Plan.)

F. The Condominium Board will be responsible for deciding all matters solely concerning the Condominium. Matters affecting all Units, Limited Common Elements or affecting the General Common Elements will be decided by the Condominium Board, which shall be comprised of representatives of the Residential Unit Owners and the Community Facility Unit Owner. Sponsor will control the Condominium Board during the Initial Control Period and may control the Condominium Board after the expiration of the Initial Control Period under certain circumstances. Please refer to the Sections of the Plan entitled "Control by Sponsor" and "Board of Managers" in Part I of the Plan.

G. Sponsor currently intends to sell the Residential Units offered for sale under the Plan. However, under the terms of this Plan, Sponsor and the owners of the Community Facility Unit and the Unsold Residential Units have reserved the unconditional right to rent or lease any Community Facility Unit or Unsold Residential Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing such Units for sale at any time, in Sponsor's, the Community Facility Unit Owner's sole discretion, or to use or offer the such

Units for any lawful purpose. Certain Residential Units may be occupied under short-term leases (having a term in excess of thirty (30) days) and less than or equal to one (1) year. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. The By-Laws do not include a provision that after the Initial Control Period, a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Therefore, there is no limit on the number of Purchasers who may purchase for investment rather than personal occupancy and, accordingly, it is possible that a significant portion of Unit Owners will not be residents of the Building and that a significant portion of occupants in the Building may not be Unit Owners. As a consequence of the foregoing, a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners have different economic interest in their Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities. Owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.

H. Proposed Renovations to the Building and Units is being financed by Manufacturers and Traders Trust Company ("M&T" or "Construction Lender"), which financing is secured by, among other things, a mortgage and security agreements (collectively the "Construction Loan".) Sponsor's offer to sell the Residential Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under the terms of such regulations, Sponsor may not declare the Plan effective until Agreements are signed by bona fide purchasers (including investors) for fifteen percent (15%) of the Residential Units offered under the Plan (or approximately 6 Residential Units).

I. As a condition to Construction Lender agreeing to release the individual Units from the lien of the Construction Loan, Sponsor has agreed that upon the establishment of the Condominium, Sponsor will cause each of the members of the Condominium Board appointed by Sponsor to execute and deliver to Construction Lender an undated conditional resignation of each such member, whereby each such member tenders his/her resignation from the Condominium Board. In the event of an event of default by Sponsor under the Construction Loan, the Construction Lender is entitled to give notice to the Condominium Board or any other Person stating that circumstances exist which entitle Construction Lender to exercise in Sponsor's place any particular right, privilege or power, or to receive any credit, refund, profit or other sum of money which Sponsor has the right to exercise or receive under the Condominium Documents. In addition, no single Purchaser (or its Affiliate) may have more than two (2) Units under contract and not more than ten percent (10%) of the total Residential Units may be purchased by buyers of multiple Residential Units (other than Residential Units being used for primary residence purposes) without Construction Lender's prior consent.

J. While Sponsor currently intends to sell all of the Units offered for sale under the Plan, Sponsor has reserved the right to stop marketing such Units and rent Unsold Units. The

Construction Loan does not establish an explicit requirement that the Sponsor sell rather than rent Units.

K. Under the terms of the Construction Loan, Sponsor has agreed that it will not (or allow the members on the Condominium Board appointed by Sponsor to vote or give consent to) (i) taking or omitting to take any action to modify, change, supplement, alter, amend or terminate any of the Condominium Documents (as such term is defined in the Construction Loan), (ii) waive or release any of Sponsor's rights under the Condominium Documents, (iii) vote, give consent or waive any right of Sponsor if the result of such vote or consent or waiver would be to impair the rights of the Construction Lender or the lien of the Construction Loan, (iv) approve (x) any borrowing of money on behalf of the Condominium which would result in the creation of any lien on any portion of the Units, (y) any addition to, or alteration or improvement of, the Common Elements, or (z) decrease the size or subdivide any of the Units or combine any of the Units with any other unit, or (v) cause the Condominium to fail to maintain or diminish in any material respect the insurance policies required to be maintained pursuant to the applicable Condominium Documents.

L. Construction Lender will release a Residential Unit from the mortgages and liens securing the Construction Loan upon: (i) receipt from Sponsor of payment to Construction Lender of a minimum release price as specified in the Construction Loan; (ii) payment of all of Construction Lender's reasonable attorneys' fees and expenses incurred in connection with the release of any Unit; and (iii) receipt of the undated conditional resignations of board members appointed by Sponsor. (See Section entitled "Rights and Obligations of Sponsor" under subsection "Sponsor's Obligations with Respect to the Building" set forth in Part I of the Plan.)

M. As more particularly set forth in the By-Laws, the Condominium Board will have the authority to manage the Condominium, and the Unit Owners will have the right to vote for the members of the Condominium Board. As more particularly set forth in the By-Laws and in accordance with the Condominium Act, Real Property Law Sections 339-i and 339-m, the cost of operating and maintaining the General Common Elements will be Common Expenses borne entirely by the Unit Owners. Common Charges shall also be deemed to include any Special Assessment imposed by the Condominium Board. The Condominium Board will assess the Common Expenses except as otherwise expressly provided in the By-Laws. The Condominium Board cannot change the method of allocation of Common Expenses. Please refer to Schedule B and Schedule B-1 "Estimated Energy Costs", Purchasers should note that the amounts budgeted for projected energy usage are based upon estimates made by Sponsor's consulting engineer. However, in view of the current energy situation, and the fact that energy costs have fluctuated greatly, it is not possible to predict whether the budgeted amount will be sufficient to pay for the actual costs incurred in the First Year of Condominium Operation and actual utility costs and Common Charges may be higher than projected in Schedule B and Schedule B-1.

N. The cost of Alterations to the Common Elements, will be determined by the Condominium Board and assessed against all Unit Owners in proportion to their respective Common Interests. The estimated Common Charges for each Unit for the First Year of Condominium Operation are set forth in Schedule A. (See Schedule A set forth in Part I of the Plan.)

O. After the closing of title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to the Unit, including its fixtures, flooring, wall coverings, appliances, equipment and personal property and improvements and betterments situated within such Unit Owner's and constituting a part of such Unit, as well as liability insurance with respect to occurrences in or about such Unit Owner's Unit. The By-Laws require that each Unit Owner maintain such insurance coverage. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements, in accordance with the provisions of the By-Laws. All Unit Owners must comply with the terms of the Declaration and By-Laws, Rules and Regulations, Alteration Agreement, and any other requirement of the Condominium Board. (See the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers" set forth in Part I of the Plan and a copy of the By-laws set forth as an Exhibit in Part II of the Plan.)

P. There are no limitations on who may purchase Residential Units. Any Purchaser of a Unit which is a Governmental Entity may be required to deposit into escrow an amount equal to one (1) year of Common Charges then in effect to secure their obligations under the Declaration for the payment of Common Charges and/or assessments and otherwise. Sponsor will not knowingly accept an offer of purchase from an individual younger than eighteen (18) years of age or an incompetent under Law. Sponsor is not obligated to offer or sell any Residential Units and may, if it chooses, withhold one or more Residential Units for future sale. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Condominium Board, any Residential Unit Owner, or mortgagee, to refuse to approve and execute an Agreement for any Residential Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, sex, disability, religion, marital status, age, ancestry, national origin or other ground proscribed by Law. No binding obligation will arise for the sale of a Residential Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit thereunder (See the Sections entitled "Procedure to Purchase" and "Terms of Sale" set forth in Part I of the Plan.)

Q. **THE PURCHASE OF A CONDOMINIUM HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM.**

Offering of Residential Units for Sale

A. Sponsor hereby offers for sale under this Plan thirty-seven (37) of the thirty-eight (38) Residential Units located in the Condominium to Purchasers. Sponsor intends to retain one (1) Residential Unit to lease to the Condominium Board for use as the Resident Manager's residence, in accordance with the terms and conditions set forth in the Plan. The purchase prices, estimated Common Charges and estimated real estate taxes for each of the individual Residential Units offered for sale under the Plan are listed in Schedule A." **THESE PURCHASE PRICES CONTAINED IN THE PLAN HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE**

DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY. (See Schedule A set forth in Part I of the Plan.)

B. Floor Plans depicting layouts of the Residential Units offered for sale under the Plan appear in Part II of the Plan. Purchasers should note that the square footage of each Residential Unit as reflected in Schedule A set forth in Part I of the Plan and the Floor Plans for such Residential Units set forth as an Exhibit in Part II of the Plan is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Square footage dimensions set forth in the Plan are based on measurements from exterior walls as is often the case in New York and these square footage areas exceed the usable floor area of each Unit and include columns, mechanical pipes shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Ceiling heights included in the "Description of Property" in Part II of the Plan are estimates only. The clearance between the top of the floor slab on one floor and the top of the floor slab on the next floor will vary among the Units and certain Units may have less clearance than others and all or a portion of certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams, ducts and other mechanical spaces in such Units. Purchasers are advised that the Building is pre-war building and due to its existing condition, finished ceilings may not be level, crown moldings may not match and beams may not align. Ceiling heights within any given room may also vary. Kitchens, bathrooms, hallways, closets, vestibules, foyers and other entrance spaces typically have dropped ceilings. Because dimensions listed are based on measurements from floor slabs, they do not accurately represent the interior space in the Unit and may significantly exceed the actual ceiling heights. Purchasers should carefully inspect the Residential Units prior to entering into an Agreement therefore to determine its actual dimensions, layout, ceiling heights and physical condition. Purchasers are further advised that Sponsor has reserved the right to negotiate with individual Purchasers to perform Custom Work, which may require modifications to Floor Plans for certain Residential Units and accordingly the layout of the Residential Units and Common Elements may vary. (See the Notes to Schedule A set forth in Part I of the Plan and a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

C. Included in the Purchase Price of each Residential Unit is the right to the exclusive use of one Storage Bin to be granted by license. (See Section entitled "Description of Property and Improvements" under the subsection entitled "Services, Facilities and Amenities" set forth in Part I of the Plan and see a copy of the Storage Bin License set forth as an Exhibit in Part II of the Plan.)

D. At Closing, each Purchaser of a Unit will be required to make a contribution to the Working Capital Fund. Such contribution, to be made at the time of Closing of the Unit, shall be in an amount equal to two (2) month's Common Charges in effect at the time of closing for each Unit purchased. (See the Section entitled "Working Capital Fund and Apportionments" set forth in Part I of the Plan.)

E. In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of real estate taxes; interest and amortization payments on the mortgage, if any, which such Purchaser may, at such Purchaser's option obtain; charges for

electricity consumed in such Unit Owner's Unit and the costs for telephone, cable, internet and similar services and the User Fee is such Purchaser wishes to have access to The Close as more particularly discusses in the Special Risks section of the Plan. The charges for electricity consumed by each Unit Owner individually will be separately metered and billed directly to such Unit Owner by the utility provider. Water charges and sewer rents, assessed by The City of New York, will be billed to the Condominium as a Common Expense. The costs and expenses of central heat and gas with respect to the Building, will be included in Common Charges; Unit Owners will be required to pay charges for electricity consumed for air conditioning for each Unit. Schedule A sets forth estimates of the amounts of real estate taxes which will be payable with respect to each Unit. (See the Notes to Schedule A set forth in Part I of the Plan with respect to the bases of such estimates.)

CERTAIN DEFINITIONS

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

"455 Building" shall have the meaning ascribed thereto in Special Risk 50B of the Special Risks Section of the Plan.

"455 Parcel" shall have the meaning ascribed thereto in Special Risk 50B of the Special Risks Section of the Plan

"455 Property" shall have the meaning ascribed thereto in Special Risk 50B of the Special Risks Section of the Plan

"455 Share" shall have the meaning ascribed thereto in Special Risk 50B of the Special Risks Section of the Plan

"455 Sponsor" shall have the meaning ascribed thereto in Special Risk 50B of the Special Risks Section of the Plan.

"ADA" shall mean the Americans with Disabilities Act of 1990 (as may be amended from time to time).

"Affiliate" shall mean an individual or an entity who or which owns more than fifty percent (50%) of the legal and beneficial interest of a Unit Owner, Sponsor or of any partner, an individual or an entity with respect to which either a Unit Owner, Sponsor or any partner owns more than fifty percent (50%) of the legal and beneficial interest, or an entity as to which more than fifty percent (50%) of its legal and beneficial interest is owned by an individual or an entity which owns more than fifty percent (50%) of the legal and beneficial interest of a Unit Owner, Sponsor or of any partner.

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

"Alterations" shall mean alterations, additions, improvements, replacements and/or repairs (capital or otherwise, but other than routine Maintenance) to a Unit, or Common Element, or any portion thereof, whether involving structural work or which impact upon Building systems or non-structural in nature.

"Alteration Agreement" refers to that agreement, substantially in the form contained in Part II of the Plan (or as later adopted by the Condominium Board), to be entered into between the Condominium Board and a Unit Owner in connection with such Unit Owner's (or its agents, employees, contractors or subcontractors) performance of Alterations or other work in or to the Unit or Limited Common Elements appurtenant thereto.

"Building" refers to the structure and improvements including above and below grade segments, known as 422 West 20th Street, a/k/a 420-422 West 20th Street, New York, New York 10011 in which the Units of the Condominium are located.

"By-Laws" refers to the By-Laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration and contained in Part II of the Plan, as same may be amended from time to time.

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

"Closing" or "closing of title" refers to the time, place and procedure by which fee title to a Unit is conveyed from Sponsor to Purchaser by, among other things, the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the purchase price for such Unit pursuant to a fully executed Agreement.

"Closing Date" refers to the date on which a Closing or a closing of title to a Unit occurs.

"Common Charges" refers to amounts payable to the Condominium Board by Unit Owners for the purpose of meeting (a) the cost of the Common Expenses and (b) each Unit Owners' pro rata share of the Common Expenses.

"Common Elements" refers to the General Common Elements and the Limited Common Elements.

"Common Expenses" shall have the meaning set forth in Section 6.1.1 of the By-Laws of the Condominium.

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

"Condominium" refers to 422 West 20th Street Condominium.

"Condominium Abatement Program" refers to a partial abatement of real estate taxes for residential condominiums through Tax Year 2011/12, which ends on June 30, 2012, pursuant to recently enacted revisions to Section 467-a of the New York State Real Property Tax Law.

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

"Condominium Board" refers to the board of managers of the Condominium.

"Condominium Documents" refers to the Declaration, By-Laws, Floor Plans and the Plan and all other related documentation.

"Construction Lender" refers to initially, Manufacturers and Traders Trust Company; and any other lender(s) which participate in financing to be used by Sponsor to perform the Proposed Renovations.

"Construction Loan" refers to mortgages, loans or other security agreements made by the Construction Lender to finance the Proposed Renovations.

"Contingency Fund" refers to a fund for unanticipated expenses not included in Schedule B and for increases in operating expenses above the amounts projected in any budget.

"Controlling Party" refers to the individual controlling a Purchaser which is an entity.

"Custom Work" refers to work that Sponsor may agree to perform, in its sole discretion, including modification of Floor Plans and finishes of certain Units or extras to the Units if requested by individual Purchasers.

"Custom Work Costs" refers to the cost of the Custom Work.

"DCA" refers to the New York City Department of Cultural Affairs.

"Declaration" refers to the instrument creating the Condominium to be recorded in the City Register's Office, together with all schedules and exhibits thereto, as the same may be amended from time to time, the form of which is set forth in Part II of the Plan.

"Department of Law" refers to the New York State Department of Law (a/k/a the Office of the Attorney General).

"Deposit" refers to the deposit in an amount equal to fifteen (15%) percent of the Purchase Price required to be paid by Purchaser under the Agreement.

"DOB" refers to the New York City Department of Buildings.

"DOL Regulations" refers to 13 NYCR Part 20 "Newly Constructed, Vacant or Non-Residential Condominium" which are regulations promulgated by the New York State Department of Law.

"Emergency" refers to any situation where the party taking the action, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unanticipated and/or unforeseeable suspension of any necessary service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building, the Property, the Unit or Unit Owners.

"Escrow Agent" refers to Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, or any successor Escrow Agent at the time in question.

"Estoppel Letter" shall mean a statement from the Condominium Board requested by any seller or purchaser of a Unit setting forth the amount of any unpaid Common Charges accrued against the Unit and that neither seller nor purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement.

"Event of Default" or "default" shall have the meaning ascribed thereto in the Agreement which is set forth in the Agreement set forth in Part II of the Plan.

"Family Members" shall mean the spouse, domestic partner, their children, stepchildren, grandchildren, siblings, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Residential Unit Owner who reside in such Unit Owner's Residential Unit.

"FDIC" refers to the Federal Deposit Insurance Company.

"First Annual Meeting" shall have the meaning ascribed thereto the By-Laws set forth in Part II of the Plan.

"First Closing" refers to the date of the first closing of fee title to a Unit to a Purchaser pursuant to the Plan.

"First Year of Condominium Operation" is estimated to be July 1, 2012 through June 30, 2013, as may be amended from time to time by Sponsor, pursuant to a duly filed amendment to the Plan.

"Floor Plans" refers to the floor plans of the Building, as the same may be amended from time to time, which are approved by the New York City Department of Finance, Division of Land Records, Tax Map Unit and filed with the City Register's Office.

"General Common Elements" refers to those portions of the Land and Building, designated for the common use of all Units, as more particularly defined in the Declaration.

"Government Entity" and "Government Entities" refers to any Purchaser of a Unit which is a government or governmental mission, or a department, agency or consulate of a government, or any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America.

"HPD" refers to the New York City Department of Housing Preservation and Development.

"Initial Control Period" shall have the meaning ascribed to it in Special Risk 41 set forth in the Special Risks section of Part I of the Plan.

"Interim Lease" refers to any lease or use and occupancy agreement entered into by Purchaser or any other persons for a Unit in accordance with the terms of the Plan.

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

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

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

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

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

"Management Agreement" refer to that certain management agreement which will be entered into between Sponsor and Managing Agent or that certain management agreement in effect at the time in question.

"Mansion Tax" refers to the New York State Additional Tax, pursuant to Article 31 of the Tax Law, which is currently one percent (1%) of the Purchase Price to be computed as set forth in the Plan.

"Master Escrow Account" refers to the master escrow account Escrow Agent has established at M&T Bank at its branch located at 350 Park Avenue, New York, New York 10081 entitled Stroock & Stroock & Lavan LLP, Escrow Account No. [redacted].

"NYC RPT Tax" refers to the New York City Real Property Transfer Tax to be computed as set forth in the Plan.

"NYS Tax" refers to the New York State Real Estate Transfer Tax to be computed as set forth in the Plan.

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

"Permanent Certificate of Occupancy" refers to a final certificate of occupancy issued by the New York City Department of Buildings approving the legal use and/or occupancy of the

Building which may be issued when the completed work in the Building complies with the filed Plans and Specifications submitted to the New York City Department of Buildings and applicable Laws, all necessary approvals have been obtained from other City agencies, all fees owed to the Department of Buildings are paid and all relevant violations, if any, are resolved.

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

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

"Permitted Mortgagee" refers to the holder of any Permitted Mortgage.

"Permitted Users" refers to Residential Unit Owners, their tenants, immediate Family Members of such Residential Unit Owners and tenants and, if but only if accompanied by a Residential Unit Owner or tenant or a member of his or her immediate family, their guests and invitees to use portions of The Close, as more particularly provided in the Seminary Declaration set forth as an Exhibit in Part II of the Plan.

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

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

"Power of Attorney" refers to the form of Power of Attorney contained in Part II of the Plan.

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

"Proposed Renovations" shall have the meaning set forth in Special Risk 30A set forth in the Special Risks Section of Part I of the Plan and more particularly described in the "Description of Property" set forth as an Exhibit in Part II of the Plan.

"Purchase Price" refers to purchase prices provided in Schedule A for each Unit, as same may be amended from time to time by Sponsor.

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

"Required Documentation" refers to such applications, permits, certifications, affidavits, forms, agreements, acknowledgments or other documents as may be required to enable the Sponsor to exercise its rights or obligations under this Plan or the Declaration and the By-Laws,

including, without limitation, Sponsor's rights to deal with the available Development Rights and to undertake, perform and complete such work to the Units and Common Elements.

"Residential Mortgage Representatives" shall have the meaning set forth in Section 7.5.1 of the By-Laws.

"Restoration Costs" refers to the reasonable cost to restore a Unit to the condition it was in prior to performance of any Custom Work.

"Roof" refers to the roofs and setbacks which will be delineated as General Common Elements on the Floor Plans which shall include, without limitation, the underlayment, membranes, flashings, gutters, fasteners, pipes, vents, coatings and other roofing material necessary to construct the Roof.

"Rule Against Perpetuities" shall have the meaning ascribed thereto in Section 9.1 of the New York State Estates, Powers and Trusts Law.

"Rules and Regulations" refers to the rules and regulations made in accordance with the By-Laws and attached thereto, as same may be amended by the Condominium Board.

"Seminary" refers to The General Theological Seminary of the Protestant Episcopal Church in the United States.

"Seminary Declaration" refers to that certain Declaration made by the Seminary for the benefit of the Permitted Users to use portions of the Close, as more particularly set forth as an Exhibit in Part II of the Plan.

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

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

"Schedule B-1" refers to Schedule B-1 – Estimated Energy Costs, set forth in Part I of the Plan.

"Selling Agent" refers to Corcoran Sunshine, having an address at 888 Seventh Avenue, New York, New York 10019, or any successor selling agent at the time in question.

"Signs" refer to any signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like permitted by Law which may be placed on the Property for the purposes of advertising the sale of any Unit (or any portion thereof), the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

"Special Assessments" shall have the meaning ascribed thereto in Section 6.1.6 of the By-Laws.

"Sponsor" refers to 420 West 20th Street LLC, a New York limited liability company, and its successors, assigns or designees.

"Sponsor Contribution Period" shall have the meaning ascribed thereto in Special Risk 50C of the Special Risks Section of Part I of the Plan.

"Sponsor Control Period" shall have the meaning ascribed to it in Special Risk 41 set forth in the Special Risks Section of Part I of the Plan.

"Sponsor ROFR Period" shall have the meaning ascribed to it in Special Risk 2 set forth in the Special Risks section of Part I of the Plan and in Article 8 of the By-Laws set forth as an Exhibit in Part II of the Plan.

"Storage Bins" shall mean any Storage Bin located below-grade, on a portion of the Cellar level of the Building, as more particularly shown on the Floor Plan set forth as an Exhibit in Part II of the Plan, and shall include the structural framework and materials out of which the Storage Bin is constructed. Each Storage Bin shall be deemed a General Common Element of the Condominium. Any reference in the Plan to "the exclusive use of a Storage Bin by a Residential Unit Owner" shall mean that Residential Unit Owner has entered into a license for use of a Storage Bin.

"Storage Bin License" refers to the license to be granted to a Purchaser of a Residential Unit or a Residential Unit Owner evidencing the Purchaser or Residential Unit Owner's right to use a Storage Bin in the form set forth as an Exhibit in Part II of the Plan.

"Storage Bin Rider" is a rider to the Agreement set forth as an Exhibit in Part II of the Plan.

"Temporary Certificate of Occupancy" refers to a certificate of occupancy issued by the New York City Department of Buildings which (i) approves the legal use and/or occupancy of the Building or any of the Units or portion of the Building and/or Units thereof and (ii) is temporary and subject to expiration.

"Terrace(s)" refers to, if applicable, terraces and/or balconies appurtenant to certain Residential Units.

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

"Unit" or "Condominium Unit" refers to a Unit as more particularly designated in the Declaration and the Floor Plans and all such Units are collectively referred to as "Units."

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

"Unit Owner Expenses" shall be defined as those expenses set forth as "Unit Owner Expenses" under the terms of the By-Laws and which shall be the sole obligation of the Unit Owner on whose behalf the expenses are incurred. For illustration purposes only the cost of sub-metered utilities that are not part of Common Charges and the User Fee charged for access to the Close pursuant to the Seminary Declaration. The cost of any services provided to a Unit Owner other than services that are charges as part of Common Charges shall be a Unit Owner Expense.

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

"Unsold Unit Owner" refers to the owner of an Unsold Unit.

"Waiver Period" refers to the period of time prior to full occupancy of the Building during which the Sponsor, at its sole option, may elect to pay the Waiver Period Expenses.

"Waiver Period Expenses" refers to the actual costs and expenses required to actually operate the Building during the Waiver Period (including, without limitation, insurance premiums) but do not include real estate taxes or contributions to the Contingency Fund.

"Working Capital Fund" refers to the fund which the Condominium Board shall maintain which will be used for working capital or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges collected from each Unit.

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

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Proposed Renovations to Building and Units

A. The Property is situated on a parcel of land located on the south side of West 20th Street between Ninth and Tenth Avenues, in the Borough of Manhattan, and includes an existing five (5) story building (the "Building") that was built in approximately 1895-1896. The main entrance and the residential lobby of the Building is located on West 20th Street. There are two (2) other entrances located on West 20th Street that are to be used exclusively by the owners of Parlor B and Parlor F, respectively. There is also a separate exterior entrance located on West 20th Street for the exclusive use of the Community Facility Unit Owner. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

B. Sponsor is in the process of making certain repairs, renovations and replacements to certain portions of the Building and Units which is briefly mentioned hereinbelow and more particularly described in the "Description of Property" set forth as an Exhibit in Part II of the Plan (the "Proposed Renovations"):

(i) exterior renovation of the Building which will include, but not necessarily be limited to, removing existing fire escapes from north/south facades and internal courtyard shaft ways, cleaning, repairing and repointing masonry as required by applicable Law, removing loose and peeling paint from the facade and shaftways and repainting these areas. Three (3) existing rear basement access stairways will be removed, the masonry openings closed and the stairwells filled to grade with soil. A new rear yard perimeter wooden panel fence will be installed. On the Building's Roof a new exterior grade deck with railing and steps will be constructed;

(ii) the interior renovation of the Building will include, but not necessarily be limited to, new entrance and vestibule doors, an intercom system and construction of a lobby reception on a portion of the First Floor of the Building. New electrical service and distribution throughout the Building, new air conditioning systems in corridors and Common Elements and (2) new elevator cab interiors and mechanical repairs will also be provided. Common Elements, stairwells and corridors will receive new floor/wall finishes and lighting. On Floors 1–5 of the Building a new "trash/recycling" room will be constructed in each corridor housing a trash chute vertically connected to a newly installed compactor in the Cellar level of the Building; and

(iii) the Residential Unit renovations will include, but not necessarily be limited to, the installation of a central air conditioning system, new hardwood flooring in the kitchen, living and bedroom areas, new kitchen cabinets with stone countertops and new appliances including cooktop, wall oven, range hood, microwave oven, refrigerator and dishwasher. Certain Residential Units, but not all, will also have garbage disposals, washing machines and dryers. Bathrooms will be renovated and contain

new tiled walls / floors, new toilet fixtures, vanity, storage cabinet and plumbing fittings. The existing baseboard heating will be retained with new radiant heating units in the bathrooms. Walls and ceilings will be repaired as required by applicable Law, entry/interior doors and hardware will be replaced and all appropriate surfaces will be newly painted. New lighting fixtures will also be installed. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan for details regarding the Proposed Renovations.)

C. Upon completion of the Proposed Renovations, the Condominium will contain thirty-eight (38) Residential Units and one (1) Community Facility Unit, including, without limitation, a Fitness Center, Storage Bins, Common Laundry Room, Recreation Room, Bicycle Storage Room and Common Roof Deck for use by the Residential Unit Owners in accordance with and subject to the terms and conditions set forth in this Plan.

D. It is anticipated that the Proposed Renovations to the Building will be substantially completed by July, 2014, unless delayed by weather, strikes, lockout, acts of God, shortage or inability to obtain materials, equipment or labor, governmental restriction or preemption, damage by fire or the elements or any other causes beyond the control of Sponsor. The Proposed Renovations will be performed in accordance with the Plans and Specifications and all applicable zoning and building Laws and other government requirements. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

E. As with any program of repairs, renovations and replacements of an existing pre-war building, Sponsor may be required to alter the Plans and Specifications of the Proposed Renovations to address existing conditions uncovered in the course of renovation. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. In addition, Sponsor reserves the right to expand the scope of the Proposed Renovations (including, without limitation, the right to create lot line windows). Any such material modifications or addition will be disclosed in an amendment to the Plan and, if such modifications or additions are materially adverse to Purchasers, such Purchasers will be given an opportunity to rescind their Agreements.

F. Renovating an existing building is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first years of Condominium operation, construction workers and related personnel will be at the Property from time to time completing the Proposed Renovations, making adjustments and corrections and performing various tasks related to the completion of the Proposed Renovations, which may occur at all hours and could compromise the Building's security systems. During this period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, security, ventilating and elevators, may need to be shut down temporarily. Sponsor will have the right to and may utilize elevators and other building systems and may install and retain

scaffolding and other equipment on and in the Building to complete the Proposed Renovations. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular portion of the Building is complete or a particular floor is fully occupied by Unit Owners.

G. The Condominium Board may refuse to permit a Residential Unit Owner to perform Alterations in or to a Unit until such time as the Proposed Renovations has been completed and a Permanent Certificate of Occupancy has been obtained therefor. Any Alterations performed by a Residential Unit Owner must be performed in accordance with the provisions of the By-Laws and each Residential Unit Owner shall be required to enter into an Alteration Agreement with the Board substantially in the form contained in Part II of the Plan, or such other form of alteration agreement as may be adopted by the Board. As more particularly set forth in the Alteration Agreement, the Residential Unit Owner performing such Alterations shall be obligated (unless otherwise waived in writing by the Board) to (i) provide a security deposit to the Board, in such amount as determined by the Board, in its sole discretion, which security deposit shall be held as security for the faithful performance and observance by Unit Owner of the terms and conditions of the Alteration Agreement, and (ii) pay a processing fee to the Managing Agent for its review of the proposed plans, which processing fee is currently $350.00, and (iii) pay any other review fees required under the Alteration Agreement or adopted by the Board from time to time. All services required to be provided by Law (if any) shall be provided as of the date of the First Closing. Certain services, such as telecommunications, cable, internet and other similar services shall be provided no later than one (1) year after First Closing. Such services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor; provided however that Sponsor has the sole right to initially select such outside suppliers in its sole discretion. Sponsor does not know whether or not there may be other outside suppliers who could possibly provide these services upon equal or better terms and conditions and makes no representations or guarantees with respect thereto.

H. Certain amenities being provided at the Building for use by Residential Unit Owners, such as the Storage Bins, Fitness Center, Common Laundry Room, Recreation Room, Bicycle Storage Room and Common Roof Deck, may not be available for use as of the First Closing, or the date that a Purchaser closes title to its Unit, provided however that same shall be provided no later than one (1) year after First Closing. The fact that such portions of the Building have not been completed or are not available for use by Unit Owners is not a basis for a Unit Owner to refuse to close title to the Unit, delay the Closing or receive any abatement or credit against the Purchase Price. Purchasers should be aware that they may be required to close title to their respective Units while construction of the Proposed Renovations is continuing, possibly, for extended periods of time, and that noise, dust, vibrations and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units.. In the event that Sponsor exercises its unconditional right under the Plan to rent or lease Residential Units (rather than convey title to same), the date on which title to fifty (50%) percent of the Units have been conveyed may be at a later date than it would have been had Sponsor initially conveyed title, rather than leased, the Units.

I. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may delay the closing of title to certain Residential Units or

lines of Residential Units until such hoists, elevators or temporary facilities are no longer needed and are removed. Purchasers of such Residential Units shall remain obligated to purchase such Residential Unit and pay the balance of the Purchase Price notwithstanding any such delay.

J. During the period when Sponsor is completing the Proposed Renovations, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. The first Temporary Certificate of Occupancy may be issued for some but not all of the Residential Units and Sponsor may complete the Proposed Renovations to certain Residential Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Residential Units while Proposed Renovations in other Residential Units is continuing, possibly, for extended periods of time, and that noise, dust, vibrations, odors and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units.

K. Under the present construction schedule it is anticipated that, a first Temporary Certificate of Occupancy with respect to certain portions of the Building, but not the entire Building, will be obtained on or about July, 2012, subject to Unavoidable Delays and except for finishing work to stairways, hallways and other Common Elements of the Building, which are not intended for the exclusive use of any particular Unit Owner and any Custom Work, the Proposed Renovations to the Residential Units will be substantially completed by July, 2013 and Sponsor does not, however, warrant or guarantee the foregoing completion or occupancy dates for the Building. The first Temporary Certificate of Occupancy may issue for some but not all of the Units and Sponsor may complete the Proposed Renovations to certain Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Units while Proposed Renovations are continuing to be performed in other Units, possibly, for extended periods of time and that noise, dust, vibrations, odors and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units. (See the Section entitled "Description of Property and Improvements," under the subsection "Proposed Renovations to Building and Units" in Part I of the Plan.)

L. Purchasers are advised that in New York City it is common for newly constructed condominium projects, and newly renovated buildings being offered as condominiums, to be issued several successive Temporary Certificates of Occupancy for the building before a Permanent Certificate of Occupancy covering the entire building is issued. It is also common for sponsors of such projects to commence unit closings when some or all units are covered by a Temporary Certificate of Occupancy rather than a Permanent Certificate of Occupancy. Sponsor anticipates this scenario may occur. Sponsor will undertake to extend each Temporary Certificate of Occupancy received prior to expiration thereof, and ultimately to obtain a Permanent Certificate of Occupancy covering the building. Unit Owners and the Condominium Board, if not in control by Sponsor, shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. As described in greater detail in this Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a Permanent Certificate of Occupancy. However, the Temporary Certificate of Occupancy may lapse for reasons outside Sponsor's control. In the absence of a Permanent Certificate of Occupancy or Temporary Certificate of Occupancy, it is unlawful to reside in or rent a unit and will be difficult for owners or purchasers to obtain financing or pass clear title. Purchasers wishing to obtain

additional information and recommendations about buying a condominium unit covered by a Temporary Certificate of Occupancy rather than a Permanent Certificate of Occupancy are encouraged to visit the Department of Buildings website (Consumer Tips).

M. Except as otherwise expressly provided under the Plan with respect to the Proposed Renovations or as may be agreed upon in writing between Sponsor and Purchaser regarding Custom Work, the Units are being sold "AS IS" in the condition in which they exist at the time a Purchaser signs an Agreement, subject to ordinary wear and tear and further subject to Sponsor's obligation to maintain the Building until the First Closing. All personal property located within a Unit on the date the Agreement is signed that is owned by Sponsor is included in the conveyance, unless specifically excepted in this Plan. Notwithstanding the foregoing, Sponsor is obligated to perform the Proposed Renovations and any other work contemplated under the Plan to the Building in accordance with all applicable codes and Plans and Specifications, and any conflict between the disclaimers and the Sponsor's obligation to perform the Proposed Renovations to the Building and Units in accordance with all applicable codes and Plans and Specifications shall be resolved in favor of the latter, except in all instances where the code in question is inapplicable because of the age of the Building. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. Sponsor's obligation, regardless of any limitations set forth in this Plan, cannot go below the duty to perform the Proposed Renovations to the Building and Units in accordance with all applicable codes, Plans and Specifications and that any conflict between the disclaimers and the Sponsor's obligations to perform the Proposed Renovations to the Building and Units in accordance with all applicable codes and Plans and Specifications shall be resolved in favor of this Plan. The Housing Merchant Implied Warranty Law (the "Law"), under Article 36-B of the General Business Law, pertains to warranties on the sale of certain new construction homes. Purchasers are advised that this Property is not a new construction project, but rather an existing Building to which Sponsor intends to perform certain Proposed Renovations. This Law may be applicable to the Proposed Renovations made by Sponsor to the Residential Units offered for sale under this Plan. Pursuant to the terms of the Law, the Sponsor is giving a Limited Warranty to Purchasers as to the Proposed Renovations of such Residential Units. Certain limitations contained in the Limited Warranty are noted as follows: (i) the Limited Warranty provides coverage for the first Residential Unit buyer only; (ii) the Limited Warranty provides coverage with respect to the Proposed Renovations performed by Sponsor to the Residential Unit offered for sale under this Plan, as more particularly set forth in the "Description of Property" set forth as an Exhibit in Part II of the Plan; (iii) Sponsor's liability is limited to ten (10%) percent of the Purchase Price of the Residential Unit purchased; (iv) any claim for damages made by a Purchaser is to be reduced by any insurance proceeds received by the Purchaser with respect to such claim; (v) incidental, special, consequential or other indirect or similar damages are excluded; and (vi) detailed procedures must be followed for giving notice of a warranty claim to Sponsor and for commencing a lawsuit against Sponsor. (See the Section entitled "Rights and Obligations of Sponsor" under the subsection entitled "Sponsor's Obligations with Respect to the Building" in Part I of the Plan and a copy of the full text of the Law and the form of Limited Warranty set forth as a rider to the Agreement which are all set forth as Exhibits in Part II of the Plan.)

N. Except as noted hereinbelow, Sponsor makes no representations or warranties regarding building construction in the geographic area of the Condominium or whether the existing structures in the area will remain. Purchasers are advised that adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Residential Unit or Terraces (if any). In addition, Sponsor shall not be responsible for obstructed and/or adversely impacted views from Residential Units or Terraces (if any) located on the lower floors of the Building due to trees, landscaping and/or lamp posts erected at the street level. Purchasers are advised that an Affiliate of Sponsor, referred to in this Plan as 455 Sponsor, expects to acquire title to the 455 Property, a certain parcel of land located across the street from the Condominium, and having the street address 455 West 20th Street. The owner of the 455 Property intends to build a new construction a six (6) story residential condominium thereon. (See Special Risk 50B below regarding the 455 Property.)

O. Recreational facilities and areas for the exclusive use of the Residential Unit Owners and their guests and tenants will be located in the Cellar level, First Floor, and on a portion of the Roof of the Building. The recreational facilities include a Fitness Center, Storage Room and Bicycle Storage Room located on the Cellar level of the Building and the recreational area includes a Common Roof Deck located on the northeast and on the northwest portions of the Roof with a connecting walkway between the two. Upon the conveyance of a Residential Unit by Sponsor, the Purchaser thereof will have the right to use these recreational areas, subject to the provisions of the Declaration and By-Laws of the Condominium and to any rules and regulations promulgated from time to time by the Condominium Board, including, without limitation, restriction on hours of operation and the use thereof by persons under a certain age and the Condominium Board reserves the right to collect a fee, for its benefit, for the use of such recreational facilities and areas or other use fees it collects in connection with the use of such recreational facilities and areas. Such recreational facilities will not be available for use by the Community Facility Unit Owner, its guests or tenants. Neither Sponsor nor the Condominium Board shall be liable for any theft or damage to any personal property, unless due to the gross negligence of such party.

P. Sponsor has engaged SLCE Architects LLC, as architects for the Building, Avcon Engineering, PC, as mechanical, electrical and plumbing engineers of the Building and Robert Silman Associates as structural engineer of the Building. (See the Section entitled "Identity of Parties" set forth in Part I of the Plan.)

Q. (i) Proposed Renovations to the Building and Units is being financed by Manufacturers and Traders Trust Company ("M&T" or "Construction Lender"), which financing is secured by, among other things, a mortgage and security agreements (collectively the "Construction Loan".) Sponsor's offer to sell the Residential Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under the terms of such regulations, Sponsor may not declare the Plan effective until Agreements are signed by bona fide purchasers (including investors) for fifteen percent (15%) of the Residential Units offered under the Plan (or approximately 6 Residential Units).

(ii) As a condition to Construction Lender agreeing to release the individual Units from the lien of the Construction Loan, Sponsor has agreed that upon the establishment of the Condominium, Sponsor will cause each of the members of the Condominium Board

appointed by Sponsor to execute and deliver to Construction Lender an undated conditional resignation of each such member, whereby each such member tenders his/her resignation from the Condominium Board. In the event of an event of default by Sponsor under the Construction Loan, the Construction Lender is entitled to give notice to the Condominium Board or any other Person stating that circumstances exist which entitle Construction Lender to exercise in Sponsor's place any particular right, privilege or power, or to receive any credit, refund, profit or other sum of money which Sponsor has the right to exercise or receive under the Condominium Documents. In addition, no single Purchaser (or its Affiliate) may have more than two (2) Units under contract and not more than ten percent (10%) of the total Residential Units may be purchased by buyers of multiple Residential Units (other than Residential Units being used for primary residence purposes) without Construction Lender's prior consent.

(iii) While Sponsor currently intends to sell all of the Units offered for sale under the Plan, Sponsor has reserved the right to stop marketing such Units and rent Unsold Units. The Construction Loan does not establish an explicit requirement that the Sponsor sell rather than rent Units.

(iv) Under the terms of the Construction Loan, Sponsor has agreed that it will not (or allow the members on the Condominium Board appointed by Sponsor to vote or give consent to) (i) taking or omitting to take any action to modify, change, supplement, alter, amend or terminate any of the Condominium Documents (as such term is defined in the Construction Loan), (ii) waive or release any of Sponsor's rights under the Condominium Documents, (iii) vote, give consent or waive any right of Sponsor if the result of such vote or consent or waiver would be to impair the rights of the Construction Lender or the lien of the Construction Loan, (iv) approve (x) any borrowing of money on behalf of the Condominium which would result in the creation of any lien on any portion of the Units, (y) any addition to, or alteration or improvement of, the Common Elements, or (z) decrease the size or subdivide any of the Units or combine any of the Units with any other unit, or (v) cause the Condominium to fail to maintain or diminish in any material respect the insurance policies required to be maintained pursuant to the applicable Condominium Documents.

(v) Construction Lender will release a Residential Unit from the mortgages and liens securing the Construction Loan upon: (i) receipt from Sponsor of payment to Construction Lender of a minimum release price as specified in the Construction Loan; (ii) payment of all of Construction Lender's reasonable attorneys' fees and expenses incurred in connection with the release of any Unit; and (iii) receipt of the undated conditional resignations of board members appointed by Sponsor. (See Section entitled "Rights and Obligations of Sponsor" under subsection "Sponsor's Obligations with Respect to the Building" set forth in Part I of the Plan.)

R. Sponsor reserves the right to amend or modify the Plans and Specifications in any way not material to this offering or in a manner disclosed in this offering, including, without limitation, changing materials, appliances, equipment, fixtures and other construction and design details set forth therein or in the "Description of Property" set forth in Part II of the Plan and to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality, except that no change will be made in the size or number of Units or their respective percentages of Common Interest except by amendment to the Plan and the

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

S. Except as described in the "Description of Property" set forth as an Exhibit in Part II of the Plan, Sponsor makes no representations or guarantees or assurances regarding the condition of the Property and has no specific knowledge about problems with or needed repairs to the Building.

Residential Units

A. Subject to the rights of Sponsor to change the number of Units, there will be a total of thirty-eight (38) Residential Units situated on the First Floor through and including the Fifth Floor of the Building and one (1) Community Facility Unit situated on a portion of the Cellar level of the Building. Descriptions of the Units are provided for in the "Description of Property" set forth as an Exhibit in Part II of the Plan. (See also a copy of Schedule A and the Section entitled "Changes in Prices and Units" set forth in Part I of the Plan.)

B. Except as otherwise agreed by the parties pursuant to the Agreement, the Units will be delivered to Purchasers with a finish coat of paint. Each Purchaser will be obligated to do all other painting and decorating of the Unit at such Unit Owner's own cost and expense. Until such time as the Proposed Renovations are complete, including the completion of any "punch list" work, (i) the Condominium Board may refuse to permit a Residential Unit Owner to perform Alterations in its respective Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor; and (ii) no Unit Owner or the Condominium Board shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing the Proposed Renovations on behalf of Sponsor, without the written permission of Sponsor. In addition, the prosecution of the work necessary to complete the Proposed Renovations, including the completion of "punch list" work by or on behalf of Sponsor, shall take precedence over the prosecution of any other work being performed at the Building or to a Unit.

C. Any Alterations performed by a Residential Unit Owner must be performed in accordance with the provisions of the By-Laws and each Residential Unit Owner shall be required to enter into an Alteration Agreement with the Condominium Board. Under such Alteration Agreement, the Residential Unit Owner performing such Alterations shall be obligated (unless otherwise waived in writing by the Condominium Board) to (i) provide a security deposit to the Condominium Board, in such amount as determined by the Condominium Board, in its sole discretion, which security deposit shall be held as security for the faithful performance and observance by Residential Unit Owner of the terms and conditions of the Alteration Agreement, and (ii) pay a processing fee to the Managing Agent for its review of the proposed plans and (iii) pay any other review fees then required under the Alteration Agreement or adopted by the Condominium Board from time to time. (See the Section entitled "Rights and Obligations of Sponsor" set forth in Part I of the Plan and see a copy of the By-Laws and form of Alteration Agreement each set forth as an Exhibit in Part II of the Plan.)

D. In the event of any discrepancy or conflict between the "Description of Property" set forth as an Exhibit in Part II of the Plan and the Plan, the "Description of Property" shall

govern. The manufacturer, model number and specifications for all fixtures, appliances and equipment provided in the sale of a Unit are contained in the "Description of Property" set forth as an Exhibit in Part II of the Plan. As more fully set forth under the Section entitled "Description of Property and Improvements" under the subsection entitled "Proposed Renovations to Building and Units," in Part I of the Plan these fixtures, appliances and equipment are subject to change by Sponsor. Sponsor reserves the right to amend or modify the Plans and Specifications in any way not material to this offering or in a manner disclosed in this offering, including, without limitation, changing materials, appliances, equipment, fixtures and other construction and design details set forth therein or in the "Description of Property" set forth as an Exhibit in Part II of the Plan and to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality, except that no change will be made in the size or number of Units or their respective percentages of Common Interest except by amendment to the Plan and the Declaration, if applicable. None of the foregoing shall give rise to a right of rescission on the part of any Purchaser and may be made without prior notice or amendment to the Plan. In addition, Sponsor may negotiate to make modifications or changes in any Unit or to do Custom Work therein or to provide different or additional fixtures, appliances, equipment, furnishings or decorations, provided that Sponsor shall not be bound to do so unless agreed to by Sponsor in a written instrument which is incorporated in a rider to the Agreement. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

E. Sponsor reserves the right, without the permission of the Condominium Board and without prior notice or amendment to the Plan, to use or grant permission for the use of any Unsold Unit or Common Element on any floor of the Building for any purpose, including, without limitation, as model units, sales, rental (long or short term rental) and/or promotion offices in connection with the sale or rental of the Units for the Building and any other building in which Sponsor or principals of Sponsor have an interest, for storage, administrative purposes, professional use, transient hotel, timeshare or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Unit (subject to Sponsor's right to amend the certificate of occupancy to conform to such use as provided in the Declaration and By-Laws), and the use of such Unit complies with all applicable governmental regulations with respect to such use.

F. In the event Sponsor thereafter elects to sell any Unsold Units that are used as a model unit, Sponsor may require Purchaser thereof to purchase all or any of the furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper and the like located therein and pay, in addition to the Purchase Price for such Unsold Unit, such amounts as Sponsor determines in its sole discretion. Such model units will be sold "AS-IS" in the condition in which they exist at the time such Purchaser signs an Agreement and Sponsor shall not be responsible for any normal wear and tear of such model units. Purchasers are advised that such model units may not conform to either the "Description of Property" set forth as an Exhibit in Part II of the Plan nor certain requirements otherwise applicable to the use of the Unit (e.g. all window treatments within a Unit, when viewed from the outside of the window must be white) which are set forth in the Declaration and By-Laws each set forth as an Exhibit in Part II of the Plan.

G. Purchasers are hereby advised that in no event shall the presence of any furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall

coverings, wall paper or the like in any model unit or in any Common Element or in any advertisements or renderings with respect thereto, imply or represent that any Unit offered for sale under the Plan will also contain such furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like upon delivery of a Unit offered for sale under the Plan to Purchaser unless Sponsor agrees to and Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the Purchase Price for such Unit offered for sale under the Plan. (See Sections of the Plan entitled "Rights and Obligations of Sponsor" and "Rights and Obligations of Unit Owners and the Condominium Board of Managers" set forth in Part I of the Plan under the subsection entitled "Use of Units" and see a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

H. A Residential Unit Owner may only use such Residential Unit Owner's Residential Unit for residential purposes consistent with the terms of the Declaration and By-Laws and local zoning ordinance, as amended from time to time, any other applicable ordinance or statute, and any regulation of a governmental authority with jurisdiction over the Condominium, including, but not limited to, local building codes and the Multiple Dwelling Law, as such statutes, ordinances and regulations may be amended from time to time, but in no event may a Unit Owner use such Unit Owner's Unit for a use violative of the Declaration and By-Laws. (See a copy of the Declaration and the By-Laws each set forth as an Exhibit in Part II of the Plan.)

I. The current zoning Law permits a person who resides in a Unit to use up to 25% of the floor area of such Unit Owner's Unit (but in no event to exceed 500 square feet) for certain home occupations including a fine arts studio, professional offices (e.g., lawyer, doctor or dentist) and teaching of not more than four persons. Sponsor makes no representation as to whether a particular occupation or proposed use qualifies as a permitted use and Purchasers are advised to consult their own counsel with respect to such matters. No transient tenant may be accommodated in a Unit, except in Unsold Units, as permitted by Law. Such home occupation use may only be engaged in with the consent of the Condominium Board or by Sponsor, as more particularly provided in the By-Laws. (See a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

J. As more particularly described in the Section of the Plan entitled "Community Facility Unit" set forth in Part I of the Plan and in the Declaration, a copy of which is set forth as an Exhibit in Part II of the Plan, the Community Facility Unit will be situated on a portion of the Cellar level of the Building. Pursuant to the terms of the Contract, and as part of the consideration for conveying the Property to Sponsor, the Sponsor is obligated to convey fee title to the Community Facility Unit to the Seminary for the nominal amount of one dollar ($1.00). The Seminary has advised that it intends to use the Community Facility Unit as a day care/pre-school; provided, however such Unit may be used for any lawful purposes. Prior to the First Closing, Sponsor intends to apply for a "no-action letter" from the Department of Law, which will enable Sponsor to convey title to the Community Facility Unit to the Seminary "without the protections of an offering plan." No representation is made with respect to the continued ownership of all or any portion of the Community Facility Unit or as to who the tenants or occupants of any portion of the Community Facility Unit may be at any time or as to the uses to which any portion of the Community Facility Unit may be put at any time (except that the Community Facility Unit may be used for any lawful purpose or as otherwise limited by the

Plan.) The use of the Community Facility Unit may generate noise, traffic fumes, vibrations or other disturbances over which the Condominium Board and Residential Unit Owners will have no control.

Resident Manager's Unit

A. At or subsequent to the First Closing, Sponsor will enter into a lease with the Condominium Board for Parlor F in the Condominium, the form of which is contained as an Exhibit set forth in Part II of the Plan (the "Resident Manager Unit Lease") to be used as the Resident Manager's residence (the "Resident Manager's Unit"). The lease for the Resident Manager's Unit will be for a five (5) year period beginning as of the First Closing (the "Lease Term"). The rent for the Resident Manager's Unit will be $54,000 per year ($4,500 payable monthly), for the first two (2) years; and $58,200 per year ($4,850 payable monthly) for the remaining three (3) years of the Lease Term (the "Rent"). The costs of utilities, telephone, and parking attributable to the Resident Manager's Unit will be borne by the Condominium Board as a Common Expense and are estimated to be approximately $9,700 for the First Year of Condominium Operation (subject to paragraph E below). In addition, the total costs of employing the Resident Manager (including, without limitation, wages, benefits and insurance ("Labor Costs") are approximately $109,888 for the First Year of Condominium Operation ($9,157.33 payable monthly). The Labor Costs, together with the Rent and utilities, telephone and parking for the Resident Manager Unit are collectively, referred to as the ("Resident Manager Costs"). (See a copy of Schedule B "Projected Condominium Budget for the First Year of Condominium Operation" set forth in Part I of the Plan.)

B. Sponsor anticipates that the Resident Manager's services (the "Resident Manager's Services") will be shared with a building (the "455 Building") to be constructed on a parcel located across the street from the Condominium, having a street address of 455 West 20th Street (the "455 Parcel" and collectively, the "455 Property"). Chelsea 234 Properties, LLC, an Affiliate of Sponsor (the "455 Sponsor"), expects to acquire title to the 455 Parcel pursuant to the terms of a contract dated November 29, 2010 between 455 Sponsor and the Seminary. 455 Sponsor or its designee currently intends to construct the 455 Building as a residential condominium containing approximately twenty-five (25) residential units. If the 455 Sponsor or its designee elects, in its sole and absolute discretion to have the Resident Manager "share" the Resident Manager Services at any time within five (5) years of the First Closing the Resident Manager Costs shall be allocated equally among the Condominium and the 455 Sponsor or its designee, with each party paying fifty (50%) percent of the Resident Manager Costs (the "455 Share"). Notwithstanding anything to the contrary set forth above, neither Sponsor nor 455 Sponsor is under any obligation to construct the 455 Building, or if constructed, to submit the 455 Property to a condominium regime. Sponsor makes no guarantees or warranties regarding the timing or completion of construction of the 455 Building or whether the 455 Property will be submitted to a condominium regime or will require the Resident Manager Services. (See a copy of the form of Shared Services Agreement is set forth as an Exhibit in Part II of the Plan.)

C. If and to the extent that the 455 Sponsor or its designee has not elected to "share" the Resident Manager's Services as of the First Closing, Sponsor has agreed to reimburse the 455 Share to the Condominium until the earlier to occur of (i) the date that the 455 Sponsor has elected to share the Resident Manager's Services and pay the 455 Share of the Resident Manager

Costs, or (ii) three (3) years from the First Closing (the "Sponsor Contribution Period"). Upon the expiration of the Sponsor Contribution Period, in the event that the 455 Sponsor has not elected to share the Resident Manager's Services and pay the 455 Share the Condominium will be responsible for one hundred (100%) percent of the Resident Manager Costs, which assuming no changes in the Budget for the First Year of Operation, would increase each Unit Owner's Common Charges by approximately 13.92%.

D. Notwithstanding anything to the contrary contained hereinabove, there is no guarantee that the Sponsor will continue to make the Resident Manager's Unit available for use by the Condominium Board beyond the aforementioned Lease Term, or to make another apartment or Unit available beyond the Lease Term to the Condominium Board for use by the Resident Manager, however, in the event the Sponsor does decide to make an apartment or Unit available, no representations are made regarding the rental or use and occupancy which will be charged by the Sponsor therefore after the Lease Period, except that the Rent charged shall be at market rates. In the event that after the Lease Term Sponsor does not make the Resident Manager's Unit available for use by the Resident Manager, there may be no apartment in the Building for use by the Resident Manager in the Building and the Shared Services Agreement will terminate. In such event the Condominium Board may either: (i) relocate the Resident Manager to another Unit in the Building; (ii) employ a superintendent for the Building who will be provided with an apartment within a distance of one block or two hundred feet from the Building; (iii) employ a twenty-four hour a day janitorial service, in accordance with the provisions of the New York City Housing Maintenance Code, or (iv) take any other actions in accordance with Law. (See a copy of Schedule B set forth in Part I of the Plan.)

E. Sponsor reserves the right, in its sole discretion, to choose a Residential Unit other than the Resident Manager's Unit to lease to the Condominium Board as the Resident Manager's Unit; provided, however that it shall not result in the Condominium Board incurring Rent, the sum of which exceed the costs of leasing the Resident Manager's Unit as set forth in Schedule B, by more than twenty-five percent (25%). (See a copy of Schedule B set forth in Part I of the Plan.)

General Common Elements

The General Common Elements consist of all Common Elements other than the Limited Common Elements and include, among other things, the following: (a) the Land; (b) all foundations, footings, columns, girders, concrete floor slabs and ceilings (except to the extent included as the Limited Common Elements, or part of any Unit), beams, supports, and interior load bearing walls, together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed concrete structural members of those walls, (c) corridors and all fire staircases, landings and stairs which are not Limited Common Elements, or part of any Unit; (d) meter rooms, electrical rooms, gas meter room, pump room, domestic hot water room, and janitorial toilet and sink; (e) general illumination fixtures and security systems; (f) all passages, hallways, stairs, corridors, mechanical, storage rooms and other rooms, areas and spaces located in the Building serving all Units, which are not part of any Unit; (g) the Roofs; (h) the water tower; and (i) all other parts of the Building and the apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for

the existence, Maintenance or safety of the Condominium and which are not owned by another entity such as the supplier, servicer or installer of the systems. A detailed description of the General Common Elements is provided for in the Declaration, which is set forth as an Exhibit in Part II of the Plan.

Limited Common Elements

The Limited Common Elements include those portions of the Building available for the exclusive use of some, but not all Unit Owners, as more particularly set forth in the Declaration set forth as an Exhibit in Part II of the Plan.

Services, Facilities and Amenities

The Building will be Maintained, operated, and staffed in a manner to be determined by the Condominium Board. Prospective Purchasers are urged to carefully review Schedule B in Part I of the Plan and a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan, for a description of the services, facilities and amenities presently being provided. Sponsor makes no representation that the aforesaid services, facilities and amenities will continue to be provided.

a. Lobby/Virtual Doorman

There is a single residential lobby (the "Lobby") situated on the First Floor of the Building and accessed from West 20th Street. It is presently anticipated that, and Schedule B provides that, the Lobby will be attended for one (1) eight (8) hour shift per day, for seven days a week as of the First Closing; provided, however, the full staff contemplated in Schedule B may not be employed until title to fifty (50%) percent of the Residential Units offered for sale under this Plan have been conveyed to Purchasers. In addition it is anticipated that the Condominium Board will enter into an agreement with a Virtual Doorman service, which service is designed to remotely secure the Condominium via interactive intercom and video communications, greeting visitors and providing access, accepting deliveries and facilitating maintenance and service calls. It is anticipated that entry to the Building by its occupants will be accessed through the use of electronic key cards/key fobs or similar devices. The Condominium Board shall promulgate additional Rules and Regulations regarding security and off-hour access for residents and their guests and visitors from time to time. Purchasers are advised that there is no guarantee the Virtual Doorman service will be implemented or remain in place, and in the event the Virtual Doorman service is not implemented or is removed for any reason, the Condominium Board will make a determination as to whether to hire additional staff to service the Building, which may result in an increase in Common Charges paid by Unit Owners. (See a copy of Schedule B and the notes annexed thereto set forth in Part I of the Plan.)

b. Elevator Service

Two (2) automatic passenger/service elevators will be in service, twenty-four (24) hours a day, seven (7) days a week, for the use of the Unit Owners servicing all floors of the Building. Please refer to the "Description of Property" set forth as an Exhibit in Part II of the Plan for further details. Purchasers are advised that the elevators were installed in the Building in

approximately 1978 and such elevators are not as large as elevators in more recently constructed buildings. Sponsor intends, as part of the Proposed Renovations, to modernize the elevators, including, without limitation, remodeling the cab interiors, although the original dimensions of the elevators will not change. Purchasers are further advised to determine the actual dimensions of any furniture or other personal property prior to scheduling a move-in of same and to make appropriate arrangements in the event the elevators are not large enough to accommodate the move. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

c. Cable Television Service

A cable television system will be available for the use of the Unit Owners. The charges for primary connections and subsequent monthly fees related to the service will be determined by, and payable directly to the cable company. Additional cable service (e.g., Home Box Office or Showtime) will also be available from the cable company for an additional charge on the same basis. Inasmuch as the wiring of the Building may be delayed until a certain percentage of the Units are occupied, Sponsor makes no representation that cable television service will be available to any Unit Owner upon its initial occupancy of a Unit. Sponsor may enter into an agreement with a cable company, granting the cable company the right to install wires, cables and other components of its system in the Building's internal conduit system and granting the cable company an easement for the installation, repair or replacement of its wires, cables and other components of its system in the Building's internal conduit system and certain rights to relocate the such facilities which shall remain the property of the cable company. The Condominium would own and maintain the internal conduit system in which the such facilities are located. In the event Sponsor enters into an agreement with a cable company, the Condominium will be subject to and bound by the terms thereof. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

d. Communication Facilities and Intercom System

The Building will be provided with a "telephone" type intercom system, permitting the occupants of each Residential Unit to communicate over a wall mounted panel located in each Residential Unit. A similar device will be mounted on the exterior wall at the Building's main entrance. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

e. Electrical Systems and Telephone Service

Electrical service will be provided to Unit Owners by Consolidated Edison Company of New York or such other utility company, which will bill such Unit Owners directly for electricity utilized. Local and long distance telephone service (land, wireless and voice over internet) can be provided by Verizon or such other telephone service provider as Purchaser chooses at Purchaser's sole cost and expense. Each Unit will, however, be prewired to permit the installation of telephone jacks and a special two-line telephone (at such Unit Owner's expense), which will permit the telephone to be used both as a building intercom and as a telephone. Sponsor makes no representations or guarantees regarding telephone reception or the availability of wireless and/or voice over internet telephone service. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

f. Heating and Air Conditioning

Individual radiators in Residential Units will be provided with thermostatic temperature controls. Residential Units will be provided with individual split-type air cooled air conditioning units installed above the ceiling in unit corridors and/or bedrooms and/or bathrooms with ductwork distribution to the living room, bedrooms and kitchen. All air handling units will be operated via wall mounted thermostat and user-selectable fan speeds. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

g. Mail

All incoming mail (including packages) will be delivered to the Unit Owners by the United States Postal Service and deposited by its personnel in mail boxes located in the residential lobby of the Building. Unit Owners will pick up their mail in the mailroom and their packages at the package room all situated on a portion of the First Floor of the Building. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

h. Laundry

There is a Common Laundry Room located at the Cellar level of the Building available for use by all Residential Unit Owners their tenants, guest and invitees. The Common Laundry Room will contain six (6) pay-per-use washers and three (3) pay-per-use dryers. The dryers will be ventless and the Rules and Regulations of the Condominium require low suds laundry detergent be used in the washers. Failure to use a low suds detergent may lead to the washer over flowing and causing a flood in the Residential Units or the Common Elements in which event the Unit Owner violating the Rules and Regulations will be liable for damages. The cost and expenses incurred to operate and Maintain the Common Laundry Room will be included as part of the Unit Owners' Common Charges. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

In addition, ONLY certain Residential Units will contain a washer and dryer. Please refer to a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan for a list of those certain Residential Units that will include a washer and dryer.

i. Recreation Room

A recreation room adjoining the Common Laundry Room will be located on a portion of the Cellar level of the Building with access from the Cellar level corridor. The recreation room will be available for use by the residents of the Building, subject to such Rules and Regulations promulgated from time to time by the Condominium Board. The Condominium Board reserves the right to collect a fee for the use of the recreation room. However, it is not currently anticipated that the Condominium Board will charge for the use of the recreation room. The recreation room will be unattended and Residential Unit Owners. The recreation room will not be available for use by the Community Facility Unit Owner, its guest or tenants. None of Sponsor, the Condominium Board, Selling Agent or Managing Agent shall be liable for any theft or damage to any personal items left in the recreation room, unless due to the gross negligence of such party or their respective agents. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

j. Refuse Disposal

There will be refuse chutes located within trash/recycling rooms, and such rooms will be located on each of the Residential floors and will lead directly to automatic compacting facilities in the compactor room located in the Cellar level of the Building. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

k. Fitness Center

A Fitness Center will be located on a portion of the Cellar level of the Building and made available for use by residents of the Building. The Fitness Center will hold a maximum capacity of eighteen (18) people and will be equipped with aerobic and strength training machines (including, approximately 3 treadmills, 2 elliptical machines, 1 recumbent bike, 1 weight rack, 1 ab/back machine, 1 multi-press machine, 1 leg curl extension machine, 2 weight benches, 1 lat/row machine and 1 leg raise machine). The hours of operation of the Fitness Center shall be determined by the Condominium Board, and its use is subject to such rules and regulations as may be promulgated from time to time by the Condominium Board, including, without limitation, restriction on hours of operation and the use thereof by persons under a certain age. The Condominium Board reserves the right to collect a fee from the Residential Unit Owners for the use of the Fitness Center or other use fees it collects in connection with the Fitness Center. However, it is not currently anticipated that the Condominium Board will charge for the use of the Fitness Center. In the event the Condominium Board decides to collect such a fee same shall be disclosed in a duly filed amendment to the Plan. The Fitness Center will not be available for use by the Community Facility Unit Owner, its guest or tenants. None of Sponsor, Condominium Board, Selling Agent or Management Agent shall be liable for any theft or damage to any personal property, unless due to the gross negligence of such party or their respective agents. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

l. Common Roof Deck

An outdoor roof deck ("Common Roof Deck") will be located on a portion of the Roof of the Building and will be made available for recreational use by the residents of the Building. Upon the conveyance of a Residential Unit by Sponsor, the Purchaser thereof will have the right to use the Common Roof Deck, subject to the terms of the Declaration and the By-Laws and to any rules and regulations promulgated from time to time by the Condominium Board, including, without limitation, restriction on hours of operation, the use thereof and the use thereof by persons under a certain age. Residential Unit Owners shall have access to the Common Roof Deck from the hours of 7:00 A.M. to 10:00 P.M., seven days a week, except as otherwise determined by the Condominium Board. The Common Roof Deck will not be available for use by the Community Facility Unit Owner, its guest or tenants. None of Sponsor, Condominium Board, Selling Agent or Management Agent shall be liable for any theft or damage to any personal property, unless due to the gross negligence of such party or their respective agents. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

m. Bicycle Storage Room

A bicycle storage room will be located on a portion of the Cellar level of the Building with access from the Cellar level corridor. The bicycle storage room will be available for use by the residents of the Building, subject to such Rules and Regulations promulgated from time to time by the Condominium Board. The Condominium Board reserves the right to collect a fee for the use of the bicycle storage room. However, it is not currently anticipated that the Condominium Board will charge for the use of the bicycle racks or the room. Purchasers should note that there is limited space available (approximately 26 bicycles) and therefore there will not be enough space for every Residential Unit Owner to store their respective bicycles. Accordingly, Residential Unit Owners will be able to utilize the bicycle room on a "first-come, first-served" basis. The bicycle room will be unattended and Residential Unit Owners will store their bicycles in the bicycle room at such Residential Unit Owner's own risk. The Bicycle Room will not be available for use by the Community Facility Unit Owner, its guest or tenants. None of Sponsor, the Condominium Board, Selling Agent or Managing Agent shall be liable for any theft or damage to any bicycles or other objects stored in the bicycle room, unless due to the gross negligence of such party or their respective agents. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

n. Storage Bins

A. Included in the Purchase Price of each Residential Unit is the right to the exclusive use of one Storage Bin, which use shall be granted by license ("Storage Bin License"). Sponsor will allocate the Storage Bins to each Purchaser at or prior to Closing. The approximate square footage of each Storage Bin varies between 12 to 24 square feet and 7'-0" high for full height Storage Bins and 3'-6" high for each of the "double stacked" Storage Bins, provided, however, the dimensions are approximate and subject to normal construction variances and tolerances, which Storage Bins are more particularly shown on the Floor Plan set forth as an Exhibit in Part II of the Plan. The Storage Bins shall be fabricated with heavy-duty wire mesh partitions and doors. A Purchaser is required to execute a Storage Bin Rider, substantially in the form annexed as Exhibit B to the Agreement.

B. The Storage Bins will be located in two separate storage rooms below-grade on a portion of the Cellar level of the Building and accessed from the Cellar level corridor, which is designated as a Common Element, as more particularly shown on the Floor Plans, and the Sponsor cannot make any representation as to whether the Storage Bins will remain dry or will not experience any water infiltration and neither the Sponsor nor the Condominium Board will be responsible for any damage to items placed in the Storage Bins. Residential Unit Owners who place items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

C. At the closing of title to the Residential Unit, the Purchaser must execute a Storage Bin License substantially in the form set forth as an Exhibit in Part II of the Plan. The provisions of the Storage Bin License and Condominium Declaration and By-Laws shall govern the use, access and Maintenance of the Storage Bins. The Storage Bins may only be used in accordance with Law and only for the storage of the personal effects of the Residential Unit Owner having exclusive access to such Storage Bin and nothing can be stored in the Storage

Bins which would constitute a threat to the health or safety of the Unit Owners or other occupants of the Building or otherwise create a nuisance in the Building. Residential Unit Owners will be responsible for all normal Maintenance to their respective Storage Bins; however the costs and expenses of any structural or extraordinary repairs or replacements shall be a Common Expense charged to all Unit Owners. The Condominium Board has the authority to promulgate such other rules regarding use of and access to the Storage Bins.

D. In the event that a Storage Bin is not available for use and/or occupancy on the Closing Date due to the status of completion of the Proposed Renovations to the Building and Units, or a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy (if required) is not obtained for such Storage Bin or for any other reason, Purchaser shall remain obligated to close title to its Residential Unit and pay the balance of the Purchase Price for such Residential Unit.

E. The Storage Bin License may only be assigned by the storage bin licensee to a person acquiring a Residential Unit or to another Residential Unit Owner in the Condominium. Upon conveyance of a Residential Unit, the Condominium Board will enter into a new Storage Bin License with the transferee of such Residential Unit, in the form set forth as an Exhibit in Part II of the Plan or in such form then required by the Condominium Board. In no event may a Residential Unit Owner retain use or rights to a Storage Bin after conveyance or transfer of such Residential Unit Owner's Unit. In the event a storage bin licensee elects to terminate a Storage Bin License or sells its Residential Unit and does not assign same to another Residential Unit Owner or to a person acquiring a Residential Unit, the rights to the Storage Bin in question will devolve to the Condominium Board and the Condominium Board shall have the right, in its sole discretion, to issue a new Storage Bin License to another Residential Unit Owner or a person acquiring a Residential Unit at the Condominium or retain such Storage Bin. In addition, Residential Unit Owners may only lease their respective Storage Bins to other Residential Unit Owners in the Building, the Condominium Board or Sponsor, as the case may be. (See a copy of the form of the Storage Bin License and the Floor Plan for the Storage Bins set forth as separate Exhibits in Part II of the Plan.)

F. The foregoing restrictions shall not apply to Sponsor.

o. <u>Park/Recreational Area</u>

The General Theological Seminary of the Protestant Episcopal Church in the United States, a religious corporation (the "Seminary") has agreed to grant each Residential Unit Owner (and their Permitted Users) the right to access portions of the Seminary's historic landscaped central garden, known as "The Close" and, alternatively, referred to as "Chelsea Square" (the "License Area"), subject to the Seminary's Rules of Conduct (hereinafter defined). The License Area is more particularly shown as an exhibit to the Seminary Declaration, a copy of which is set forth as an Exhibit in Part II of the Plan. The Close is situated on the Seminary's Episcopalian graduate campus surrounded by historic and landmarked buildings and occupies the entire block between West 20th and 21st streets from Ninth Avenue to Tenth Avenue located within the heart of the West Chelsea Historic District, commonly known as the "Chelsea Square". Each Residential Unit Owner will be obligated to pay an annual fee of $75 (subject to CPI escalation, the "User Fee") to the Condominium Board as a Unit Owner Expense for the maintenance and

upkeep of The Close. However, in the event a Purchaser does not want to pay the User Fee such Purchase shall simply not pay and, consequently, such Purchaser will not have access to The Close. For those Purchasers desiring the right to access The Close, the initial User Fee will be due and payable by the Purchaser at the closing of title to its Residential Unit and, thereafter, due and payable on an annual basis, to be charged as a Unit Owner Expense by the Condominium Board. Upon the conveyance of a Residential Unit by Sponsor, the Purchaser thereof, to the extent such Purchaser has paid the User Fee: (i) will have the right to access The Close; (ii) shall be deemed to have (x) waived, to the extent permitted by applicable law, any claims against the Seminary arising from the use of The Close; and (y) indemnified Seminary from all third-party claims, demands, causes of action, losses, damages, liabilities, costs and expenses arising from such Residential Unit Owner's and their Permitted User's use of The Close pursuant to the Seminary Declaration, except in the event of Seminary's willful misconduct. Pursuant to the terms of the Seminary Declaration, Residential Unit Owners (and their Permitted Users) shall comply with the Seminary's security requirements, including access to The Close through a locked gate using a security code and such entry shall be permitted at such time(s) as The Close is otherwise open to the general public and to be used in accordance with the rules of conduct adopted by the Seminary for Chelsea Square to ensure that The Close is used and maintained in a dignified manner in keeping with the sacred character of Chelsea Square (as same may be amended from time to time, the "Rules of Conduct"). The Seminary reserves the right to further develop or alter Chelsea Square (including The Close) and, therefore, the Seminary reserves the right to limit the time periods during which access will be permitted and designate areas to which access will be restricted. In addition, the Seminary reserves the right to terminate the Residential Unit Owners'(and their Permitted Users') right to use the Licensed Area. Purchasers should note that in the event access to The Close is terminated by the Seminary, then the obligations to pay the User Fee shall likewise terminate. If any Residential Unit Owner (or Permitted User) fails to observe the Rules of Conduct and/or pay the User Fee, the Seminary, in its sole discretion, may pursue any remedies or proceedings available to it at law or in equity against the defaulting Residential Unit Owner or Permitted Users including, but not limited to, (a) injunctive relief, (b) right to exclude the defaulting party(ies) from the use of The Close during the period of such defaulting parties' offensive conduct and/or (c) payment of fines to Seminary for violation of the Rules of Conduct. Neither Sponsor, its designees, nor the Condominium Board or Managing Agent make any representations as to the Rules of Conduct or any other policies implemented by the Seminary respecting access to The Close or as to whether a particular Residential Unit Owner or Permitted Users of a Residential Unit will be able to access The Close or warrant or guarantee that access to The Close will continue to be available to Residential Unit Owners or their Permitted Users in the future. A copy of the Rules of Conduct will be available for inspection at the office of the Selling Agent. (See a copy of the Seminary Declaration set forth as an Exhibit in Part II of the Plan.)

p. Resident Manager

A. At or subsequent to the First Closing, Sponsor will enter into a lease with the Condominium Board for Parlor F in the Condominium, the form of which is contained as an Exhibit set forth in Part II of the Plan (the "Resident Manager Unit Lease") to be used as the Resident Manager's residence (the "Resident Manager's Unit"). The lease for the Resident Manager's Unit will be for a five (5) year period beginning as of the First Closing (the "Lease Term"). The rent for the Resident Manager's Unit will be $54,000 per year ($4,500 payable

monthly), for the first two (2) years; and $58,200 per year ($4,850 payable monthly) for the remaining three (3) years of the Lease Term (the "Rent"). The costs of utilities, telephone, and parking attributable to the Resident Manager's Unit will be borne by the Condominium Board as a Common Expense and are estimated to be approximately $9,700 for the First Year of Condominium Operation (subject to paragraph E below). In addition, the total costs of employing the Resident Manager (including, without limitation, wages, benefits and insurance ("Labor Costs") are approximately $109,888 for the First Year of Condominium Operation ($9,157.33 payable monthly). The Labor Costs, together with the Rent and utilities, telephone and parking for the Resident Manager Unit are collectively, referred to as the ("Resident Manager Costs"). (See a copy of Schedule B "Projected Condominium Budget for the First Year of Condominium Operation" set forth in Part I of the Plan.)

B. Sponsor anticipates that the Resident Manager's services (the "Resident Manager's Services") will be shared with a building (the "455 Building") to be constructed on a parcel located across the street from the Building having a street address of 455 West 20th Street (the "455 Parcel" and collectively, the "455 Property"). Chelsea 234 Properties, LLC, an Affiliate of Sponsor (the "455 Sponsor"), expects to acquire title to the 455 Parcel pursuant to the terms of a contract dated November 29, 2010 between 455 Sponsor and the Seminary. 455 Sponsor or its designee currently intends to construct the 455 Building as a residential condominium containing approximately twenty-five (25) residential units. If the 455 Sponsor or its designee elects, in its sole and absolute discretion to have the Resident Manager "share" the Resident Manager Services at any time within five (5) years of the First Closing the Resident Manager Costs shall be allocated equally among the Condominium and the 455 Sponsor or its designee, with each party paying fifty (50%) percent of the Resident Manager Costs (the "455 Share"). Notwithstanding anything to the contrary set forth above, neither Sponsor nor 455 Sponsor is under any obligation to construct the 455 Building, or if constructed, to submit the 455 Property to a condominium regime. Sponsor makes no guarantees or warranties regarding the timing or completion of construction of the 455 Building or whether the 455 Property will be submitted to a condominium regime or will require the Resident Manager Services. (See a copy of the form of Shared Services Agreement is set forth as an Exhibit in Part II of the Plan.)

C. If and to the extent that the 455 Sponsor or its designee has not elected to "share" the Resident Manager's Services as of the First Closing, Sponsor has agreed to reimburse the 455 Share to the Condominium until the earlier to occur of (i) the date that the 455 Sponsor has elected to share the Resident Manager's Services and pay the 455 Share of the Resident Manager Costs, or (ii) three (3) years from the First Closing (the "Sponsor Contribution Period"). Upon the expiration of the Sponsor Contribution Period, in the event that the 455 Sponsor has not elected to share the Resident Manager's Services and pay the 455 Share the Condominium will be responsible for one hundred (100%) percent of the Resident Manager Costs, which assuming no changes in the Budget for the First Year of Operation, would increase each Unit Owner's Common Charges by approximately 13.92%.

D. Notwithstanding anything to the contrary contained hereinabove, there is no guarantee that the Sponsor will continue to make the Resident Manager's Unit available for use by the Condominium Board beyond the aforementioned Lease Term, or to make another apartment or Unit available beyond the Lease Term to the Condominium Board for use by the Resident Manager, however, in the event the Sponsor does decide to make an apartment or Unit

available, no representations are made regarding the rental or use and occupancy which will be charged by the Sponsor therefore after the Lease Period, except that the Rent charged shall be at market rates. In the event that after the Lease Term Sponsor does not make the Resident Manager's Unit available for use by the Resident Manager, there may be no apartment in the Building for use by the Resident Manager in the Building and the Shared Services Agreement will terminate. In such event the Condominium Board may either: (i) relocate the Resident Manager to another Unit in the Building; (ii) employ a superintendent for the Building who will be provided with an apartment within a distance of one block or two hundred feet from the Building; (iii) employ a twenty-four hour a day janitorial service, in accordance with the provisions of the New York City Housing Maintenance Code, or (iv) take any other actions in accordance with Law. (See a copy of Schedule B set forth in Part I of the Plan.)

E. Sponsor reserves the right, in its sole discretion, to choose a Residential Unit other than the Resident Manager's Unit to lease to the Condominium Board as the Resident Manager's Unit; provided, however that it shall not result in the Condominium Board incurring Rent, the sum of which exceed the costs of leasing the Resident Manager's Unit as set forth in Schedule B, by more than twenty-five percent (25%). (See a copy of Schedule B set forth in Part I of the Plan.)

General

A. No assurance can be given with regard to the timing or completion of the foregoing amenities. Sponsor may not fully complete the amenities until a particular portion of the Building is complete or a particular floor is fully occupied by Unit Owners. The fact that the amenities have not been completed at the time of a Purchaser's Closing will not be a basis for a Purchaser to refuse to close title to its Unit. Purchasers should be aware that they may be required to close title to their Units while construction of the amenities is continuing, possibly, for extended periods of time, in excess of one year or more, and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Unit Owners or occupants or tenants of Units after they have taken occupancy of their Units. Sponsor anticipates but does not guarantee that the foregoing amenities will be completed and operating no later than one (1) year after the First Closing.

B. There is no guaranty that any of the foregoing services, facilities or amenities will continue to be available to Unit Owners or occupants or tenants of Units in the future or that any change in the foregoing will not adversely impact upon the value of the Units. All determinations with respect to the continuance of any of the foregoing services, facilities or amenities, will be made by the Condominium Board, which will be controlled by Sponsor during the Sponsor Control Period as described in the Section of Part I of the Plan entitled "Control by Sponsor." While Sponsor does not have any current intention to discontinue any of the foregoing services, facilities or amenities, Sponsor reserves the right, in its sole discretion, to increase and/or decrease the size of or relocate any of the above facilities or amenities to a different area of the Building. Such recreational facilities or amenities will not be available for use by the Community Facility Unit Owner, its guests or tenants. Neither Sponsor nor the Condominium Board shall be liable for any theft or damage to any personal property, unless due to the gross negligence of such party. (See a copy of the "Description of the Property" set forth as an Exhibit in Part II of the Plan.)

C. Except as expressly provided in the Plan, neither Sponsor, the Managing Agent, Selling Agent nor the Condominium Board will in any event be liable for the availability, interruption, discontinuance or quality of any of the foregoing services, facilities or amenities, including, but not limited to, any services provided by any outside company or person other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury to person or damage to property occurs as a result of the negligence of Sponsor, the Managing Agent, the Selling Agent or the Condominium Board, as the case may be.

D. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. While Unsold Units are being offered for sale or lease by Sponsor or its designees there will be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. None of Sponsor, the Managing Agent, Selling Agent or Condominium Board shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the gross negligence of such parties or their respective agents.

E. Please refer to a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.

LOCATION AND AREA INFORMATION

Location

The Building is located in New York City, on the south side of West 20th Street between Ninth and Tenth Avenues, in the Chelsea neighborhood of Manhattan. Chelsea is situated between the Hudson River to the west, Flatiron and Gramercy to the east, the Meatpacking District and Greenwich Village to the South, and Clinton to the north. Chelsea is renowned for its concentration in arts-related industries such as fine arts, fashion, architecture and publishing. The Building is located in the Chelsea Historic District.

Transportation

New York City is served by three major airports—LaGuardia, Kennedy International and Newark International. Passenger railroad service is provided from Pennsylvania Station, located at Seventh Avenue and 33rd Street, and from Grand Central Station, located at Lexington Avenue and 42nd Street. Public transportation is readily available.

The C and E subway lines are accessible at 8th Avenue and 23rd Street. The 1, 2, and 3 subway lines are accessible at 7th Avenue and 14th Street, while the B, D, F, V and L are also located nearby. The M23 bus provides convenient cross-town service across 23rd Street, while the M11 and M20 buses provide access to uptown and downtown Manhattan.

Parks, Recreation and Cultural Activities

New York City is the leading cultural center of the world, with the finest universities, museums, libraries, theaters and cultural institutions attracting millions of national and international tourists annually. It is the nation's center for communications, publishing, advertising, financial markets, banking, visual and performing arts and fashion.

The Building is across the street from the General Theological Seminary, the oldest seminary in the United States, developed in the 19th century on land donated by Clement Clarke Moore. The campus is filled with mature trees and rolling lawns, and thus is one of the most beautiful and unique historical landmarks in New York. The Seminary is an Episcopalian graduate campus situated on what is known as Chelsea Square, consisting of striking, Gothic Revival buildings that encircle "The Close" a large, landscaped central garden that includes some of Chelsea's earliest historic structures.

Chelsea is within close proximity to Hudson River Park, West Side biking and jogging paths, Union Square, Madison Square Park and the recently opened first and second phases of the High Line. The High Line is an elevated rail line that was used in the past to handle freight from the waterfront. Once slated to be torn down because it was deemed an eye sore, the High Line has been converted to a public park featuring meandering pathways, naturalistic plantings and moveable seating, and was visited by more than 4 million people in its first year. Chelsea Piers, a sports and entertainment complex, offers a multitude of fitness and entertainment opportunities for people of all ages and is located within walking distance of the Building. Cultural activities abound in the Chelsea neighborhood. Large converted spaces along the west edge of Chelsea

have evolved into the leading gallery district of New York City, where one can view the works of today's hottest contemporary artists at the Gagosian Gallery, Barbara Gladstone Gallery, David Zwirner Gallery and Robert Miller Gallery. Manhattan's most popular nightclubs and lounges are peppered throughout the gallery district, and south into the Meatpacking District.

Both Chelsea and the Meatpacking district are filled with upscale shopping venues and designer boutiques such as Paul Smith, Comes des Garcon and Jeffrey, as well as chain retailers such as Banana Republic, Bed Bath and Beyond, and Home Depot. The area is full of notable nearby restaurants such as Buddakan, Tispy Parson, Morimoto, Spice Market, La Bottega, Matsuri, Pastis, Del Posto, La Lunchonette, Cookshop and Red Cat. The Chelsea Flea Market and the indoor Chelsea Market are both common destinations for weekend shopping- whether it be for fresh vegetables and flowers or for antique jewelry and furniture.

Educational Facilities

Several educational facilities are located within walking distance of the Building. Nearby schools include elementary school PS 11, New York City Museum School at 333 West 17th Street, New York City High School for Collaborative Studies, also located at 333 West 17th Street, MS 260 Clinton School for Writers at 425 West 33rd Street, Humanities Preparatory School at 351 West 18th Street and High School for Fashion Industries located at 225 West 24th Street. New York University and the Fashion Institute of Technology are higher education facilities located near the Building.

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

Medical Facilities

The Building is proximate to several medical facilities including St. Luke's Roosevelt Hospital at 1000 Tenth Avenue and New York Presbyterian Hospital at 119 West 24th Street.

Religious Facilities

There are houses of worship of various denominations in the vicinity of the Building. Located just to the north, is the oldest Episcopal seminary in the United States. Founded in 1817 the General Theological Seminary is a leading center for theological education in the Anglican Communion.

Municipal Services

The City of New York will provide water, sanitation, police and fire services to the Building.

The local Police Station is the 10th Precinct, located at 230 West 20th Street, New York, New York.

The local Fire Station is Engine 3, Ladder 12, located at 146 West 19th Street, New York, New York.

Mailing Address and Neighborhood

The mailing address for the Condominium is 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York 10011.

Zoning and Use

The Property lies within a C2-S/R7B and R7B per the Zoning Resolution of the City of New York. Use Group 109 in C2-5/R7B as per New York City Zoning Resolution, which permits residential, community facility and commercial uses.

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

SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

Project Name: THE 422 WEST 20TH STREET CONDOMINIUM
422 WEST 20TH STREET
NEW YORK, NY 10011

Sponsor Name: 420 WEST 20TH STREET LLC
400 WEST 59TH STREET
NEW YORK, NY 10019

Unit	Percent of Common Interest (3)	Approximate Square Footage (1)		Number of		Offering Price (2)	Projected First Year Common Charges (4)		Projected First Year Real Estate Taxes (5)		Projected First Year Total Charges (6)	
		Unit	Terrace /Patio	Bedrooms (1)	Baths		Monthly	Annual	Monthly Monthly	Annual Annual	Monthly Monthly	Annual Annual
PARLOR A	4.250%	1,640		3	2	$ 1,935,000	$ 2,207.88	$ 26,494.50	$ 1,490.19	$ 17,882.30	$ 3,698.07	$ 44,376.80
PARLOR B	2.844%	1,185		1	2	1,525,000	1,477.46	17,729.50	997.20	11,966.41	2,474.66	29,695.91
PARLOR D	2.271%	910		1	1	1,185,000	1,179.78	14,157.41	796.29	9,555.46	1,976.07	23,712.87
PARLOR F*	2.816%	1,089		3	2	NOT OFFERED	1,462.91	17,554.94	987.38	11,848.60	2,450.29	29,403.54
PARLOR G	2.699%	944		2	1	1,190,000	1,402.13	16,825.57	946.36	11,356.31	2,348.49	28,181.88
PARLOR H	2.536%	919		2	1	1,090,000	1,317.45	15,809.42	889.21	10,670.47	2,206.66	26,479.89
2A	4.525%	1,618		3	2	1,905,000	2,350.74	28,208.85	1,586.62	19,039.39	3,937.36	47,248.24
2B	2.109%	776		2	1	910,000	1,095.63	13,147.51	739.49	8,873.83	1,835.12	22,021.34
2C	1.678%	612		1	1	670,000	871.72	10,460.65	588.36	7,060.35	1,460.08	17,521.00
2D	2.094%	785		2	1	895,000	1,087.83	13,054.00	734.23	8,810.71	1,822.06	21,864.71
2E	1.596%	613		1	1	640,000	829.12	9,949.46	559.61	6,715.33	1,388.73	16,664.79
2F	2.236%	831		2	1	960,000	1,161.60	13,939.22	784.02	9,408.19	1,945.62	23,347.41
2G	2.699%	930		2	1	1,150,000	1,402.13	16,825.57	946.36	11,356.31	2,348.49	28,181.88
2H	2.536%	906		2	1	1,035,000	1,317.45	15,809.42	889.21	10,670.47	2,206.66	26,479.89
3A	4.573%	1,618		3	2	1,945,000	2,375.67	28,508.08	1,603.45	19,241.35	3,979.12	47,749.43
3B	2.157%	776		2	1	950,000	1,120.56	13,446.74	756.32	9,075.79	1,876.88	22,522.53
3C	1.714%	612		1	1	700,000	890.42	10,685.08	600.99	7,211.83	1,491.41	17,896.91
3D	2.143%	785		2	1	935,000	1,113.29	13,359.46	751.41	9,016.89	1,864.70	22,376.35
3E	1.633%	613		1	1	670,000	848.34	10,180.12	572.58	6,871.01	1,420.92	17,051.13
3F	2.278%	831		2	1	1,005,000	1,183.42	14,201.05	798.74	9,584.91	1,982.16	23,785.96
3G	2.765%	930		2	1	1,200,000	1,436.42	17,237.01	969.50	11,634.01	2,405.92	28,871.02
3H	2.603%	906		2	1	1,080,000	1,352.26	16,227.10	912.70	10,952.38	2,264.96	27,179.48
4A	4.646%	1,618		3	2	2,020,000	2,413.60	28,963.16	1,629.04	19,548.51	4,042.64	48,511.67
4B	2.248%	776		2	1	995,000	1,167.84	14,014.03	788.22	9,458.68	1,956.06	23,472.71
4C	1.769%	612		1	1	740,000	919.00	11,027.95	620.27	7,443.24	1,539.27	18,471.19
4D	2.233%	785		2	1	980,000	1,160.04	13,920.52	782.96	9,395.57	1,943.00	23,316.09
4E	1.687%	613		1	1	710,000	876.40	10,516.76	591.52	7,098.22	1,467.92	17,614.98
4F	2.320%	831		2	1	1,055,000	1,205.24	14,462.88	813.47	9,761.63	2,018.71	24,224.51
4G	2.831%	930		2	1	1,255,000	1,470.70	17,648.45	992.64	11,911.72	2,463.34	29,560.17
4H	2.669%	906		2	1	1,125,000	1,386.55	16,638.55	935.84	11,230.08	2,322.39	27,868.63

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		Unit	Terrace /Patio	Bedrooms (1)	Baths		Monthly	Annual	Monthly Monthly	Annual Annual	Monthly Monthly	Annual Annual
5A	4.725%	1,618		3	2	2,095,000	2,454.64	29,455.65	1,656.74	19,880.91	4,111.38	49,336.56
5B	2.296%	776		2	1	1,045,000	1,192.77	14,313.26	805.05	9,660.65	1,997.82	23,973.91
5C	1.805%	612		1	1	785,000	937.70	11,252.37	632.89	7,594.72	1,570.59	18,847.09
5D	2.281%	785		2	1	1,030,000	1,184.98	14,219.75	799.80	9,597.54	1,984.78	23,817.29
5E	1.723%	613		1	1	755,000	895.10	10,741.18	604.14	7,249.69	1,499.24	17,990.87
5F	2.363%	831		2	1	1,115,000	1,227.58	14,730.94	828.55	9,942.56	2,056.13	24,673.50
5G	2.898%	930		2	1	1,320,000	1,505.51	18,066.13	1,016.14	12,193.62	2,521.65	30,259.75
5H	2.734%	906		2	1	1,180,000	1,420.31	17,043.76	958.63	11,503.58	2,378.94	28,547.34
Community Facility	2.017%	1,460		0	0	-	1,047.82	12,574.00	707:23	8,486.78	1,755.05	21,060.78
Total	100.000%	36,431	-	72.0	45.0	$ 41,780,000	$51,949.99	$623,400.00	$35,063.35	$420,760.00	$87,013.34	$ 1,044,160.00

* Resident Manager's unit.

Notes to Schedule A

1. Each Unit was measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit (columns, mechanical pipes, shafts, chases and conduits are not deducted from the measurements of each Unit) and to the centerline of public corridors, stairs or elevator shafts. As is often the case in New York, the stated square footage calculations may exceed the usable floor area of each Unit and include columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Purchasers should note that the square footage calculations and dimensions of each Unit as reflected in Schedule A and the Floor Plans for such Units set forth in Part II of the Plan are approximate, based on field measurements and subject to normal construction variances and tolerances.

Please refer to the Floor Plans set forth as an Exhibit in Part II of the Plan for a layout of each individual Unit. Any floor plan or sketch shown to a Purchaser including those set forth in the Plan, is only an approximation of the dimensions and layout of each Unit. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for substantially renovated buildings and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Condominium Board of New York.

Ceiling heights included in the "Description of Property" set forth as an Exhibit in Part II of the Plan are estimates only. The clearance between the top of the floor slab on one floor and the top of the floor slab on the next floor will vary among the Units and certain Units may have less clearance than others and all or portions of certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams, ducts and other mechanical spaces in such Units. Due to its existing condition, finished ceilings may not be level, crown moldings may not match and beams may not align. Ceiling heights within any given room may also vary. Kitchens, bathrooms, hallways, closets, vestibules, foyers and other entrance spaces typically have dropped ceilings. Because dimensions listed are based on measurements from floor slabs, they may not fully and accurately represent the interior space in the Unit and may significantly exceed the actual ceiling heights. Please refer to the "Description of Property" set forth as an Exhibit in Part II of the Plan.

A Purchasers should carefully inspect the Unit prior to entering into an Agreement therefore to determine its actual dimensions, layout, ceiling heights and physical condition.

Sponsor has reserved the right, in its sole discretion, to negotiate with individual Purchasers to perform Custom Work to a Unit offered for sale under the Plan, which may require modifications to Floor Plans for certain Units and Common Elements may vary. Unless otherwise agreed to by Sponsor, a Purchaser shall bear the Custom Work Costs, which Custom Work Costs shall be due and payable by Purchaser to Sponsor upon the execution of the Agreement for the Unit and deposited in an escrow account with Escrow Agent in accordance with the Plan, unless otherwise agreed to by Sponsor. The Custom Work Costs may be released from the Escrow Agent's escrow account upon the Escrow Agent's receipt of written notification from Sponsor's architect that all or any portion of the Custom Work has been commenced in the

Residential Unit. In the event a Purchaser becomes entitled to rescission after Custom Work or any portion thereof has been completed, (i) the Purchaser shall not receive a refund of any Custom Work Costs, if any, used to perform Custom Work in the Residential Unit and (ii) Purchaser shall be responsible for Restoration Costs. In the event the Agreement is terminated by Sponsor, for any reason, by notice of termination to Purchaser and Sponsor retains the Deposit, the Sponsor shall also retain the entire Custom Work Costs and Restoration Costs paid by Purchaser in order to reimburse Sponsor for performing the Custom Work and/or restoring the Residential Unit to its original condition. Sponsor shall be entitled to commence an action against Purchaser to recover the Custom Work and Restoration Costs, if not already paid. Where Custom Work Costs shall be paid to one party or the other, it shall include interest paid thereon. (See the Section entitled "Procedure to Purchase" set forth in Part I of the Plan.)

Any such modification requiring a material change in the Common Elements will only be made by a duly filed amendment. It should be noted that as long as the layout and dimensions of a Unit conform substantially to the Floor Plans of a Unit, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Sponsor as a result of any insubstantial or immaterial change or discrepancy. (See the Section entitled "Changes in Prices and Units" set forth in Part I of the Plan.)

2. **THESE PURCHASE PRICES HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY.**

No change will be made in the Purchase Prices other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the Purchase Price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction.

In addition to the Purchase Price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled, "Closing Costs and Adjustments" set forth in Part I of the Plan including, without limitation, the obligation to contribute two (2) months' Common Charges then applicable at the closing of title to such Unit to the Working Capital Fund of the Condominium.

Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in connection with the purchase of their respective Units.

A Unit will be leased by Sponsor to the Condominium Board on behalf of all of the Unit Owners for use as the Resident Manager's residence in accordance with the terms and conditions of the Plan. (See Schedule B set forth in Part I of the Plan for further details regarding Resident Housing Costs).

3. The respective Common Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(1)(iv) of the Condominium Act, is based upon

floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. In the event that, prior to the First Closing, Sponsor negotiates with individual Purchasers to change the layout or dimensions of their respective Units and such changes involves the inclusion, in the Unit, of areas formerly designated as Common Elements, or involves adding to the Common Elements, space that was previously incorporated in the Units, the Common Interest of all of the Units may change slightly provided all Purchasers consent to such change. Any such change in the Common Interest allocated to a Unit prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any Purchaser. In the event that, prior to the First Closing, Sponsor negotiates with individual purchasers to change the layout or dimensions of their respective Residential Units and such changes involves the inclusion, in the Residential Unit, of areas formerly designated as Common Elements, or involves adding to the Common Elements, space that was previously incorporated in the Residential Units, the Common Interest of all of the Residential Units may change slightly. Any such change in the Common Interest allocated to a Residential Unit prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any Purchaser.

4. The estimates contained in this schedule were prepared on the assumption that the First Year of Condominium Operation will be the year from July 1, 2012 through June 30, 2013, and are only an estimate of the receipts and expenses of the Condominium for the projected year. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the First Year of Condominium Operation which may be greater than or less than the estimated figures set forth in the proposed Schedule B. The actual First Year of Condominium Operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected First Year of Condominium Operation, Sponsor will amend the Plan to include a revised Schedule B disclosing current projections. If such amended projections exceed original projections by twenty-five (25%) percent or more, Sponsor will offer all Purchasers the right to rescind for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

The estimated monthly Common Charges for each Unit set forth in Schedule A are based on Schedule B set forth in Part I of the Plan. In addition to these estimated payments, each Unit Owner will be responsible for paying the real estate taxes attributable to their Unit (see note (5) below), mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit (including, without limitation, the electricity required to power fan coil units (if any)) will be separately metered and payable directly to the utility company, insurance for the Unit and the contents contained therein, which must be carried by each Unit Owner with respect to liability and casualty to the contents of the Unit and the cost of interior repairs and decorations to the Unit as provided in the By-Laws set forth as an Exhibit in Part II of the Plan. Until the Units are separately assessed, real estate taxes shall be part of Common Expenses, as provided in the By-Laws. In addition, other than the Proposed Renovations, any capital repairs, additions, improvements, replacements, Alterations and restorations to the Common Elements are Common Expenses which will be borne by the Unit Owners. (See Schedule B set forth in Part I of the Plan for further details on estimated

monthly Common Charges, Schedule A and the Section of the Plan entitled "Real Estate Taxes" for further details on payment of real estate taxes and a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan for further details on metered utilities.)

Purchasers of individual Residential Units will be responsible for paying the New York City Real Property Transfer Tax ("NYC RPT Tax"), which currently, for the purchase of a single Unit is 1.425% of the Purchase Price and the New York State Real Estate Transfer Tax ("NYS Tax"), presently $2.00 for each $500.00 (or part thereof) of the purchase price of a Unit. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to tax. Purchasers will also be obligated to pay the filing fee for the NYC RPT Tax form, which is currently $125. Purchasers are advised that the Mansion Tax will apply if the grossed-up consideration exceeds $1,000,000 by virtue of the Purchaser's payment of the NYC RPT Tax and NYS Tax. (See Section of the Plan entitled "Closing Costs and Adjustments" set forth in Part I of the Plan.)

Purchasers of Units are advised that under the current policies of the New York City Department of Finance, where a Purchaser purchases two or more Units that have not been physically combined into a single residence with a single tax lot before the transfer, the NYC RPT Tax rate will be 2.625% (which may be the case even if the Units are transferred to the Purchaser pursuant to a separate Agreement with separate Closing Dates). There is no guarantee that The City of New York will not change its positions with respect to the foregoing. Purchasers should consult their tax advisors regarding New York City Tax Appeal Tribunal decisions potentially adverse to the policy of the New York City Department of Finance applying the higher commercial NYC RPT Tax Schedule to sales of multiple residential condominium units. (See Section of the Plan entitled "Closing Costs and Adjustments" set forth in Part I of the Plan.)

5. Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate New York City real estate taxes attributable to the Residential Unit Owners for the First Year of Condominium Operation following the First Closing will total approximately $412,270, based upon an opinion prepared by Podell, Schwartz, Schechter & Banfield, LLP (the "Real Estate Tax Opinion") set forth in Part I of the Plan which assumes: (a) an estimated transitional assessed valuation attributable to the residential portion of the Property of approximately $3,076,660 for the 2012/2013 fiscal tax year; and (b) a projected tax rate of $13.40 per $100 of assessed valuation. **SPONSOR MAKES NO REPRESENTATIONS THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.** Purchasers should note that as the result of any capital improvements to the Property, taxes in the first year of condominium operation may be substantially higher than those in previous tax years and that the tax estimates for the First Year of Condominium Operation may not reflect the valuation of the Building when fully completed. Based upon the estimates set forth in the Real Estate Tax Opinion, real estate taxes during the second year of condominium operation will be approximately 25% higher. (See Section entitled "Real Estate Taxes" set forth in Part I of the Plan.)

The value of the Property for real estate tax purposes is determined annually by the Real Property Assessment Department of the City of New York. Under current New York

State Law, increases or decreases in a property's assessed valuation due to changes in its market value are to be phased in over five (5) years in equal annual increments of 20%. Any further increase or decrease in the assessed value during such 5 year period resulting from a still higher or lower market value is to be similarly phased in over an additional 5 year period from the date of such increase or decrease. The full increased or the decreased assessed value targeted to be paid at the end of 5 years is called the "actual assessed valuation." The amount of assessed value reflecting the phased in increases or decreases is called the "transitional assessed valuation." Taxes are paid on the lower of the Transitional Assessed Valuation or the Actual Assessed Valuation."

No representation is made or warranty given as to: (a) whether or not there will be (i) a further increase or decrease in the assessed valuation of the Property during the five year phase-in period, or (ii) an increase in the tax rate, or (iii) an increase or decrease in the assessed valuation of the Property by reason of the conversion of the Property to condominium ownership or capital improvements to the Property (b) the method of determining the assessed valuation, or (c) the amount of any increase or decrease in the assessed valuation of each Unit. A Purchaser purchasing a Unit after the projected First Year of Condominium Operation should check the public tax records to confirm the then current taxes for the Property.

In addition, while the Building may qualify for a partial abatement from real estate taxes, pursuant to Section 11-243 of the Administrative Code of the City of New York, which was formerly Section J-51-2.5 of the Administrative Code (the "J-51 Program"), Purchasers are advised that Sponsor does not intend to apply for a partial abatement from real estate taxes under the J-51 Program or under any other abatement program which may then be available nor is Sponsor obligated to do so. Purchasers are advised that Sponsor does however reserve the right, in its sole and absolute discretion, to apply for same in the future. In the unlikely event Sponsor does decide to apply for a partial abatement from real estate taxes under the J-51 Program (or any other abatement program which is then available), the Condominium Board shall cooperate with Sponsor in applying for same.

Section 581 of the Real Property Tax Law provides that real property owned on a condominium basis shall be assessed for real estate tax purposes at a sum not exceeding the assessment which would be placed thereon if the property were not owned on a condominium basis. Section 339-y of the Condominium Act provides in part that each Unit and its Common Interest shall be separately assessed for tax purposes and that in no event shall the aggregate of the assessment of the Units plus their Common Interest exceed the total valuation of the property were the property assessed as one parcel.

The real estate tax estimates for each Unit were calculated on the assumption that the real estate taxes for the Residential Section payable with respect to each Residential Unit for the First Year of Condominium Operation will be allocated in the proportion that each Residential Unit's Common Interest bears to the aggregate Common Interest of all Residential Units. Upon determination of individual tax lots and individual Unit assessments, the New York City tax authorities have sometimes allocated taxes between the Units in proportion to each Unit's purchase price or imputed market value rather than its percentage interest in the Common Elements, and, if so, Units having the same or similar percentage interest which are determined to have a higher purchase price or market value will pay higher real estate taxes than are

reflected on Schedule A. After the Condominium is divided into individual tax lots and separately assessed, 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. Until the Units are separately assessed, the Condominium Board will pay all real estate taxes with respect to the Property and will be allocated to each Unit Owner based upon their respective Common Interest. (See the Section of the Plan entitled "Real Estate Taxes" set forth in Part I of the Plan for further discussion.)

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY regarding (i) the method to be employed by the New York City tax assessor in allocating individual Unit assessments, (ii) assessed values of the Condominium during the First Year of Condominium Operation or subsequent years, or (iii) of the tax rates for the projected First Year of Condominium Operation and subsequent years. Purchasers should note that real estate taxes may have to increase significantly. Sponsor makes no representations regarding levels of assessment or taxation in future years.

6. These figures represent both the aggregate total monthly and total annual estimated carrying charges which include estimated Common Charges and estimated real estate taxes. Purchasers may be able to deduct for income tax purposes a portion of real estate taxes as well as interest on their mortgage. Tax deductions may vary in future years due to changes in the interest rate on a Unit Owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in tax Laws, real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property. Reference should be made to note (4) of these Notes for certain other "home ownership" costs that may be incurred by Unit Owners.

SCHEDULE B – PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

THE 422 WEST 20TH STREET CONDOMINIUM
422 WEST 20TH STREET
NEW YORK, NEW YORK

SCHEDULE B

BUDGET OF PROJECTED RECEIPTS AND EXPENSES OF CONDOMINIUM OPERATIONS

FOR THE 12 MONTHS PROJECTED TO BEGIN JULY 1, 2012

RECEIPTS:	
COMMON CHARGES (1)	$ 623,400
LAUNDRY INCOME (1)	4,000
RESIDENT MANAGER CONTRIBUTION (2)	86,800
	$ 714,200
EXPENSES: (3)	
LABOR AND RELATED BENEFITS (4)	$ 256,300
MANAGEMENT FEE (5)	30,000
LEGAL AND ACCOUNTING (6)	10,000
ADMINISTRATIVE EXPENSES (7)	16,000
INSURANCE (8)	42,400
ELECTRICITY - COMMON AREAS (9)	51,300
GAS (10)	52,600
HEATING (11)	45,000
WATER AND SEWER (12)	49,900
SERVICE CONTRACTS AND SUPPLIES (13)	55,500
REPAIRS AND MAINTENANCE (14)	26,500
RESIDENT MANAGER UNIT (15)	63,700
CORPORATION TAXES (16)	5,000
CONTINGENCY (17)	10,000
TOTAL PROJECTED EXPENSES (18)	**$ 714,200**

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

THE 422 WEST 20TH STREET CONDOMINIUM
422 WEST 20TH STREET
NEW YORK, NEW YORK
FOOTNOTES TO CONDOMINIUM BUDGET

(1) **Common Charges - $623,400** – All amounts are projections for the first twelve (12) months of Condominium operation, which is assumed (for budget purposes), will begin July 1, 2012 through June 30, 2013 ("Projected First Year Budget"). All amounts are estimates and approximations. While they are believed to be reasonable, they are not assured or guaranteed. The actual first year of condominium operation may be earlier or later.

Common Expenses will be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

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

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

Purchasers should also note that even if the First Closing occurs on or before July 1, 2012 (or such other date projected as the date of commencement of condominium operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if the temporary certificate of occupancy has not been issued for the floors on which such units are located. In such a case, provided that Sponsor is pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damage or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

Purchasers are referred to the Section of the Plan entitled "Rights and Obligations of Sponsors" set forth in Part I of the Plan for details regarding Sponsor's obligations with respect to obtaining a certificate of occupancy for the Building. As more

particularly set forth in such section of the Plan, if the First Closing shall have occurred under a Temporary Certificate of Occupancy, Sponsor shall attempt to obtain a Permanent Certificate of Occupancy for the Building within two (2) years after the First Closing, subject, however, to force majeure, actions of the Condominium Board, actions by Unit Owners or tenants of Unit Owners, or any other cause over which Sponsor has no control, but in any event, before the expiration of the applicable Temporary Certificate of Occupancy, as same may be renewed, replaced or extended. Sponsor shall however, remain responsible to obtain a Permanent Certificate of Occupancy for the Property prior to the final expiration of all Temporary Certificates of Occupancy, as same may be renewed, replaced or extended, subject, however (after the expiration of the Initial Control Period), to the cooperation of the Condominium Board.

Laundry Income - $4,000 – The budgeted amount is based upon the Sponsor's budget expert in operating a laundry facility in similar buildings.

The Projected Receipts do not include any interest or investment income that may be received by the Condominium from investment of the Working Capital/Reserve Fund.

The Building is being converted and renovated. Accordingly, no historical receipts and expenses of Building operation are available for comparison purposes. Instead, the projected Common Charges in this Projected First Year Budget (the majority of projected source of receipts) are based on: (a) the estimates certified by Penmark Management, LLC, 770 Lexington Avenue 7th Floor, New York, NY 10065 of the reasonably anticipated costs of operation for the Projected First Year Budget under existing circumstances; (b) the assumption that present trends and conditions, to the extent applicable, will continue; and (c) the amount of Building expenses anticipated to be fairly and properly attributable to each category of Unit(s).

Budget forecasts are inherently uncertain as to how operating expenses will be affected by many variable factors as well as unforeseen events. The projected Common Charges in this Projected First Year Budget are good faith estimates, but cannot be, and are not, assured or guaranteed. In all likelihood, the actual operating expenses will vary from their estimates.

(2) **Resident Manager Contribution - $86,800** – This sum represents the Resident Manager's Contribution to be paid by Sponsor for the First Year of Condominium Operation, which Resident Manager's Contribution is anticipated to continue until the early to occur of (i) the date that the 455 Sponsor has elected to share the Resident Manager's Services and pay the 455 Share of the Resident Manager Costs or (ii) three (3) years from the date of First Closing (the "Sponsor Contribution Period"). Upon the expiration of the Sponsor Contribution Period, in the event that the 455 Sponsor has not elected to share the Resident Manager's Services and pay the 455 Share the Condominium will be responsible for one hundred (100%) percent of the Resident Manager Costs, which assuming no changes in the Budget for the First Year of Operation, would increase each Unit Owner's Common Charges by approximately 13.92%. Notwithstanding anything to the contrary set forth above, neither Sponsor

nor the owner of the 455 Property is under any obligation to construct the 455 Building, or if constructed, to submit the 455 Property to a condominium regime. Sponsor makes no guarantees or warranties regarding the timing or completion of construction of the 455 Building or whether the 455 Property will be submitted to a condominium regime or will require the Resident Manager Services. A copy of the form of Shared Services Agreement is set forth as an Exhibit in Part II of the Plan. Purchasers are referred to the Special Risks Section of the Plan under Special Risk 50 set forth in Part I of the Plan for details regarding Sponsor's obligation with respect to the Resident Manager's Contribution subsequent to the First Year of Condominium Operation.

(3) **First Year's Projected Expenses** – The Building is being converted and renovated. Accordingly, no historical operating expenses of the Building are available for comparison purposes. The projected Expenses in this Projected First Year Budget are based mostly on: (a) the estimates certified by Penmark Management, LLC, 770 Lexington Avenue 7th Floor, New York, NY 10065 of the reasonably anticipated costs of operation for the Projected First Year Budget under existing circumstances and (b) the assumption that present trends and conditions, to the extent applicable, will continue. Certain of the estimated expenses (where indicated below) are based upon proposals that are non binding. No Budget item is guaranteed. This Projected First Year Budget has been reviewed and certified to be adequate by Penmark Management, LLC. Please refer to Note (2) of this Projected First Year Budget above regarding the Resident Manager's Contribution to be paid by Sponsor for the First Year of Condominium Operation.

(4) **Labor and Related Benefits - $256,300** – The Building staff will consist of a Resident Manager, 1 lobby attendant and 1 porter; all full-time (all non-union). The projected level of staffing for the Building complies with all applicable housing and labor laws. In addition, the Building will be serviced by a virtual doorman twenty-four (24) hours a day, seven (7) days a week as of the First Closing in accordance with the terms of the Plan. Please refer to Note 13 of this Projected First Year Budget for details of the costs associated with the virtual doorman.

The Projected First Year Budget assumes, even though the lobby attendant and porter are non-union, they will receive pay and related benefits as provided in the Local 32B-32J, Service Employees International Union contract. The current union contract is for the period April 21, 2010 through April 20, 2014 for doormen/concierge and porters. The Projected First Year Budget provides for increases effective April 21, 2012 and April 21, 2013 as provided in the current contract; $.55 and $.575 per hour respectively.

The Resident Manager's base wages and projected vacation, holiday, sick days, contingency, payroll taxes and benefits are detailed below.

The full staff may not be employed until title to fifty (50%) percent of the Residential offered for sale have been conveyed to Purchasers under the Plan, provided, however, in addition to the virtual doorman, the lobby will be attended for an eight hour shift seven (7) days a week as of the First Closing.

Annual Salary	$ 80,000
Overtime, Bonus	2,000
Total Payroll	82,000
Related Benefits:	
FICA Employer 7.65%	6,273
Federal Unemployment	
Federal and NY State Unemployment ($456/annum/employee)	456
MTMCT Tax 0.34%	279
Disability Insurance	60
Worker's Compensation ($4.22/$100 of salary)	3,460
Health Insurance	17,360
Total Labor & Related Benefits	$109,888

Notwithstanding anything to the contrary contained herein, during the First Year of Condominium Operation, fifty percent (50%) of the labor costs associated with the Resident Manager will be paid by Sponsor or its designee until the early to occur of (i) three (3) years from the First Closing, or (ii) such time, if ever, that the Condominium enters into the Shared Services Agreement with the owner of the 455 Property. Please refer to Note 2 of this Projected First Year Budget and also the Special Risks Section of the Plan under Special Risk 50 set forth in Part I of the Plan and a copy of the Shared Services Agreement, set forth as an Exhibit in Part II of the Plan for further details.

The base wages and projected vacation, holiday, sick days, contingency, payroll taxes and benefits are as follows:

Lobby Attendant	$ 43,422
1 Porter	43,422
Overtime, Vacation, Bonus, Temps, etc.	8,404
Total Payroll	95,248
Related Benefits:	
FICA Employer 7.65%	7,286
Federal and NY State Unemployment ($456/annum/employee)	912
MTMCT Tax 0.34%	325
Disability Insurance	120
Worker's Compensation ($4.22/$100 of salary)	4,021
Benefits (Health, Pension, Annuity)	38,500
Total Labor & Related Benefits	$146,412
Total Labor & Related Benefits	**$256,300**

(5) **Management Fee - $30,000** – The budget expense is based upon the proposed management agreement with Urban Associates, LLC (a Sponsor-affiliated entity) for a term of five (5) years. The services of the managing agent shall commence at or prior to the First Closing and shall continue until the fifth anniversary of such date. The fee will be $30,000 for the First Year of Condominium Operations subject to 5%

increases per annum compounded. Please refer to the Section of the Plan entitled "Management Agreement" set forth in Part I of the Plan for further details.

The Management Fee reflects the prevailing costs for similar services in comparable buildings and is based on the size of the building and number of Condominium Units.

The Management Fee shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(6) **Legal and Accounting -$10,000** – The Condominium will incur auditing fees in connection with the preparation of the Condominium's first year's audited financial statements and its Federal, State, and City income tax returns.

No accountant has been engaged at this time. The projection is based upon a proposal for said accounting services made by Kleiman & Weinshank, LLP, Certified Public Accountants, having an office at 2 Penn Plaza, 5th Floor, New York, New York 10121.

The Condominium is not anticipated to retain an attorney during the First Year of Condominium Operation. Any expense incurred for legal service for this Projected First Year Budget is anticipated to be minimal in amount.

Accounting Fees	$ 9,000
Legal Fees	1,000
Total	**$10,000**

These profession fees are for the entire Condominium and shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(7) **Administrative Expenses - $16,000** – Administrative Expenses are costs anticipated to be incurred in the running of the Condominium. Administrative Expenses for the First Year of the Condominium Operation are budgeted as follows:

Telephone	$ 5,000
Permits/Licenses/Fees	1,000
Office Supplies	3,000
Dues & Subscriptions	1,000
Computer/Data Processing	3,000
Uniforms	2,000
Miscellaneous Admin.	1,000
Total	**$16,000**

These administrative expense are for the entire Condominium and shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(8) **Insurance - $42,400** – This budgeted amount includes liability insurance, Directors and Officers insurance and Boiler and Machinery insurance for the Condominium. Insurance for each Condominium Unit is maintained by the respective Owner. Insurance coverage for the First Year of Condominium Operation is projected on the basis of estimated insurance premiums provided by T & H Group Insurance, 320 West 57th Street, New York, New York 10019, in a letter dated July 18, 2011 and the liability insurance coverage for the First Year of Condominium Operation is adequate given the size of the Building. The total estimated premiums are $42,400.

When renovations to the Building are completed, T & H Group Insurance will provide a Special Cause of Loss Property Insurance Policy (All Risk) that will include coverage for fire and casualty under an agreed amount replacement cost endorsement which will also include an 80% Co-Insurance Clause that will be waived by the above agreed amount endorsement so that the Condominium will not be a coinsurer. Therefore, there is no co-insurance penalty clause.

The building will be insured with a limit (amount of Insurance) in the total sum of $17,113,102. The Condominium Board will be named as insured under the Special Cause of Loss (All Risk) Property Insurance Policy. At the time of a covered loss, the insurance company will pay up to the limit of the policy ($17,113,102 on the building) for partial or total loss at replacement cost without depreciation and without a co-insurance penalty, subject to the policy deductible. Fire, casualty and general liability insurance will be on the terms that provide: (i) that each Unit Owner is an additional insured party; (ii) there will be no cancellation without notice to the Board of Managers; (iii) a waiver of subrogation; (iv) a waiver of invalidity because of the acts of the insured and Unit Owners; and (v) waiver of pro-rata reduction if Unit Owners obtain additional coverage.

Property Insurance	Limits Provided
All Risk, Replacement Cost, Waiver of Coinsurance, $10,000 Deductible	$ 17,113,102
All Risk Insurance on Personal Property Subject to $10,000 Deductible	$ 100,000
All Risk on Rent received from Tenants Or Condominium Common Charges NOTE: Condominium Common Charges are not rental Income. Condominium Common Charges are not covered	$ -0-
Ordinance or Law coverage to Buildings	
Coverage A – Loss of Building value	Included in above limit
Coverage B – Demolition	$ 4,750,000
Coverage C – Increased Cost of Construction	$ 4,750,000
Flood, $50,000 Deductible	$ 5,000,000

Earthquake, $50,000 Deductible	$ 5,000,000
General Liability Insurance	
Comprehensive General Liability Bodily Injury and Property Damage	$1,000,000 per occurrence $2,000,000 general aggregate
General Liability Insurance (continued)	
Water Danage Legal Liability	Included
Hired car/Non-Owned Automobile	Included
Elevator Collision	Included
Directors & Officers Liability	
$ -0- Deductible	$ 1,000,000 aggregate
Crime Coverage	
Employee Fidelity Coverage	$ 250,000
Commercial Umbrella	
Umbrella Liability excess of above Comprehensive General Liability Limits	$100,000,000
Boiler and Machinery Policy	
Comprehensive Perils	Included
Total Annual Premium (estimated not guaranteed) (rounded to nearest $100)	**$42,400**

The Brodsky Organization, a sophisticated real estate developer, has developed numerous real estate projects in the Metropolitan area and, in connection with its extensive real estate portfolio has negotiated a "Master Package Program" with T & H Group Insurance for insurance coverage. The coverage and pricing for this quote are part of the Master Package Program provided by T & H Group Insurance for the Brodsky Organization. It can be assumed that the premiums quoted under the Master Package Program for the Brodsky Organization would be higher if obtained "outside" of the Master Package Program. The premiums quoted are projected based on current pricing and cannot be guaranteed.

Unit Owners will be obligated under the terms of the Condominium Documents to purchase certain property and liability insurance covering their respective Condominium Units and personal property, at their own cost and expense.

Purchasers are referred to the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers" set forth in Part I of the Plan and a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.

The insurance premium for insurance coverage of the Condominium shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(9) **Electricity – Common Elements - $51,300** - Includes the cost of electricity for the Common Elements and does not include the cost of electricity to individual Condominium Units. Each Unit Owner will be responsible for electricity cost to his or her own Condominium Unit. Electricity for the Common Elements is purchased from Consolidated Edison. The individual Units will be directly metered and billed on a monthly basis by Consolidated Edison. Avcon Engineering PC, 545 Eighth Avenue, 18th Floor, New York, New York 10018 has estimated that the total consumption of electricity for the Common Elements will be 227,448 kilowatt hours per year.

Description	Projected Usage	Average Cost of Electricity	Projected Cost
Energy Charge	227,448 KWH	$0.14697/KWH x 10% increase	$ 36,770
Delivery Charge	227,448 KWH	$0.05818/KWH	13,230
Sales Tax at 4% of Energy Charge			1,300
			$ 51,300

It is believed that the projected expense should be sufficient to cover any reasonable increase in the cost of electricity during the First Year of Condominium Operation. However, no warranty is made that the projection for electricity will be in accordance with the actual cost of the same during the First Year of Condominium Operation.

For information on estimated electricity used in the individual Condominium Units, which will be the responsibility of the respective Unit Owners, please refer to the Avcon Engineering PC letter dated January 17, 2012, which is included as an Exhibit in Part I of the Plan.

The electricity for Common Elements of the Condominium shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(10) **Gas - $52,600** – Gas is for the purpose of domestic hot water to the Condominium Units, cooking ranges in the Residential Units and heating to the public corridors. Avcon Engineering PC, 545 Eighth Avenue, 18th Floor, New York, New York 10018 has estimated that the total annual consumption of gas will be 28,755 therms.

	Projected Consumption	Average Cost	Projected

Description	(Therms)	of Gas per Therm	Cost
Domestic Hot Water	21,306	$1.73 x 10% increase	$38,500
Cooking	4,836	$1.73 x 10% increase	9,200
Heating Corridors	2,613	$1.73 x 10% increase	4,900
		Total	**$52,600**

It is believed that the current figures should be sufficient to cover the cost of gas during the First Year of Condominium Operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the First Year of Condominium Operation.

The gas expense for the Condominium shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(11) **Heating - $45,000** – Heating is supplied to each Condominium Unit and Common Elements via a central hot water boiler plant. Oil # 2 is utilized as a source of fuel for the burner.

Avcon Engineering PC, 545 Eighth Avenue, 18th Floor, New York, New York 10018 has estimated that the total consumption of fuel oil for heating will be 17,893 gallons for the First Year of Condominium Operation. These estimates are further detailed below:

Description	Projected Consumption (Gallons)	Average Cost of #2 Oil per Gallon	Projected Cost
Building Heating	17893	$2.52	$45,000

It is believed that the current figure should be sufficient to cover the cost of gas during the First Year of Condominium Operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the First Year of Condominium Operation.

The heating expense for the Condominium shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(12) **Water and Sewer - $49,900** – Avcon Engineering PC, 545 Eighth Avenue, 18th Floor, New York, New York 10018 has estimated that the total annual consumption of water for the First Year of Condominium Operation will be 552,587 cubic feet.

Year	Projected Consumption (Cu. Ft)	Cost Per 100 Cubic Foot	Projected Cost
2012/13	552,587	$8.2103 x 10% increase	$49,900

The actual cost of water and sewer services will depend, in part, on the level of water consumption and the rates and formulas for these services set by The City of New

York. Consumption will largely be affected by the amount of water usage in the individual Condominium Units.

The water and sewer expense for the Condominium shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(13) **Service Contracts and Supplies - $55,500** – Contracts for the following services have been estimated for the First Year of Condominium Operation. The budgeted amounts are based upon the experience of the Sponsor's budget expert, Penmark Management, LLC, located at 770 Lexington Avenue, 7th Floor, New York, NY 10065, in operating similar buildings. Any references to service contracts in the Plan are estimates based on discussions with potential providers of service contracts. No contracts have been signed at this time.

Name of Contractor	Nature of Service	Term of Agreement	Estimated Cost
To be determined	Elevator Maintenance	Annual	$19,000
To be determined	Virtual Doorman	Annual	9,000
To be determined	HVAC	Annual	2,000
To be determined	Exterminator	Annual	2,500
To be determined	Water Treatment	Annual	5,000
To be determined	Health Club	Annual	1,000
To be determined	Fire Protection	Annual	5,000
Total Service Contracts			43,500
Building/Janitorial Supplies			12,000
Total Service Contracts and Supplies			**$55,500**

The expense for service contracts and supplies for the Condominium shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(14) **Repairs & Maintenance - $26,500** – The budgeted figure is based on an estimation of repairs to the Common Elements (other than those portions of the Condominium Units that are the responsibility of the Unit Owners to maintain), including but not limited to, the roof, the plumbing and electrical systems, painting, landscaping and of elements of the H.V.A.C. system exclusively servicing the Condominium Common Units. No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditures. The budgeted amount is based on the Sponsor's experience in operating buildings of comparable size and quality. The budgeted figure does not include repairs, painting, maintenance, or supplies for individual Condominium Units, all of which are the responsibility of the respective Unit Owners.

Repairs and maintenance for the Condominium shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(15) **Resident Manager Unit - $63,700** – The Resident Manager will reside in a Unit ("Resident Manager's Unit") in the Condominium pursuant to the terms of the Plan. The Resident Manager's Unit is being retained by Sponsor and rented to the Condominium. The lease for the Resident Manager's Unit will be for a term of five (5) years with rent at $54,000 per annum ($4,500 payable monthly) for the first two (2) years, increasing to $58,200 per annum ($4,850 payable monthly) for the remainder of the term (collectively, the "Rent"). In addition to the Rent, the budgeted amount includes utilities and telephone for the Resident Manager's Unit, together with parking as set forth hereinbelow. Please see Note 4 of this Projected First Year Budget for projected costs for wages, benefits, insurance etc. for the Resident Manager.

Total Rent	$54,000
Utilities	3,700
Telephone	1,000
Parking	5,000
Total	**$63,700**

The Rent and the costs for utilities, telephone and parking for the Resident Manager's Unit shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan. The total estimated annual consumption of electricity will be 13,183 kilowatt hours (KWH) at an average cost of $0.20515/KWH (including delivery charge) plus a 10% inflation factor and 4% sales tax or $3,450. The estimated annual consumption of cooking gas will be 124 therms at an average cost of $1.73 (plus 10% inflation factor) per therm of $250.

Notwithstanding anything to the contrary contained herein, during the First Year of Condominium Operation, fifty percent (50%) of the Rent, utilities, telephone and parking costs associated with the Resident Manager will be paid by Sponsor or its designee until the early to occur of (i) three (3) years from the First Closing, or (ii) such time, if ever, that the Condominium enters into the Shared Services Agreement with the owner of the 455 Property. Purchasers are referred to the Special Risks Section of the Plan under Special Risk 50 set forth in Part I of the Plan for the payment of the costs of the Resident Manager's Unit subsequent to the First Year of Condominium Operation. Please also refer to Notes 2 and 4 of this Projected First Year Budget and a copy of the Shared Services Agreement set forth as an Exhibit in Part II of the Plan for further details.

(16) **Corporation Taxes - $5,000** – The budget for Corporation Taxes assumes an estimate of $3,000 for New York State General Business Franchise Tax, including MTA Surcharge and $2,000 for New York City General Corporation Tax.

The corporation taxes for the Condominium shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(17) **Contingency - $10,000** – This fund may be used at the discretion of the Condominium Board toward unforeseen expenses or other appropriate Condominium expenses not included in this Projected First Year Budget. The purpose of the Contingency is intended to provide for any unanticipated expenses or unanticipated increase in projected expenses.

The contingency shall be borne by all Unit Owners and allocated based upon each Unit Owner's allocable percentage of Common Interest as set forth in Schedule A in Part I of the Plan.

(18) **Total Projected Expenses - $714,200** – This projection set forth in this Projected First Year Budget assumes that the First Year of Condominium Operation will cover the period from July 1, 2012 through June 30, 2013.

IN THE OPINION OF PENMARK MANAGEMENT, LLC, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE CONDOMINIUM'S FIRST YEAR OF CONDOMINIUM OPERATION OF THE PROPERTY, ASSUMING THE FIRST YEAR COMMENCES JULY 1, 2012. SCHEDULE B, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTY OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES, OTHER INCOME OR ESTIMATED EXPENSES FOR THE FIRST YEAR OR ANY SUBSEQUENT YEAR OF CONDOMINIUM OPERATION WILL BE AS SET FORTH IN SAID SCHEDULE B, AND IT IS LIKELY THAT ACTUAL COMMON CHARGES, AS WELL, AS, INCOME AND EXPENSES WILL VARY FROM THE AMOUNTS SHOWN IN SCHEDULE B.

IN THE EVENT THE ACTUAL OF PROJECTED COMMENCEMENT DATE OF THE FIRST YEAR OF CONDOMINIUM OPERATIONS IS TO BE DELAYED MORE THAN SIX (6) MONTHS FROM THE ANTICIPATED DATE OF FIRST CLOSING, THE PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET DISCLOSING THE THEN CURRENT BUDGET PROJECTIONS. IF THE COMMON CHARGES IN THE REVISED BUDGET PROJECTIONS EXCEED THE EARLIER BUDGET PROJECTIONS BY TWENTY-FIVE PERCENT (25%) OR MORE, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT TO RESCIND THEIR PURCHASE AGREEMENTS AND HAVE THEIR DEPOSITS REFUNDED TO THEM, WHETHER OR NOT THE SPONSOR OFFERS TO GUARANTEE THE EARLIER BUDGET PROJECTIONS.

SPONSOR HAS RESERVED THE RIGHT TO MODIFY, RENEW AND REPLACE EXISTING SERVICE MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS AND INSURANCE POLICIES, AND TO ENTER INTO NEW AGREEMENTS AND POLICIES THAT WILL BE BINDING ON THE CONDOMINIUM ON THE FIRST CLOSING DATE. HOWEVER, NO SERVICE OR MAINTENANCE CONTRACT WILL BE MADE WHICH WOULD MATERIALLY INCREASE THE ESTIMATED COMMON CHARGES SET FORTH IN THIS PROJECTED FIRST YEAR BUDGET UNLESS THE PLAN IS AMENDED.

SCHEDULE B - 1 ESTIMATED ENERGY COSTS

AVCON
Engineering PC

January 17, 2012

Mr. Steven Hirschberg
420 West 20th Street LLC
The Brodsky Organization
400 West 59th Street
New York, NY 10019

RE: **Energy Budget Estimates**
420-424 West 20th Street
New York, NY
Avcon project #9103

Dear Steven,

Below please find preliminary energy utility budgets for 420-424 West 20th Street for electricity, water, sewer, fuel oil, and natural gas. The estimates are provided for residential units as well as for the common areas.

For the purpose of this estimate the common areas include stairways, hallways, lobby, laundry room, fitness center, and mechanical rooms in the cellar.

A. Electricity

Electricity supplied by Con Edison to the residential units and common areas is metered separately by the utility meters. Estimates include electrical consumption for lighting, appliances, equipment, air conditioning units, elevators, etc.

ELECTRICAL BASE BUILDING LOAD

Name of the load	Load	TTL connected			Note
		kVA	PF	kW	
1. Elevators	2 @10HP	22.2	0.65	14.43	Table 620-14 NEC
2. Laundry (3 dryers, 6 washers)		17.3	0.98	16.95	Table 220-54 NEC
3. Boilers and related equipment		17.3	0.85	14.71	
4. Air condition equipment & fans					
a) Roof top unit		20.2	0.85	17.17	
b) CU-1		29.7	0.85	25.25	
c) AH-1/BS-1 (fitness ctr)		1.2	0.85	1.02	
d) AH-2/BS-2 (lobby)		0.6	0.85	0.51	
e) AH-3/BS-3 (laundry room)		0.6	0.85	0.51	
f) AH-4/BS-4 (super's office)		0.3	0.85	0.26	
g)GX-R-1		0.2	0.85	0.17	

h)GX-C-1		0.2	0.85	0.17	
i)TX-C-1		0.2	0.85	0.17	
j)TX-C-2		0.2	0.85	0.17	
5. Trash compactor	5HP	6.0	0.85	5.10	
6. Fitness center equipment		10	0.9	9.00	
7. Domestic water booster pumps	2x5HP	12	0.85	10.20	
8. Sprinkler/smoke detection		1.2	0.95	1.14	
9. Fitness center lighting (1200sq.ft)		2.4	0.95	2.28	2VA/sq.ft
10. Common area lighting (5000sq.ft)		5.0	0.95	4.75	1VA/sq.ft
11. Miscellaneous		20	0.9	18.00	
TOTAL OPERATING LOAD		166.8		141.95	

COMMON CHARGES -YEARLY OPERATING COST

NAME OF THE LOAD	Load kW	DF	Hrs/year	Consumed energy kWHrs/year	Elec. Energy charges $
1. Elevators	14.4	0.20	6000	17,316.00	
2. Laundry (3 dryers, 6 washers)	17.0	0.50	6000	50,862.00	
3. Boilers and related equipment	14.7	0.80	4600	54,114.40	
4. Air condition equipment & fans					
a) Roof top unit	17.2	0.60	3000	30,906.00	
b) CU-1	25.2	0.30	5000	37,867.50	
c) AH-1/BS-1 (fitness ctr)	1.0	0.30	3000	918.00	
d) AH-2/BS-2 (lobby)	0.5	0.50	3000	765.00	
e) AH-3/BS-3 (laundry room)	0.5	0.50	6000	1,530.00	
f) AH-4/BS-4 (super's office)	0.3	0.50	3000	382.50	
g)GX-R-1	0.2	0.50	8760	744.60	
h)GX-C-1	0.2	0.50	8760	744.60	
i)TX-C-1	0.2	0.20	8760	297.84	
j)TX-C-2	0.2	0.20	8760	297.84	
5. Trash compactor	5.1	1.00	800	4,080.00	
6. Fitness center equipment	9.0	0.25	3000	6,750.00	
7. Domestic water booster pumps	10.2	0.60	3000	18,360.00	
8. Sprinkler/smoke detection	1.1	0.20	8760	1,997.28	
9. Fitness center lighting	3.4	0.80	5000	13,680.00	
10. Common area lighting	4.8	0.80	8760	33,288.00	
11. Miscellaneous	18.0	0.50	3000	27,000.00	

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Total energy consumption per year				227,447.68	
NAME OF THE LOAD	**Load kW**	**DF**	**Hrs/year**	**Consumed energy kWHrs/year**	**Elec. Energy charges $**
Total per other month (12.695 cents)				151,631.79	19,249.66
Total energy charge per year					**33,427.23**
Energy Delivery Charge:					
Summer: first 250kWHr@5.823 cents					14.56
Summer: rest @6.554 cents					4,952.59
Other month: first 250kWHr@5.823cents					14.56
Other month: rest @5.353cents					8,103.47
Total energy delivery charge					**13,085.17**
Customer charge $12.42/month					**149.04**
Summary:					
Energy Charge (with 10% escalation and 4% sales tax)					38,107.04
Energy Delivery Charge					13,085.17
Customer Charge					149.04
Total common charge					51,341.25

Apartment Operating Cost (Note: Unit Names Refer To Marketing Designations)

Unit Name	kW	DF	Hrs/day	kWHr/mo	Price$/Mo 24cent/kWhr.	Projected 2012 price$
1-brm unit: 2C / 3C / 4C						
1. Lighting and receptacles	1.908	0.25	6	85.9		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.37	0.8	6	53.3		
4. A/C outdoor init	3.7	0.8	6	532.8		
TOTAL				**1005.4**	**241.29**	**265.42**
1-brm unit: Parlor D						
1. Lighting and receptacles	2.517	0.25	6	113.3		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.37	0.8	6	53.3		
4. A/C outdoor init	3.7	0.8	6	532.8		
5. Washer/Dryer	3		-	30.0		
TOTAL				**1062.8**	**255.07**	**280.58**

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Unit Name	kW	DF	Hrs/day	kWHr/mo	Price$/Mo 24cent/kWhr.	Projected 2012 price $
1-brm unit: 2E / 3E / 4E						
1. Lighting and receptacles	1.809	0.25	6	81.4		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.37	0.8	6	53.3		
4. A/C outdoor init	3.7	0.8	6	532.8		
TOTAL				**1000.9**	**240.22**	**264.25**
1-brm unit: 5C						
1. Lighting and receptacles	1.908	0.25	6	85.9		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.6	0.8	6	86.4		
4. A/C outdoor init	1.9	0.8	6	273.6		
TOTAL				**779.3**	**187.03**	**205.74**
1-brm unit: 5E						
1. Lighting and receptacles	1.809	0.25	6	81.4		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.6	0.8	6	86.4		
4. A/C outdoor init	1.9	0.8	6	273.6		
TOTAL				**774.9**	**185.97**	**204.56**
3-brm unit: Parlor A / 2A / 3A/ 4A						
1. Lighting and receptacles	4.932	0.25	6	221.9		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.99	0.8	6	142.6		
4. A/C outdoor init	7.65	0.8	6	1101.6		
5. Washer/Dryer	3		-	30.0		
TOTAL				**1829.6**	**439.09**	**483.00**
3-brm unit: 5A						
1. Lighting and receptacles	4.932	0.25	6	221.9		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	1.2	0.8	6	172.8		
4. A/C outdoor init	7.65	0.8	6	1101.6		
5. Washer/Dryer	3		-	30.0		
TOTAL				**1859.8**	**446.35**	**490.98**
Unit Name	**kW**	**DF**	**Hrs/day**	**kWHr/mo**	Price$/Mo 24cent/kWhr.	Projected 2012 price $
3-brm unit: Parlor F (Super)						
1. Lighting and receptacles	3.24	0.25	6	145.9		

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2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.6	0.8	6	86.4		
4. A/C outdoor init	3.7	0.8	6	532.8		
TOTAL				**1098.6**	**263.66**	**290.03**
1-brm unit: Parlor B						
1. Lighting and receptacles	3.057	0.25	6	137.6		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.6	0.8	6	86.4		
4. A/C outdoor init	3.7	0.8	6	532.8		
TOTAL				**1090.2**	**261.65**	**287.82**
2-brm unit: Parlor H / 2G / 3G / 4G / 5G						
1. Lighting and receptacles	2.793	0.25	6	125.7		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.4	0.8	6	57.6		
4. A/C outdoor init	3.7	0.8	6	532.8		
5. Washer/Dryer	3		-	30.0		
TOTAL				**1079.5**	**259.09**	**285.00**
2-brm unit: Parlor G / 2H / 3H / 4H / 5H						
1. Lighting and receptacles	2.766	0.25	6	124.5		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.4	0.8	6	57.6		
4. A/C outdoor init	3.7	0.8	6	532.8		
5. Washer/Dryer	3		-	30.0		
TOTAL				**1078.3**	**258.80**	**284.68**
2-brm unit: 2B / 3B /4B						
1. Lighting and receptacles	2.283	0.25	6	102.7		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.4	0.8	6	57.6		
4. A/C outdoor init	3.7	0.8	6	532.8		
TOTAL				**1026.6**	**246.38**	**271.02**
2-brm unit: 5B						
1. Lighting and receptacles	2.283	0.25	6	102.7		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.37	0.8	6	53.3		
4. A/C outdoor init	3.95	0.8	6	568.8		
TOTAL				**1058.3**	**253.98**	**279.38**
Unit Name	**kW**	**DF**	**Hrs/day**	**kWHr/mo**	Price$/Mo 24cent/kWhr.	Projected 2021 price$

						adjustment.
2-brm unit: 2D / 3D / 4D						
1. Lighting and receptacles	2.289	0.25	6	103.0		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.4	0.8	6	57.6		
4. A/C outdoor init	3.7	0.8	6	532.8		
TOTAL				**1026.9**	**246.45**	**271.09**
2-brm unit: 5D						
1. Lighting and receptacles	2.289	0.25	6	103.0		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.37	0.8	6	53.3		
4. A/C outdoor init	3.95	0.8	6	568.8		
TOTAL				**1058.5**	**254.05**	**279.45**
2-brm unit: 2F / 3F / 4F						
1. Lighting and receptacles	2.493	0.25	6	112.2		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.37	0.8	6	53.3		
4. A/C outdoor init	3.95	0.8	6	568.8		
TOTAL				**1067.7**	**256.25**	**281.88**
2-brm unit: 5F						
1. Lighting and receptacles	2.493	0.25	6	112.2		
2. Appliances	2.85	0.65	6	333.5		
3. A/C indoor unit	0.37	0.8	6	53.3		
4. A/C outdoor init	3.95	0.8	6	568.8		
TOTAL				**1067.7**	**256.25**	**281.88**

Heating is supplied to each Residential Unit and common areas via central hot water boiler plant. Oil # 2 is utilized as a source of fuel for the burner. The following is approximate calculations for the oil consumption for heating. Note: Unit Names Refer To Marketing Designations.

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Item	Unit Name	Gallons of oil Consumed/ Year (1)	Annual Estimated Budget ($)	Quantity	Total Est. Oil Budget/ Year ($) (2)	Projected 2012 price ($) (3)
1	**1 BR unit**: 2C / 3C / 4C / 5C Parlor D / 2E / 3E / 4E / 5E	251	574	9	5,166	5,682
2	**3BR unit**: Parlor A / 2A / 3A / 4A / 5A	740	1691	5	8,455	9,301
3	**3 BR unit:** Parlor F (Super)	440	1,007	1	1,007	1,107
4	**1BR unit: Parlor B**	396	907	1	907	998
5	**2BR unit: Parlor H / 2G / 3G /4G /5G** Parlor G / 2H / 3H / 4H / 5H	370	846	10	8,460	9,306
6	**2BR unit:** 2B / 3B / 4B 5B 2D / 3D / 4D / 5D	308	705	8	5,642	6,206
7	**2 BR unit:** 2F / 3F 4F / 5F	326	745	4	2,980	3,278
8	Common Areas	3,080	7,053	1	7,053	7,758
9	Community Facility	550	1,260	1	1,260	1,386
Total Building Oil Consumption for heating					**$40,930**	**$45,023**

1. Heating is based on number of degree days per year in which New York experiences temperatures below 65 Degrees F.
2. Cost for oil is based on $2.29/Gal.
3. Cost projected for 2012 is based on $2.52/gal.

C. Water and Sewer

A single water meter will be provided by the utility to the building. Water service for common area and residential units is not individually metered. The following is approximate calculations for water/sewer charges:

The estimated first year cost for water and sewer:

Item	Description	Cubic Feet /Year	Annual Estimated Budget ($) (1) (3)	Quantity	Total Est. Water/Sewer Budget/ Year ($) (1) (3)	Projected 2012 price ($)
1	**1 BR unit:** Parlor B / 2C / 3C / 4C / 5C Parlor D / 2E / 3E / 4E / 5E	7,281	230	10	$2,300	$2,530
2	**2BR unit**: 2B / 3B / 4B / 5B 2D / 3D / 4D / 5D 2F / 3F 4F 5F Parlor H / 2G / 3G 4G / 5G	14,563	461	22	$10,142	$11,156
3	**3BR Unit: Parlor A / Parlor F (Super) / 2A / 3A / 4A / 5A**	19,418	615	6	$3,690	$4,059
4	Common Laundry (6 Washers)	43,690	1,385	1	$1,385	$1,524
	Total Building Consumption for Water	552,587			**$17,517**	**$19,509**

Water: 552,587 cubic feet/yr x $3.17/100 cu.ft. = $ 17,543/yr (1)
Sewer: $17,517 x 1.59 = $ 27,893/yr
Total Water and Sewer: **$ 45,368/yr** (2)

Projected 2012 price adjustment 10% increase **$49,905/yr**

1. Cost for water is based on $3.17 /100 cu.ft.
2. Cost for water and sewer is based on $8.21/cu.ft.
3. These rates are effective July 1, 2011.

D. Natural Gas

The building is presently provided with three gas services and three gas meters, that will remain. Natural gas for domestic hot water and cooking shall be supplied by Con Edison.

a) Domestic hot water.

Domestic hot water for the residential units and common areas will be produced using common gas fired heaters. The following is approximate calculations for gas charges for domestic hot water:

Item	Description	Therms /Year	Annual Estimated Budget ($)	Quantity	Total Est. Gas Budget/ Year ($)	Projected 2012 price ($)
1	**1 BR unit:** Parlor B / 2C / 3C / 4C / 5C Parlor D / 2E / 3E / 4E / 5E	304	526	10	$5,260	$5,786
2	**2BR unit**: 2B / 3B / 4B / 5B 2D / 3D / 4D / 5D 2F / 3F 4F 5F Parlor H / 2G / 3G 4G / 5G	401	694	22	$15,268	$16,795
3	**3BR Unit:** Parlor A / Parlor F (Super) / 2A / 3A / 4A / 5A	426	737	6	$4,422	$4,864
4	Hot water common Laundry (6 Washers)	5300	9,169	1	$9,169	$10,086
5	Gas dryer-common Laundry (3 dryers)	1315	2,275	1	$2,275	$2,503
	Total Building Gas Consumption for Domestic Hot Water				**$35,008**	**$38,508**

Cost for gas consumption is based on $1.73/Therm.

1. Hot water consumption is based on the following:
   1 BR 125 gal/day
   2 BR 150 gal/day
   3 BR 175 gal/day
2. Washers operation is based on 20 gal of hot water per wash, three times per day, 365 days.

b) Cooking

The following is approximate calculations for gas charges for cooking:

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Item	Description	Therms Consumed (per year)	Annual Estimated Budget ($)	Quantity	Total Est. Gas Budget/ Year ($)	Projected 2012 price adjustment
1	Gas cooking Appliances Per apt.	124	$215	39	**$8,385**	**$9,224**

1. Cost for gas consumption is based on $1.73/Therm.

c) Roof Top Heating:
The following is approximate calculations for gas charges for corridors roof top heating:
2613 Therms/Year X $1.73/ Therm = $4520/Year

d) Total estimated gas consumption summary:

Domestic Hot Water : 21,306 Therms/Year Est. Gas Budget **$35,008**/ Year

Cooking: 4,836 Therms/Year Est. Gas Budget **$8,385**/ Year

Heating: 2,613 Therms/Year Est. Gas Budget **$4,520** / Year

Total Building Gas consumption **$47,835** / Year

Projected 2012 price adjustment 10% increase **$52,619** / Year

To the best of our knowledge the above calculations represent the approximate cost for the utility charges for the Building and residential units.

Very truly yours

E. Malkin

Ella Malkin P.E.
President

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

PENMARK
MANAGEMENT

PART 20: LETTER TO ATTORNEY GENERAL
RE: REAL PROPERTY LAW SECTION 339-i.(1) (iv) COMPLIANCE

February 24, 2012

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
422 West 20th Street Condominium
422 West 20th Street, a/k/a 420-424 West 20th Street
New York, New York ("Property")

Dear Sir/Madam:

420 West 20th Street, LLC, ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained Penmark Management LLC ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

The Firm is licensed as a real estate brokerage firm in the State of New York. The principals of the Firm have been engaged in the real estate and brokerage business for many years and have been actively associated with sale and management of condominium and cooperative buildings.

The Firm has been advised by Sponsor that the Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-i.(1) (iv) based upon the approximate proportion that the floor area of a Unit bears to the aggregate floor area of all of the Units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements in accordance with subsection (iv).

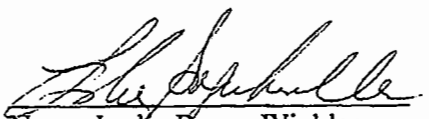
In the Firm's opinion, within the framework of Real Property Law Section 339-i.(1) (iv), this method of determining Common Interest is reasonable and equitable.

The Firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the preparation of this letter. The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

All capitalized terms not defined in this letter shall have the meaning ascribed to them in the Offering Plan.

Very truly yours,

PENMARK MANAGEMENT LLC

By: 
Name: Leslie Bogen Winkler
Title: Senior Vice President

COMMUNITY FACILITY UNIT

A. The Condominium will contain one (1) Community Facility Unit. The Community Facility Unit is **not** being offered for sale under this Plan.

B. In accordance with the terms and conditions of the purchase and sale agreement to which the Property was acquired, and as part of the consideration paid to Seminary by Sponsor, Sponsor is obligated to convey title to the Community Facility Unit to the Seminary for the nominal amount of one dollar ($1.00). The Seminary has advised that it intends to use the Community Facility Unit as a day care/pre-school; provided, however such Unit may be used for any lawful purposes. Prior to the First Closing, Sponsor intends to apply for a "no-action letter" from the Department of Law, which will enable Sponsor to convey title to the Community Facility Unit to The General Theological Seminary of the Protestant Episcopal Church in the United States, a religious corporation (the "Seminary") "without the protections of an offering plan."

C. The Community Facility Unit may be used for any lawful purposes, including, without limitation, as a community facility, department and other retail stores, theaters, banks, restaurants and commercial and professional offices, studios and storage space. No representation is made with respect to the continued ownership of all or any portion of the Community Facility Unit or as to who the tenants or occupants of any portion of the Community Facility Unit may be, at any time, or as to the uses to which any portion of the Community Facility Unit may be put at any time (except that the Community Facility Unit may be used for any lawful purpose), and no assurance is given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners.

D. The Condominium Board will have no right to restrict or limit the method of operation, use or appearance of any Community Facility Unit which are permitted by Law. No rules affecting the operation of the Community Facility Unit may be adopted or modified by the Condominium Board without the consent of the Community Facility Unit Owner. Notwithstanding the foregoing, if the insurance premiums for the Condominium are increased as the result of a particular use of a Community Facility Unit, the Community Facility Unit Owner of said Community Facility Unit shall be responsible for such increase in premium.

E. All or any part of each Community Facility Unit may be leased or subleased by the Community Facility Unit Owner, all as more fully set forth in the Declaration, a copy of which is set forth in Part II of the Plan.

F. There are no restrictions in the Declaration or By-Laws as to the sale or transferability of the Community Facility Unit. The Community Facility Unit Owner has the right to freely sell its Community Facility Unit, or to freely lease all or part of the Community Facility Unit, as the case may be, without having to first offer the same for sale or lease to the Condominium Board. Notwithstanding the foregoing, the Plan must first be amended should the Community Facility Unit be offered for sale under the Plan. The Residential Unit Owners, other than Sponsor, will have no interest in the rents, profits or revenues from the rental or use of any of the Community Facility Unit.

G. The basis for projecting the share of all Common Expenses attributable to the Community Facility Unit is the Common Interest of such Community Facility Unit.

H. According to the opinion of Penmark Management, the Common Charges projected to be payable by the owners of the Community Facility Unit is adequate and sufficient to cover the Common Expenses fairly attributable to the Community Facility Unit. (See a copy of the Certification of Sponsor's expert re: Adequacy of Common Charges payable by the Community Facility Units set forth as an Exhibit in Part II of the Plan.)

I. The Declaration and By-Laws authorize the special allocation and apportionment of profit and expenses or specific expense items based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. Any dispute regarding such allocation or apportionment shall be resolved by arbitration in accordance with the By-Laws, which provides for the arbitration to be conducted before one arbitrator in New York City by the American Arbitration Association.

J. Subject to the terms and provisions of the Declaration and By-Laws, the Community Facility Unit Owner has the right, in accordance with the terms of the Declaration and By-Laws, at its sole cost and expense, to subdivide, change the use, or make and perform Alterations in or to its Unit in compliance with the provisions of the By-Laws, without the prior consent of the Condominium Board or Unit Owner. In the event the Community Facility Unit Owner subdivides its Community Facility Unit, all references to Community Facility Unit Owner shall mean "Community Facility Unit Owners" and Community Facility Unit to "Community Facility Units." (See Article 10 of the Declaration and Article 6 of the By-Laws each set forth as an Exhibit in Part II of the Plan.)

K. The Community Facility Unit Owner, without the consent of the Condominium Board, Sponsor or any Unit Owner, and at its sole cost and expense, may make and perform any Alterations in or to its respective Unit and, in certain circumstances where the Community Facility Unit Owner must comply with Law, the Common Elements (for example, installing a vertical platform-type wheelchair lift and ramp in order to satisfy ADA compliance requirements); provided, that (i) the work is performed in compliance with all applicable Laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof; (ii) the Community Facility Unit Owner provides evidence of insurance to the Condominium Board for such work as then required by the Condominium Board; and (iii) the Community Facility Unit Owner shall agree, and shall be deemed to have agreed, to hold Sponsor, the Condominium Board and all other Unit Owners harmless from any costs or liability arising therefrom. In accordance with the By-Laws, in the event the Alterations desired to be performed by the Community Facility Unit Owner or which may be required by Law, to its Unit or the Common Elements are structural in nature (including, without limitation, affecting its entrance or the exterior façade adjacent to the Community Facility Unit) or impact upon Building Systems, the Community Facility Unit Owner shall, prior to commencing any such structural Alteration, provide the Condominium Board and Sponsor (i) at least thirty (30) days prior written notice that the Community Facility Unit Owner intends to commence such structural Alteration and setting forth in reasonable detail the material aspects of such proposed Alteration; and (ii) delivery of the following Work Conditions (defined below): (a) certificates of insurance indicating that the insurance coverage then required by the Condominium Board to be carried during the

performance of any structural Alterations, and otherwise in compliance with the By-Laws, (b) copies of its plans and specifications for the proposed Alteration, (c) a certification of the architect or engineer for the structural Alteration stating that such structural Alteration will not adversely affect the structural integrity of the Building, or the other Units or Common Elements, and/or the Building Systems, (d) in the case of structural Alterations involving noise, odor or vibrations, a certification of the architect or engineer for the structural Alteration stating that such structural Alteration will be performed in a commercially reasonable manner so as to minimize such noise, odor or vibrations (taking into account the fact that a majority of the Building will be occupied by residential owners); (e) copies of all necessary permits, authorizations, approvals and certificates required for the commencement of the structural Alteration; and (f) such other requirements as may be reasonably required by the Condominium Board (collectively, (a)-(f) the "Work Conditions"). (See a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

L. Certain easements have been reserved to the Community Facility Unit Owner in the Declaration. The Community Facility Unit Owner and its tenants, successors and assigns to the extent permitted by Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property, including but not limited to signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building, for the purposes of advertising (i) the sale or lease of the Community Facility Unit; and (ii) the operation of any business of a tenant or occupant of all or any portion of the Community Facility Unit provided, however, in all instances that any such signs are in keeping with the first class nature of the Building and will not block any windows in a Residential Unit. Community Facility Unit Owner and its tenants, successors and assigns shall have an easement to erect, maintain, repair and replace from time to time, lights and lighting fixtures on the Common Elements of the Condominium. The Community Facility Unit Owner shall have an easement and right to alter the exterior facade of the Building appurtenant to its Unit in order to comply with Law (including, without limitation, ADA compliance requirements, New York City Department of Buildings and Landmarks Preservation Commission) without obtaining Condominium Board approval. For example, in order to install a vertical platform-type wheelchair lift and ramp to satisfy ADA compliance requirements to access its Unit. The Community Facility Unit Owner shall be obligated to repair and restore the exterior facade affected, at its sole cost and expense. (See a copy of the Declaration set forth as an Exhibit in Part II of the Plan.)

M. The Condominium Board, at the request of Sponsor or the Community Facility Unit Owner, will enter into a recognition agreement with any tenant with which Sponsor or the Community Facility Unit Owner has entered into a lease for all or any part of the Community Facility Unit. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Condominium Board will agree that, so long as there is no event of default under said lease as would entitle Sponsor or a Community Facility Unit Owner or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Board's lien on a Community Facility Unit for Common Charges or any other sums of any sort, and the Condominium Board shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Community Facility Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any

manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Condominium Board, or, in case the Condominium Board takes possession of a Community Facility Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if the Condominium Board or any other party succeeds to the interests of Sponsor or a Community Facility Unit Owner the tenant will agree to be bound to the Condominium Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Condominium Board or party as its landlord.

N. At the request of a Community Facility Unit Owner, the Condominium Board will also be obligated to provide a Community Facility Unit Owner with an estoppel certificate in form and substance reasonably requested by any lender or tenant thereof.

CHANGES IN PRICES AND UNITS

A. Sponsor reserves the right at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of the Condominium Board, any Unit Owner or any Permitted Mortgagee, to change the Purchase Price, including, without limitation, the manner of payment thereof and other terms of sale of any Unit offered under the Plan, except that no such change with respect to any Unit for which an Agreement is then in effect may be made without the consent of the Purchaser. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the Purchase Price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction. If any such change is made, a Purchaser of a Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale of Units which are not the subject of such change.

B. Sponsor reserves the right to negotiate with each Purchaser, the terms and conditions of the Agreement, including but not limited to terms and conditions pertaining to: Purchase Price; the amount of the Deposit; financing and other contingencies; the availability of financing; the payment of Purchaser's financing fees and other closing costs; work to be performed in the Unit or the revision of floor plans and the allocation and payment of costs thereof; the availability of Common Charge rebates, special incentives to groups or subgroups of Purchasers, Purchase Price rebates and subsidies payable as a credit against the Purchase Price or on a periodic basis; extensions of time periods within which to perform obligations under the Agreement; the availability of interim leases and the amount of interim rent; the application of rent towards the Purchase Price and any other matter. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" under the Subsection entitled "Leasing and Use of Unsold Units" set forth in Part I of the Plan for further discussion regarding the terms and conditions of any Interim Leases.)

C. Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers without further amendment to this Offering Plan. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any rights of rescission under an Agreement.

D. In the event Sponsor agrees, in its sole discretion, to enter into an Interim Lease for a Unit, Purchasers are advised that the tenancy under such Interim Lease is not subject to governmental regulation as to amount of rent or terms and that a default under the Interim Lease will constitute an Event of Default under the Agreement and that an Event of Default under the Agreement would constitute a default under the Interim Lease.

E. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and

after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, Unit Owner or Permitted Mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Unsold Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit, (c) designate a General Common Element or Limited Common Element, as part of a newly created or expanded Residential Unit, General Common Element, Limited Common Element or designate all or part of an Unsold Unit as a newly created or expanded, General Common Element, Limited Common Element, and (d) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b), (c) or (d) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Residential Unit or Community Facility Unit, will be made with respect to any Unit for which an Agreement is then in effect unless (i) the Purchaser consents to such change or (ii) such change is not a material change in the size, Common Interest, dimension, floor space or layout of such Unit. Notwithstanding the foregoing, a Purchaser that is in default under its Agreement, beyond any applicable cure periods, will not have the right to consent to any change described in either (b), (c) or (d) above. The Common Interest of a Unit may change if there is a change in the floor space or the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

F. Except as otherwise expressly provided herein, no material change will be made in the size or number of Units and/or their respective percentage of Common Interest and/or in the size or quality of the Common Elements, except by a duly filed amendment to the Plan and, when applicable, by a duly filed amendment to the Declaration. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if an Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default. Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements. In the event such changes are made, Purchasers not in default shall receive a right to rescind that is not less than fifteen (15) days after the date of presentation of an amendment setting forth the right to rescind. Sponsor will return any Deposit, together with interest earned thereon, promptly to Purchasers who rescind.

G. Once the Declaration is recorded, no change may be made in the number of Units, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and this Plan are amended with the consent of each Unit Owner whose Unit is so changed. Notwithstanding anything to the contrary above, Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration and By-Laws to reflect any such change to any Unsold Unit or Common Element and to file such amendment and any necessary plans and specifications in connection therewith.

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

INTERIM LEASES

A. Sponsor and/or the owner of any Unsold Unit reserves the right with respect to any Unsold Unit, prior to the date of closing thereto, to rent or lease such Unsold Unit on an interim basis pursuant to an Interim Lease for such rent and term and on such other conditions as may be agreed to between Sponsor or such owner and a Purchaser. Purchasers are advised that the tenancy under such Interim Lease is not subject to governmental regulation as to amount of rent or term. No occupancy may commence until a Temporary Certificate of Occupancy has been obtained for such Unsold Unit.

B. Purchasers or any other persons entering into an Interim Lease for an Unsold Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the Interim Lease. Such legal fees are estimated to be approximately $2,500 assuming that the Purchaser's counsel does not negotiate the terms of the Interim Lease. Any fees above $2,500 will be billed on an hourly basis at Stroock & Stroock & Lavan LLP's customary rates. In connection with the Closing of a Unit subject to an Interim Lease, all other charges or other fees due under an Interim Lease shall be adjusted as of as of midnight of the day preceding the Closing Date to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Interim Lease for any Unit. (See the Sections entitled "Closing Costs and Adjustments" set forth in Part I of the Plan.)

C. Individuals leasing Units from Sponsor will not, except as expressly provided in their respective Interim Leases, have any special rights to purchase such Units. Any Interim Lease for a Unit entered into with a Purchaser will provide among other things, that an uncured default by the Purchaser under the Agreement with respect to a Unit will constitute a Event of Default under the Interim Lease entitling Sponsor, at its sole option, to terminate such Interim Lease in accordance with applicable Law. In addition, each Agreement will provide that an uncured default by the Purchaser under any Interim Lease in the Building will constitute an Event of Default under the Agreement entitling Sponsor, at its sole option, to terminate such Agreement and to exercise any remedies therein provided. In addition, each Agreement may provide that an uncured default by the Purchaser under an Interim Lease in the Building with respect to the Unsold Residential Unit will constitute an Event of Default under the Agreement entitling Sponsor or the Owner of such Unsold Residential Unit, at its option, to terminate such Agreement and to exercise any remedies therein provided; provided however, that before Sponsor or the Owner of such Unsold Residential Unit utilizes the default under the Interim Lease to declare an Event of Default under the Agreement, Sponsor or such owner will either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unsold Residential Unit. A Purchaser will have thirty (30) days to vacate an Unsold Residential Unit after an Event of Default under the Agreement or the exercise of a right of rescission.

D. Notwithstanding any of the foregoing, Sponsor will be under no obligation to enter into any Interim Lease and no portion of the rent paid under an Interim Lease will be credited towards the Purchase Price of a Unit unless the Interim Lease expressly provides.

E. A Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at closing free and clear of all leases and tenancies, except as may otherwise be agreed to in writing by the interested parties.

PROCEDURE TO PURCHASE

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

B. Purchasers shall be afforded not fewer than three business (3) days to review the Plan and all filed amendments thereto prior to executing an Agreement. If a Purchaser has not received and had an opportunity to read the Plan (and all filed amendments thereto, if any) at least three (3) full business days prior to executing an Agreement, a Purchaser shall have the right to rescind the Agreement and have the full deposit refunded promptly within seven (7) days after delivering an executed Agreement with the Deposit required thereby. The Purchaser must either personally deliver a written notice of rescission to the Sponsor or Selling Agent within the seven (7) day period or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the seven (7) day period. The Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by each prospective Purchaser. Prospective Purchasers should be aware that if any conflict exists between the Plan and the Agreement, the provisions of the Plan shall in all events control except where such provisions in the Agreement were requested by Purchaser and agreed to by Sponsor.

C. Although a Purchaser may obtain financing from a lending institution or any other source, **THE OBLIGATION TO PURCHASE A RESIDENTIAL UNIT PURSUANT TO THE AGREEMENT SHALL NOT BE CONTINGENT ON OBTAINING FINANCING.** Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (50% or more) of the units in a building be sold before the lender will consider making a loan. Thus it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased is lower than a lender's particular sales minimum. Even once a building undergoes conversion, 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 Purchasers are unable to obtain a loan due to such minimum sales requirements.

D. Sponsor reserves the right to request thorough identification and financial information concerning any Purchaser, subject to any limitations and requirements imposed by Law. Purchaser acknowledges and agrees that Sponsor may obtain certain information about Purchaser's (or Purchaser's principals or permitted assignees) character, general reputation, personal characteristics, credit history and mode of living prior to counter-executing an Agreement in order to permit Sponsor to comply with the requirements of the applicable federal laws (including without limitation, the Fair Credit Reporting Act), Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to obtain such information and to retain a credit reporting agency to obtain such information and Purchaser agrees to provide all necessary information to Sponsor and/or execute any necessary documentation for Sponsor, upon Sponsor's request, to permit Sponsor to obtain such information.

E. Agreements will not be binding on Sponsor until approved and executed by Sponsor, and a fully executed counterpart of the Agreement is delivered by Sponsor to the Purchaser or such Purchaser's attorney. Sponsor will have fifteen (15) business days after

delivery by Purchaser of an executed Agreement and the Deposit required thereby, within which to accept or reject such Agreement.

F. If the Agreement is accepted by Sponsor, a fully executed counterpart will be returned to the Purchaser by the Selling Agent or Sponsor's attorney.

G. If an Agreement is not accepted by Sponsor within the aforesaid fifteen (15) business day period (by Sponsor executing the Agreement and returning same to Purchaser or Purchaser's counsel within the aforesaid fifteen (15) business day period), the Agreement shall be deemed to have been rejected and all sums theretofore deposited thereunder, together with any interest earned thereon, shall be promptly returned to the prospective Purchaser. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without prior notice or prior amendment to the Plan and without the consent of the Condominium Board, to refuse to approve and execute an Agreement for any Unit, except as prohibited by Law. No prospective Purchaser will have any claim against Sponsor for Sponsor's failure to execute an Agreement.

H. The Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23-A of the General Business Law of the State of New York.

I. At the time an Agreement is executed, a Purchaser is required to make a Deposit of fifteen (15%) percent of the Purchase Price (as such terms are defined in the Agreement, the form of which is set forth as an Exhibit in Part II of the Plan), subject to collection. Sponsor reserves the right to request a higher percentage Deposit for Purchasers acquiring more than one Unit or in connection with negotiated modifications of the Agreement.

J. All Deposit checks must be made payable to the direct order of **"STROOCK & STROOCK & LAVAN LLP, ESCROW AGENT."** All checks delivered in payment of the Deposit shall be accepted by Sponsor subject to collection, and if any such check is returned for insufficient funds or any other reason, Sponsor, at its option, may declare the Agreement void ab initio and of no further force and effect, may terminate the Agreement and institute an action against Purchaser for the collection of the Deposit as liquidated damages or may declare a default or an Event of Default, as the case may be, by Purchaser under the Agreement, which shall entitle Sponsor to exercise any of the remedies set forth in the Agreement.

K. The payment of the balance of the Purchase Price (including any portion of the Deposit paid at Closing) shall be payable simultaneously with the delivery of the deed to the Unit by, in the sole discretion of Sponsor, (i) one or more official bank checks or one or more unendorsed certified checks drawn on or issued only by a bank reasonably acceptable to Sponsor and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser, or (ii) at Sponsor's election, upon not less than two (2) days' prior notice, by federal wire as directed by Sponsor with instructions thereof provided by Sponsor to Purchaser. The deed will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposit will be credited or paid to Purchaser at Closing. At Closing, each Purchaser is obligated to execute and deliver the Power of Attorney substantially in the form set forth in Part II of the Plan. It shall be a default under the Agreement if Purchaser fails to deliver the

Power of Attorney, which default shall entitle Sponsor to all of its remedies in the event of such default.

L. Purchasers are further advised that Sponsor has reserved the right to negotiate with individual Purchasers to perform Custom Work, which may require modifications to Floor Plans for certain Residential Units and accordingly the layout of the Residential Units and Common Elements may vary. Sponsor may agree, in its sole discretion, to perform Custom Work to a Unit offered for sale under the Plan. Unless otherwise agreed to by Sponsor, a Purchaser shall bear the Custom Work Costs, which Custom Work Costs shall be due and payable by Purchaser to Sponsor upon the execution of the Agreement for the Unit and deposited in an escrow account with Escrow Agent in accordance with the Plan, unless otherwise agreed to by Sponsor. The Custom Work Costs may be released from the Escrow Agent's escrow account upon the Escrow Agent's receipt of written notification from Sponsor's Architect to the Escrow Agent that all or any portion of the Custom Work is about to commence. In the event a Purchaser becomes entitled to rescission after Custom Work or any portion thereof has been commenced, (i) the Purchaser shall not receive a refund of any Custom Work Costs, if any, used to perform Custom Work in the Residential Unit and (ii) Purchaser shall be responsible for Restoration Costs. In the event the Agreement is terminated by Sponsor, Sponsor is entitled to retain the Deposit, the Sponsor shall also retain the entire Custom Work Costs and Restoration Costs paid by Purchaser in order to reimburse Sponsor for performing the Custom Work and/or restoring the Residential Unit to its original condition. Sponsor shall be entitled to commence an action against Purchaser to recover the Custom Work and Restoration Costs, if not already paid. Where Custom Work Costs shall be paid to one party or the other, it shall include interest paid thereon.

M. Sponsor shall be under no obligation whatsoever to agree to perform any Custom Work for a Purchaser, nor shall Sponsor have any obligation to allow a Purchaser to perform any Alterations or install extra furnishings prior to Closing. Any Custom Work or any Alterations or installation of extra furnishings which a Purchaser desires to be performed with regard to a Residential Unit shall be done only upon Sponsor's written consent thereto and Sponsor's approval of all contractors and suppliers in connection therewith, which consent and approval are within the sole and absolute discretion of Sponsor and in accordance with the requirements of the Declaration and By-Laws set forth as Exhibits in Part II of the Plan.

N. Purchasers are hereby advised that in no event shall the presence of any furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like in any model unit or in any Common Element or in any advertisements or renderings with respect thereto, imply or represent that any Unit offered for sale under the Plan will also contain such furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like upon delivery of a Unit offered for sale under the Plan to Purchaser unless Sponsor agrees to and Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the Purchase Price for such Unit offered for sale under the Plan. (See Sections of the Plan entitled "Rights and Obligations of Sponsor" and "Rights and Obligations of Unit Owners and the Condominium Board of Managers" set forth in Part I of the Plan under the subsection entitled "Use of Units" and see a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

O. In the event Sponsor elects to sell any Unsold Units that are used as a model unit Sponsor may require the Purchaser thereof to purchase all or any of the furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper and the like located therein and pay, in addition to the Purchase Price for such Unsold Unit, such amounts as Sponsor determines in its sole discretion. Such model units will be sold "AS-IS" in the condition in which they exist at the time such Purchaser signs an Agreement and Sponsor shall not be responsible for any normal wear and tear of such model units. Purchasers are advised that such model units may not conform to either the "Description of Property" set forth as an Exhibit in Part II of the Plan nor certain requirements otherwise applicable to the use of the Unit (e.g. all window treatments within a Unit, when viewed from the outside of the window must be white) which are set forth in the Declaration and By-Laws set forth as Exhibits in Part II of the Plan.

P. **TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE. EXCEPT AS OTHERWISE AGREED TO IN WRITING BY SPONSOR, ONLY FUNDS DRAWN FROM BANKS REASONABLY ACCEPTABLE TO SPONSOR WILL BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A UNIT.**

Q. In the event of a Purchaser default or Event of Default under the Agreement, **"TIME BEING OF THE ESSENCE"** with regard to the obligations of Purchaser thereunder, and Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, **"TIME BEING OF THE ESSENCE"** with regard to the obligation of Purchaser to cure within such thirty (30) day period, Sponsor may, at its option, either (i) terminate the Agreement by notice of termination to Purchaser and retain the Deposit and all other sums deposited by Purchaser under the Agreement, together with interest earned thereon as liquidated damages, it being acknowledged and agreed that such sums may be in excess of ten (10%) percent of the Purchase Price, and that it is extremely difficult and impracticable to ascertain the extent of detriment to Sponsor caused by the breach by Purchaser under the Agreement and the failure of the consummation of the transaction contemplated by the Agreement or the amount of compensation Sponsor should receive as a result of Purchaser's breach or default; or (ii) bring an action against Purchaser for specific performance, as permitted by Law; or (iii) terminate the Agreement by notice of termination to Purchaser and bring an action for damages; or (iv) exercise all other remedies available to Sponsor at Law or in equity. Upon termination of the Agreement, Purchaser shall have no further rights thereunder, and Sponsor may sell the Unit to any third party as though the Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale). In addition, Sponsor shall also be entitled to retain (i) Custom Work Costs and (ii) the Restoration Costs. Sponsor shall be entitled to commence an action against Purchaser for the Custom Work Costs and Restoration Costs, if not already paid.

R. For purposes of this Plan and the Agreement, the term **"TIME BEING OF THE ESSENCE"** shall mean that a failure by Purchaser to do what is required at the time specified in the Agreement is a material breach of the Agreement and an Event of Default entitling Sponsor to the remedies set forth in this Plan and the Agreement.

S. Sponsor will serve Purchasers with written notice of the scheduled Closing Date after an amendment declaring the Plan effective has been accepted for filing, at least thirty (30) days prior to the scheduled Closing Date. The notice shall set forth the date of First Closing. In the event Purchaser fails to close on the designated date, then Purchaser will have a thirty (30) day period after written notice within which to cure such default, **"TIME BEING OF THE ESSENCE"**, following which Sponsor shall have the remedies set forth herein. A Purchaser may waive its right to receive written notice of such Purchaser's Closing Date.

T. If a Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date and Sponsor elects not to terminate the Agreement as a result of the same, (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) the Purchaser will be required to pay to Sponsor, in addition to the other payments to be made to Sponsor under the Agreement and the Plan, an amount equal to 0.05% of the Purchase Price of the Unit for each day starting from (and including) the date which is ten (10) calendar days after the originally scheduled Closing Date to and including the day before the actual Closing Date.

U. It is anticipated that the First Closing will occur within twelve (12) months of the commencement date for the First Year of Condominium Operation as set forth in Schedule B. Sponsor has the right to change the anticipated First Year of Condominium Operation by a duly filed amendment to the Plan. If the First Closing does not occur within twelve (12) months of the commencement date for the First Year of Condominium Operation set forth in the Schedule B (as same may be updated from time to time) as of the date of the Agreement, Sponsor will amend the Plan to update the Schedule B and will offer such Purchaser a right of rescission. Such right of rescission shall be offered within fifteen (15) days after the presentation of the amendment disclosing the updated Schedule B. Any Purchaser entitled to rescission and electing rescission will have their Deposits actually made and collected and any interest earned thereon returned, provided, however, Sponsor shall be entitled to retain (i) Custom Work Costs and (ii) Restoration Costs. If the Plan is withdrawn or abandoned, the Deposit previously paid to and actually collected by Sponsor, together with any interest earned thereon, shall be returned to Purchaser within five (5) days of the date of such withdrawal or abandonment, in accordance with the provisions herein set forth, provided, however, Sponsor shall be entitled to retain Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered) and Restoration Costs. Accordingly, Purchasers are cautioned that they while they are entitled to a return of their Deposit in the event of a withdrawal or abandonment of the Plan, they will not be able to receive all or any portion of the Custom Work Costs to the extent that the Custom Work has been performed and/or materials have been ordered.

V. Purchasers are referred to the Section of the Plan entitled "Closing Costs and Adjustments" set forth in Part I of the Plan for an example of closing costs for a typical Unit in the Condominium and for a discussion of the legal costs, fees and expenses that are the responsibility of Purchaser.

W. Prior to the closing of title to a Unit, the Agreement prohibits a Purchaser from listing the Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior

written consent. Subsequent to the closing of title to a Unit, a Unit Owner (other than a Unit Owner purchasing for such Unit Owner's own or their immediate family's occupancy) may not advertise, list or sell the Unit for twelve (12) months after acquisition of the Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor. If any Purchaser or Unit Owner engages in any of the foregoing activities, it shall be considered an Event of Default under the terms of the Agreement, thereby entitling Sponsor to any and all remedies under the terms of the Agreement. Purchasers are referred to the Agreement set forth in Part II of the Plan for further details. (See a copy of the Agreement set forth as an Exhibit in Part II of the Plan.)

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

Y. Purchasers are advised that the risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit pursuant to an Interim Lease or written agreement with Sponsor, at which time such risk to the Unit (but not to any portion of the Common Elements) shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall provide Purchasers with notification no later than forty-five (45) days from the date of such loss or damage. In addition, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit, such notification to be furnished to Purchasers no later than forty-five (45) days from the date of such loss or damage, or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers"), the Agreement will be deemed canceled and of no further force and effect and Escrow Agent will return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's right to retain the Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), and whereupon the parties to this Agreement shall be released and discharged from all obligations and liability hereunder and under the Plan; provided, however, notwithstanding anything to the contrary contained herein, if there is an Event of Default or Purchaser is then in

default under the Agreement (beyond any applicable grace period), Sponsor shall retain the Deposit and any Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), together with any interest earned thereon, as and for liquidated damages.

Z. Agreements are not assignable without the prior written consent of Sponsor, which consent may be granted or denied by Sponsor in its sole discretion. If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any direct or indirect sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement. The Controlling Party of Purchaser shall remain personally liable for Purchaser's obligations under the Agreement. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, then Purchaser will be required to pay Sponsor's attorneys a fee of $1,000.00 in advance, for preparation of an assignment agreement. Any purported assignment by Purchaser in violation of the Agreement will constitute an Event of Default thereunder and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Agreement or give rise to any claim for damages against Sponsor.

AA. In order to preclude any application of the Rule Against Perpetuities which would otherwise invalidate the Agreement, the Agreement provides that the Agreement shall expire, unless otherwise previously terminated, on the day which is the earlier or (i) twenty-one years after the date of the Agreement, or (ii) the time period legally permitted by the Rule Against Perpetuities in the State of New York, in which case the Deposit and all interest accrued thereon shall be returned to Purchaser.

Escrow and Trust Fund Requirements

A. All Deposits received by Sponsor under an Agreement will be held in escrow by Stroock & Stroock & Lavan LLP, located at 180 Maiden Lane, New York, New York 10038, as Escrow Agent, in conformity with the provisions set forth below.

B. Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the New York State Department of Law's regulations promulgated pursuant thereto.

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

D. In accordance with the provisions of Lien Law § 71-a(3) which are more particularly set forth as an Exhibit in Part II of the Plan, all Deposits made by Purchasers prior to the closing of each individual transaction, will be placed, within five (5) business days after tender of the Deposit and executed Agreement by Purchaser to Sponsor or Selling Agent, in a segregated special escrow account of Escrow Agent, provided two (2) original executed W-9 or W-8BEN forms, as the case maybe, are provided by Purchaser. Escrow Agent has established a "Master Escrow Account" at M & T Bank, at its branch located at 350 Park Avenue, 6th floor, New York, New York 10022 entitled Stroock & Stroock & Lavan LLP, Escrow Account No. [redacted]. The attorneys who are currently signatories on this account authorized to withdraw funds are: Stuart Coleman, Esq., Harvey Brown, Esq., Michel Evanusa, Esq., Karen Scanna, Esq., Lawrence. Handelsman, Esq., Martin H. Neidell, Esq. and Ross Moskowitz, Esq.

E. All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. Each Purchaser is required to deliver two (2) original completed and signed W-9 Forms (Request for Taxpayer Identification Number) in the form set forth in Part II of the Plan or two (2) original W-8BEN Forms (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), in the form set forth in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If a Deposit is accompanied by two (2) original completed and signed W-9 Forms or W-8BEN Forms, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. If a Purchaser does not deliver two (2) original W-9 Forms or W-8BEN Forms, signed and fully completed with the taxpayer identification number, if required, the Deposit will remain in the non-interest bearing checking portion of the Master Escrow Account and Sponsor will have no obligation to provide interest to a Purchaser. The Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account prior to the Closing Date so that checks may be drawn thereon.

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

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

H. If a Purchaser tenders a Deposit without an executed Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser.

I. Purchasers are further advised that (i) the risk of loss of any portion of the Deposit(s) deposited in accordance with the terms of the Plan and the Agreement shall be borne by Purchaser; (ii) if a Purchaser deposits Deposit(s) in excess of $250,000 for the purchase of a Unit, such Deposit(s) will not be federally insured in excess of $250,000; and (iii) if a Purchaser has any additional accounts in M&T Bank the funds in said accounts will be added together with

the Deposit(s) held in escrow and the total will only be insured up to the $250,000 FDIC maximum coverage. The FDIC insurance coverage limit applies per depositor, per insured depository institution for each account ownership category. Purchasers are encouraged to visit http://www.fdic.gov. for further information and updates.

J. The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow savings account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Agreement, or (ii) Purchaser is entitled to a return of the interest. All interest will be credited to Sponsor only in the event Purchaser defaults or there is an Event of Default and Sponsor received the Deposit and such interest. The interest rate to be earned will be the prevailing rate for these accounts which varies. When last confirmed by Sponsor, the rate was .20% for all Deposit amounts. Sponsor makes no representations or guarantees that the interest rate paid on Deposits will not increase or decrease and makes no representations regarding the interest which will be paid on the Deposits. Interest will begin to accrue within: (i) three (3) full business days of the Deposit being deposited into escrow, if the Deposit is cash or cash equivalent, or (ii) five (5) full business days of the Deposit being deposited into escrow, if the Deposit is other than cash or cash equivalent, provided the Deposit is tendered with the two (2) original W-9 or W-8 BEN as set forth herein.

K. All instruments shall be made payable directly to the order of "**Stroock & Stroock & Lavan LLP, as Escrow Agent.**" Endorsed instruments will not be accepted. Information regarding the Escrow Account may be provided to Sponsor and Sponsor's Construction Lender which may be entitled to access to records with respect thereto.

L. Within ten (10) business days after tender of the Deposit, Escrow Agent will notify Purchaser that such funds have been deposited into escrow and will provide the account number and the initial interest rate, if any. If Purchaser does not receive notice of that such Deposit has been deposited within fifteen (15) business days after tender of the Deposit, Purchaser may (a) cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the Deposit or (b) apply to the Department of Law for relief. Rescission may not be afforded where proof satisfactory to the Department of Law is submitted establishing that the Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Department of Law's regulations.

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

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

O. With respect to the release of the Deposit, under no circumstances shall Sponsor apply for a release of the Deposit of a defaulting Purchaser until after consummation of the Plan. The consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL Section 352-h.

P. Escrow Agent will hold the Deposit in escrow until otherwise directed in:

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

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

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

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

R. Sponsor shall 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 in an amendment to the Plan; or

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

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

T. Purchasers and Escrow Agent may apply to the Department of Law in the event of a dispute for a determination on the disposition of the Deposit and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is set forth in Part II of the Plan. The party applying for a determination must send to all other parties by certified mail, return receipt requested, a copy of the application.

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

V. 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 Department of Law, subject to any court action in which preliminary relief is granted.

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

X. If the application seeking release of funds is denied, the Escrow Agent shall continue to hold the Deposit and any interest earned thereon until: (1) both the Sponsor and Purchaser direct payment to a specified party in accordance with a written direction signed by both the Sponsor and Purchaser; or (2) a judgment or order of a court of competent jurisdiction is served on the Escrow Agent; or (3) the Escrow Agent deposits the disputed amount into court. In no event shall the Escrow Agent release funds in dispute, other than a payment of such funds into court, until such dispute is finally resolved either by determination of the Department of Law or by order or judgment of a court of competent jurisdiction or by written agreement of the Sponsor and Purchaser.

Y. Set forth as an Exhibit in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Department of Law's regulations.

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

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

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

CC. Escrow Agent will maintain all records concerning the Master Escrow Account for seven (7) years after the release of funds. The Department of Law may perform random reviews and audits of any records involving escrowed accounts to determine compliance with the applicable statute and regulation.

EFFECTIVE DATE

A. Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR (i.e., Agreements signed by bona fide purchasers, including those executed by investors for 15% of the Units (approximately 6 Residential Units) offered under the Plan). The Plan must be declared effective when Agreements have been executed by Purchasers and accepted by Sponsor with respect to eighty (80%) percent of the Units (approximately 30 Residential Units) offered for sale under the Plan. Except as otherwise set forth herein, the Plan may be declared effective at an earlier date, at Sponsor's sole election, when bona fide Agreements (including those executed by investors) have been executed and accepted by Sponsor with respect to at least fifteen (15%) percent of the Units (approximately 6 Residential Units) being offered for sale under the Plan.

B. The Plan will not be declared effective based on Agreements: (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) signed by Purchasers who have not been afforded at least three (3) business days to review this Plan and all filed amendments prior to executing an Agreement or at least seven (7) days to rescind; or (iii) signed by any Purchaser who is Sponsor, the Selling Agent, the Managing Agent, or a principal of them, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, the Selling Agent, the Managing Agent or a principal of them (except that such a Purchaser other than Sponsor or a principal thereof may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide).

C. This Plan will be declared effective either by: (a) personal service of written notice to all Purchasers and, within five (5) business days following such notice, an amendment to this Plan confirming that this Plan was declared effective as of the date of such notice is submitted to the Department of Law, which amendment, upon acceptance for filing, will be delivered to all Purchasers; or (b) by duly filed amendment to this Plan. The closing of title with respect to any Unit shall in no event take place prior to the acceptance for filing of such amendment to this Plan.

D. Prior to being declared effective, the Plan may, at the option of Sponsor, be abandoned at any time for any reason. After the Plan has been declared effective, the Plan may be abandoned in the event of: (a) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, cured or complied with without litigation or for less than one-half of one percent of the total offering in the aggregate, (b) substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than one half of one percent of the total offering; or (c) a taking of all or part of the Property in condemnation proceedings or by eminent domain. Any stated dollar amount relied upon as a basis for abandonment after effectiveness must exclude any attorney's fees or any such title defects or determinations 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.

E. After an amendment declaring the Plan effective has been accepted for filing, Sponsor will fix dates for the Closing of title to all Units as to which Agreements are outstanding, in accordance with the provisions of the respective Agreements. (See Section of the Plan entitled "Terms of Sale" set forth in Part I of the Plan for a discussion of the mechanics of the closing of title to a Unit.)

F. In the event the Plan is withdrawn or abandoned, it will be by a duly filed amendment and all Deposits, together with interest earned thereon, if any, will be returned to Purchasers within five (5) days following such withdrawal or abandonment, provided, however, Sponsor shall be entitled to retain any costs or expenses incurred by Sponsor for Custom Work (to the extent that the Custom Work has been performed and/or materials have been ordered). Upon the return of the Deposits, together with any interest earned thereon, the Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Agreements. The Deposit will be disbursed to Purchaser, subject to Sponsor's rights to retain the Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered) and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs. Sponsor cannot abandon the Plan for any judgments or liens filed against the Property which are known to the Sponsor or its principals on the filing date of the Plan or resulting from the acts of the Sponsor or any of its principals.

G. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and, in the case of an abandonment, shall file a notice of abandonment on form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of all funds received.

TERMS OF SALE

A. The closing of title to each Unit shall be held at the offices of Sponsor's attorneys, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038 or at such other place as Sponsor may designate on not less than two (2) business days' prior notice. The closing of title to each Unit shall take place only after or concurrently with the following events:

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

(ii) the recording or filing of the Declaration, By-Laws, Floor Plans and engineer's and tax authority certifications required by Section 339-p of the New York Condominium Act or other applicable Law and such other documents as may be required by Law;

(iii) either (i) the release of the Unit and its appurtenant interest in the Common Elements from the lien of all mortgages, if any, or (ii) if the Purchaser is obtaining financing on such Unit, the assignment to the Purchaser's mortgagee of any existing mortgage(s) encumbering such Unit and its appurtenant interest in the Common Elements;

(iv) the delivery to Purchaser of written notice of the time and place of the closing to the Unit at least thirty (30) days prior to the Closing Date specified therein, including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine the Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

(v) the execution and delivery by Sponsor of a bargain and sale deed with covenants against grantor's acts (which deed shall be substantially in the form set forth as an Exhibit in Part II of the Plan) conveying title to the Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances;

(vi) the assignment by Sponsor to Purchaser of the right to proceed under any existing assignable warranties covering appliances, equipment or fixtures installed in the Unit, and the assignment by Sponsor to the Condominium Board of the right to proceed under any existing assignable warranties covering appliances, equipment or fixtures installed in the General Common Elements or Limited Common Elements, as the case may be. (Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by such warranties are first installed or purchased. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit);

(vii) the execution and delivery by Purchaser of the Power of Attorney, substantially in the form of which is set forth as an Exhibit in Part II of the Plan;

(viii) the issuance of a Temporary Certificate of Occupancy for the Unit or Permanent Certificate of Occupancy for the Building; and

(ix) if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole cost and expense) of a policy of title insurance in at least the amount of the Purchase Price of the Unit, insuring that (i) Purchaser has fee title to the Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions, (2) liens and encumbrances (other than Permitted Encumbrances) to which the Unit's title is subject, which have been expressly accepted by Purchaser, and (3) any mortgage and related security documents that Purchaser executes in connection with the financing of the Purchase Price of the Unit and (ii) the Condominium has been validly created pursuant to the Condominium Act.

B. Sponsor is not obligated to repair any damage from a casualty or other cause that occurs before the Closing of a Purchaser's Unit. If Sponsor elects to repair any such damage, Purchaser's Agreement will remain in full force and effect, and Purchaser shall not have the right to reject title or receive a credit against or an abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. If Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, the Agreement shall be deemed canceled and Sponsor shall return to Purchaser all sums deposited by Purchaser under the Agreement, together with interest earned thereon, if any, subject to Sponsor's rights to retain certain funds deposited by Purchaser for Custom Work and Restoration Costs and neither party shall have any further liability to the other, except that if Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor will retain all such sums deposited by Purchaser under the Agreement and Plan, together with any interest earned thereon, as and for liquidated damages.

C. Purchasers are advised that the risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit pursuant to an Interim Lease or written agreement with Sponsor, at which time such risk to the Unit (but not to any portion of the Common Elements) shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall provide Purchasers with notification no later than forty-five (45) days from the date of such loss or damage. In addition, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit, such notification to be furnished to Purchasers no later than forty-five (45) days from the date of such loss or damage, or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers"), the Agreement will be deemed canceled and of no further force and effect and Escrow Agent will return to Purchaser the Deposit paid by Purchaser hereunder, together with

interest earned thereon, if any, subject to Sponsor's right to retain the Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), and whereupon the parties to this Agreement shall be released and discharged from all obligations and liability hereunder and under the Plan; provided, however, notwithstanding anything to the contrary contained herein, if there is an Event of Default or Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor shall retain the Deposit and any Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), together with any interest earned thereon, as and for liquidated damages. (See the Section entitled "Procedure to Purchase," "Rights and Obligations of Sponsor," and "Rights and Obligations of Unit Owners and the Condominium Board of Managers" under the subsection entitled "Repair or Reconstruction After Fire or Other Casualty" all set forth in Part I of the Plan.)

D. The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments. If existing mortgages will not be satisfied at or prior to the First Closing, as of the First Closing, each mortgagee will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed. Title exceptions may include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

E. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise).

F. Except as otherwise expressly provided under the Plan with respect to the Proposed Renovations or as may be agreed upon in writing between Sponsor and Purchaser regarding Custom Work, the Units are being sold **"AS IS"** in the condition in which they exist at the time a Purchaser signs an Agreement, subject to ordinary wear and tear and further subject to Sponsor's obligation to maintain the Building until the First Closing. All personal property located within a Unit on the date the Agreement is signed that is owned by Sponsor is included in the conveyance unless specifically excepted in the Plan. Although Sponsor will diligently and, at its sole cost and expense, perform or cause to be performed the Proposed Renovations and will supply or cause to be supplied all materials, necessary to complete the Proposed Renovations substantially in accordance with the Plans and Specifications and, in accordance with applicable laws, Sponsor shall not be obligated to correct/repair, or replace any defects relating to such

Proposed Renovations (including any Custom Work), or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in the Plan. **A UNIT OWNER WILL BE SOLELY RESPONSIBLE FOR THE COST OF REPAIR FOR CURING ANY DEFECTS DISCOVERED AFTER THE DATE OF CLOSING.**

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

H. In addition, in no event will Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an insubstantial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber and wood trim shrinkage or warpage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight; scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square and/or straight; electrical plates not straight; discoloration or shrinkage; and slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level or straightness of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level or straightness of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows, vents, electrical outlets and similar openings in the wall, in accordance with customary practice and professional standards; (ix) noise and vibrations from normal plumbing, heating, ventilating and air conditioning operation, including, without limitation, HVAC Units, if any, chillers and similar equipment located on the Roof; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, or, normal shrinkage or expansion of wood flooring due to heat, humidity and changes in moisture, content of wood, or due to homeowner's failure to maintain consistent temperature; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, and baffles; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors, paint touch-ups, repair of dented appliances, or replacement of light bulbs or fluorescent light ballasts; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in

brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the Roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete used in cellar walls and paving; (xix) discoloration to hardware and plumbing finishes; (xxi) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xx) scratched, dirty or cracked lenses in light fixtures; (xxi) terrace tiles not laid flat, or color variation in tiles or mortar, or stained tiles, or (xxii) salting or color variation in exterior colored mortar and deep colored brick. Sponsor will be obligated to repair only abnormally chipped stone, and porcelain surfaces, which repair will be made by filling the stone or refinishing the porcelain, but Sponsor will not be obligated to replace such stone or porcelain surfaces. **THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY BUILDING UNDERGOING RENOVATIONS. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER BUILDING UNDERGOING RENOVATIONS MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE CONDOMINIUM BOARD THEREFOR. IF PURCHASERS OR THE CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.**

I. (i) Sponsor reserves the right, without the permission of the Condominium Board and without prior notice or amendment to the Plan, to use or grant permission for the use of any Unsold Unit or Common Element on any floor of the Building for any purpose, including, without limitation, as model units, sales, rental (long or short term rental) and/or promotion offices in connection with the sale or rental of the Units for the Building and any other building in which Sponsor or principals of Sponsor have an interest, for storage, administrative purposes, professional use, transient hotel, timeshare or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Unit (subject to Sponsor's right to amend the certificate of occupancy to conform to such use as provided in the Declaration and By-Laws), and the use of such Unit complies with all applicable governmental regulations with respect to such use.

(ii) In the event Sponsor thereafter elects to sell any Unsold Units that are used as a model unit or other use discussed above, Sponsor may require Purchaser thereof to purchase all or any of the furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper and the like located therein and pay, in addition to the Purchase Price for such Unsold Unit, such amounts as Sponsor determines in its sole discretion. Such Units will be sold **"AS-IS"** in the condition in which they exist at the time such Purchaser signs an Agreement and Sponsor shall not be responsible for any normal wear and tear of such model units. Purchasers are advised that such Units may not conform to either the "Description of Property" set forth as an Exhibit in Part II of the Plan nor certain requirements otherwise applicable to the use of the Unit (e.g. all window treatments within a Unit, when viewed

from the outside of the window must be white) which are set forth in the Declaration and By-Laws set forth as an Exhibit in Part II of the Plan.

(iii) Purchasers are hereby advised that in no event shall the presence of any furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like in any model unit or in any Common Element or in any advertisements or renderings with respect thereto, imply or represent that any Unit offered for sale under the Plan will also contain such furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like upon delivery of a Unit offered for sale under the Plan to Purchaser unless Sponsor agrees to and Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the Purchase Price for such Unit offered for sale under the Plan.

J. Any Alterations performed by a Residential Unit Owner must be performed in accordance with the provisions of the By-Laws and each Residential Unit Owner shall be required to enter into an Alteration Agreement with the Condominium Board. Under such Alteration Agreement, the Residential Unit Owner performing such Alterations shall be obligated (unless otherwise waived in writing by the Condominium Board) to (i) provide a security deposit to the Condominium Board, in such amount as determined by the Condominium Board, in its sole discretion, which security deposit shall be held as security for the faithful performance and observance by the Residential Unit Owner of the terms and conditions of the Alteration Agreement, and (ii) pay a processing fee to the Managing Agent for its review of the proposed plans and (iii) pay any other review fees then required under the Alteration Agreement or adopted by the Condominium Board from time to time. (See the Sections entitled "Description of Property and Improvements" under the subsection "Proposed Renovations to Building and Units" and "Rights and Obligations of Sponsor" set forth in Part I of the Plan and see a copy of the By-Laws and form of Alteration Agreement each set forth as an Exhibit in Part II of the Plan.)

K. A Purchaser shall receive prior notice that a Unit is available for inspection, as more particularly set forth in the Agreement set forth as an Exhibit in Part II of the Plan. The Purchaser of a Unit, accompanied by a representative of Sponsor, shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and Purchaser will include on the inspection statement a list of "punch list" work to be completed in the Unit by Sponsor following the Closing Date. Sponsor shall have no obligation to complete any work which is not specifically designated by the Purchaser on the inspection statement. Sponsor shall complete the "punch list" work in a timely manner, subject to availability of materials and unavoidable delays, provided, however, that Sponsor's obligation to complete "punch list" work is conditioned upon Sponsor being provided access to the Unit by Purchaser as will enable Sponsor to perform such "punch list" work. The Purchase of a Unit does not entitle the Purchaser thereof to conduct any invasive testing in the Unit including, without limitation, making holes in the wall or ceiling and/or removing sheet rock, tiles, wood flooring, windows or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose. In the event a

Purchaser fails to inspect a Unit, after being given the opportunity to do so, Sponsor reserves the right, in its discretion, to postpone the scheduled Closing or to deem Purchaser to have waived the right to cause punch list work, if any, to be completed. A Purchaser who fails to inspect such Unit shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Moreover, the failure of Sponsor to complete "punch list" type work shall not be a ground for Purchaser to delay the Closing provided that Sponsor agrees to complete such "punch list" type work promptly after Closing.

L. The acceptance of a Unit Deed by a Purchaser shall be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Agreement, in 13 NYCRR, Part 20 (the regulations of the Department of Law of the State of New York governing the acceptance for filing of this Plan) and in General Business Law Section 352-e to survive delivery of the deed.

M. After Closing of title to each Unit, the Purchaser thereof must comply with the procedures established by the Managing Agent regarding such Purchaser's move into the Unit. This may include "move in" fees which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents damage the Common Elements or another Unit during the move in.

N. Upon the closing of title to a Unit a Purchaser will thereupon become obligated for the payment of Common Charges, taxes or other assessments (including Special Assessments, if applicable) charged against the Unit to the Condominium Board (whether or not such Purchaser has taken possession of the Unit and whether or not the tenant in possession, if there is one, pays the rent required to be paid by such tenant).

CLOSING COSTS AND ADJUSTMENTS

A. As more particularly set forth in the Agreement, in addition to Purchaser's own legal fees, Purchaser will pay the closing costs set forth below at the time of the closing of title of the Purchaser's Unit. Recording charges, fees and taxes are based on rates in effect on the date the Plan and are subject to change without notice and a Purchaser will not be relieved of Purchaser's obligations under an Agreement by reason of any change in such charges, fees or taxes:

(a) Each Purchaser of a Unit will pay a contribution to the Working Capital Fund in an amount equal to two (2) months' of Common Charges then applicable at the time of closing of title to such Unit being purchased.

(b) Any Purchaser of a Unit which is a Governmental Entity may be required to deposit into escrow an amount equal to one (1) year of Common Charges then in effect to secure their obligations under the Declaration and By-Laws for the payment of Common Charges and/or assessments and otherwise.

(c) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium which will vary depending upon the amount of insurance requested. The premium for fee title insurance, if ordered from Freedom Land Title Agency, having an address at One Penn Plaza, 34th Floor, New York, New York, 10119, Attention: Helen Manfre, telephone no. (646) 237-2560, or American Land Services, Inc., having an address at 6800 Jericho Turnpike, Suite 201 W Syosset, New York 11791, Attention: Jeremy Berlin, telephone no. (516) 921-4466 will be $402 for the first $35,000 of fee insurance. However, a purchaser is free to use a title company of his/her choice without penalty. For additional rates, the following will apply:

FEE AMOUNT	PREMIUM	
$ 35,001.00	$402.00 + $6.67 per thousand up to $	50,000.00
$ 50,001.00	$402.00 + $5.43 per thousand up to $	100,000.00
$ 100,001.00	$402.00 + $4.36 per thousand up to $	500,000.00
$ 500,001.00	$402.00 + $3.98 per thousand up to $	1,000,000.00
$ 1,000,001.00	$402.00 + $3.66 per thousand up to $	5,000,000.00
$ 5,000,001.00	$402.00 + $3.25 per thousand up to $	10,000,000.00
$ 10,000,001.00	$402.00 + $3.07 per thousand up to $	15,000,000.00
$ 15,000,001.00+	$402.00 + $2.76 per thousand	

(d) These rates are subject to change without notice. Each Purchaser's title underwriter must agree (i) to timely submit the Unit Deed, all New York State and New York City real property transfer tax forms, including the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax" ("transfer taxes") and checks for payment of such transfer taxes required to be submitted

to the appropriate governmental authorities for recording and payment in connection with the conveyance of the Unit to Purchaser; and (ii) indemnify the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event the title underwriter (or its abstract company) fails to file such Unit Deed and transfer tax forms and remit payment of the transfer taxes required in connection therewith in a timely manner in accordance with law and the requirements of any governmental or quasi-governmental agency. If said title underwriter fails or refuses to execute an indemnification substantially in the form set forth as Exhibit A to the Agreement in Part II of the Plan, Purchaser will, as more fully set forth in the Agreement, agree to indemnify the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) if its title underwriter (or such title underwriter's abstract company) fails to file such Unit Deed, transfer tax forms and remit payment of the transfer taxes required in connection therewith in a timely manner in accordance with law and the requirements of any governmental or quasi-governmental agency.

(e) Purchaser will pay a fee for recording the Unit Deed, Power of Attorney, Mortgage, if any, and any other document in the amount of $162.00 for each deed (inclusive of the filing fee for Form RP-5217NYC) and $37.00 for each additional instrument plus $5.00 per page, as collected by Excalibur Title Agency (each title company establishes its own additional service and surcharges in this regard).

(f) If Purchaser obtains a Mortgage for the purchase of the Unit, the Purchaser will pay to Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s). Alternatively, Sponsor may require, in its sole discretion, that if Purchaser finances the purchase of the Unit with a Mortgage, Purchaser must cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Mortgage as determined by Sponsor. Upon such assignment, that portion of the Mortgage assigned by Sponsor, will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. In such event Purchaser will be obligated to pay any costs of fees incurred in connection with such assignment. Sponsor shall be solely entitled to the benefits of the exemption and accordingly, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption. **Although a Purchaser may obtain financing from a lending institution or any other source, the obligation to purchase a Residential Unit pursuant to the Agreement shall not be contingent on obtaining financing for such purchase.**

(g) Purchaser will pay the New York City Real Property Transfer Tax ("NYC RPT Tax"), which currently, for the purchase of a single Unit is 1.425% of the Purchase Price and the New York State Real Estate Transfer Tax ("NYS Tax"), presently $2.00 for each $500.00 (or part thereof) of the purchase price of a Unit. Purchasers should note that Sponsor does not warrant or guarantee that the NYC RPT Tax, NYS Tax or the Mansion Tax (discussed below) will not be subject to change by the applicable governmental authorities prior to Closing. For purposes of calculating the taxes payable, the amounts

of such taxes will be included in the consideration subject to tax. Purchasers will also be obligated to pay the filing fee for the NYC RPT Tax form, which is currently $125. Purchasers are advised that the Mansion Tax (defined below) will apply if the grossed-up consideration exceeds $1,000,000 by virtue of the Purchaser's payment of the NYC RPT Tax and NYS Tax. Therefore, the steps to compute the tax are:

(i) Multiply the purchase price by the NYC RPT Tax rate to compute the City tentative tax.

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

(iii) Add the tentative taxes to the purchase price.

(iv) Multiply (iii) by the NYC RPT Tax rate to determine the NYC RPT Tax payable.

(v) Multiply (iii) by the NYS Tax rate to determine the NYS Tax payable.

Example: 3G
Purchase price = $1,200,000

(1)	$1,200,000 x 1.425%	=	$17,100.75
(2)	$1,200,000 x .4% (rounded up to nearest whole $2)	=	$4,800.00
(3)	$1,200,000 + $21,900.75	=	$1,221,900.75
(4)	$1,221,900.75 x 1.425%	=	$17,412.08
(5)	$1,221,900.75 x .4% (rounded up to nearest whole $2)	=	$4,888.00

Under the current policies of the New York City Department of Finance, where a Purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer, the NYC RPT Tax rate where the consideration is in excess of $500,000 will be 2.625% (this may be the case even if the Residential Units are transferred to the Purchaser pursuant to a separate sales contracts with separate closing dates). There is no guarantee that The City of New York will not change its positions with respect to the foregoing. Purchasers of Residential Units should consult their own tax advisors regarding recent New York City Tax Appeal Tribunal determinations rejecting the application of the higher commercial rates of the NYC RPT Tax to sales of multiple residential condominium units.

(h) If the Purchase Price of the Unit is $1,000,000 or more (or by virtue of a Purchaser paying the NYC RPT Tax and NYS Tax, the grossed-up consideration exceeds $1,000,000), Purchaser will pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," which is currently one

(1%) percent of the Purchase Price (the computation of which shall include the NYC RPT Taxes and NYS Taxes as described above).

(i) Legal fees in the amount of $3,000 will be payable by a Purchaser to Stroock & Stroock & Lavan LLP for the preparation of closing documents. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Stroock & Stroock & Lavan LLP, in connection with the closing of title to Purchaser's Residential Unit: If the Purchaser requests the Closing to occur other than at the offices of Stroock & Stroock & Lavan LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, Sponsor will impose an attendance fee of $500 for each Closing held within Manhattan and $700 for each Closing held in any borough outside Manhattan. Sponsor will impose an additional fee of $500 if the Purchaser postpones the scheduled Closing (with the consent of Sponsor) less than five (5) business days prior to the date thereof. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, then the Purchaser will be required to pay Sponsor's attorneys, Stroock & Stroock & Lavan LLP a fee of $1,000, payable in advance, for preparation of an assignment agreement. Purchaser may pay more than one fee pursuant to this paragraph with respect to a single Unit. In addition to an attendance fee in connection with a completed Unit transfer, Sponsor's attorneys shall also be entitled to an attendance fee if they attend a scheduled closing but the closing is adjourned due to Purchaser's failure to comply with its closing obligations, the determination of which shall be within the sole discretion of Sponsor's attorneys. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one request for an assignment.

(j) Any purported assignment by Purchaser in violation of the Agreement will constitute an Event of Default thereunder and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Agreement or give rise to any claim for damages against Sponsor.

(k) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording tax, origination, appraisal, mortgage title insurance and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Effective June 1, 2005, the mortgage recording tax for mortgages for Units where the mortgage is under $500,000 is $2.05 for each $100 of principal. The mortgage recording tax for Units for mortgages in the amount of $500,000 or greater is $2.175 for each $100 of principal. The tax is reduced for Units in both instances by $30.00 if the mortgage principal exceeds $10,000. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources. As previously stated above, if a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure solely to the benefit of Sponsor. Accordingly, at Closing, each Purchaser utilizing mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed and Sponsor will be reimbursed by Purchaser to the

extent of any mortgage tax credit allowed. In addition, where a Purchaser obtains a mortgage loan, the Purchaser will be responsible for all costs associated therewith, including, without limitation, costs incurred in connection with the mortgage application, bank's attorney, survey, appraisal, credit report and points.

If Purchaser elects to obtain mortgage title insurance, Purchaser will pay a premium which will vary depending upon the amount of insurance requested. The premium for mortgage title insurance, if ordered from Freedom Land Title Agency, having an address at One Penn Plaza, 34th Floor, New York, New York, 10119, Attention: Helen Manfre, telephone no. (646) 237-2560, or American Land Services, Inc., having an address at 6800 Jericho Turnpike, Suite 201 W Syosset, New York 11791, Attention: Jeremy Berlin, telephone no. (516) 921-4466 will be $344 for the first $35,000 of mortgage title insurance. However, a purchaser is free to use a title company of his/her choice without penalty. For additional rates, the following will apply:

FEE AMOUNT	PREMIUM	
$ 35,001.00	$344.00 + $5.55 per thousand up to $	50,000.00
$ 50,001.00	$344.00 + $4.54 per thousand up to $	100,000.00
$ 100,001.00	$344.00 + $3.64 per thousand up to $	500,000.00
$ 500,001.00	$344.00 + $3.31 per thousand up to $	1,000,000.00
$ 1,000,001.00	$344.00 + $3.05 per thousand up to $	5,000,000.00
$ 5,000,001.00	$344.00 + $2.71 per thousand up to $	10,000,000.00
$ 10,000,001.00	$344.00 + $2.55 per thousand up to $	15,000,000.00
$ 15,000,001.00+	$344.00 + $2.31 per thousand	

*These rates are subject to change without notice.

(l) Purchasers or any other persons entering into an Interim Lease for a Residential Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of such Interim Lease. Such legal fees are estimated to be approximately $2,500 assuming that the Purchaser's counsel does not negotiate the terms of the Interim Lease. Any fees above $2,500 will be billed on an hourly basis at Stroock & Stroock & Lavan LLP's customary rates. In connection with the closing of title to a Unit subject to an Interim Lease, all other charges or other fees due under an Interim Lease shall be adjusted as of as of midnight of the day preceding the Closing Date to the Residential Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Interim Lease.

(m) The following table illustrates the projected closing costs (based on current rates) for Unit 3G at a Purchase Price of $1,200,000 assuming such Purchaser finances seventy-five (75%) (i.e., $900,000) of the Purchase Price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$3,668.00

Fee for recording Unit Deed (7 pages) and Unit Owner's Power of Attorney (5 pages)	$220.00
Mortgage Loan Closing Costs: - recording mortgage (assuming 20 pages) - mortgage recording tax at 2.05% of mortgage under $500,000 or 2.175% if $500,000 or more (less $30 exemption for first $10,000) a portion of which will be paid directly to Sponsor - mortgage title insurance (if purchased simultaneously with fee title insurance) - bank charges, including appraisal fee of $275 and legal fees of $350 and assuming further that Purchaser's lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$180.00 $19,545.00 $721.14 $2,000.00
RPT Tax and NYS Transfer Tax (inclusive of $125 filing fee for New York State Transfer Report RP-5217NYC)	$22,425.08
Mansion Tax if Purchase Price is over $1,000,000 (increased by NYC RPT Tax and NYS Transfer Tax bulk-up)	$12,219.00
Working Capital Payment (two month's Common Charges than applicable at the closing of title to such Unit)	$2,872.84
Closing Fee (assuming the closing occurs at the offices of Sponsor's counsel) +	$3,000.00
TOTAL	$66,851.06

(n) The projected closing costs referred to above are approximate and are not guaranteed. Purchasers are advised that they are responsible for all mortgage loan closing costs which vary widely among different lenders (who may include points) and also will vary depending on the loan program chosen.

(o) In addition to the above-specified costs and expenses, a mortgage loan may require the Unit Owner to deposit monthly with its lender one-twelfth (1/12) of the estimated annual real estate taxes and tax assessments which are assessed or to be assessed against the Unit, together with one-twelfth (1/12) of the annual fire and casualty

insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with its lender a multiple of the aggregate of such Unit's one month's real estate taxes, tax assessments and insurance premiums, or other amounts, in order that sufficient funds will be available for its lender to pay the same when due and such sums may be due even if a real estate tax escrow is paid to the Condominium Board at Closing.

(p) All legal costs, fees and expenses of Sponsor's attorneys, other than those specifically set forth above, will be the sole responsibility of Sponsor.

(q) At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, (b) Common Charges for the month in which title closes and (c) accrued rent and any other charges pursuant to an Interim Lease, if any, covering Purchaser's Unit. Sponsor may also collect, on behalf of the Condominium Board, Common Charges for the month following the month in which the Closing occurs. In the event the Units have not been separately assessed for real estate tax purposes prior to a Closing of a Unit, each Unit Owner will pay a pro rata share in the proportion that such Unit's Common Interest bears to the aggregate Common Interest of Units of all real estate taxes with respect to the Property to the Condominium Board as Common Charges. (Please refer to Schedule A, for an estimate of real estate taxes payable during the First Year of Condominium Operation.) In addition, to the extent the Units will not be separately assessed, Sponsor may collect at Closing, on behalf of the Condominium Board, real estate taxes due and payable for the tax periods in which the Units will not be separately assessed. The Condominium Board will pay such taxes either to the New York City Department of Finance when due or directly to Sponsor if Sponsor has already paid such real estate taxes. If any Unit Owner fails to pay such Unit Owner's pro rata share as set forth above, the Condominium Board will have a lien on such Unit for non-payment of Common Charges. (See the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers" under the subsection entitled "Common Charges: Collection and Lien for Non-Payment" set forth in Part I of the Plan.) At such time as a Unit is separately assessed and separately billed, its Unit Owner will pay real estate taxes directly to the taxing authority.

(r) If a Purchaser fails for any reason to close title to its Unit on the originally scheduled Closing Date and Sponsor elects not to terminate the Agreement as a result of the same, (a) the closing apportionments described above will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, in addition to the other payments to be made to Sponsor under the Agreement and this Plan, an amount equal to 0.05% of the Purchase Price of the Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

(s) Except as specifically set out in this Plan, Sponsor must pay all costs and expenses incurred in connection with the promulgation and consummation of this Plan,

the creation of the Condominium and the initial sale of Units, including, but not limited to, all selling expenses and commissions payable to Selling Agent for the initial sale of Units pursuant to this Plan, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan. (See the Section entitled "Rights and Obligations of Sponsor" set forth in Part I of the Plan.)

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Obligations with Respect to the Building

A. Subject to the terms and conditions of the Plan, Sponsor shall have the following obligations and all Purchasers upon execution of their respective Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) Sponsor will diligently, expeditiously and at its sole cost and expense, perform or cause to be performed the Proposed Renovations, and will supply or cause to be supplied all materials necessary to complete the Proposed Renovations substantially in accordance with the Plans and Specifications. The Building was initially built in approximately 1895-1896 and as with any program of capital repairs, renovations and replacements of an existing pre-war building, Sponsor may be required to alter the Plans and Specifications of the Proposed Renovations to address existing conditions uncovered in the course of renovation. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of any variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan. Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details), provided, however, that:

(i) any materials, appliances, equipment and fixtures which Sponsor may substitute shall be substantially similar or better quality or design; and

(ii) Sponsor shall not materially change the size or location of the Units or Common Elements if such changes affect the percentage of Common Interest or adversely affect the value of any Unit to which title has closed or for which an Agreement has been executed and is in effect, unless all affected Unit Owners and contract vendees consent in writing to such change.

(b) Under the present construction schedule it is anticipated that, a first Temporary Certificate of Occupancy with respect to certain portions of the Building, but not the entire Building, will be obtained on or about July, 2012, subject to Unavoidable Delays and except for finishing work to stairways, hallways and other Common Elements of the Building, which are not intended for the exclusive use of any particular Unit Owner and any Custom Work, the Proposed Renovations to the Residential Units will be substantially completed by July, 2013 and Sponsor does not, however, warrant or guarantee the foregoing completion or occupancy dates for the Building. The first Temporary Certificate of Occupancy may issue for some but not all of the Units and Sponsor may complete the Proposed Renovations to certain Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Units while Proposed Renovations are continuing to be performed in other Units, possibly, for extended periods of time and that noise, dust, vibrations, odors and other objectionable

conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units.

(c) Purchasers should note that construction is a very complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the timing or completion of the Proposed Renovations or any dates set forth herein.

(d) During the first few years of condominium operations, construction workers and related personnel will be at the Property from time to time completing the Proposed Renovations, making adjustments and corrections and performing various tasks related thereto, which may occur at all hours and could compromise the Building's security systems. During this period, various Building Systems (including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators) may need to be shut down temporarily. Sponsor and its designees will have the right to and will utilize elevators and other Building Systems and will install and retain scaffolding and other equipment on and in the Building to complete the Proposed Renovations.

(e) Sponsor may not fully complete Proposed Renovations and decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular portion of the Building is complete or a particular floor is fully occupied by Unit Owners. The fact that the Proposed Renovations have not been completed or are not available for use by Unit Owners will not be a basis for a Unit Owner to refuse to close title to its Unit, delay the Closing or receive any abatement or credit against the Purchase Price. Purchasers should be aware that they may be required to close title to their respective Units while construction of the Proposed Renovations is continuing, possibly, for extended periods of time, and that noise, dust, vibrations and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units.

(f) The presence of hoists or construction elevator shafts or similar temporary construction facilities, may delay the closing of title to certain Residential Units or lines of Residential Units until such hoists, elevators or temporary facilities are no longer needed and are removed. Purchasers of such Residential Units shall remain obligated to purchase such Residential Unit and pay the balance of the Purchase Price notwithstanding any such delay.

(g) Prior to the First Closing under this Plan, Sponsor shall have obtained a Temporary Certificate of Occupancy covering the Unit to be closed. If the First Closing shall have occurred under a Temporary Certificate of Occupancy, Sponsor shall attempt to obtain a Permanent Certificate of Occupancy for the Building within two (2) years after the First Closing, subject, however, to force majeure, actions of the Condominium Board, actions by Unit Owners or tenants of Unit Owners, or any other cause over which Sponsor has no control, but in any event, before the expiration of the applicable Temporary Certificate of Occupancy, as same may be renewed, replaced or extended. Sponsor shall however, remain responsible to obtain a Permanent Certificate of Occupancy for the Property prior to the final expiration of all Temporary Certificates of Occupancy, as same may be renewed, replaced or extended, subject,

however (after the expiration of the Initial Control Period), to the cooperation of the Condominium Board.

(h) The first Temporary Certificate of Occupancy may be issued for some but not all of the Residential Units and Sponsor may complete the Proposed Renovations for certain Residential Units before others. Sponsor will obtain updated certifications and permits for the Building, as required by applicable Law, including certifications for elevator inspections. Purchasers should also note that even if the First Closing occurs on or before July 1, 2012 (or such other date projected as the date of commencement of operation at the time the Agreement was entered into) or within the twelve (12) month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a Temporary Certificate of Occupancy has not been issued for such Units or issued for the floor upon which such Units are located. In such a case, provided that the Sponsor is pursuing completion of the Proposed Renovations and issuance of a Temporary Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of substantial delays and will not be excused from paying the full purchase price for the Unit. **PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.**

(i) Purchasers are advised that in New York City it is common for newly constructed condominium projects, and newly renovated buildings being offered as condominiums, to be issued several successive Temporary Certificates of Occupancy for the building before a Permanent Certificate of Occupancy covering the entire building is issued. It is also common for sponsors of such projects to commence unit closings when some or all units are covered by a Temporary Certificate of Occupancy rather than a Permanent Certificate of Occupancy. Sponsor anticipates this scenario may occur. Sponsor will undertake to extend each Temporary Certificate of Occupancy received prior to expiration thereof, and ultimately to obtain a Permanent Certificate of Occupancy covering the building. Unit Owners and the Condominium Board, if not in control by Sponsor, shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. As described in greater detail in this Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a Permanent Certificate of Occupancy. However, the Temporary Certificate of Occupancy may lapse for reasons outside Sponsor's control. In the absence of a Permanent Certificate of Occupancy or Temporary Certificate of Occupancy, it is unlawful to reside in or rent a unit and will be difficult for owners or purchasers to obtain financing or pass clear title. Purchasers wishing to obtain additional information and recommendations about buying a condominium unit covered by a Temporary Certificate of Occupancy rather than a Permanent Certificate of Occupancy are encouraged to visit the Department of Buildings website (Consumer Tips).

(j) A Permanent Certificate of Occupancy is required for permanent residential use of the Building and the Residential Units. Temporary residential use of the Building is permitted upon the issuance of a Temporary Certificate of Occupancy, but if a Temporary Certificate of Occupancy, which may be extended up to a total of two (2) years, expires prior to obtaining a Permanent Certificate of Occupancy, residential occupancy of the Condominium may be in violation of the Multiple Dwelling Law, subjecting the occupants of the Building, the Residential Unit Owners and the Condominium Board to penalties under the Multiple Dwelling Law and/or

other statutes and regulations, including, possibly, the eviction of Residential Unit Owners and occupants. Sponsor can make no representation or guarantee that the New York City Department of Buildings will issue a Permanent Certificate of Occupancy for the Building within two (2) years after issuance of the first Temporary Certificate of Occupancy.

(k) If Sponsor fails to obtain a Permanent Certificate of Occupancy for the Property prior to the First Closing, Sponsor will be obligated: (i) direct the Escrow Agent to hold and maintain those monies received pursuant to all Agreements (see the Section entitled "Procedure To Purchase") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, Sections 352-e(2-b)and 352-h, provided, however, that if Sponsor's Architect certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete all Proposed Renovations to be performed by Sponsor, then the amount exceeding the sum so certified by Sponsor's Architect shall be released from the special escrow account to Sponsor; or (ii) to deposit with Escrow Agent an unconditional, irrevocable letter of credit, deposit cash or post a surety bond, or provide other collateral acceptable to the Department of Law, in an amount Sponsor's Architect, from time to time, certifies is reasonably necessary to complete the work needed to obtain the Permanent Certificate of Occupancy. Any amount held by Escrow Agent, in excess of the amount certified by Sponsor's Architect as reasonably necessary to complete the work needed to obtain the Permanent Certificate of Occupancy, can be released from escrow upon the receipt by Escrow Agent of a request by Sponsor. Escrow Agent will rely entirely upon such Sponsor's Architect's certificate in releasing such funds and will not make any independent inquiry or evaluation. All interest and income on such escrowed funds may be paid to Sponsor, as and when earned and collected. The New York City Department of Buildings advises Purchasers, who close with only a Temporary Certificate of Occupancy in place to consult with their attorneys and engineers to assure that sufficient funds are escrowed or otherwise secured for by Sponsor to obtain a Permanent Certificate of Occupancy. It is strongly recommended that Purchasers consult the "New York City Department of Buildings Website/Consumer Tips" for its recommendation when purchasing Units in a building that does not have a Permanent Certificate of Occupancy.

(l) Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor; provided however that Sponsor has the sole right to initially select such outside suppliers in its sole discretion. Sponsor does not know whether or not there may be other outside suppliers who could possibly provide these services upon equal or better terms and conditions and makes no representations or guarantees with respect thereto.

(m) During the period when Sponsor is completing the Proposed Renovations, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades.

(n) Until such time as the Proposed Renovations are complete, including the completion of any "punch list" work, (i) the Condominium Board may refuse to permit a Residential Unit Owner to perform Alterations in its respective Unit until such time as the

Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor; and (ii) no Unit Owner or the Condominium Board shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing the Proposed Renovations on behalf of Sponsor, without the written permission of Sponsor. In addition, the prosecution of the work necessary to complete the Proposed Renovations, including the completion of "punch list" work by or on behalf of Sponsor, shall take precedence over the prosecution of any other work being performed at the Building or to a Unit.

(o) As part of the Proposed Renovations, the Sponsor shall create certain amenities in the Condominium for use by the Residential Unit Owners, which include a Fitness Center, Bicycle Storage Room, Storage Bin Room and Common Laundry Room located on portions of the Cellar level of the Building and a Common Roof Deck located on a portion of the Roof. A detailed description of all amenities in the Building is set forth in the Section of the Plan entitled "Description of Property and Improvements" in Part I of the Plan and in the "Description of Property" set forth as an Exhibit in Part II of the Plan. The amenities will be available for use by the Residential Unit Owners (their guests and tenants), subject to the Rules and Regulations promulgated from time to time by the Condominium Board, including, without limitation, restrictions on hours of operation and the use thereof by persons under a certain age and the right to collect a fee for the use of the amenities. The Condominium Board will be responsible for all costs incurred in operating and Maintaining the amenities, including, without limitation, the costs for utilities, water and sewer and other taxes, if any, and all Common Charges, insurance charges or other operating expenses imposed by the Condominium Board with respect to the amenities and the cost thereof shall in turn be charged to all Unit Owners as Common Charges. The Community Facility Unit Owners' Common Charges include the cost to operate and maintain the Residential amenities, however the Community Unit Owners do not have the right to use or access such Residential amenities, unless otherwise approved by Sponsor, in its sole discretion, and their allocable Common Interest has been adjusted in accordance with the provisions of Section 339-i(1)(iv) of the Condominium Act. No assurance can be given with regard to the timing of completion of the amenities. Sponsor may not fully complete the amenities until a particular portion of the Building is complete or a particular floor is fully occupied by Residential Unit Owners. The fact that the amenities have not been completed will not be a basis for a Residential Unit Owner to refuse to close title to its respective Unit. Purchasers should be aware that they may be required to close title to their Units while construction of the amenities is continuing, possibly, for extended periods of time, and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units. Sponsor anticipates but does not guarantee that the foregoing amenities will be completed and operating no later than one (1) year after the First Closing. Sponsor reserves the right, in its sole discretion, to increase and/or decrease the size of or relocate any of the above amenities to a different area of the Building, but any such change in size or relocation will not materially affect the intended purpose and use of such amenities. Purchasers should be aware that Sponsor shall not be responsible for nor can Sponsor make any guarantees regarding the level of noise resulting from the use and operation of the amenities. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

(p) The Building was initially built in approximately 1895-1896 and, as all prudent property owners are aware, a program of ongoing maintenance is typically required to insure the integrity of a building. Building systems, including, without limitation, plumbing, electrical, gas

and sewer and similar systems (collectively, the "Building Systems") may date back to the initial construction of the Building and while some repair and replacement of the Building Systems is being performed by Sponsor as part of the Proposed Renovations, there is no guarantee that the existing Building Systems properly function or will function in the future. Such Building Systems may be repaired, upgraded or replaced by the Condominium Board and the cost thereof may result in an increase of Common Charges or the levying of a Special Assessment against the Unit Owners if further repairs are needed. At the current time, Sponsor anticipates but makes no guarantee that during the period that the Sponsor controls the Condominium Board, the Condominium Board will undertake capital improvements, in addition to the Proposed Renovations. Purchasers should also be aware that replacement of certain pipes in the Building could damage pipes and fixtures that have not been repaired or replaced. No warranty is made by Sponsor that underground water conditions will not change in the future or that possible deterioration of hidden elements within the foundation might not have occurred given the age of the structure. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" set forth in Part I of the Plan and a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

(q) The Contingency Fund provided for in Schedule B is intended to provide a fund for unanticipated expenses not included in Schedule B and for increases in operating expenses above the amounts projected. There is no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises (except that each Purchaser of a Unit shall pay into the Working Capital Fund of the Condominium a sum of equal to two (2) months of Common Charges for the Unit being purchased. Therefore, Unit Owners shall be obligated to pay their share of the cost of repair, replacements and improvements to the Common Elements as the need for the same arises, unless there are sufficient funds in the Working Capital Fund or other funds available. The Contingency Fund is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase monthly Common Charges or levy a Special Assessment of Common Charges. There are no limitations as to how the Working Capital Fund may be employed during any period, including the period that Sponsor controls the Condominium Board (see the Section entitled "Control By Sponsor"). However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges including Common Charges attributable to Unsold Units. Purchasers are advised that tenants of Unsold Units will not be obligated to contribute to the Working Capital Fund and accordingly, the Working Capital Fund may be insufficient for the payment of unanticipated expenses, if any, and Unit Owners may be subject to a Special Assessment to pay for the costs of such unanticipated expenses, if any. (See the Section entitled "Working Capital Fund and Apportionments" set forth in Part I of the Plan.)

(r) Except as otherwise expressly provided under the Plan with respect to the Proposed Renovations or as may be agreed upon in writing between Sponsor and Purchaser regarding Custom Work, the Units are being sold "AS IS" in the condition in which they exist at the time a Purchaser signs an Agreement, subject to ordinary wear and tear and further subject to Sponsor's obligation to maintain the Building until the First Closing. All personal property located within a Unit on the date the Agreement is signed that is owned by Sponsor is included in the conveyance, unless specifically excepted in this Plan. Notwithstanding the foregoing, Sponsor is obligated to perform the Proposed Renovations and any other work contemplated

under the Plan to the Building in accordance with all applicable codes and Plans and Specifications, and any conflict between the disclaimers and the Sponsor's obligation to construct and renovate the Building in accordance with all applicable codes and Plans and Specifications shall be resolved in favor of the latter, except in all instances where the code in question is inapplicable because of the age of the Building. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. Sponsor's obligation, regardless of any limitations set forth in this Plan, cannot go below the duty to construct the Property in accordance with all applicable codes, Plans and Specifications and that any conflict between the disclaimers and the Sponsor's obligations to construct the Property in accordance with all applicable codes and Plans and Specifications shall be resolved in favor of this Plan. The Housing Merchant Implied Warranty Law (the "Law"), under Article 36-B of the General Business Law, pertains to warranties on the sale of certain new construction homes. Purchasers are advised that this Property is not a new construction project, but rather an existing Building to which Sponsor intends to perform certain Proposed Renovations. This Law may be applicable to the Proposed Renovations made by Sponsor to the Residential Units offered for sale under this Plan. Pursuant to the terms of the Law, the Sponsor is giving a Limited Warranty to Purchasers as to the Proposed Renovations of such Residential Units. Certain limitations contained in the Limited Warranty are noted as follows: (i) the Limited Warranty provides coverage for the first Residential Unit buyer only; (ii) the Limited Warranty provides coverage with respect to the Proposed Renovations performed by Sponsor to the Residential Unit offered for sale under this Plan, as more particularly set forth in the "Description of Property" set forth as an Exhibit in Part II of the Plan; (iii) Sponsor's liability is limited to ten (10%) percent of the Purchase Price of the Residential Unit purchased; (iv) any claim for damages made by a Purchaser is to be reduced by any insurance proceeds received by the Purchaser with respect to such claim; (v) incidental, special, consequential or other indirect or similar damages are excluded; and (vi) detailed procedures must be followed for giving notice of a warranty claim to Sponsor and for commencing a lawsuit against Sponsor. (See the Section entitled "Rights and Obligations of Sponsor" under the subsection entitled "Sponsor's Obligations with Respect to the Building" in Part I of the Plan and a copy of the full text of the Law and the form of Limited Warranty set forth as a rider to the Agreement which are all set forth as Exhibits in Part II of the Plan.)

(s) Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of variations from the Plans and Specifications or the description of any portion of the Building or a Unit set forth in the Plan which are neither in violation of law, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality and design than as set forth in the Plans and Specifications or description in this Plan. Except as otherwise expressly provided herein (e.g. model unit), any such variation affecting the Property which is material will be disclosed in a duly filed amendment to the Plan.

(t) In addition, in no event will Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an insubstantial nature,

such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber and wood trim shrinkage or warpage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight; scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square and/or straight; electrical plates not straight; discoloration or shrinkage; and slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level or straightness of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level or straightness of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows, vents, electrical outlets and similar openings in the wall, in accordance with customary practice and professional standards; (ix) noise and vibrations from normal plumbing, heating, ventilating and air conditioning operation, including, without limitation, HVAC Units, chillers and similar equipment located on the Roof; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, or, normal shrinkage or expansion of wood flooring due to heat, humidity and changes in moisture, content of wood, or due to homeowner's failure to maintain consistent temperature; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, and baffles; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors, paint touch-ups, repair of dented appliances, or replacement of light bulbs or fluorescent light ballasts; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the Roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete used in cellar walls and paving; (xix) discoloration to hardware and plumbing finishes; (xxi) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xx) scratched, dirty or cracked lenses in light fixtures; (xxi) terrace tiles not laid flat, or color variation in tiles or mortar, or stained tiles, or (xxii) salting or color variation in exterior colored mortar and deep colored brick. Sponsor will be obligated to repair only abnormally chipped stone, and porcelain surfaces, which repair will be made by filling the stone or refinishing the porcelain, but Sponsor will not be obligated to replace such stone or porcelain surfaces. **THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY BUILDING UNDERGOING SUBSTANTIAL RENOVATIONS. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER BUILDING UNDERGOING SUBSTANTIAL RENOVATIONS MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR**

ELSEWHERE IN THE BUILDING. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE CONDOMINIUM BOARD THEREFOR. IF PURCHASERS OR THE CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

(u) Sponsor shall be under no obligation whatsoever to agree to perform any Custom Work for a Purchaser, nor shall Sponsor have any obligation to allow a Purchaser to perform any Alterations or install extra furnishings prior to Closing. Any Custom Work or any Alterations or installation of extra furnishings which a Purchaser desires to be performed with regard to a Residential Unit shall be done only upon Sponsor's written consent thereto and Sponsor's approval of all contractors and suppliers in connection therewith, which consent and approval are within the sole and absolute discretion of Sponsor. Until such time as the Proposed Renovations are complete, including the completion of any "punch list" work, (i) the Condominium Board may refuse to permit a Unit Owner to perform Alterations in its respective Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor; and (ii) no Unit Owner or the Condominium Board shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing the the Proposed Renovations on behalf of Sponsor, without the written permission of Sponsor. In addition, the prosecution of the work necessary to complete the Proposed Renovations, including the completion of "punch list" work by or on behalf of Sponsor, shall take precedence over the prosecution of any other work being performed at the Building or to a Unit.

(v) Any Alterations performed by a Residential Unit Owner must be performed in accordance with the provisions of the By-Laws and each Residential Unit Owner shall be required to enter into an Alteration Agreement with the Condominium Board. Under such Alteration Agreement, the Residential Unit Owner performing such Alterations shall be obligated (unless otherwise waived in writing by the Condominium Board) to (i) provide a security deposit to the Condominium Board, in such amount as determined by the Condominium Board, in its sole discretion, which security deposit shall be held as security for the faithful performance and observance by the Residential Unit Owner of the terms and conditions of the Alteration Agreement, and (ii) pay a processing fee to the Managing Agent for its review of the proposed plans and (iii) pay any other review fees required under the Alteration Agreement or adopted by the Condominium Board from time to time.

(w) The acceptance of a Unit Deed by a Purchaser shall be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Agreement, in 13 NYCRR, Part 20 (the regulations of the Department of Law of the State of New York governing the acceptance for filing of this Plan) and in General Business Law Section 352-e to survive delivery of the deed.

(x) A Purchaser shall receive prior notice that a Unit is available for inspection, as more particularly provided in the Agreement set forth as an Exhibit in Part II of the Plan. The

Purchaser of a Unit, accompanied by a representative of Sponsor, shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and Purchaser will include on the inspection statement a list of "punch list" work to be completed in the Unit by Sponsor following the Closing Date. Sponsor shall have no obligation to complete any work which is not specifically designated by the Purchaser on the inspection statement. Sponsor shall complete the "punch list" work in a timely manner, subject to availability of materials and unavoidable delays, provided, however, that Sponsor's obligation to complete "punch list" work is conditioned upon Sponsor being provided access to the Unit by Purchaser as will enable Sponsor to perform such "punch list" work. The Purchase of a Unit does not entitle the Purchasers thereof to conduct any invasive testing in the Unit including, without limitation, making holes in the wall or ceiling and/or removing sheet rock, tiles, wood flooring, windows or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose. In the event a Purchaser fails to inspect a Unit, after being given the opportunity to do so, Sponsor reserves the right, in its discretion, to postpone the scheduled Closing or to deem Purchaser to have waived the right to cause punch list work, if any, to be completed. A Purchaser who fails to inspect such Unit shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Moreover, the failure of Sponsor to complete "punch list" type work shall not be a ground for Purchaser to delay the Closing provided that Sponsor agrees to complete such "punch list" type work promptly after Closing.

(y) Following the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Condominium Board, on behalf of all Unit Owners, as the case may be, the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, materialmen or others in connection with the Proposed Renovations, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit of a Purchaser shall be assigned to such Purchaser on the date of closing of title to the Unit. Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by such warranties are first installed or purchased Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit.

(z) Prior to the closing of title for each Unit, Sponsor will cause such Unit and its appurtenant Common Interest, benefits, rights and easements as described in the Declaration and By-Laws to be released from the lien of any Mortgage encumbering the Unit (other than any mortgage or security agreements obtained by the Purchaser).

(aa) Sponsor will bear all costs and expenses incurred by it in connection with the creation of the Condominium and the preparation of the Plan and all selling expenses and compensation payable to sales of Units or other personnel of Sponsor.

(bb) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Proposed Renovations in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during construction thereof and will cause any and

all mechanics' liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

(cc) Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Condominium Board or Unit Owner(s).

(dd) Following the issuance of a Permanent Certificate of Occupancy for the Building, Sponsor will deliver to the Condominium Board a complete set of "as built" mechanical, electrical and plumbing drawings for the entire Building.

(ee) In accordance with Section 339-p of the Condominium Act, a registered architect or a licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the Plans and Specifications as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the Proposed Renovations.

(ff) Sponsor will pay all Common Charges, except as otherwise set forth with respect to the Waiver Period, Special Assessments and real estate taxes allocated to any Unsold Units in accordance with the provisions of the By-Laws. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Units. Sponsor will fund its financial obligations from proceeds from the sales of Units, rental income from Unsold Units, and financing. No bond or other security will be posted by Sponsor with respect to this obligation.

(gg) Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Common Charges from Purchasers under the Plan for a period of time after the First Closing (the "Waiver Period"), provided, however, that such election is disclosed in a duly filed amendment to this Plan and that Sponsor shall be solely responsible for payment of Waiver Period Expenses during the Waiver Period. Sponsor expects to exercise its right to waive the collection of Common Charges. The Waiver Period shall terminate and the collection of Common Charges shall commence upon the earlier to occur of: (i) the date of termination of the Waiver Period as disclosed in a duly filed amendment to this Plan, (ii) the date upon which Sponsor has conveyed title to seventy-five (75%) percent of the Residential Units or (iii) the date upon which the third year of condominium operation commences. Purchasers should note that Schedule B will not be in effect until the expiration of the Waiver Period. However, during the Waiver Period, Sponsor will continue to update Schedule B-"Projected Budget for First Year of Condominium Operation" ("Schedule B"), to the extent required pursuant to Part 20 of Title 13 NYCRR. All Waiver Period Expenses paid by Sponsor during the Waiver Period are based on the actual costs of operating the Building (including, without limitation, insurance premiums) and not on estimates set forth in Schedule B. Waiver Period Expenses will not include (i) real estate taxes attributable to a Unit Owner's Unit, during any period during which the Unit may not be separately assessed or (ii) the funding of the Contingency Fund. Unit Owners will remain responsible for the payment of real estate taxes during the Waiver Period, which expenses shall be separately allocated to each Unit Owner based upon the Common Interest of such Unit, as more particularly set forth in Schedule A. In accordance with the terms of the By-Laws, Sponsor must maintain a listing of all receipts and expenditures during the Waiver Period. Purchasers are advised that Unit Owners will not be charged a Special Assessment after the expiration of the

Waiver Period for expenses which would have otherwise been anticipated to have been funded through Common Charges, had there been no Waiver Period.

(hh) Purchasers are advised that the risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit pursuant to an Interim Lease or written agreement with Sponsor, at which time such risk to the Unit (but not to any portion of the Common Elements) shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall provide Purchasers with notification no later than forty-five (45) days from the date of such loss or damage. In addition, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit, such notification to be furnished to Purchasers no later than forty-five (45) days from the date of such loss or damage, or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers"), the Agreement will be deemed canceled and of no further force and effect and Escrow Agent will return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's right to retain the Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), and whereupon the parties to this Agreement shall be released and discharged from all obligations and liability hereunder and under the Plan; provided, however, notwithstanding anything to the contrary contained herein, if there is an Event of Default or Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor shall retain the Deposit and any Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), together with any interest earned thereon, as and for liquidated damages.

(ii) Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see the section entitled "Rights and Obligations of Unit Owners and the Condominium Board of Managers" set forth in Part I of the Plan) the cost of which insurance has been reflected in Schedule B.

(jj) Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all Exhibits or documents referred to herein shall be available for inspection by Purchasers and by any person who shall have purchased a Unit offered by the Plan

or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(kk) Sponsor is obligated to deliver to the Condominium Board all books of account and records pertaining to the Building's operation which are in Sponsor's possession on the First Closing.

(ll) Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer (other than to Purchasers under the Plan) of ten (10) or more Units or twenty percent (20%) of the total number of Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under this Plan, applicable Law or regulations.

(mm) New York City Local Law 7 of 2004 requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums and Sponsor intends to provide carbon monoxide detectors in each Unit in accordance therewith. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors which has been stolen, removed, found missing or rendered inoperable. Lastly, Sponsor intends to provide an approved and operational smoke detector device in each Residential Unit in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York. Each Unit Owner will be responsible to keep and maintain the smoke detector device in good repair and to replace any smoke detector which has been stolen, removed, found missing or rendered inoperable. Sponsor makes no representations that Unit Owners will comply with the foregoing obligations.

(nn) Sponsor's offer to sell the Units under the Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under the terms of the regulations, Sponsor may not declare the Plan effective until Agreements are signed by bona fide purchasers (including investors) for fifteen percent (15%) of the Units offered for sale under the Plan.

(oo) (i) Proposed Renovations to the Building and Units is being financed by Manufacturers and Traders Trust Company ("M&T" or "Construction Lender"), which financing is secured by, among other things, a mortgage and security agreements (collectively the "Construction Loan".) Sponsor's offer to sell the Residential Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under the terms of such regulations, Sponsor may not declare the Plan effective until Agreements are signed by bona fide purchasers (including investors) for fifteen percent (15%) of the Residential Units offered under the Plan (or approximately 6 Residential Units).

(ii) As a condition to Construction Lender agreeing to release the individual Units from the lien of the Construction Loan, Sponsor has agreed that upon the establishment of the Condominium, Sponsor will cause each of the members of the Condominium Board appointed by Sponsor to execute and deliver to Construction Lender an undated conditional resignation of each such member, whereby each such member tenders his/her resignation from the Condominium Board. In the event of an event of default by Sponsor under the Construction Loan, the Construction Lender is entitled to give notice to the Condominium Board or any other Person stating that circumstances exist which entitle Construction Lender to exercise in Sponsor's place any particular right, privilege or power, or to receive any credit, refund, profit or other sum of money which Sponsor has the right to exercise or receive under the Condominium Documents. In addition, no single Purchaser (or its Affiliate) may have more than two (2) Units under contract and not more than ten percent (10%) of the total Residential Units may be purchased by buyers of multiple Residential Units (other than Residential Units being used for primary residence purposes) without Construction Lender's prior consent.

(iii) While Sponsor currently intends to sell all of the Units offered for sale under the Plan, Sponsor has reserved the right to stop marketing such Units and rent Unsold Units. The Construction Loan does not establish an explicit requirement that the Sponsor sell rather than rent Units.

(iv) Under the terms of the Construction Loan, Sponsor has agreed that it will not (or allow the members on the Condominium Board appointed by Sponsor to vote or give consent to) (i) taking or omitting to take any action to modify, change, supplement, alter, amend or terminate any of the Condominium Documents (as such term is defined in the Construction Loan), (ii) waive or release any of Sponsor's rights under the Condominium Documents, (iii) vote, give consent or waive any right of Sponsor if the result of such vote or consent or waiver would be to impair the rights of the Construction Lender or the lien of the Construction Loan, (iv) approve (x) any borrowing of money on behalf of the Condominium which would result in the creation of any lien on any portion of the Units, (y) any addition to, or alteration or improvement of, the Common Elements, or (z) decrease the size or subdivide any of the Units or combine any of the Units with any other unit, or (v) cause the Condominium to fail to maintain or diminish in any material respect the insurance policies required to be maintained pursuant to the applicable Condominium Documents.

(v) Construction Lender will release a Residential Unit from the mortgages and liens securing the Construction Loan upon: (i) receipt from Sponsor of payment to Construction Lender of a minimum release price as specified in the Construction Loan; (ii) payment of all of Construction Lender's reasonable attorneys' fees and expenses incurred in connection with the release of any Unit; and (iii) receipt of the undated conditional resignations of board members appointed by Sponsor.

(pp) Sponsor currently intends to sell the Units offered for sale under the Plan. However, under the terms of the Plan, Sponsor, the Community Facility Unit Owner and the owner of any Unsold Residential Units have reserved the unconditional right to rent or lease any such Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing such Units for sale at any time, in the sole discretion of such parties, or to use or offer such Units for any lawful purpose. Certain Units may be occupied under short-term leases

having a term in excess of thirty (30) days and less than or equal to one (1) year. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. The By-Laws do not include a provision that after the Initial Control Period, a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Therefore, there is no limit on the number of Purchasers who may purchase for investment rather than personal occupancy and, accordingly, it is possible that a significant portion of Unit Owners will not be residents of the Building and that a significant portion of occupants in the Building may not be Unit Owners. As a consequence of the foregoing, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective and **PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS PLAN.** In addition, non-resident owners, including Sponsor, have different economic interests in their respective Units and, therefore, do not share the same economic interests as Unit Owners in the Maintenance of the Building's facilities and amenities. As a result, owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

(qq) All representations under the Plan, all obligations pursuant to the GBL and such additional obligations under the Plan which are to be performed subsequent to the closing of each Unit will survive delivery of the Unit Deed.

(rr) Except as set forth above or as required by Law or governmental regulation, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective Unit Deeds. In the event Sponsor is not financially able to perform its obligations under the Plan, sales will cease and the Plan will be amended to offer rescission to Purchasers, if any.

(ss) Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing the Proposed Renovations, any Custom Work or any other Alterations and repairs in or about the Unsold Units as set forth in this Plan. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personalty or fixtures contained therein.

(tt) The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Agreements or to include any financial limitation on Sponsor's

liability for failure to perform its obligations under the Plan. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures to be provided or performed by Sponsor or located at the Property other than as set forth in the Plan. Notwithstanding anything to the contrary set forth herein, nothing contained in the Plan shall be construed as to render Sponsor liable for incidental, special or consequential damages (whether based upon negligence, breach of contract, breach of warranty or otherwise) it being intended that Sponsor's sole obligation shall be to perform its obligations as expressly provided in the Plan.

(uu) Obligations of Sponsor hereunder with respect to the Building shall be enforceable by the Condominium Board on behalf of all Unit Owners

(vv) To the extent permitted by Law, Sponsor will have no liability to any Purchaser, subsequent purchaser of a Unit, Unit Owner, the Condominium Board with respect to its obligations under the Plan (other than for direct, non-consequential damages, including property damage, personal injury or wrongful death, arising as a result of the negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan) in excess of the net proceeds paid to Sponsor from the sale of all Unsold Units after payment of, or reasonable reserve for, any liabilities of Sponsor arising out of the consummation of the transactions contemplated in the Plan.

Sponsor's Obligations with Respect to Asbestos

In accordance with the provisions of 13 NYCRR 20.7(cc), Sponsor engaged Arcadis, US, Inc., a qualified firm to perform such tests as are necessary to determine whether asbestos containing building materials ("ACBMs") is/are present in materials anywhere in the Building and engaged said firm to identify and monitor the abatement of all known ACBMs. As indicated in the report dated July 27, 2011 prepared by said firm (the "Asbestos Report"), ACBMs were identified in portions of the Cellar level of the Building, the Roof and small amounts in other discrete areas in the Building (e.g. located in vinyl floor tiles of certain apartments). Purchasers are referred to the Asbestos Report set forth as an Exhibit in Part II of the Plan for a full description of all ACBM's identified in the Building. Purchasers are advised that ACBM's identified in portions of the Cellar level of the Building were found in vinyl floor tile adhesive mastic located in the Community Facility Unit, which is to be conveyed to the Seminary in its "as-is" condition. Sponsor does not intend to remediate any of the ACBMs in the Community Facility Unit. Notwithstanding the immediately preceding sentence, by July, 2013, Sponsor intends to or will have removed or remediated all other ACBM's in the Building, identified in the Asbestos Report, as required by all applicable New York City, State and Federal regulations including the filing of all necessary NYC DOB/DEP paperwork required to perform the work and obtain NYC DOB permits. Purchasers are advised that detailed lab results are available for inspection at the Selling Agent's office. (See a copy of the Asbestos Report set forth as an Exhibit in Part II of the Plan.)

Leasing and Use of Unsold Residential Units

A. Sponsor and the owner of any Unsold Residential Units have reserved the unconditional right to rent or lease any Unsold Residential Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Residential Units for sale at any

time, in Sponsor's sole discretion, or to use or offer Unsold Residential Units for any lawful purpose. Certain Residential Units may be occupied under short-term leases having a term in excess of thirty (30) days. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Accordingly, it is possible that a significant portion of Unit Owners will not be residents of the Building and that a significant portion of occupants in the Building may not be Unit Owners. As a consequence of the foregoing, a Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.

B. There is no limit on the number of Purchasers who may purchase for investment rather than personal occupancy. Accordingly, there may always be a substantial percentage of owners who are non-residents. The By-Laws do not include a provision that after the Initial Control Period, a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. **PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS PLAN.** In addition, non-resident owners, including Sponsor, have different economic interests in their respective Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities. As a result, owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

C. Please refer to the Section of the Plan entitled "Interim Leases" set forth in Part I of the Plan.

D. (i) Sponsor reserves the right, without the permission of the Condominium Board and without prior notice or amendment to the Plan, to use or grant permission for the use of any Unsold Unit or Common Element on any floor of the Building for any purpose, including, without limitation, as model units, sales, rental (long or short term rental) and/or promotion offices in connection with the sale or rental of the Units for the Building and any other building in which Sponsor or principals of Sponsor have an interest, for storage, administrative purposes, professional use, transient hotel, timeshare or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Unit (subject to Sponsor's right to amend the certificate of occupancy to conform to such use as provided in the Declaration and By-Laws), and the use of such Unit complies with all applicable governmental regulations with respect to such use.

(ii) In the event Sponsor thereafter elects to sell any Unsold Units that are used as a model unit or such other purposes noted above Sponsor may require Purchaser thereof to purchase all or any of the furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper and the like located therein and pay, in addition to the Purchase Price for such Unsold Unit, such amounts as Sponsor determines in its sole discretion. Such model units will be sold "AS-

IS" in the condition in which they exist at the time such Purchaser signs an Agreement and Sponsor shall not be responsible for any normal wear and tear of such model units. Purchasers are advised that such model units may not conform to either the "Description of Property" set forth as an Exhibit in Part II of the Plan nor certain requirements otherwise applicable to the use of the Unit (e.g. all window treatments within a Unit, when viewed from the outside of the window must be white) which are set forth in the Declaration and By-Laws each set forth as an Exhibit in Part II of the Plan.

(iii) Purchasers are hereby advised that in no event shall the presence of any furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like in any such unit or in any Common Element or in any advertisements or renderings with respect thereto, imply or represent that any Unit offered for sale under the Plan will also contain such furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like upon delivery of a Unit offered for sale under the Plan to Purchaser unless Sponsor agrees to and Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the Purchase Price for such Unit offered for sale under the Plan. (See a copy of the By-Laws set forth as an Exhibit in Part II of the Plan.)

Leasing and Use of Common Elements.

The Units and Common Elements of the Building shall be subject to Sponsor's right and easement to use, lease, license and/or sublicense the Common Elements for the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communications equipment on the Roof and exterior facade of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto. Any satellite dishes or other facilities placed upon the Roof, the exterior facade of the Building or any other portion of the Common Elements by Sponsor, its designee, tenant, assignee or licensee shall be the exclusive property of Sponsor, its designee, tenant, assignee or licensee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto, (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, Maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Community Facility Unit or with the use of the Residential Units for their permitted purposes, (c) changing the facade of the Building pursuant to the Façade Easement granted under Section 16.8 of the Declaration or (d) right to grant such additional electric, gas, water and sewer, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install an air conditioning compressors or other equipment on the Roof or relocate any easements in any portion of the Building or the Property. Clauses (a) through (d) above are collectively referred to as the "Sponsor Easements". The Condominium Board shall be obligated to enter into such lease, license, sublicense or other agreement with Sponsor, at Sponsor's request. If Sponsor enters into any such agreement with the Condominium Board, Sponsor will amend the Plan to disclose same. Sponsor has and shall retain the right to collect a fee for any use, lease, license or sublicense of such space. The Condominium shall not be entitled to any portion of fees,

compensation or other profits received by Sponsor for the use of the Sponsor Easements. The Sponsor Easements may be used by Sponsor for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Sponsor (the "Sponsor Easement Holder"). In the event that there is a change in Sponsor or Sponsor designates any of its Sponsor Easements to a Sponsor Easement Holder (other than Sponsor) the Condominium Board must be provided with written notice advising of same. Sponsor will indemnify and hold the Condominium harmless for any losses/liabilities incurred by the Condominium resulting from its establishment, use and Maintenance of the Sponsor Easements and shall bear all Maintenance and operation costs therefor. The Sponsor Easements will not expire and will remain in effect after the Sponsor no longer owns any Units in the Building. Notwithstanding anything to the contrary set forth above, in the event the Sponsor Easements are terminated by operation of law or otherwise, the Condominium Board shall have the sole right to same. After the Initial Control Period, the principals of Sponsor identified in the Section of the Part I of the Plan entitled "Identity of Parties" may be contacted with regard to any rights retained by Sponsor at the Building. (See the Declaration set forth as an Exhibit in Part II of the Plan.)

CONTROL BY SPONSOR

A. There is no limit on the length of time that Sponsor may control the Condominium Board. The Condominium Board shall initially comprise of three (3) members, which members shall be designated by Sponsor. During the period of time commencing on the date of the First Closing and ending on the date that is five (5) years from the First Closing (the "Initial Control Period") Sponsor has the right to appoint a majority of the members of the Condominium Board (and therefore control such Condominium Board).

B. Sponsor may control the Condominium Board beyond the Initial Control Period if a majority of the votes cast at any election of Board members are for the nominees designated by Sponsor (the "Sponsor Control Period"). Accordingly, since nominees designated by Sponsor may be elected to serve on the Board, Sponsor could control the Board notwithstanding the fact that Sponsor no longer owns a majority of the Units. Sponsor reserves the right to relinquish and regain voting control of the Condominium Board at any time. During the period that Sponsor controls the Condominium Board, Sponsor will have control of Maintenance, facilities and services and amenities to be provided to Unit Owners and will determine the Common Charges, to be paid by all Unit Owners. Sponsor may be able to elect members of the Condominium Board as a result of its ownership of or interest in Unsold Units. Sponsor shall retain voting control of the Condominium Board if Sponsor is able to cast sufficient votes at such meeting to establish such control.

C. The Board of Managers has a fiduciary duty to all Unit Owners and will be responsible for enforcing all Unit Owners' rights and obligations (including that of Sponsor).

D. Prior to the first annual meeting of the Unit Owners (the "First Annual Meeting"), the members of the Condominium Board, which shall initially be comprised of three (3) members, shall all be designated by Sponsor. Thereafter, the members of the Condominium Board shall be five (5) members and shall be elected or designated in the manner more particularly described in the Section of the Plan entitled "Condominium Board of Managers" and in the By-Laws; provided, however, for so long as Sponsor owns (i) at least two (2) of the Unsold Units the number of members of the Condominium Board may not be increased without the consent of Sponsor; and (ii) one (1) Unit, Sponsor shall have the right to designate at least one (1) member of the Condominium Board.

E. The Condominium Board will call for the First Annual Meeting no later than one (1) year after the First Closing. The First Annual Meeting shall be held not less than ten (10) days nor more than forty (40) days after the sending of the notice of the meeting.

F. The number of Condominium Board members may not be changed, except in accordance with the procedures described in the By-Laws and subject to Sponsor's consent for so long as Sponsor owns at least two (2) Unsold Units as discussed above. Notwithstanding anything to the contrary set forth above, no Unit Owner may be elected to serve on the Condominium Board if the Condominium Board has perfected a lien against such Unit Owner's Unit and such lien has not been satisfied at the time of the election.

G. Within ten (10) days after the termination of the Initial Control Period, one of the Sponsor designated members of the Condominium Board shall resign in which event a Unit Owner meeting will be held to elect a new Condominium Board member unrelated to the Sponsor within thirty (30) days after the expiration of the Initial Control Period. Nothing contained herein shall be deemed to limit the right of Sponsor to cast its votes for individuals nominated to the Condominium Board who are not nominated or designated by Sponsor, which individuals, if elected, shall not be deemed Sponsor nominees or designees and shall not be deemed to cause Sponsor to control the Condominium Board after the Initial Control Period.

H. Sponsor may exercise veto power over some actions of the Condominium Board provided however, that Sponsor may not exercise veto power over expenses described in Schedule B. Until Sponsor has conveyed title to all Units, but in no event later than the later to occur of (i) five (5) years after the First Closing or (ii) the date on which the Unsold Units constitute less than twenty-five percent (25%) of the Common Interest, the Condominium Board may not take any of the following actions without prior written consent of Sponsor: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees described to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those described in the Plan except as is required to reflect normal annual increases in services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board to (x) comply with Laws, (y) rules or regulations of any governmental authority having jurisdiction over the Condominium to remedy any notice of violation or (z) to remedy any work order by an insurer or (aa) for any repair or replacement to the Building which is necessary for the preservation or safety of the Building or the safety of its occupants.

BOARD OF MANAGERS

A. Generally the affairs of the Condominium shall be governed by the Condominium Board. Prior to the First Annual Meeting of Unit Owners, the Condominium Board shall initially be comprised of three (3) members whom shall be designated by Sponsor and who shall serve on the Initial Condominium Board.

B. On or before the date which is one (1) year after the First Closing, the Condominium Board will call for the First Annual Meeting of Unit Owners, such meeting to be held not less than ten (10) days nor more than forty (40) days after sending of the notice of the meeting. At the First Annual Meeting, the Initial Condominium Board shall resign, subject to the rights of Sponsor provided in the By-Laws as set forth as an Exhibit in Part II of the Plan, and the Unit Owners shall elect a new Condominium Board consisting of five (5) members (subject to Sponsor's rights as more particularly described in the Section of the Plan entitled "Control by Sponsor."). Thereafter, at each annual meeting, new members of the Condominium Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified. The Condominium Board shall meet at least annually.

C. Except for Condominium Board members designated by Sponsor, all members of the Condominium Board must be either Unit Owners or certain parties (e.g. directors, shareholders of Unit Owners) as described in the By-Laws. No member of the Condominium Board shall continue to serve on the Condominium Board if, during such Unit Owner's term of office, said member shall cease to be a Unit Owner or an interested party. All Condominium Board members shall serve without compensation. (See the section entitled "Control by Sponsor" set forth in Part I of the Plan.)

D. Except for Condominium Board members designated by Sponsor, the Condominium Board shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. See the section entitled "Control by Sponsor" set forth in Part I of the Plan.)

E. As more fully set forth in the By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

F. In exercising its respective powers and performing its respective duties under the Declaration and the By Laws, the Condominium Board shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and the By Laws.

G. Annual meetings of Unit Owners shall be held within approximately thirty (30) days of each anniversary of the First Annual Meeting. At such meetings, the Unit Owners shall elect the five (5) member Condominium Board, subject to any rights of Sponsor to designate Condominium Board members set forth in the By-Laws (see section entitled "Control by Sponsor" set forth in Part I of the Plan), and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Condominium Board shall mail a notice

of each annual or special meeting to all Unit Owners of record. The notice, which will generally be given at least ten (10) days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the Declaration or By-Laws or, at all meetings of Owners, the presence in person or by proxy of Unit Owners owning more than thirty (30%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

H. At all meetings, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to such Unit Owner's Unit or Units.

I. The principal officers of the Condominium Board shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by annually by the members of the Condominium Board at the organizational meetings thereof, except that the initial members of the Condominium Board shall be Thomas Brodsky, Ira Litwak and Rick Mason who shall serve as President, Vice President and Secretary of the Condominium Board, respectively. Each of these individuals is employed by The Brodsky Organization, of which Daniel Brodsky, the principal of this offering, is a principal.

J. The Condominium Board may appoint additional officers. Except as otherwise provided by the Condominium Board for which such officer serves, no officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of the Condominium Board are to be executed by any officer thereof or by such other person or persons as may be designated by the Condominium Board. However, by resolution of such Condominium Board, any expenditure in excess of a specified amount by such Condominium Board will be countersigned by two members of the Condominium Board.

K. The term of office of the members of the Condominium Board shall be for one (1) year or until their successors are elected. Members of the Condominium Board shall serve without compensation. Any member of the Condominium Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

L. Upon the affirmative vote of a majority of the members of the Condominium Board, any officer may be removed with or without cause. A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose.

M. A member of the Condominium Board designated or elected by the Unit Owners may be removed with or without cause by an affirmative vote of a Majority of Unit Owners (as defined in the By-Laws) who are present at a meeting containing a quorum of Unit Owners; provided, however that during any period of time that the Sponsor has the right to designate a member of the Condominium Board, board members designated by Sponsor may only be removed with cause and replaced by Sponsor with another Sponsor designee (see section entitled

"Control by Sponsor" set forth in Part I of the Plan). No member of the Condominium Board shall continue to serve on the Condominium Board if, during such Unit Owner's term of office, said member shall cease to be a Unit Owner or an interested party as described in the By-Laws; provided, however, that this provision respecting Unit ownership and Condominium Board membership shall not apply to members of the Condominium Board designated by Sponsor.

N. The Condominium Board shall obtain or ensure maintenance of fidelity bonds or insurance, in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds or insurance shall constitute Common Expenses. The amount and cost of the bonds has been provided for in Schedule B. The By-Laws provide that to the extent permitted by applicable Law, no member of the Condominium Board shall have any personal liability with respect to any contract, act or omission of the Condominium Board or of any managing agent or manager in connection with the affairs or operation of the Condominium or any Limited Common Element (except in their capacities as Unit Owners). Condominium Board members shall have no liability to Unit Owners except that a Condominium Board member shall be liable for such Condominium Board member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct.

O. In exercising their respective powers and performing their respective duties under the Declaration and the By-Laws, the Condominium Board shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and the By-Laws.

P. As described in the By-Laws, if required under the terms of any Permitted Mortgage (including the Construction Loan) held by Sponsor or a Unit Owner, in the event of a default under such Permitted Mortgage, the Permitted Mortgagee will be entitled to designate, remove or replace the members of the Condominium Board whose Units are subject to the lien of said Permitted Mortgage.

Q. Generally, subject to certain exceptions concerning, among other things, Sponsor, and Unsold Units, and provided that required consents of the Residential Mortgage Representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting the Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty-seven percent (67%) in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

R. Notwithstanding any provision contained in the By-Laws to the contrary, no amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of Sponsor or the owner of any Unsold Unit with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof that would adversely affect the rights, privileges,

easements, licenses or exemptions granted to Sponsor or the owner of any Unsold Unit, or otherwise adversely affecting Sponsor or the owner of any Unsold Unit or (b) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Unit with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Unit or any portion thereof that would adversely affect the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Unit.

S. It is possible that amendments, modifications, additions or deletions of or to the Declaration, By-Laws and Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Community Facility Unit(s), the subdivision of any Community Facility Unit into individual condominium units and/or the offering for sale or lease of all or any portion of the Community Facility Unit. In connection therewith, the Condominium Board may, subject to compliance with all applicable Laws and governmental regulations, if any, cause the Declaration, By-Laws and Rules and Regulations to be amended, modified, added to or deleted from and the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners.

T. As more particularly set forth in the Special Risk Section and the Section of the Plan entitled "Rights and Obligations of Sponsor", it is possible that a significant portion of Unit Owners will not reside in the Building and accordingly, it is possible that a significant portion of occupants in the Building may not be Unit Owners. The By-Laws do not include a provision that after the Initial Control Period, a majority of the members of the Condominium Board be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Purchasers who purchase a Unit for their own occupancy may never gain control of the Condominium Board under the terms of this Plan. In addition, non-resident owners, including Sponsor, have different economic interests in their respective Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities. As a result, owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sales and Leases of Residential Units

A. Subject to certain exceptions set forth in Article 8 of the By-Laws, any sale or lease of a Residential Unit together with its Common Interest by a Residential Unit Owner, will be subject to a right of first refusal by (x) Sponsor (or its designee (corporate or otherwise)) until the later of (a) the date on which it has sold all Unsold Units; or (b) the date which is ten years from the date of the First Closing; and (y) the Condominium Board, either by its designee (corporate or otherwise) or on behalf of the Unit Owners on the same terms and conditions as agreed to by the owner of such Residential Unit and the proposed transferee. The parties respective right of first refusal shall be exercised as more particularly set forth in Article 8 of the By-Laws, which is set forth as an Exhibit in Part II of the Plan. The Condominium Board shall not exercise its right of first refusal to purchase or lease any Residential Unit without the prior approval of a Majority of all Residential Unit Owners. However, no such consent shall be required in the event a designee of the Condominium Board, including without limitation the Seminary, purchases or leases a Residential Unit. The rights of Sponsor shall have priority to the extent both Sponsor (or its designee), and the Condominium Board, either by designee or on behalf of all Unit Owners, seek to purchase or lease such Residential Unit except as set forth below. If either the Condominium Board, on behalf of Unit Owners, or the Sponsor (or Sponsor's designee) elect to exercise their respective right of first refusal to purchase a Residential Unit certain taxes and other monies, which may be the responsibility of the buyer, will be the responsibility of the seller. Notwithstanding anything to the contrary contained hereinabove, Sponsor, the Condominium Board and the Seminary intend to enter into a separate agreement in order to provide the Seminary with the opportunity to purchase a Residential Unit by causing the Condominium Board to exercise its right of first refusal so that the Seminary is its designee. In such event, the Condominium Board will not be required to obtain the approval of a Majority of all Residential Unit Owners and the Sponsor will waive its right of first refusal. Notwithstanding, during the Sponsor ROFR Period, the Condominium Board shall not have the right to appoint a designee (other than the Seminary) to purchase or lease a Residential Unit without first obtaining the written approval of the Sponsor. Other than exercising their respective right of first refusal, neither Sponsor nor the Condominium Board have a right to approve or disapprove prospective purchasers and the By-Laws contain no requirement that such Purchasers be owner-occupants of the Condominium. Notwithstanding anything to the contrary contained hereinabove, Sponsor and the Community Facility Unit Owner may sell or lease all or any portion of their respective Units, without any restriction or limitation imposed pursuant to the Declaration or the By-Laws. (For a more complete discussion of the foregoing, see Article 8 of the By-Laws set forth as an Exhibit in Part II of the Plan).

B. In the event that a Residential Unit is to be leased by Sponsor or the Condominium Board (each an "Inside Offeror"), the Residential Unit Owner shall execute and deliver to the Inside Offeror a lease covering such Residential Unit by and between the Residential Unit Owner, as landlord, and the Inside Offeror, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein.

Notwithstanding anything to the contrary set forth hereinabove or in the Lease Agreement, however, such lease shall expressly provide that the Inside Offeror may enter into a sublease of the premises demised thereunder without consent of the landlord. Each lease of a Residential 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 or such other form approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

a. such lease may not be amended, modified, or extended without the prior written consent of the Condominium Board in each instance;

b. the tenant thereunder shall not assign the tenant's interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance; and

c. 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 (x) a default by the tenant in the performance of its obligations under such lease or (y) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Purchasers should refer to their own attorneys for guidance regarding their rights and obligations as a landlord under a lease for a Residential Unit.

C. Any purported sale or lease of a Residential Unit in violation of Article 8 of the By-Laws shall be voidable at the election of the the Condominium Board or the Sponsor, as the case may be.

D. In the event the Condominium Board exercises its right of first refusal to purchase a Residential Unit together with its Common Interest, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium or the Condominium Board may levy a Special Assessment against each Residential Unit Owner in accordance with the terms of these By-Laws and/or the Condominium Board may, in its discretion, finance the acquisition of such Residential Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Residential Unit to be purchased together with its Common Interests.

E. With respect to the right of first refusal, neither the the Condominium Board nor the Sponsor may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

F. The restrictions upon the sale and lease of Residential Units provided in Article 8 of the By-Laws shall not apply to Sponsor with respect to any Unsold Units, or Community Facility Unit Owner with respect to the Community Facility Unit or to Residential Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, and they shall be free to sell or lease without first offering to sell or lease to the Condominium Board.

G. In addition, the right of first refusal granted to the Sponsor and the Condominium Board shall not apply with respect to any sale, lease or conveyance of a Residential Unit, together with its Common Interests, to (i) any immediate adult Family Member of a Residential Unit Owner, or to a trust for the benefit of any of them (in which case the Condominium Board shall have the right to review the trust documents and provide for such terms and restrictions on such transfer as the Condominium Board deems advisable), provided, however, that if the succeeding Residential Unit Owner is an infant or a person judicially declared incompetent of managing affairs, then such Residential Unit shall be held by the personal representative of such infant or incompetent, or to an Affiliate of the Residential Unit Owner; (ii) Sponsor or the Condominium Board or the Community Facility Unit Owner; (iii) any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or delivering a deed in lieu of such foreclosure; or (iv) any Permitted Mortgagee or its nominee, who has acquired title to any Residential Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction or (v) any conveyance by gift, devised by will, or passes by intestacy; provided, however, that each succeeding Residential Unit Owner shall be bound by, and the Residential Unit shall be subject to, all of the terms and conditions of Article 8 of the By-Laws.

H. A Residential Unit Owner (other than a purchaser purchasing for such purchaser's own or their immediate Family Member's occupancy) is prohibited from advertising, listing or selling its Residential Unit, together with its Common Interest for twelve (12) months after acquiring such Residential Unit from Sponsor. Any conveyance in violation of this paragraph H shall be voidable by Sponsor.

I. No Unit Owner shall execute any deed or other instrument conveying title to the Unit without including therein its Common Interest, 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 Common Interest 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 Common Interest of all Units. Nothing contained herein, however, shall prohibit the lease of any Unit without the simultaneous lease of its Common Interests.

J. No Unit Owner shall be permitted to convey or lease the Unit unless the Unit Owner 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. However, where the payment of such unpaid Common Charges and/or Special Assessments is made by the grantee or provided for out of the proceeds of the sale, a sale may take place notwithstanding the foregoing.

K. 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 the title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of

Attorney required in Article 17 of the Declaration, in the form set forth as Exhibit E to the Declaration.

L. The By-Laws provide that the Condominium Board has the right, but not the obligation to require that before any Residential Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other person or party who or which may be entitled under applicable Laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) (each, a "Government Entity") to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, may occur or be valid or effective, the Condominium Board may require that certain additional conditions be satisfied. Specifically, the Condominium Board may require that the potential grantee enter into an agreement with the Condominium Board, on terms acceptable to the Condominium Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by Law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Condominium Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Condominium Board shall elect, (iv) obtains the consent for such waivers and other actions required by this paragraph from any United States or foreign government, sovereign or otherwise, and (v) permits execution and enforcement of any judgment obtained by the Condominium Board. The foregoing provisions do not apply to sales of Unsold Units. In addition, all purchasers of a Residential Unit in the Building who are a Government Entity may be required, at the sole discretion of the Condominium Board, to deposit into escrow an amount equal to one (1) year of Common Charges then in effect to secure their obligations under this Declaration and the By-Laws (collectively, the "Security"). In the event of any default in the payment of Common Charges and/or Special Assessments by any Governmental Entity (after notice and expiration of the applicable cure period as provided in the By-Laws, if any) with respect to the payment of Common Charges and/or Special Assessments which are the obligation of the Governmental Entity as a Unit Owner to observe, perform or keep under the terms of the Declaration and By-Laws, the Condominium Board may enforce the provisions of these By-Laws and use, apply or retain the whole or any part of the Security being held by the Condominium Board to the extent required for the payment of any Common Charges, Special Assessments or any other payments as to which such Governmental Entity shall then be in default (after notice and expiration of the applicable cure period, if any) or for any monies which the Condominium Board may expend or may be required to expend by reason of the Governmental Entity's default (after notice and expiration of the applicable cure period, if any). If the whole or any part thereof shall be so used,

applied or retained by the Condominium Board as aforesaid, then such Governmental Entity shall, upon written demand from the Condominium Board, immediately deposit with the Condominium Board an amount in cash equal to the amount so used, applied or retained, so that the Condominium Board shall have the entire Security on hand at all times during the Governmental Entity's ownership of a Unit in the Building. The failure by the Unit Owner after due demand to deposit and maintain the full amount of the security, shall constitute a separate default under these By-Laws, which shall entitle the Condominium Board to all of the rights and remedies available hereunder. In the event that a Governmental Entity shall fully and faithfully comply with all of the terms, provisions, covenants, agreements and conditions of the By-Laws, the Security shall be returned to such Governmental Entity within thirty (30) days after the transfer or sale of such Governmental Entity's Residential Unit to a non-Governmental Entity.

Use of Residential Units

A. Residential Units shall be used only as a residence (except as described below). The Condominium Board, may in its sole discretion, permit a Residential Unit to be used for other purposes provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy and complies with all applicable governmental regulations. The Community Facility Unit shall be used for any lawful purpose. No income derived from any use of the Unsold Units (including, without limitation, the Community Facility Unit) will constitute income to the Residential Unit Owners or the Condominium Board.

B. (i) Sponsor reserves the right, without the permission of the Condominium Board and without prior notice or amendment to the Plan, to use or grant permission for the use of any Unsold Unit or Common Element on any floor of the Building for any purpose, including, without limitation, as model units, sales, rental (long or short term rental) and/or promotion offices in connection with the sale or rental of the Units for the Building and any other building in which Sponsor or principals of Sponsor have an interest, for storage, administrative purposes, professional use, transient hotel, timeshare or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Unit (subject to Sponsor's right to amend the certificate of occupancy to conform to such use as provided in the Declaration and By-Laws), and the use of such Unit complies with all applicable governmental regulations with respect to such use.

(ii) In the event Sponsor thereafter elects to sell any Unsold Units that are used as a model units Sponsor may require Purchaser thereof to purchase all or any of the furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper and the like located therein and pay, in addition to the Purchase Price for such Unsold Unit, such amounts as Sponsor determines in its sole discretion. Such model units will be sold "AS-IS" in the condition in which they exist at the time such Purchaser signs an Agreement and Sponsor shall not be responsible for any normal wear and tear of such model units. Purchasers are advised that such model units may not conform to either the "Description of Property" set forth as an Exhibit in Part II of the Plan nor certain requirements otherwise applicable to the use of the Unit (e.g. all window treatments within a Unit, when viewed from the outside of the window must be white) which are set forth in the Declaration and By-Laws each set forth as an Exhibit in Part II of the Plan.

(iii) Purchasers are hereby advised that in no event shall the presence of any furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like in any model unit or in any Common Element or in any advertisements or renderings with respect thereto, imply or represent that any Unit offered for sale under the Plan will also contain such furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like upon delivery of a Unit offered for sale under the Plan to Purchaser unless Sponsor agrees to and Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the Purchase Price for such Unit offered for sale under the Plan.

C. There are no limitations on who may purchase Residential Units. Any Purchaser of a Unit which is a Governmental Entity may be required to deposit into escrow an amount equal to one (1) year of Common Charges then in effect to secure their obligations under the Declaration for the payment of Common Charges and/or assessments and otherwise. Sponsor will not knowingly accept an offer of purchase from an individual younger than eighteen (18) years of age or an incompetent under Law. Sponsor is not obligated to offer or sell any Residential Units and may, if it chooses, withhold one or more Residential Units for future sale. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Condominium Board, any Residential Unit Owner, or mortgagee, to refuse to approve and execute an Agreement for any Residential Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, sex, disability, religion, marital status, age, ancestry, national origin or other ground proscribed by Law. No binding obligation will arise for the sale of a Residential Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit thereunder. No other communications, written or oral, will constitute a binding agreement for the purchase of a Unit, including without limitation, emails.

D. A Purchaser may not be a Prohibited Person (defined hereinafter) at any time prior to closing. Each Purchaser must be in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The term "Prohibited Person" shall mean any person or entity: (a) listed in the Annex to, or otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) with whom Beneficiary is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order; (d) who commits, threatens or conspires to commit or supports "Terrorism" as defined in the Executive Order; (e) that is named as a "Specially Designated National and Blocked Person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, www.ustreas.gov/Offices/enforcement/ofac or at any replacement website or other replacement official publication of such list; or (f) who is an Affiliate of or affiliated with a person or entity listed above.

E. The interior and exterior glass surfaces of all windows in the Building shall not be colored or painted and no neon or colored lights may emanate therefrom and the windows may not be modified, altered or replaced without the consent of the Condominium Board. All window treatments within a Unit, when viewed from the outside of the window must be white. Each Unit Owner (or the occupant of such Units) shall be responsible for cleaning the interior and exterior of the windows located in or appurtenant to its Unit, at its sole cost and expense, and shall cause such windows to be cleaned in a manner consistent with acceptable practices for residential and/or professional use, as the case may be; provided however that the cleaning of the exterior side of the windows in any Unit may only be performed by contractors approved by the Condominium Board and the cost to clean such windows shall be borne by the individual Unit Owners. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future law requirement or like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York, the Window Variance (or any other governmental authority having jurisdiction over the Land or the Building (collectively, "Legal Requirements"). Each Unit Owner shall indemnify the Condominium Board and the other Unit Owners and their respect agents and employees, for all losses, damages, or fines suffered by any of them as a result of a violation of applicable Legal Requirements; except as may be caused by the gross negligence or willful misconduct of the other Unit Owner, or its employees, contractors or assigns or the Condominium Board, as applicable. Notwithstanding anything to the contrary above, the Condominium Board, in its sole discretion, may elect in the future to wash and clean the exterior surface of all windows in the Building and the cost thereof will be a Common Expense and shall be specially assessed against the Unit Owners.

F. New York City Local Law 7 of 2004 requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums and Sponsor intends to provide carbon monoxide detectors in each Unit in accordance therewith. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors which has been stolen, removed, found missing or rendered inoperable. Lastly, Sponsor intends to provide an approved and operational smoke detector device in each Residential Unit in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York. Each Unit Owner will be responsible to keep and maintain the smoke detector device in good repair and to replace any smoke detector which has been stolen, removed, found missing or rendered inoperable. Sponsor makes no representations that Unit Owners will comply with the foregoing obligations.

G. The current zoning Law permits a person who resides in a Unit to use up to 25% of the floor area of such Unit Owner's Unit (but in no event to exceed 500 square feet) for certain home occupations including a fine arts studio, professional offices (e.g., lawyer, doctor or dentist) and teaching of not more than four persons. However, such home occupation use may only be engaged in with the consent of the Condominium Board or by Sponsor, as more particularly provided in the By-Laws. Sponsor makes no representation as to whether a particular occupation or proposed use qualifies as a permitted use and Purchasers are advised to consult their own counsel with respect to such matters.

H. No transient tenant may be accommodated in a Unit, except in Unsold Units, as permitted by Law.

I. No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Condominium or any portion thereof.

J. All valid Laws of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whoever or whichever shall have the obligation to Maintain or repair such portion of the Property.

K. No "For Sale," "For Rent," "For Lease" sign, or any other sign evidencing a similar purpose, or other window display or advertising shall be maintained or permitted in any Residential Unit, except that these sign restrictions shall not apply with respect to Unsold Residential Units.

L. No awnings, air conditioning equipment or ventilators shall be installed or modified in the Condominium without prior written approval of the Condominium Board. No radio or television aerial, satellites or other similar device shall be erected by Unit Owners on the Roof or exterior walls, windows or Terraces, if any, of the Building or on the Property, without obtaining in each instance the written consent of the Condominium Board.

M. No pets other than orderly domestic pets (which includes only small dogs, cats or caged birds and aquarium fish) is permitted (which do not cause a nuisance, health hazard, unsanitary or unsafe condition) may be kept in a Unit without the consent of the Condominium Board or the Managing Agent. Each Unit Owner who keeps any type of pet noted above in such Unit Owner's Unit will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Condominium Board adopted with respect thereto (as may be amended from time to time). In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Condominium Board nor shall any bird, or animal be permitted in any public elevator in the Building, other than the elevators designated by the Condominium Board or the Managing Agent of the Condominium for that purpose, or in any of the public portions of the Condominium, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Condominium Board setting forth such other rules regarding pets as the Condominium Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet.

N. Each Unit Owner shall keep such Unit Owner's Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair such Unit Owner's own Unit and the rules and regulations of municipal departments or agencies having jurisdiction thereof. The Rules and Regulations concerning the use of Units may be amended from time to time by the Condominium Board in accordance with the By-Laws, provided that copies thereof are furnished to each Unit Owner prior to the time that

they become effective (except that no amendment thereof affecting the Unsold Units may be made unless agreed to by the Sponsor). Further restrictions on the use and leasing of Units are set forth in the By-Laws and Rules and Regulations.

Mortgage of Units by Unit Owners

A. Purchasers are hereby advised that Although a Purchaser may obtain financing from a lending institution or any other source, **THE OBLIGATION TO PURCHASE THE UNIT PURSUANT TO THE AGREEMENT SHALL NOT BE CONTINGENT ON OBTAINING FINANCING FOR SUCH PURCHASE** and Purchasers should note that a number of lending institutions have minimum presale requirements. Neither Sponsor nor the Selling Agent make any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed, and it could expire before the Closing Date. In addition a lending institution could withdraw its commitment if it believes a Purchaser's financial condition has worsened or that the Unit's appraised value has decreased.

B. Each Unit Owner may mortgage such Unit Owner's Unit, provided that the conditions with respect thereto set forth in the By-Laws are first complied with by such Unit Owner. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage, or such other form approved by the Condominium Board, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the Unit Owner making such mortgage first satisfies all unpaid liens against such Unit Owner's Unit, other than Permitted Mortgages.

C. In certain instances the consent of the Residential Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than three Residential Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

D. If Purchaser obtains a mortgage loan for the purchase of a Unit (the "Purchaser Mortgage"), the Purchaser will pay to Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may otherwise be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s). Sponsor shall be solely entitled to the benefits of the exemption and accordingly, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption. Alternatively, Sponsor may require, in its sole discretion, that a Purchaser who is financing the purchase of said Unit with a Purchaser Mortgage, must, at its sole cost and expense, cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchaser Mortgage as determined by Sponsor. Upon such assignment, that portion of the Purchaser Mortgage assigned by Sponsor, will be exempt from mortgage recording

tax under Section 255 of the Real Property Tax Law. Sponsor shall be solely entitled to the benefits of such exemption and accordingly, Purchaser must pay to Sponsor an amount equal to the mortgage recording tax which would have otherwise been due in connection with the recording of the Purchaser Mortgage. (See the Section entitled "Closing Costs and Adjustments" set forth in Part I of the Plan.)

Common Charges: Determination and Assessment

A. Common Expenses, which are payable by all Unit Owners and are included in their Common Charges, are allocated among Unit Owners in proportion to their respective Common Interests. Common Charges shall also be deemed to include any Special Assessment imposed by the Condominium Board. In addition, the Common Charges the Unit Owner's allocable portion of the Common Expenses such as premiums for insurance covering the Building, managing agent fees and legal and accounting fees will be determined by the Condominium Board. The respective Common Interests of each Unit, as estimated by Sponsor, are based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit pursuant to Section 339-i(1)(iv) of the Condominium Act. Common Expenses include, among other things, all costs and expenses (including the payment of wages) in connection with the Maintenance of the General Common Elements and Limited Common Elements. Common Expenses may include amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium Board of any Unit.

B. From time to time the Condominium Board may increase or decrease the amount of Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Common Expenses for such fiscal year or any portion thereof or may impose a Special Assessment to cover Common Expenses. During the Condominium's initial two fiscal years but not thereafter, the Condominium Board's authority shall include the right to base the amount of Common Charges on actual costs and expenditures and/or to make retroactive adjustments to the amount of Common Charges payable by Unit Owners for any period to reflect actual operating costs for such period, provided that: (i) the Condominium Board may not defer the payment of insurance premiums, real estate taxes (to the extent same is not already separately assessed) and other matters referred to in the Budget and (ii) actual costs and expenditures shall not be include contributions to the Contingency Fund. Nothing contained above shall limit the Sponsor's rights and obligations during the Waiver Period. The Condominium Board shall advise all Unit Owners promptly in writing of the amount of Common Charges payable by each of them and shall furnish copies of each annual budget to all Unit Owners at least two (2) business days prior to the date of its adoption and make copies of the budget available to Permitted Mortgagees.

C. In the event that the annual Common Charges levied against Unit Owners during the First Year of Condominium Operation commencing on the date of First Closing exceed the actual expenses less income from sources other than Unit Owners for that period accounted for on an accrual basis by an amount in excess of $250,000, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners by the Condominium Board in proportion

to each Unit's percentage of Common Interest. Rebates, if any, attributable to Units purchased from Sponsor during the First Year of Condominium Operation will be distributed by the Condominium Board to Sponsor and the Unit Owner(s) in proportion to the amount of time Sponsor and each Unit Owner owned such Unit. Sponsor makes no representations that there will be any excess receipts for rebate to Units Owners or, if rebates are made, what the tax consequences of such rebates would be to Unit Owners. In the event Sponsor concludes that the Common Expenses during the First Year of Condominium Operation are less than projected due to the fact that the Building is not fully operational or occupied, Sponsor may cause the Condominium Board or the Condominium Board, as the case may be to adopt an interim budget reflecting the reduced Common Expenses which will reduce the Common Charges due from each Unit Owner. (See the Attorney's Income Tax Opinion set forth in Part I of the Plan for further discussion regarding the income tax consequences of the ownership of Units by individual Unit Owners.)

D. At least annually the Condominium Board will prepare a budget for Common Expenses.

E. The Condominium Board will furnish copies of each budget on which Common Charges are based to all Unit Owners at least two (2) business days prior to the date of its adoption and make copies of the budget available to Permitted Mortgagees and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Condominium Board, Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien for Non-Payment

A. Pursuant to Section 339-z of the RPL and under the provisions of the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on all Units, for unpaid Common Charges, together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by applicable Law, will be subordinate to the lien of any (i) first Permitted Mortgage of record, (ii) liens for real estate taxes on the particular Unit and (iii) all sums unpaid on a subordinate mortgage of record held by the New York job development authority, the New York state urban development corporation, the division of housing and community renewal, the housing trust fund corporation, the New York city housing development corporation, or in a city having a population of one million or more, the department of housing, preservation and development.

B. Pursuant to Section 339-aa of the RPL, any lien provided for in the immediately preceding paragraph for unpaid Common Charges against a Unit will be effective from and after the filing in the office of the recording officer in which the declaration of condominium is filed a verified notice of lien stating the name (if any) and address of the property, the CRFN number of the declaration of condominium, the name of the record owner of the Unit, the Unit designation, the amount and purpose for which due, and the date when due; and shall continue in effect until all sums secured thereby with interest accrued thereon shall have been fully paid, or until expiration six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. Section 339-aa of the RPL and the By-Laws provide that such liens may be foreclosed by a suit brought in the name of the

Condominium Board (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 Condominium Board to recover unpaid Common Charges without foreclosing such lien. In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Condominium Board, acting on behalf of all Unit Owners, shall have the power to purchase any such Unit or portion thereof at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit or portion thereof (but not to vote the votes appurtenant to such Unit or portion thereof). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit. Notwithstanding the foregoing, during the Initial Control Period and the Sponsor Control Period, the Sponsor shall cause the Condominium Board to file a lien as provided for in Section 339-aa of the Real Property Law on Units owned by Sponsor in which Sponsor is more than thirty (30) days in arrears of Common Charges.

C. Pursuant to Section 339-x of the RPL and the terms of the By-Laws, no Unit Owner may be exempted from liability for such Unit Owner's Common Charges by waiving use of any of the Common Elements or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property or the degree to which the Proposed Renovations shall have been complete shall not be grounds for a Unit Owner withholding or failure to pay all or any portion of the Common Charges or any other assessments. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance of such Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying such Unit Owner's Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, exempt himself from Common Charges thereafter accruing.

D. In accordance with the terms of the By-Laws and Section 339-z of the RPL, on a resale of a Unit, the Purchaser thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to such Unit Owner's acquisition. Prior to the permitted sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to an estoppel certificate from the Condominium Board, in form and substance satisfactory to the Condominium Board. In the event of a foreclosure by the Condominium Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee (as defined in the Declaration set forth as an Exhibit in Part II of the Plan) acquiring title to a Unit at foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable

for payment of all Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

RPL §339-jj-Borrowing by Condominium

Pursuant to Section 339-jj of the RPL and the By-Laws, the Condominium Board, on behalf of the Unit Owners, is authorized to incur debt provided that such debt (a) is incurred no earlier than the fifth anniversary of the First Closing and (b) is approved by Unit Owners owning Units to which there is appurtenant a majority of the Common Interests. Any such debt may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. The Condominium Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners.

RPL §339-kk-Payment of Rent Where Default in Payment of Common Charges

A. RPL §339-kk is applicable to all condominiums in the State of New York. RPL §339-kk is intended to provide additional financial protection for a Condominium association if a sponsor or other non occupant unit owner of a Unit fails to make monthly payments for Common Charges, assessments and late fees due in connection with such owner's Units.

B. RPL §339-kk provides, by its terms, among other things, that with respect to unsold units of a Condominium owned by a sponsor or by any other non occupant unit owner and occupied by a tenant:

(i) If payment of common charges, assessments or late fees by any non occupant unit owner is more than sixty (60) days late after the expiration of any grace period within which they are due, payments from a tenant of such unit may become directly payable to the Condominium upon written notice by the Condominium to the tenant and the non-occupant unit owner. Where a majority of the Condominium Board has been elected by unit owners who are in occupancy of their respective units, the Condominium Board may elect not to require that the rental payments be paid to the Condominium. Once the common charges, assessments and late fees of the non-occupant unit owner have been brought current, the Condominium Board must notify the non-occupant unit owner and tenant within three (3) business days and thereafter the rent will be payable to the non-occupant unit owner or a designated agent.

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

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

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

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

D. RPL §339-kk does not address a number of issues. Accordingly, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non occupant owner and secured by the unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the unit owner under said loan, (ii) RPL §339-kk's effect on assignments of leases and rents given by a non-occupant owner to a mortgagee in connection with purchase money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Condominium Board (or such other applicable Condominium Board) after notice from the Condominium Board (or such other applicable Condominium Board) (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Condominium Board's (or such other applicable Condominium Board) failure to give notice to a tenant, or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant unit owner is brought current in payment of common charges, assessments and late fees.

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

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

Repairs to and Maintenance of Units and Common Elements

A. Generally, all painting, decorating, and routine Maintenance, (a) in or to any Residential Unit (except for any Common Elements included therein), including any individual cooling systems and the interior side of entrance doors thereto, will be made by the owner of such Residential Unit at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to the Unit Owners as a Common Expense. Notwithstanding the foregoing, any repairs by Unit Owners to incremental heating and air conditioning units within each Residential Unit shall only be made by contractors or servicemen who have been previously approved by the Condominium Board.

B. All routine Maintenance, repairs and replacements of Terraces (if any) and/or rear yard decks (if any) and Terrace Installations (including, without, limitation, removal of snow, ice and accumulation of water to the extent necessary to prevent harm to any Unit or Common Element) shall be made by the Residential Unit Owner having the exclusive use to such Terrace or rear year deck at such Unit Owner's own cost and expense, but any structural repairs and replacements to the Roof beneath such Terrace shall be made by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense (unless caused by the negligence or misuse of the Unit Owner having exclusive use thereof). In accordance with the By-Laws, the Condominium Board will have the right to require a Residential Unit Owner to obtain its consent prior to installing any Terrace Installations on the Terraces or rear yard deck and may require a Unit Owner to remove same if the Condominium Board determines, in its sole discretion, that such Terrace Installations adversely affect the

integrity of the Roof or other Common Element or adversely affect views or the appearance of the Building or that such removal is needed to facilitate access to the roofing system or other Common Elements or Unit pursuant to the Declaration and By-Laws. No Terrace or rear yard deck may be enclosed without the express written consent of the Condominium Board. To the extent that a Residential Unit Owner modifies a Terrace or rear yard deck or any portion thereof (which may be accomplished only in accordance with the requirements of the By-Laws), including without limitation, the installation of Terrace Installations, the Residential Unit Owner and its successor-in-interest shall assume full responsibility for the future Maintenance, repair or replacement of such Terrace Installations and any equipment installed as part of the Terrace Installations to the Terrace or rear yard deck pursuant to the terms set forth in an Alteration Agreement that the Unit Owner will be required to enter into with the Condominium Board prior to commencing any Terrace Installations to a Terrace. The Condominium Board may establish such other Rules and Regulations as it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

C. The interior and exterior glass surfaces of all windows in the Building shall not be colored or painted and no neon or colored lights may emanate therefrom and the windows may not be modified, altered or replaced without the consent of the Condominium Board. All window treatments within a Unit, when viewed from the outside of the window must be white. Each Unit Owner (or the occupant of such Units) shall be responsible for cleaning the interior and exterior of the windows located in or appurtenant to its Unit, at its sole cost and expense, and shall cause such windows to be cleaned in a manner consistent with acceptable practices for residential and/or professional use, as the case may be; provided however that the cleaning of the exterior side of the windows in any Unit may only be performed by contractors approved by the Condominium Board and the cost to clean such windows shall be borne by the individual Unit Owners. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future law requirement or like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York, the Window Variance (or any other governmental authority having jurisdiction over the Land or the Building (collectively, "Legal Requirements"). Each Unit Owner shall indemnify the Condominium Board and the other Unit Owners and their respect agents and employees, for all losses, damages, or fines suffered by any of them as a result of a violation of applicable Legal Requirements; except as may be caused by the gross negligence or willful misconduct of the other Unit Owner, or its employees, contractors or assigns or the Condominium Board, as applicable. Notwithstanding anything to the contrary above, the Condominium Board, in its sole discretion, may elect in the future to wash and clean the exterior surface of all windows in the Building and the cost thereof will be a Common Expense and shall be specially assessed against the Unit Owners.

D. Each Unit and all portions of the Common Elements shall be Maintained in first-class condition (and with respect to any Roof, Terrace (if any) or rear yard deck (if any) or other part of the Property exposed to the elements, free of snow, ice and accumulation of water to the extent necessary to prevent harm to any Unit or Common Element) by the Unit Owner or the Condominium Board, whichever is responsible for the Maintenance thereof. In the event any Unit Owner fails to keep said Unit Owner's Unit in such condition, the Condominium Board

may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such failure. (See the subsection entitled "Rights of Access" below).

E. A Unit Owner shall not permit excessive noise or vibrations to emanate from the Unit. Each Unit Owner will be obligated to Maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units. In the event a Unit Owner that fails to so Maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

F. Public or other areas of the Building exposed to public view that are required to be maintained by each Unit Owner or the Condominium Board shall be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or Condominium Board.

G. The Rules and Regulations require that at least eighty (80%) percent of the floor area of Residential Units (except for kitchens, bathrooms and closets) be covered with padded rugs, carpeting or equally effective noise-reducing material.

Alterations and Improvements of Units and Common Elements

A. Except as otherwise permitted by the By-Laws, no Residential Unit Owner may make any Alteration in or to such Residential Unit Owner's Unit without the prior written approval of the Condominium Board but, as more fully set forth in the By-Laws, this provision does not apply to Sponsor (or the Community Facility Unit Owner in accordance with the terms of the By-Laws). Except as otherwise permitted in the By-Laws, no Residential Unit Owner may make any Alteration in or to the Common Elements or Limited Common Elements without the prior written approval of the Condominium Board. The Condominium Board may impose fees upon such Residential Unit Owner to reimburse the Condominium for costs incurred in connection with the review or supervision of such Unit Owner's proposed work.

B. Until such time as the Proposed Renovations are complete, including the completion of any "punch list" work, (i) the Condominium Board may refuse to permit a Residential Unit Owner to perform Alterations in its respective Residential Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor; and (ii) no Unit Owner or the Condominium Board shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing the Proposed Renovations on behalf of Sponsor, without the written permission of Sponsor. In addition, the prosecution of the work necessary to complete the Proposed Renovations, including the completion of "punch list" work by or on behalf of Sponsor, shall take precedence over the prosecution of any other work being performed at the Building or to a Unit.

C. Prior to, and as a condition of, the granting of its consent to the making of an Alteration in or to a Residential Unit, the Condominium Board shall have the right to approve the Residential Unit Owner's plans and specifications, the Residential Unit Owner's contractors and suppliers and require the Residential Unit Owner to execute an Alteration Agreement in form and substance satisfactory to the Condominium Board (a form of which is set forth as an Exhibit

in Part II of the Plan) setting forth the terms and conditions under which such Alteration may be made, including, without limitation, the days and hours during which any work may be done. In addition, the Condominium Board will have the right, as a condition to approving a Residential Unit Owner's request to renovate kitchens and bathrooms, to require such Residential Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Unit or to contribute to the Condominium, the sum necessary to enable the Condominium to perform such replacements.

D. Any Alterations performed by a Residential Unit Owner must be performed in accordance with the provisions of the By-Laws and each Residential Unit Owner shall be required to enter into an Alteration Agreement with the Condominium Board. Under such Alteration Agreement, the Residential Unit Owner performing such Alterations shall be obligated (unless otherwise waived in writing by the Condominium Board) to (i) provide a security deposit to the Condominium Board, in such amount as determined by the Condominium Board, in its sole discretion, which security deposit shall be held as security for the faithful performance and observance by Residential Unit Owner of the terms and conditions of the Alteration Agreement and (ii) pay a processing fee to the Managing Agent for its review of the proposed plans and (iii) pay any other review fees required under the Alteration Agreement or adopted by the Condominium Board from time to time. (See a copy of the By-Laws and form of Alteration Agreement set forth as Exhibits in Part II of the Plan.)

E. No Unit Owner shall employ any personnel or means that may cause labor disturbances, conflicts or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building (including Sponsor's contractors or subcontractors or employees performing the Proposed Renovations and any Custom Work or other work performed by the Sponsor to the Building).

F. No application or other document shall be filed with any governmental authority for a permit covering an Alteration to be made in a Residential Unit, unless approved and executed, if necessary, by the Condominium Board; provided, however, in the event the Permanent Certificate of Occupancy has not yet been issued for the Building, the Condominium Board must execute and file all applications, permits or other documents required to be filed in connection with approved Alterations to the New York City Department of Buildings. The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved Alterations, provided that the Condominium Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such Alteration, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to Sponsor or the Community Facility Unit Owner, provided any Alteration to such Unit owned by such parties shall be in accordance with, and only as permitted by, the Condominium Act and all governmental regulations and with respect to the Community Facility Unit Owner as entitled to perform to its Unit in accordance with the terms of the Declaration and the By-Laws. Under the terms of the By-Laws, Sponsor and the Community Facility Unit Owner is authorized on behalf of the Condominium Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Building (including the Units and Common Elements) as Sponsor

or the Community Facility Unit Owner is entitled to perform in accordance with the terms of the Declaration and the By-Laws and to obtain such certificates of completion as may then be required by Law and, the Condominium Board, if requested by Sponsor is obligated to execute the aforesaid documentation. In addition, the Power of Attorney to be executed by each Unit Owner upon acquisition of the Unit further grants to Sponsor a Power of Attorney to execute such documentation. (See form of "Power of Attorney" set forth as an Exhibit in Part II of the Plan.)

G. In the event that any Alterations sought to be made by any Residential Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance of a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for such Residential Unit, other Units or the Building, then upon the written request of Sponsor, the Condominium Board, the Residential Unit Owner shall restore the Residential Unit, at such Residential Unit Owner's sole cost and expense, to its original condition. If such Residential Unit Owner fails to commence diligently and continuously restoring the Residential Unit within fifteen (15) days of receipt of the written request, then the party requesting such restoration shall be entitled to enter and restore the Residential Unit at the expense of the Residential Unit Owner and to exercise any remedies provided in the By-Laws.

H. Generally, all Alterations in or to the Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged as a Common Expense.

I. Sponsor, without the consent of the Condominium Board or any Unit Owner, may make and perform any Alterations in or to its respective Unit(s) or the Common Elements (including, without limitation, to comply with Law); at its sole cost and expense, provided that (i) the work is performed in compliance with all applicable Laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof; (ii) Sponsor provides evidence of insurance to the Condominium Board for such work and (iii) Sponsor shall agree, and shall be deemed to have agreed, to hold the Condominium Board and all other Unit Owners harmless from any costs or liability arising therefrom and in accordance with all conditions described in the Declaration and By-Laws.

J. Sponsor may erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from time to time, (i) one or more Signs on the Property for the purpose of advertising the availability for sale or rental of any Unsold Units or the operation of any business of such party, a tenant, occupant managing agent, including, but not limited to, Signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building; and (ii) satellite equipment or other telecommunication equipment on the Roof or other Common Element of the Building.

K. The Community Facility Unit Owner, without the consent of the Condominium Board, Sponsor or any Unit Owner, and at its sole cost and expense, may make and perform any Alterations in or to its respective Unit and, in certain circumstances where the Community Facility Unit Owner must comply with Law, the Common Elements (for example, installing a vertical platform-type wheelchair lift and ramp in order to satisfy ADA compliance requirements); provided, that (i) the work is performed in compliance with all applicable Laws,

rules, ordinances and regulations of all governmental authorities having jurisdiction thereof; (ii) the Community Facility Unit Owner provides evidence of insurance to the Condominium Board for such work as then required by the Condominium Board; and (iii) the Community Facility Unit Owner shall agree, and shall be deemed to have agreed, to hold Sponsor, the Condominium Board and all other Unit Owners harmless from any costs or liability arising therefrom. In accordance with the By-Laws, in the event the Alterations desired to be performed by the Community Facility Unit Owner or which may be required by Law, to its Unit or the Common Elements are structural in nature (including, without limitation, affecting its entrance or the exterior façade adjacent to the Community Facility Unit) or impact upon Building Systems, the Community Facility Unit Owner shall, prior to commencing any such structural Alteration, provide the Condominium Board and Sponsor (i) at least thirty (30) days prior written notice that the Community Facility Unit Owner intends to commence such structural Alteration and setting forth in reasonable detail the material aspects of such proposed Alteration; and (ii) delivery of the following Work Conditions (defined below): (a) certificates of insurance indicating that the insurance coverage then required by the Condominium Board to be carried during the performance of any structural Alterations, and otherwise in compliance with the By-Laws, (b) copies of its plans and specifications for the proposed Alteration, (c) a certification of the architect or engineer for the structural Alteration stating that such structural Alteration will not adversely affect the structural integrity of the Building, or the other Units or Common Elements, and/or the Building Systems, (d) in the case of structural Alterations involving noise, odor or vibrations, a certification of the architect or engineer for the structural Alteration stating that such structural Alteration will be performed in a commercially reasonable manner so as to minimize such noise, odor or vibrations (taking into account the fact that a majority of the Building will be occupied by residential owners); (e) copies of all necessary permits, authorizations, approvals and certificates required for the commencement of the structural Alteration; and (f) such other requirements as may be reasonably required by the Condominium Board (collectively, (a)-(f) the "Work Conditions").

Local Law 1

Local Law 1 of 1982 requires the elimination of all lead paint, both peeling and intact, in a building constructed prior to 1960. Sponsor makes no representation regarding the scope or nature of any future enactments regarding lead-based paint or whether Local Law 1 will be modified or whether the City or State of New York will adopt other laws dealing with lead based paint or what the provisions of such law may be. Prospective Purchasers are urged to review Local Law 1 or any successor statute thereto and any regulations or requirements promulgated with respect thereto for a full description of the obligations of a Unit Owner thereunder. Unit Owners shall be deemed "owners" of their respective Units with the obligation to comply with the requirements of the Unit for purposes of compliance with all environmental laws, including, without limitation, requiring the removal or abatement of asbestos containing material or lead-based paint. Based upon the age of the building, it is probable that there is lead-based paint or lead-based paint hazards in the Building, however, Sponsor is not aware of any lead-based paint or lead-based paint hazards in the Building that need to be remedied, and has no records or materials pertaining to same. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead based paint. In accordance with the terms of the rider annexed to the

Agreement, Purchasers have the right to inspect their Units for the presence of lead-based paint. Please refer to the Agreement set forth as an Exhibit in Part II of the Plan. While Sponsor has, to the best of its knowledge, received no specific reports regarding the presence of lead based paint in the Property, given the age of the Building and the wide spread routine use of lead based paint in preceding decades, it can be assumed that there is some lead based paint present in the Building, including, but not limited to, the Units.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board and any managing agents, managers, resident manager, superintendents and other persons authorized by the Condominium Board, will have a right of access to any Unit for the purposes of performing installations, Alterations to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to inspect same, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in the Plan, Declaration or as may be required by Law, provided that requests for entry (except in an Emergency) are made in advance and that any such entry (except in an Emergency) is at a time reasonably convenient to the Unit Owner and the tenants of any Unit; provided, however, if notice is provided to such Unit Owner and tenant and such Unit Owner and tenant cannot establish a reasonable time for the Condominium Board to enter the Unit, the Condominium Board shall have the right to enter the Unit whether the Unit Owner or tenant is present at the time or not. In case of an Emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. The By-Laws grants Sponsor a right of access to any Unit for the purpose of performing "punch-list" work or for the purpose of performing or completing the Proposed Renovations and to give service providers the right to access their equipment and the conduit in which such equipment is located in order to install, maintain, operate, repair, replace and service same.

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

Each Unit Owner must strictly comply with the provisions of the Declaration, the By-Laws, and the Rules and Regulations (as may be promulgated by the Condominium Board from time to time). Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by Law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the City Register's Office.

Examination of Books and Records

Each Unit Owner and each Permitted Mortgagee of a Unit shall be permitted, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

Repair or Reconstruction after Fire or Other Casualty

A. In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board with respect to any damage to or destruction of the General Common Elements, will, except as set forth below, arrange for the prompt repair and restoration thereof.

B. If said damage or destruction affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests. Notwithstanding anything in this paragraph to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds such amounts as may be necessary to reduce unpaid liens on such Unit Owner's Unit, other than mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

C. Unless the Unit Owners have elected not to restore the Building as provided below, damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Owner of the affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or reconstruction is the obligation of the Condominium Board, under the Declaration and By-Laws. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment.

D. If seventy-five percent (75%) or more of the Building is destroyed or substantially damaged by fire or other casualty, the Work shall not be performed unless seventy-five percent (75%) or more of all Unit Owners (including Sponsor, if Sponsor shall then own any Units), 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 the By-Laws. 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 of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interest, to the extent allocated to destroyed or damaged portions of the General Common Elements and to all Residential Unit Owners in proportion that their respective Common Interest bears to the aggregate Common Interest of all Residential Units, to the extent allocated to destroyed or damaged portions of the Residential Units or the Limited Common Elements, and to the Community Facility Unit Owner, to the extent allocated to destroyed or damaged portions of the Community Facility Unit 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 pay off unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

E. Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board entitled to adjust such loss in the event of a loss amounting to

$1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

F. Purchasers are advised that the risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit pursuant to an Interim Lease or written agreement with Sponsor, at which time such risk to the Unit (but not to any portion of the Common Elements) shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall provide Purchasers with notification no later than forty-five (45) days from the date of such loss or damage. In addition, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit, such notification to be furnished to Purchasers no later than forty-five (45) days from the date of such loss or damage, or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws, the Agreement will be deemed canceled and of no further force and effect and Escrow Agent will return to Purchaser the Down Payment paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's right to retain the Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), and whereupon the parties to this Agreement shall be released and discharged from all obligations and liability hereunder and under the Plan; provided, however, notwithstanding anything to the contrary contained herein, if there is an Event of Default or Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor shall retain the Down Payment and any Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), together with any interest earned thereon, as and for liquidated damages.

Insurance

A. The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) property insurance with all risk extended coverage, insuring the entire Building (excluding each Unit and its fixtures, furniture, furnishings or other personal property not constituting a part of such Unit, which shall

be the responsibility of each individual Unit Owner to insure), together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings and, at the election of the Condominium Board in its sole and absolute discretion, terrorism insurance and earthquake insurance); (b) worker's compensation and New York State disability benefits insurance; (c) boiler and machinery insurance; (d) plate glass insurance to the extent, if any, determined by the Condominium Board; (e) water damage insurance to the extent, if any, determined by the Condominium Board; (f) elevator liability and collision insurance; (g) fidelity insurance covering the Condominium Board and all officers, directors, managing agents and employees of the Condominium; (h) directors and officers liability insurance; and (i) such other insurance as the Condominium Board may determine.

B. The property insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws set forth as an Exhibit in Part II of the Plan.

C. The amount of property insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the First Annual Meeting of the Unit Owners shall be in at least the sum set forth in Schedule B set forth in Part I of the Plan.

D. All policies of physical damage insurance shall contain, to the extent obtainable at commercially reasonable rates, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Condominium Board hereby waives its subrogation rights.

E. The Condominium Board shall be required to obtain and maintain, to the extent obtainable at commercially reasonable rates, commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, the Managing Agent or agents thereof, each Condominium Board member and each officer and employee of the Condominium, (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Limited Common Elements, if any, exclusive to such Unit Owner's Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting of Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

F. Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board determines.

G. The premiums for all insurance referred to above shall be a Common Expense allocated pro rata in accordance with the aggregate respective Common Interests of the Unit Owners and Permitted Mortgagees.

H. The proposed insurance coverage and pricing for the First Year of Condominium Operation does not include terrorism insurance. However, Purchasers should note that even where terrorism insurance is obtained, such insurance may not fully insure against all casualty resulting from an incidence of terrorism. There is no assurance that terrorism insurance will be available in the future or at a price that the Condominium Board would be prepared to spend. It can be reasonably anticipated that without terrorist insurance, in the event of a terrorist attack, the Property would not be insured or would have insufficient insurance to rebuild or repair any damage and Unit Owners could be assessed to cover the costs of restoration and failure to pay such assessment could lead to a foreclosure of the Unit. Notwithstanding the above, the proposed insurance coverage and pricing for the First Year of Condominium Operation, as set forth in Schedule B in Part I of the Plan, is typical for this type of condominium project and is adequate given the size of the Building. In addition, the coverage and pricing for insurance coverage for the First Year of Condominium Operation is part of the Master Package Program for The Brodsky Organization. It can be assumed that the premiums referenced in Schedule B would be higher if obtained "outside" of the Master Package Program. The premiums quoted are projected based on current pricing and cannot be guaranteed. (See Notes to Schedule B set forth in Part I of this Plan for further details.)

I. Purchasers should further note that the insurance coverage maintained on behalf of the Condominium does not cover the individual Units or any property contained in a Unit (including without limits, windows facing into each Unit which comprise part of the Unit). Purchasers should refer to the Declaration set forth as an Exhibit in Part II of the Plan for a description of the Units. Pursuant to the By-Laws, each Unit Owner is obligated at the Unit Owner's own cost and expense to obtain and keep in full force and effect (a) commercial personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any Limited Common Element appurtenant thereto or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property plus at least $2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage as well as personal property). The limits of liability and other requirements relative to the Unit Owner's insurance coverage may be modified by the Condominium Board from time to time. It is anticipated that the policies will provide that they cannot be canceled without at least thirty (30) days prior notice to the Condominium Board. The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Condominium Board, as required, the Condominium Board may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Condominium Board may determine in its sole discretion, including, without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in

either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner.

Liability of Board of Managers and Unit Owners

A. Every contract made by the Condominium Board or by any managing agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners and such Condominium Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited, to the extent permitted by Law, unless otherwise determined by the Condominium Board, in its sole and absolute discretion, to such Unit Owner's interest in such Unit Owner's Unit and its appurtenant Common Interest. To the extent permitted by applicable Law, Condominium Board members shall have no liability to Unit Owners except that a Condominium Board member shall be liable for such member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct.

B. The Condominium Board may contract or effect any transaction with any Condominium Board member, any Unit Owner, Sponsor, or any Affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners within four (4) months after the end of each fiscal year as more particularly described in the Section of the Plan entitled "Reports to Unit Owners" in Part I of the Plan.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least eighty (80%) percent in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, unless written consents are obtained from (a) the Residential Mortgage Representatives, if any, (b) a Permitted Mortgagee, and (c) Sponsor, until such time as Sponsor has conveyed title to all Units, provided that in no event shall Sponsor's consent be required more than five (5) years after the First Closing. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Units Acquired by Condominium Board

A. All Units acquired or leased by the Condominium Board shall be held by the Condominium Board, or its designee, on behalf of all Unit Owners and the rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

B. The purchase of any Unit by the Condominium Board or its designees, on behalf of its Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit Owner, in proportion to such Unit Owner's respective Common Interest, as a Common Charge and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interests in the Common Elements.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Common Interests. In the event any Unit Owner individually seeks to have the assessed valuation of such Unit Owner's Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

Mechanics' Liens

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

Easements

In order to facilitate the operation and Maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners and the Condominium Board. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and the Common Elements, and an easement in favor of each Unit Owner to use the Common Elements provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

As more particularly set forth in the Declaration set forth as an Exhibit in Part II of the Plan, Sponsor has the right and easement to use, lease, license and/or sublicense the Common Elements for the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communications equipment on the Roof and exterior facade of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto. Any satellite dishes or other facilities placed upon the Roof, the exterior facade of the Building or any other portion of the Common Elements by Sponsor, its designee, tenant, assignee or licensee shall be the exclusive property of Sponsor, its designee, tenant, assignee or licensee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto, (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, Maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Community Facility Unit or with the use of the Residential Units for their permitted purposes, (c) changing the facade of the Building pursuant to the Façade Easement granted under Section 16.8 of the Declaration or (d) right to grant such additional electric, gas, water and sewer, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install an air conditioning compressors or other equipment on the Roof or relocate any easements in any portion of the Building or the Property. Clauses (a) through (d) above are collectively referred to as the "Sponsor Easements". The Condominium Board shall be obligated to enter into such lease, license, sublicense or other agreement with Sponsor, at Sponsor's request. If Sponsor enters into any such agreement with the Condominium Board, Sponsor will amend the Plan to disclose same. Sponsor has and shall retain the right to collect a fee for any use, lease, license or sublicense of such space. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor for the use of the Sponsor Easements. The Sponsor Easements may be used by Sponsor for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Sponsor (the "Sponsor Easement Holder"). In the event that there is a change in Sponsor or Sponsor designates any of its Sponsor Easements to a Sponsor Easement Holder (other than Sponsor) the Condominium Board must be provided with written notice advising of same. Sponsor will indemnify and hold the Condominium harmless for any losses/liabilities incurred by the Condominium resulting from its establishment, use and Maintenance of the Sponsor Easements and shall bear all Maintenance and operation costs therefor. The Sponsor Easements will not expire and will remain in effect after the Sponsor no longer owns any Units in the Building. Notwithstanding anything to the contrary set

forth above, in the event the Sponsor Easements are terminated by operation of law or otherwise, the Condominium Board shall have the sole right to same. After the Initial Control Period, the principals of Sponsor identified in the Section of the Plan entitled "Identity of Parties" may be contacted with regard to any rights retained by Sponsor at the Building. (See a copy of the Declaration set forth as an Exhibit in Part II of the Plan.)

Name of Condominium

The Condominium shall be designated and known as "422 West 20th Condominium." Sponsor and Sponsor's assignee shall own and control all rights and interests, including the right to apply for any trademark and prosecute to registration any federal trademark applications, and shall be responsible for all obligations and liabilities, including those in furtherance of protecting, policing and maintaining any applicable trademark rights, which may include litigating against those whom Sponsor believes may be infringing Sponsor's rights in and to the name of the Condominium and Building, appurtenant to the name of the Condominium and the naming of the Building. Only Sponsor shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Sponsor shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Sponsor as the sponsor of the condominium offering, together with such other information as Sponsor determines in its sole discretion.

The Declaration, By-Laws and Rules and Regulations

A copy of the Declaration and By-Laws and Rules and Regulations (annexed as an Exhibit to the Declaration) are set forth as Exhibits in Part II of the Plan. A Purchaser should read the Plan in its entirety including the Declaration, By-Laws and Rules and Regulations.

REAL ESTATE TAXES

A. Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. Generally, Units may not be separately assessed until the tax year following the tax year in which the Declaration is recorded. Until the Units are separately assessed and billed, each Residential Unit Owner shall pay such Residential Unit Owner's pro rata share (in the proportion that such Residential Unit Owner's Common Interest bears to the aggregate Common Interest of all Residential Units) of all real estate taxes with respect to the Property to the Condominium Board as Common Charges. (See Schedule A and the Notes to Schedule A set forth in Part I of the Plan for an estimate of the real estate taxes attributable to each Unit.)

B. Purchasers should note that increases in a property's assessed valuation resulting from changes in its market value (other than changes resulting from new construction or alteration of an existing improvement) are phased in over five (5) fiscal tax years in annual increments of twenty percent (20%) each. Any further increase in assessed valuation during such five-year period resulting from a still higher market value is similarly phased in over an additional five-year period from the date of such increase. The full increased assessed valuation targeted to be in effect after the end of the five-year period is called the "actual" assessed valuation, and the amount of the incremental assessed valuation upon which taxes are actually computed for each fiscal tax year during such five-year period is called the "transitional" assessed valuation.

C. Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate New York City real estate taxes attributable to the Residential Unit Owners for the First Year of Condominium Operation following the First Closing will total approximately $412,270, based upon an opinion prepared by Podell, Schwartz, Schechter & Banfield, LLP (the "Real Estate Tax Opinion") set forth in Part I of the Plan which assumes: (a) an estimated transitional assessed valuation attributable to the residential portion of the Property of approximately $3,076,660 for the 2012/2013 fiscal tax year; and (b) a projected tax rate of $13.40 per $100 of assessed valuation. **SPONSOR MAKES NO REPRESENTATIONS THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.** Purchasers should note that as the result of any capital improvements to the Property, taxes in the first year of condominium operation may be substantially higher than those in previous tax years and that the tax estimates for the First Year of Condominium Operation may not reflect the valuation of the Building when fully completed. Based upon the estimates set forth in the Real Estate Tax Opinion, real estate taxes during the second year of condominium operation will be approximately 25% higher. (See Section entitled "Real Estate Taxes" set forth in Part I of the Plan.)

D. Recently enacted revisions to Section 467-a of the New York State Real Property Tax Law provide a partial abatement of real estate taxes for residential condominiums through Tax Year 2011/12 (the "Condominium Abatement Program"). The abatement is not available to Sponsor, to any party owning more than three units in the Condominium or to nonresidential units. Historically, the abatement has been extended for periods of approximately three years

and is currently due to expire after the 2011/12 tax year, which ends June 30, 2012. Therefore, the Property will not benefit from the Condominium Abatement Program unless the program is extended by the New York State Legislature. The amount of the abatement currently available under the Condominium Abatement Program has been equal to 17.5% (seventeen and one-half percent) of the real property taxes attributable to an eligible unit. In accordance with the terms of the Condominium Abatement Program, the abatement is currently available to condominium unit owners who are deemed eligible by the New York City Department of Finance assuming all applicable filing and other statutory requirements are met. In order to be deemed eligible, the Building must be assessed as a condominium for the tax year in question and it cannot have the benefit of any building-wide real estate tax exemption. If the current program, which expires on June 30, 2012 were extended, the Condominium Board would be responsible for filing the application for abatement on behalf of the Unit Owners. If the Condominium Board were to fail to meet applicable filing and other statutory requirements, under the current program, the potential benefits would be lost for one or more years. The New York City Department of Finance has required that the application include a social security number or other taxpayer identification number for each owner of each unit for which the abatement is claimed. There is no guarantee that the New York State Legislature will extend the Condominium Abatement Program when it is due to expire or if extended, what the terms will be.

E. No representation is made or warranty given as to: (a) whether or not there will be (i) a further increase or decrease in the assessed valuation of the Property during the five year phase-in period, or (ii) an increase in the tax rate, or (iii) an increase in the assessed valuation of the Property by reason of the conversion of the Property to condominium ownership or (b) the method of determining the assessed valuation, or (c) the amount of any increase or decrease in the assessed valuation of the Property or (iv) whether there will be any abatements available under the Condominium Abatement Program.

F. Purchasers are advised that while the Building may qualify for a partial abatement from real estate taxes, pursuant to Section 11-243 of the Administrative Code of the City of New York, which was formerly Section J-51-2.5 of the Administrative Code (the "J-51 Program"), Purchasers are advised that Sponsor does not intend to apply for a partial abatement from real estate taxes under the J-51 Program or under any other abatement program which may then be available nor is Sponsor obligated to do so. Purchasers are advised that Sponsor does however reserve the right, in its sole and absolute discretion, to apply for same in the future. In the unlikely event Sponsor does decide to apply for a partial abatement from real estate taxes under the J-51 Program (or any other abatement program which is then available), the Condominium Board shall cooperate with Sponsor in applying for same.

G. Section 581 of the Real Property Tax Law provides that real property owned on a condominium basis shall be assessed for real estate tax purposes at a sum not exceeding the assessment which would be placed thereon if the property were not owned on a condominium basis. Section 339-y of the Condominium Act provides in part that each Unit and its Common Interest shall be separately assessed for tax purposes and that in no event shall the aggregate of the assessment of the Units plus their Common Interest exceed the total valuation of the property were the property assessed as one parcel.

H. The real estate tax estimates for each Unit were calculated on the assumption that the real estate taxes for the residential portion of the Building payable with respect to each Residential Unit for the First Year of Condominium Operation will be allocated in proportion to each Residential Unit's percentage interest in the Common Elements. The tax figures set forth on Schedule A, are estimates only and actual real estate taxes for the First Year of Condominium Operation may be higher or lower. Upon determination of individual tax lots and individual Unit assessments, the New York City tax authorities may allocate taxes between the Units in proportion to each Unit's purchase price or imputed market value rather than its Common Interest, and, if so, Units having the same or similar purchase price or imputed market value, may pay higher real estate taxes than are reflected on Schedule A. (See Schedule A in Part I of the Plan.)

I. Assessed values and tax rates change annually and cannot be determined in advance. The actual taxes for the First Year of Condominium Operation may be substantially more than projected. No warranty or guarantee is made that the actual taxes will be as projected. In no event will Sponsor, tax counsel, real estate tax counsel, Selling Agent or any other person be liable to any Purchaser or any other person, nor will any Purchaser have the right to rescind his Agreement, in the event the actual real estate taxes differ from those projected. **SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED. SPONSOR MAKES NO REPRESENTATIONS REGARDING THE METHODOLOGY WHICH THE TAXING AUTHORITIES WILL USE IN FUTURE TAX YEARS.**

J. **PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY** regarding (i) the method of allocating real estate taxes which will be employed by the New York City tax assessor; (ii) assessed value of the residential portion of the Property during the First Year of Condominium Operation, or (iii) of the tax rates in effect during the First Year of Condominium Operation.

K. To Sponsor's knowledge there are currently no tax certiorari proceedings pending with respect to the Property.

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

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

A. The following discussion of certain income tax consequences of the ownership of Units by Purchasers who use such Units as a personal residence was prepared by Sponsor based, in part, upon the Attorney's Income Tax Opinion prepared by Stroock & Stroock & Lavan LLP, counsel to Sponsor, a copy of which is set forth in Part I of the Plan.

B. **STROOCK & STROOCK & LAVAN LLP IS COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS IN CIRCULAR 230, ALL UNIT OWNERS, POTENTIAL UNIT OWNERS AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THE PLAN AND/OR THE ATTORNEY'S INCOME TAX OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

Deductibility of Mortgage Interest and Real Estate Taxes

A. Each Unit Owner will own such Unit Owner's Unit and its appurtenant interest in the Common Elements in fee simple and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments (see the Section entitled "Real Estate Taxes" in Part I of the Plan). Since each Unit Owner will own such Unit Owner's Unit in fee simple, the owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

B. It is the opinion of Stroock & Stroock & Lavan LLP that a Unit Owner who uses such Unit Owner's Unit as a personal residence and itemizes such Unit Owner's deductions may, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that mortgage interest is deductible generally only with respect to (1) secured debt used to acquire or substantially improve a principal or second residence (up to a total indebtedness of $1 million), plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of those limitations would not be deductible. Special limitations also apply with respect to the deductibility of points and other prepaid interest, if any, on the mortgage debt and may apply to the overall allowance of itemized deductions.

Taxation of the Condominium

A. If the Condominium meets the requirements for qualification as a "homeowners association," under Section 528 of the Internal Revenue Code, which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, interest earned on any reserve or working capital funds and possibly income from assessments from owners of the Community Facility Unit, in each case, less expenses directly connected with the production of such income.

B. Sponsor anticipates that it is likely that the Condominium qualify as a homeowners association under Section 528 of the Internal Revenue Code. If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the Law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, if the Condominium is properly treated as a separate taxable entity, some or all of such income (including the nonmembership, and possibly membership, income described above, less expenses related to such income) may be subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax (depending on whether the Condominium is properly classified as a corporation or a partnership for federal income tax purposes. Alternatively, if the Condominium is not properly treated as a separate taxable entity, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. Schedule B does not contemplate any substantial income which might be taxable and accordingly does not specifically budget any amounts for taxes for nonmembership or membership income (but does budget for certain minimum taxes that might be due). The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification. (See the Attorney's Income Tax Opinion set forth in Part I of the Plan.)

C. The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

D. No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax Laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Stroock & Stroock & Lavan LLP, as counsel to Sponsor, bases its opinion, will not change. In no event will Sponsor, Stroock & Stroock & Lavan LLP, the Selling Agent, the Managing Agent or any other person connected with this offering be liable if at any time it is held that the Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of the Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any warranties.

ATTORNEY'S INCOME TAX OPINION OF STROOCK & STROOCK & LAVAN LLP

STROOCK

August 8, 2011

420 West 20th Street LLC
400 West 59th Street
New York, NY 10019

Re: Condominium Offering Plan
422 West 20th Street Condominium (the "Condominium")

Ladies and Gentlemen:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by residents of New York who purchase the offered Residential Units for their own residential use pursuant to the above-referenced Condominium Offering Plan (the "Plan"), and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"). This opinion does not address the tax consequences of the ownership of Residential Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences (including the deductibility of any mortgage interest or real estate taxes) of (i) ownership of any Unsold Unit that is a Residential Unit, any Residential Unit that is used for commercial or mixed residential/commercial purposes, or any Units other than the Residential Units (such as the Community Facility Unit), (ii) ownership or rental of any Residential Unit purchased or rented for use by the Resident Manager, or (iii) any rebates or other payments that may be made, or benefits that may be provided, to owners of the Residential Units. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

In connection with rendering this opinion, we have reviewed the Plan and have examined the schedules, exhibits and documents accompanying the Plan, including the declaration establishing, and the By-Laws governing, the operations of the Condominium (the "Plan Documents"). We have also considered the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant. In rendering this opinion, we have assumed that the Plan is the document pursuant to which owners of the Residential Units will acquire their Residential Units and that the relevant facts are as set forth therein.

Pursuant to the Plan, the purchaser of a Residential Unit will receive legal title in fee simple to his or her Residential Unit, coupled with ownership of an undivided interest in the appurtenant Common Elements held in common with other Unit Owners. Such

purchaser will have the right to place an individual mortgage on his or her separate Residential Unit and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Property. Under these circumstances, the Internal Revenue Service (the "IRS") has ruled that the owner of a residential condominium unit may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Accordingly, based on the foregoing, it is our opinion that an owner of a Residential Unit who itemizes deductions and who uses his or her Residential Unit as a personal residence will be entitled under current law to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, real estate taxes assessed against his or her Residential Unit and paid to the local tax authority. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Owners of the Residential Units should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes, and the applicability to them of the Federal alternative minimum tax.

Purchasers are advised that an exemption from real estate taxes may be available for veterans and other purchasers under the New York State Real Property Tax Law, as amended, and/or various codes, rules and regulations of the City of New York. Prospective purchasers are advised to consult with their own attorneys or other advisers to determine whether the prospective purchaser qualifies for any exemption from real estate taxes.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid with respect to a principal and one secondary residence (each a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which is (i) incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing of such indebtedness, to the extent that the indebtedness does not exceed the amount of the refinanced debt), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return) ("acquisition indebtedness"), and (ii) indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for the qualified residences of the taxpayer in any period. Accordingly, an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, interest paid or accrued by him or her on (i) acquisition

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

Each owner of a Residential Unit who uses his or her Residential Unit as a residence will generally be entitled to the same deduction for mortgage interest and real estate taxes paid or accrued with respect to his or her Residential Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their Residential Units.

If the Condominium qualifies as a homeowners association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as interest earned on any reserve or working capital funds, income from assessments earned in connection with the provision of laundry facilities and possibly income from assessments on the owners of the Community Facility Unit (in each case, less expenses directly connected with the production of such income).

To qualify as a homeowners association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts

received as membership dues, fees or assessments from the Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must elect to be treated as a homeowners association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation § 1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year, and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

Based on the information contained in the Plan, including Schedule A to the Plan, and assuming that the Units are used by individuals for residential purposes under Treasury Regulation § 1.528-4, at least 85% of the total square footage of all Units of the Condominium will be used by individuals for residential purposes. Based upon the foregoing and assuming (i) the Plan becomes effective during the taxable year ending December 31, 2013 (the "2013 Taxable Year"), (ii) the actual gross income and expenditures of the Condominium for the 2013 Taxable Year are the same as (or, if such year is a short taxable year, are in the same proportions as) the estimated gross income and expenditures for the Condominium's first full year of operations, as set forth in Schedule B to the Plan and the associated documents referenced therein, (iii) the Fitness Center and Bicycle Storage Rooms are not rented, (iv) the Condominium otherwise operates in accordance with the terms of the Plan and the Plan Documents, and (v) there are no changes in the facts and/or the relevant provisions of current law, the Condominium will be eligible to elect to be treated as a homeowners association under Section 528 of the Code for the 2013 Taxable Year.

Absent the application of Code Section 528, the present state of Federal law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing the application of those entity classification regulations to condominiums. Provided that the Condominium is not incorporated under any relevant provision of New York State law, the Condominium Board, as agent of the Unit Owners under the Condominium's By-Laws, may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include interest or similar income earned from interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses

incurred in earning such income. For this purpose, the Common Charges should not be considered income earned by the Condominium through the Condominium Board collecting such charges. If, however, the Condominium is properly treated as a separate entity, and is not incorporated under any relevant provision of New York State law, the Condominium may elect to classify itself as a corporation under the currently applicable Federal entity classification regime. If the Condominium files an election to be classified as a corporation, it would be considered a separate taxpayer with respect to income (potentially including the Common Charges, among other things) and deductions and return filing requirements and would be subject to Federal corporate income tax. If the Condominium does not file an election to be treated as a corporation and is treated as a partnership, the partnership would not be subject to an entity level tax; the items of income and deduction of the partnership (potentially including the Common Charges, among other things) generally would be reflected on the separate income tax returns of each of the Unit Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it is still possible, although not certain, that the Condominium might be subject to the New York State Corporation Franchise Tax. Further, in such event, the Condominium likely would be subject to the New York City Unincorporated Business Tax, unless it were eligible for and elected treatment under Code Section 528 as a homeowners association.

To ensure compliance with requirements imposed by the IRS in Circular 230, we hereby inform you that (i) any tax advice contained in this opinion is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties under the Code, (ii) any such tax advice is written to support the promotion or marketing of the transactions or matters addressed in this Opinion and the Plan, and (iii) each Unit Owner, each potential Unit Owner, the Sponsor and the Condominium should each seek advice based on its particular circumstances from an independent tax advisor.

We express no views as to any Federal, New York State or New York City tax consequences other than those explicitly discussed in this opinion, or as to the tax status

or tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. Moreover, this opinion, while based on existing rules of law applied to the facts and documents referred to above, is not binding on the IRS, the New York State Department of Taxation and Finance, the City of New York Department of Finance or any court. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will the Sponsor, Stroock & Stroock & Lavan LLP, the Condominium Board, the Selling Agent or any other person be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or the IRS and New York State and New York City rulings on which we have relied, which cause the owners of the Residential Units not to be entitled to the income tax deductions described herein, or which would affect the tax treatment of the Condominium as described herein.

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

Very truly yours,

STROOCK & STROOCK & LAVAN LLP

339-i OPINION OF STROOCK & STROOCK & LAVAN LLP

STROOCK

February 23, 2012

420 West 20th Street LLC
c/o The Brodsky Organization
400 West 59th Street
New York, NY 10019

Re: 422 West 20th Street Condominium
422 West 20th Street a/k/a 420-424 West 20th Street
New York, New York 10011(the "Condominium")

Ladies and Gentlemen:

You have requested our opinion regarding the allocation of Common Interests to the Units at the above referenced Condominium as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Offering Plan for the referenced Condominium (the "Plan").

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on the Schedule A of the Plan and the declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Penmark Management. as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Penmark Management.

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law Section ("RPL") 339-i (1)(iv), i.e., based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

Accordingly, based on the foregoing it is our opinion that Real Property Law Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to purchasers. In no event will the Sponsor, Stroock & Stroock & Lavan LLP, the Selling Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

STROOCK & STROOCK & LAVAN LLP · NEW YORK · LOS ANGELES · MIAMI
180 MAIDEN LANE, NEW YORK, NY 10038-4982 TEL 212.806.5400 FAX 212.806.6006 WWW.STROOCK.COM

The opinion expressed herein is based solely on New York law.

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

Very truly yours,

Stroock & Stroock & Lavan LLP

STROOCK & STROOCK & LAVAN LLP

STROOCK & STROOCK & LAVAN LLP • NEW YORK • LOS ANGELES • MIAMI
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REAL ESTATE TAX OPINION OF PODELL, SCHWARTZ, SCHECHTER & BANFIELD LLP

LAW OFFICES

PODELL, SCHWARTZ, SCHECHTER & BANFIELD, LLP

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NEW YORK, N.Y. 10158

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SENIOR COUNSEL
ALLAN C. SCHWARTZ

SPECIAL COUNSEL
VICTOR HADE

August 3, 2011

420 West 20th Street, LLC
c/o Urban Associates, LLC
400 West 59th Street
New York, NY 10019

Re: THE 422 WEST 20TH STREET CONDOMINIUM
420-424 West 20th Street
Block: 717 Lots: 54, 55 57
Borough: Manhattan

Gentlemen:

You have requested that we provide you with an estimate of the 420-424 West 20th Street property's real estate tax assessments following its renovation and conversion to a residential condominium.

You have also requested an estimate of the real estate taxes that would be applicable to the condominium following its renovation and conversion.

You have advised us that you are the owner of certain real property located at 420-424 West 20th Street, New York, New York, which is designated as Block 717, Lots 54, 55 and 57 on the Official Tax Map of the City of New York (collectively, "the site"). According to New York City Department of Finance records, the site consists of a total land area of 10,899 square feet. You have advised us that the site is currently improved by a five (5) story building constructed prior to 1920. According to Finance records, the structure, which is designated as a tax "class 4 " theological seminary", consists of 39,945 square feet (gross, above grade). The site is currently fully exempt from real property taxation under section 420-a of the New York Real property Tax Law (not-for-profit). The exemption will be removed at such time you take title to the property.

You have advised us that you intend to partially renovate the existing structure and convert it to a residential condominium consisting of the following:

1) One basement community facility unit consisting of 1,461 square feet; and
2) 39 residential units located on floors 1-5.

You have advised us that you will commence work during August, 2011 and that you anticipate completing the project during June, 2012. You have further advised us that you anticipate the first year of condominium operation will be from July 1, 2012 to June 30, 2013.

Although the setting of an assessment on any particular property is subject to an individual assessor's subjective determination based upon general assessment guidelines, it is possible to estimate an approximate assessed value based upon a number of factors. These factors include actual construction costs, the property's location, a hypothetical economic analysis of the condominium as if it were a rental property (as required pursuant to section 581 of the New York Real Property Tax Law), assessed valuations of comparable buildings and New York City Department of Finance Assessment Guidelines. We have examined these factors in arriving at our estimates.

The 420-424 West 20th Street property's assessment history is as follows:

			Land	Total
Tax Lot 54:				
Final	2011/12	Actual	$ 375,750	$ 792,450
		Transitional	$ 336,420	$ 728,190
Final	2010/11	Actual	$ 352,800	$ 769,500
		Transitional	$ 315,270	$ 687,600
Final	2009/10	Actual	$ 336,150	$ 733,500
		Transitional	$ 295,650	$ 645,300
Tax Lot 55:				
Final	2011/12	Actual	$ 375,750	$ 792,450
		Transitional	$ 336,420	$ 728,190
Final	2010/11	Actual	$ 352,800	$ 769,500
		Transitional	$ 315,270	$ 687,600
Final	2009/10	Actual	$ 336,150	$ 733,500
		Transitional	$ 295,650	$ 645,300
Tax Lot 57:				
Final	2011/12	Actual	$ 375,750	$ 792,450
		Transitional	$ 336,420	$ 728,190
Final	2010/11	Actual	$ 352,800	$ 769,500
		Transitional	$ 315,270	$ 687,600
Final	2009/10	Actual	$ 336,150	$ 733,500
		Transitional	$ 295,650	$ 645,300

New York City is an annual assessing jurisdiction and is required to assess property for each upcoming fiscal tax year (July 1 – June 30) based upon its use and condition on January 5th (taxable status date). Annual increases or decreases in assessed value resulting from construction, demolition or other physical changes to the property (i.e.,

"physical" or "alteration" increases) are taxable the year they are levied. For "class 2" residential properties having more than 10 units, annual assessment increases or decreases not resulting from physical changes (i.e., "equalization" changes) are phased in for tax purposes over a five (5) year period at 20% per year. Hence, two assessed values: 1) the "actual assessment," which is reflective of the City's claimed market value; and 2) the "transitional assessment," which is based on physical increases and the 5-year phase in of equalization changes. Real property taxes in any given year are based on the lesser of the actual or transitional assessment.

You have advised us that as of January 5, 2012, the first taxable status date following the anticipated July, 2011 start of construction and the basis for the property's 2012/13 assessed value, you expect the project to be approximately 50% complete. We assume that the partially completed project will be classified for tax purposes in residential tax "class 2". Given the anticipated level of project completion, we estimate that the property's 2012/13 assessed values will as follows:

	Estimated 2012/13 Assessed Values
Actual . . .	$ 3,240,000
Transitional . . .	$ 3,140,000

The most recent tax rates available as of the date of this letter are those passed by the City Council for the 2010/11 tax year. The 2010/11 "class 2" tax rate is 13.353%. For purposes of this projection, we have estimated that the 2012/13 residential "class 2" tax rate will be in the approximate amount of 13.4%. Based on the projected 2012/13 taxable assessed value in the amount of $3,140,000 (i.e., the lesser of the estimated actual or transitional assessed values), we estimate that the gross real estate taxes due for the fiscal year July 1, 2012 through June 30, 2013 will be in the approximate amount of $420,760.

The first taxable status date subsequent to the property's anticipated conversion and apportionment into separate condominium tax lots will be January 5, 2013, which will be the basis for the property's 2013/14 assessed values. Our estimate of the property's total post-renovation and conversion taxable assessed values are as follows:

	Estimated 2013/14 Assessed Values
Actual . . .	$ 4,100,000
Transitional . . .	$ 4,050,000

We have been advised that it is the policy and practice of the New York City Department of Finance to assign separate tax lots and apportion the assessed

valuation of a condominium among the various units based upon the percentage of common interest contained in the Condominium Declaration.

You have advised us that the percentage of common interest assigned to the community facility unit and the 39 residential units is 97.983% and 2.017%, respectively. Apportioning the 2013/14 estimated taxable assessed value based on these percentages, our estimates of the post-renovation and conversion taxable assessed values for the retail and residential condominium units are as follows:

	Est. 2013/14 Taxable Assessments
Community Facility Unit . . .	$ 81,688
Residential Units . . .	$ 3,968,312

We assume that the community facility unit will be classified for tax purposes in commercial tax "class 4" and the residential units will be classified in residential tax "class 2." Given the most recent tax rates available as of the date of this letter (i.e., the 2010/11 rates), for purposes of this projection we have estimated that the 2013/14 commercial tax "class 4" and residential "class 2" rates will be in the approximate amounts of 10.4% and 13.4%, respectively. Given the foregoing projected 2013/14 taxable assessed values and tax rates, we estimate that the gross real estate taxes due for the fiscal year July 1, 2013 through June 30, 2014 (before any potential exemption or abatement benefits) will be in the following amounts:

	Est. 2013/14 Taxes
Community Facility Unit . . .	$ 8,500
Residential Condominium Units . . .	$ 531,800

You have advised us that the first year of Condominium operation will be from July 1, 2012 through June 30, 2013. Based on the foregoing projection for the 2012/13 fiscal tax year and apportioning estimated taxes between the community facility and residential units based on their relative percentages of common interest (i.e., 97.983% and 2.017% respectively), we estimate gross real estate taxes (exclusive of any potential exemption or abatement benefits) for the Condominium's first year of operation to be in the following amounts:

	Est. First Yr. Taxes
Community Facility Unit . . .	$ 8,490
Residential Condominium Units . . .	$ 412,270

It should be noted that the estimated real property taxes for the period June 1, 2012 through May 31, 2013 do not reflect the fully renovated and converted building.

A schedule of estimated real property taxes by residential unit for the first year of condominium operation as well as estimated assessed values and taxes for the first post-renovation and conversion tax year (i.e., 2013/14) based on relative percentages of common interest set forth in schedule "A" in the Offering Plan is attached.

It should be noted that, although it is currently Finance's stated policy to apportion the assessed values of condominium properties among the various units on this basis, Finance has used different methodologies in the past. No warranty or guarantee is made herein that assessed values will not be apportioned based on a different method.

Following the property's conversion and apportionment into condominium units, individual residential unit owners may qualify for Condominium Abatement Program benefits pursuant to section 467-a of the New York Real Property Tax Law. The Program, which is set to expire June 30, 2012, currently provides partial tax relief for residential "class 2" condominium unit owners who own three (3) or less units in the building (owners of more than three (3) dwelling units, sponsor-owned units and non-residential units are ineligible). Abatement benefits for condominiums with average assessed values greater than $15,000 are calculated and determined at 17.5% of the taxes otherwise payable.

We have not included this potential benefit in our estimates set forth above and, while the program has regularly been extended since its initial passage in 1999 (most recently on June 1, 2008), **we make no warranty or guarantee that the Condominium Abatement Program will be extended or available to unit owners upon completion of conversion or that the Program will not be revised in a manor impacting potential availability.**

Assuming the Program is extended beyond June 30, 2012, the Condominium Board of Managers or its agent must file an application for the Condominium Abatement on behalf of all eligible unit owners (unit owners do not apply individually). Applications have historically been due by February 15th for the following fiscal tax year starting July 1st.

This letter was prepared at the sponsor's request. The figures set forth herein are approximations derived from material submitted by the sponsor and publicly available tax records and are subject to variation. No government agency has passed upon these figures or the estimates of assessed valuation and taxes herein. We have not passed on the accuracy of any figures or estimates contained in the Offering Plan, and offer no warranties on real estate tax assessments, tax classifications, taxes, or tax rates for any period.

All prospective purchasers are advised that, although the estimates of assessed valuation upon completion of conversion are good faith estimates, such assessed valuations when actually made may be less or greater than as estimated herein.

The above estimates do not take into account any future increases in the level of assessed valuation applied to residential property or any increase in the real estate tax rates. The above opinion is based upon our interpretation of The New York State Real Property Tax Law and The Administrative Code of the City of New York and is not intended to be a guarantee or assurance that the actual or transitional tax assessments, tax rates or actual taxes will be as estimated.

No representation is made that the provisions of law or New York City Department of Finance policies and practices will apply at the time the property's conversion is complete. You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction.

While we believe our opinions are well-founded, they are not intended, and should not be construed as representations or warranties that assessments, tax rates, and taxes will not be determined in a different amount. The foregoing analysis is based upon our knowledge of the making and review of assessments by the Real Property Assessment Department and the Tax Commission of the City of New York with respect to residential properties held in the condominium form of ownership. Application of a particular approach to valuation by an individual assessor may yield a different result.

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

Very truly yours,
PODELL, SCHWARTZ, SCHECHTER
& BANFIELD, LLP

BY: _____
PAUL V. GRECO

PVG:

WORKING CAPITAL FUND AND APPORTIONMENTS

A. The Purchaser of each Residential Unit shall be required to make a contribution at the Closing of such Residential Unit Owner's Unit(s) to the Working Capital Fund of the Condominium. Such contribution shall be in an amount equal to two (2) months' Common Charges in effect for such Unit(s), as more particularly shown on Schedule A in Part I of the Plan.

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

(1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals, uniforms and all other payments or obligations relative to the employees of the Building;

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the General and Limited Common Elements;

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

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

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

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

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

(9) management fees; and

(10) other customary adjustments.

C. Adjustments for prepaid expenses between Sponsor and the Condominium Board, may be deducted from the Working Capital Fund. If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable or there are insufficient funds in the Working Capital Fund, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

D. The Working Capital Fund will be held and used for working capital, or for such other appropriate purposes as will be determined by the Condominium Board and may be

augmented by allocations from the monthly Common Charges collected from each Unit. The Working Capital Fund will not be used to reduce Common Charges while Sponsor is in control of the Condominium Board.

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

F. In the event that capital expenditures for renewal or replacement of Building components or systems or to remedy major building defects are needed, it may be necessary to increase Common Charges or levy a Special Assessments payable by Unit Owners who are responsible for the repair and replacement of the Common Element in need of such renewal, replacement or remedy. Alternatively, the Condominium Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the By-Laws and subject, in certain instances, to Unit Owner approval. In addition, pursuant to the By-Laws the Condominium Board is entitled to determine amounts for a reserve for replacements in establishing the annual budgets. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium operation. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

RESERVE FUND

No reserve fund for capital expenditures has been established for the Condominium. The Contingency Fund reflected in Schedule B is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase monthly Common Charges or levy a Special Assessment of Common Charges.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

A. The Condominium Board will enter into a management agreement (the "Management Agreement") with the Managing Agent, with respect to the Condominium and the General Common Elements at or prior to the First Closing.

B. The Management Agreement provides for a term of five (5) years commencing on the First Closing and thereafter, if not otherwise terminated by the Condominium Board for a one year period, subject to any changes in fees set forth in a notice to be delivered to the Condominium Board which must be served at least forty-five (45) days but not more than sixty (60) days prior to the expiration of the initial term of the Management Agreement. If the Managing Agent shall fail to perform or abide by any of its services, agreements, representations, warranties, covenants, or obligations under the Management Agreement, and shall fail to cure said failure within thirty (30) days of notice of said failure sent by the Condominium to the Managing Agent, the Condominium Board shall have the right to terminate the Management Agreement at the end of any calendar month on not less than sixty (60) days' prior written notice to the Managing Agent. If the Condominium Board shall unreasonably refuse to comply with or abide by any proper rule, order, determination, ordinance or Law of any federal, state or municipal authority having jurisdiction or asserting jurisdiction, the Managing Agent may terminate the Management Agreement at any time on ten (10) days' prior notice in writing to the Condominium Board. The Managing Agent may otherwise terminate the Management Agreement on thirty (30) days' prior written notice to the Condominium Board.

C. Under the terms of the Management Agreement, the Managing Agent will receive a fee of $30,000 for the First Year of Condominium Operation, subject to 5% increases per annum compounded.

D. The Condominium Board shall reimburse the Managing Agent for all reasonable out of pocket expenses incurred by the Managing Agent in the performance of its duties under the Management Agreement including, but not limited to, messenger expenses and storage charges for the Condominium Board's documents and filing fees. The Condominium Board may not assign the Management Agreement without the written consent of the Managing Agent. The Managing Agent may assign the Management Agreement to an entity in which one or more of the principals are also principals of Managing Agent.

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

(1) Cause to be hired, paid, and supervised, using reasonable care and with the approval of the Condominium Board, all persons necessary to be employed in order to Maintain and operate the General Common Elements properly; and such employees in or about the General Common Elements may or may not be employees of the Managing Agent and not of the Condominium Board (or independent contractors), and the Condominium Board, at its own cost and expense shall defend any suit brought against the Condominium, the Condominium Board or the Managing Agent on account of the operation or Maintenance of the General Common Elements, including injuries to employees or others, and the Condominium Board shall hold harmless and fully indemnify the Managing Agent from any loss to the Managing Agent on

account thereof, unless such loss has been caused by the Managing Agent's or its employees' gross negligence or willful misconduct, and the Managing Agent will cause to be discharged all persons unnecessary or undesirable, all subject to such union contracts (if any) or other agreements concluded on behalf of the Unit Owners with the Condominium Board's written approval;

(2) billing and collecting General Common Charges payable by Unit Owners;

(3) causing the General Common Elements to be Maintained in the manner deemed advisable by the Condominium Board;

(4) contracting for necessary services and purchasing all supplies necessary to properly Maintain and operate the General Common Elements, as provided for in Schedule B, "Projected Condominium Budget for the First Year of Condominium Operation" set forth in Part I of this Plan or in any approved budget thereafter, subject to the approval of the Condominium Board where such service contract is in excess of three (3) years or $15,000 per annum unless said service contract is part of a pre-approved budget;

(5) checking all bills received in connection with the Maintenance and operation of the General Common Elements and causing all such bills and other expenses to be paid;

(6) supervising, hiring and discharging employees necessary for the proper Maintenance and operation of the General Common Elements;

(7) rendering monthly statements of receipts and disbursements to the Condominium Board or other designated entity, upon request;

(8) maintaining payroll records and filing withholding tax statements for employees;

(9) maintaining accurate sets of books for the Condominium Board;

(10) cooperating with the Condominium Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year;

(11) attending meetings of the Condominium Board and Unit Owners, preparing agendas and sending notices relating to such meetings, and if requested by the Condominium Board, providing a secretary, at the Condominium Board's expense to record the minutes of such meeting; and

(12) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the General Common Elements.

F. Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the Management Agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor. The Managing Agent, at the expense and discretion of the Condominium Board, will be bonded

during the term of the Management Agreement under fidelity or general surety bonds in an amount not less than $100,000 in favor of the Condominium Board and the Unit Owners for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers or employees. The Managing Agent shall not be the agent of, and shall have no authority to bind or to act on behalf of the Condominium, the Condominium Board or any Unit Owner.

G. The Condominium Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the Management Agreement or at the instruction of the Condominium Board, provided however, any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct.

H. Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the management agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor.

IDENTITY OF PARTIES

Sponsor

A. Sponsor is 420 West 20th Street, a New York limited liability company with an office at c/o The Brodsky Organization, 400 West 59th Street, New York, New York, 10019 formed on December 28, 2010, as amended on May 12, 2011.

B. The principal of Sponsor is Daniel Brodsky. Daniel Brodsky is the managing partner of The Brodsky Organization, a family-run real estate development and management company founded in 1951.

C. The principals of Sponsor have not been involved in any condominium or cooperative offering plans for the last five (5) years and do not own ten (10%) percent or more of the unsold units or unsold shares in any building except as follows:

The 177 Ninth Avenue Condominium 177 Ninth Avenue New York, New York	File No. NA07-0263
Chelsea Enclave 177 Ninth Avenue New York, New York	File No. CC08-0001
The Bridge Tower Place Condominium 401 East 60th Street New York, New York	File No. CD 99-0148
The 4 West 21st Street Cooperative 4 West 21st Street New York, New York	File No. C05-0006

D. Principals of Sponsor are current in their obligations with respect to the foregoing properties.

E. There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Selling Agent

A. The Selling Agent is Corcoran Sunshine Marketing Group ("Corcoran Sunshine"), having an office at 888 Seventh Avenue, New York, New York 10106. Corcoran Sunshine is a licensed real estate brokerage firm. Corcoran Sunshine has no financial interest in

the Property, Sponsor, the managing agent or any other interested parties in this transaction, except for its fee for services rendered.

B. With headquarters in New York, Corcoran Sunshine has completed over $20 billion in residential sales of newly constructed properties, converted properties, hotel condominiums, and repositioned properties. Currently, Corcoran Sunshine is actively managing the marketing and sales and leasing of numerous luxury residential developments and condominium hotels in major markets throughout the country. In New York City, Corcoran Sunshine has been responsible for the exclusive planning, design, marketing and sales representations of numerous luxury properties; select properties include 15 Madison Square North, 101 Warren, Chelsea Enclave, One Beacon Court and One Central Park.

C. There have been no prior felony convictions against Corcoran Sunshine, or any principals of Corcoran Sunshine and no prior convictions, injunctions and judgments against Corcoran Sunshine or any principals of Corcoran Sunshine that may be material to the Plan or an offering of securities generally that occurred within fifteen (15) years prior to the submission of the Plan.

Managing Agent

A. Urban Associates, LLC, having an office at 400 West 59th Street, New York, New York 10019 will be the managing agent for the Condominium. (See the Section entitled "Management Agreement" in Part I of this Plan). The Managing Agent is affiliated with Sponsor. The Managing Agent has been engaged in the development ownership, operation and management of New York City residential properties for a number of years and currently manages in excess of 6,500 residential apartments in Manhattan.

B. There have been no prior felony convictions of the Managing Agent, or any principals of the Managing Agent; and no prior convictions, injunctions and judgments against the Managing Agent, or any principals of the Managing Agent that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

C. A representative list of properties which are managed by the Managing Agent in New York City include:

307-310 East 44th Street	12 East 86th Street
160 West 71st Street	4 West 21st Street
433 West 21st Street	245 East 11th Street
124 West 60th Street	360 West 43rd Street
1 Columbus Place	35/55/75 West End Avenue
70 Battery Place	

Attorneys for Sponsor

A. Sponsor has retained the law firm of Stroock & Stroock & Lavan LLP, having an office at 180 Maiden Lane, New York, New York 10038 to represent it in connection with the Plan. Stroock & Stroock & Lavan LLP prepared the Plan, the Declaration, the By-Laws and the forms of Agreement, Residential Unit deed and Power of Attorney and has also rendered an opinion with respect to the availability of income tax deductions to Purchasers of Residential Units and compliance with Section 339-i of the Real Property Law. Michel Evanusa, Esq. had principal responsibility for the preparation of the Plan. Stroock & Stroock & Lavan LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Unit Closings.

B. Sponsor has retained Podell Schwartz, Schechter & Banfield LLP, having offices 605 Third Avenue, 18th Floor, New York, New York 10158 to represent it in connection with the estimated valuation of the Property for real estate tax purposes.

Sponsor's Architects/Engineers

A. The architect for the Building is Schuman Lichtenstein Claman & Efron Architects, LLC, having an office at 841 Broadway, 7th Floor, New York, New York 10003, has examined the physical condition of the Building and has rendered its report thereof and a certification which are set forth in Part II of the Plan. The Architect has been providing architectural and engineering services for nearly 68 years. All statements and representations made in the Plan with respect to the "Description of Property" set forth as an Exhibit in Part II of the Plan have been made in reliance upon the Architect and its authority as an expert. The Architect has no financial interest in the Property, Sponsor, the Selling Agent or the Managing Agent, or any other parties interested in this transaction, except for its fee for services rendered.

B. The mechanical engineer is Avcon Engineering, PC and the structural engineer is Robert Silman Associates.

Sponsor's Energy Expert

Flack & Kurk, having an office at 475 Fifth Avenue, New York, New York 10017 is the mechanical engineer for the Building.

Sponsor's Condominium Expert

Penmark Management, having an address at 770 Lexington Avenue, New York, New York 10065, in consultation with Sponsor, estimated all amounts of income and expenses in Schedule B, "Projected Budget For First Year of Condominium Operation" and provided its opinions regarding the adequacy of such Budget and the adequacy of the Common Charges payable by the Community Facility Unit, as well as, its opinion regarding reasonable relationship.

REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give Unit Owners annually:

(1) a financial statement of the Condominium prepared by a certified public accountant within four months after the end of each fiscal year, which statement shall be certified while the Sponsor is in control of the Condominium Board;

(2) prior notice of the Annual Unit Owner's meeting; and

(3) a copy of the proposed annual budget of the Condominium which shall be delivered to Unit Owners at least five (5) days prior to the adoption thereof.

For so long as Sponsor controls the Condominium Board, Sponsor will have the annual budget of the Condominium certified in accordance with 13 NYCRR 20.4(d).

RECORDATION, INSPECTION AND DELIVERY OF DOCUMENTS

A. Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by Purchasers, and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six (6) years from the date of the First Closing, without charge and for copying for a reasonable charge. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

B. The Declaration and the By-Laws will be recorded in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be recorded in the City Register's Office.

GENERAL

A. The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those Exhibits contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of the Agreement, form of Declaration, form of By-Laws, form of Unit Deed, form of Power of Attorney, form of Alteration Agreement and other documents and Purchasers are urged to read the documents set forth in Part II of the Plan in their entirety. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, by any rider or separate agreement changing or adding provisions to such document.

B. The Building was initially constructed in approximately 1895-1896 and as with any program of capital repairs, renovations and replacements of an existing pre-war building, Sponsor may be required to alter the plans and specifications of the Proposed Renovations to address existing conditions uncovered in the course of renovation. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. In addition, Sponsor reserves the right to expand the scope of the Proposed Renovations (including, without limitation, the right to create lot line windows). Any such material modifications or addition will be disclosed in an amendment to the Plan and, if such modifications or additions are materially adverse to Purchasers, such Purchasers will be given an opportunity to rescind their Agreements.

C. In addition, the Building systems, including, without limitation, plumbing, electrical, gas and sewer (collectively, the "Building Systems") may date back to the initial construction of the Building and while some repairs and replacements of the Building Systems is being performed by Sponsor as part of its Proposed Renovations, there is no guarantee that the existing Building Systems properly function or will function in the future. Such Building Systems may be repaired, upgraded or replaced by the Condominium Board and the cost thereof may result in an increase of Common Charges or the levying of a Special Assessment against the Unit Owners if further repairs are needed. At the current time, Sponsor anticipates but makes no guarantee that during the period that the Sponsor controls the Condominium Board, the Condominium Board will undertake capital improvements, in addition to the Proposed Renovations. Purchasers should also be aware that replacement of certain pipes in the Building could damage pipes and fixtures that have not been repaired or replaced. No warranty is made by Sponsor that underground water conditions will not change in the future or that possible deterioration of hidden elements within the foundation might not have occurred given the age of the structure.

D. Under the terms of Local Law 11 of 1998, property owners are obligated to have the facades of their buildings periodically inspected and perform remedial work as determined by

the licensed engineer performing the required inspections. However, Purchasers are advised that due to the height of the Building a Local Law 11 Report is not required. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

E. The Contingency Fund provided for in Schedule B is intended to provide a fund for unanticipated expenses not included in Schedule B and for increases in operating expenses above the amounts projected. There is no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises (except that each Purchaser of a Unit shall pay into the Working Capital Fund of the Condominium a sum of equal to two (2) months of Common Charges for the Unit being purchased. Therefore, Unit Owners shall be obligated to pay their share of the cost of repair, replacements and improvements to the Common Elements as the need for the same arises, unless there are sufficient funds in the Working Capital Fund or other funds available. The Contingency Fund is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase monthly Common Charges or levy a Special Assessment of Common Charges. There are no limitations as to how the Working Capital Fund may be employed during any period, including the period that Sponsor controls the Condominium Board (see the Section entitled "Control By Sponsor"). However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges including Common Charges attributable to Unsold Units. Purchasers are advised that if Sponsor does not sell more than fifteen (15%) percent of the Units and enters into leases for such Unsold Units, the tenants thereunder will not to be obligated to contribute to the Working Capital Fund and accordingly, the Working Capital Fund may be insufficient for the payment of unanticipated expenses, if any, and Unit Owners may be subject to a Special Assessment to pay for the costs of such unanticipated expenses, if any.

F. Local Law 1 of 1982, requires the elimination of all lead paint, both peeling and intact, in a building constructed prior to 1960. Sponsor makes no representation regarding the scope or nature of any future enactments regarding lead-based paint or whether Local Law 1 of 1982 will be modified or whether the City or State of New York will adopt other laws dealing with lead based paint or what the provisions of such law may be. Purchasers are urged to review Local Law 1 or any successor statute thereto and any regulations or requirements promulgated with respect thereto for a full description of the obligations of a Unit Owner thereunder. Unit Owners shall be deemed "owners" of their respective Units with the obligation to comply with the requirements of the Unit for purposes of compliance with all environmental laws, including, without limitation, requiring the removal or abatement of asbestos containing material or lead-based paint. Based upon the age of the Building, it is probable that there is lead-based paint or lead-based paint hazards in the Building, however, Sponsor is not aware of any lead-based paint or lead-based paint hazards in the Building that need to be remedied, and has no records or materials pertaining to same. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead based paint. In accordance with the terms of the rider annexed to the Agreement, Purchasers have the right to inspect their Units for the presence of lead-based paint; provided, however, a Purchaser shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the wall or ceiling and/or removing sheet rock, tiles, wood flooring, windows or window panes to test for mold, asbestos, lead paint, mildew,

spores, fungi or other toxins or for any other purpose. While Sponsor has, to the best of its knowledge, received no specific reports regarding the presence of lead based paint in the Building, given the age of the Building and the wide spread routine use of lead based paint in preceding decades, it can be assumed that there is some lead based paint present in the Building.

G. To Sponsor's knowledge, there are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

H. No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party (including, without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

I. Sponsor reserves the right, from time to time prior to the First Closing, upon amendment to the Plan, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, the Purchasers and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel an Agreement which is in effect, except as therein provided, as in the case of an uncured default or Event of Default, nor unilaterally change the purchase price or payment terms contained in such Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material amendment to the Plan that adversely affects the Purchasers, Sponsor must grant Purchasers the right of rescission, which right of rescission may only be exercised within 15 days from the date of presentation of said amendment. Escrow Agent shall promptly return any Down Payment, together with any interest thereon, to Purchasers who rescind, except that Escrow Agent shall return to Sponsor the Down Payment (and any interest thereon) of any Purchaser who is in default under the Agreement beyond any applicable grace period.

J. In accordance with the provisions of the Laws of the State of New York, neither Sponsor nor any selling agent, engaged by Sponsor, will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's sex, race, creed, color, national origin, marital status, age, disability or any other ground prohibited by Law.

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

L. No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon.

M. No other communications, written or oral, will constitute a binding agreement for the purchase of a Unit, including without limitation, emails.

N. The Property has not been the subject of any prior public offerings. Sponsor has previously tested the market pursuant to Cooperative Policy Statement No. 1, under File No. CP11-0033.

SPONSOR'S STATEMENT OF BUILDING CONDITION

A. Sponsor hereby adopts the "Description of Property" set forth as an Exhibit in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property, except as hereinafter set forth in the "Description of Property" and the violations search annexed to said report.

B. Except as otherwise expressly provided under the Plan with respect to the Proposed Renovations or as may be agreed upon in writing between Sponsor and Purchaser, the Units are being sold "AS IS" in the condition in which they exist at the time a Purchaser signs an Agreement subject to ordinary wear and tear.

C. The Building was initially built in approximately 1895-1896. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit.

D. Under the terms of Local Law 11 of 1998, property owners are obligated to have the facades of their buildings periodically inspected and perform remedial work as determined by the licensed engineer performing the required inspections. However, Purchasers are advised that due to the height of the Building a Local Law 11 Report is not required. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

E. In addition, the building systems, including, without limitation, plumbing, electrical, gas and sewer (collectively, the "Building Systems") may date back to the initial construction of the Building and while some repairs and replacements of the Building Systems may be performed by Sponsor as part of the Proposed Renovations, there is no guarantee that the existing Building Systems properly function or will function in the future. Such Building Systems may be repaired, upgraded or replaced by the Condominium Board and the cost thereof may result in an increase of Common Charges or the levying of a Special Assessment against the Unit Owners if further repairs are needed. At the current time, Sponsor anticipates but makes no guarantee that during the period that the Sponsor controls the Condominium Board, the Condominium Board will undertake capital improvements, in addition to the Proposed Renovations. Purchasers should also be aware that replacement of certain pipes in the Building could damage pipes and fixtures that have not been repaired or replaced. No warranty is made by Sponsor that underground water conditions will not change in the future or that possible deterioration of hidden elements within the foundation might not have occurred given the age of the structure. (See a copy of the "Description of Property" set forth as an Exhibit in Part II of the Plan.)

F. Purchasers should note that construction is a very complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the timing or completion of the Proposed Renovations or any dates set forth herein. During the first few years of condominium operations, construction workers and related personnel will be at the Property

from time to time completing the Proposed Renovations, making adjustments and corrections and performing various tasks related thereto, which may occur at all hours and could compromise the Building's security systems. During this period, various Building Systems (including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators) may need to be shut down temporarily. Sponsor and its designees will have the right to and will utilize elevators and other Building Systems and will install and retain scaffolding and other equipment on and in the Building to complete the Proposed Renovations. Sponsor may not fully complete Proposed Renovations and decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular portion of the Building is complete or a particular floor is fully occupied by Unit Owners. The fact that the Proposed Renovations have not been completed or are not available for use by Unit Owners will not be a basis for a Unit Owner to refuse to close title to its Unit, delay the Closing or receive any abatement or credit against the Purchase Price. Purchasers should be aware that they may be required to close title to their respective Units while construction of the Proposed Renovations is continuing, possibly, for extended periods of time, and that noise, dust, vibrations and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may delay the closing of title to certain Residential Units or lines of Residential Units until such hoists, elevators or temporary facilities are no longer needed and are removed. Purchasers of such Residential Units shall remain obligated to purchase such Residential Unit and pay the balance of the Purchase Price notwithstanding any such delay.

G. The first Temporary Certificate of Occupancy may be issued for some but not all of the Residential Units and Sponsor may complete the Proposed Renovations to certain Residential Units before others. Sponsor will obtain updated certifications and permits for the Building, as required by applicable Law, including certifications for elevator inspections. In addition, certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor; provided however that Sponsor has the sole right to initially select such outside suppliers in its sole discretion. Sponsor does not know whether or not there may be other outside suppliers who could possibly provide these services upon equal or better terms and conditions and makes no representations or guarantees with respect thereto. During the period when Sponsor is completing the Proposed Renovations, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. (Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" set forth in Part I of the Plan.)

H. Local Law 1 of 1982, requires the elimination of all lead paint, both peeling and intact, in a building constructed prior to 1960. Sponsor makes no representation regarding the scope or nature of any future enactments regarding lead-based paint or whether Local Law 1 of 1982 will be modified or whether the City or State of New York will adopt other laws dealing with lead based paint or what the provisions of such law may be. Purchasers are urged to review Local Law 1 or any successor statute thereto and any regulations or requirements promulgated with respect thereto for a full description of the obligations of a Unit Owner thereunder. Unit

Owners shall be deemed "owners" of their respective Units with the obligation to comply with the requirements of the Unit for purposes of compliance with all environmental laws, including, without limitation, requiring the removal or abatement of asbestos containing material or lead-based paint. Based upon the age of the Building, it is probable that there is lead-based paint or lead-based paint hazards in the Building, however, Sponsor is not aware of any lead-based paint or lead-based paint hazards in the Building that need to be remedied, and has no records or materials pertaining to same. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead based paint. In accordance with the terms of the rider annexed to the Agreement, Purchasers have the right to inspect their Units for the presence of lead-based paint; provided, however, a Purchaser shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the wall or ceiling and/or removing sheet rock, tiles, wood flooring, windows or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose. While Sponsor has, to the best of its knowledge, received no specific reports regarding the presence of lead based paint in the Building, given the age of the Building and the wide spread routine use of lead based paint in preceding decades, it can be assumed that there is some lead based paint present in the Building. (See a copy of the Agreement set forth as an Exhibit in Part II of the Plan.)

I. In accordance with the provisions of 13 NYCRR 20.7(cc), Sponsor engaged Arcadis, US, Inc., a qualified firm to perform such tests as are necessary to determine whether asbestos containing building materials ("ACBMs") is/are present in materials anywhere in the Building and engaged said firm to identify and monitor the abatement of all known ACBMs. As indicated in the report dated July 27, 2011 prepared by said firm (the "Asbestos Report"), ACBMs were identified in portions of the Cellar level of the Building, the Roof and small amounts in other discrete areas in the Building (e.g. located in vinyl floor tiles of certain apartments). Purchasers are referred to the Asbestos Report set forth as an Exhibit in Part II of the Plan for a full description of all ACBM's identified in the Building. Purchasers are advised that ACBM's identified in portions of the Cellar level of the Building were found in vinyl floor tile adhesive mastic located in the Community Facility Unit, which is to be conveyed to the Seminary in its "as-is" condition. Sponsor does not intend to remediate any of the ACBMs in the Community Facility Unit. Notwithstanding the immediately preceding sentence, by July, 2013, Sponsor intends to or will have removed or remediated all other ACBM's in the Building, identified in the Asbestos Report, as required by all applicable New York City, State and Federal regulations including the filing of all necessary NYC DOB/DEP paperwork required to perform the work and obtain NYC DOB permits. Purchasers are advised that detailed lab results are available for inspection at the Selling Agent's office. (See a copy of the Asbestos Report set forth as an Exhibit in Part II of the Plan.)

J. New York City Local Law 7 of 2004 requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums and Sponsor intends to provide carbon monoxide detectors in each Unit in accordance therewith. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors which has been stolen, removed, found missing or rendered inoperable. Lastly, Sponsor intends to provide an approved and operational smoke detector device in each Residential Unit in compliance with the

provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York. Each Unit Owner will be responsible to keep and maintain the smoke detector device in good repair and to replace any smoke detector which has been stolen, removed, found missing or rendered inoperable. Sponsor makes no representations that Unit Owners will comply with the foregoing obligations.

PART II

422 WEST 20TH STREET CONDOMINIUM

422 WEST 20TH STREET, A/K/A 420-424 WEST 20TH STREET

NEW YORK, NEW YORK 10011

EXHIBIT "1"

AGREEMENT

AGREEMENT

420 WEST 20TH STREET, LLC

Sponsor-Seller

TO

[_____]

Purchaser

RESIDENTIAL UNIT NUMBER [_____]

422 WEST 20TH STREET CONDOMINIUM
422 West 20th Street, a/k/a 420-424 West 20th Street
New York, New York 10011

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SCHEDULES:

A. Permitted Encumbrances
B. Lead-Based Paint Disclosure
C. Limited Warranty

EXHIBITS:

A. Form of Title Indemnity
B. Form of Storage Bin Rider

RESIDENTIAL UNIT NUMBER(S) [_____]

422 West 20TH STREET CONDOMINIUM
422 West 20th Street, a/k/a 420-424 West 20th Street
New York, New York 10011

(to be executed in quintuplicate)

This purchase agreement (the "Agreement"), made as of the date on the signature page of the Agreement, between 420 WEST 20TH STREET, LLC, a New York limited liability company, having an office at c/o The Brodsky Organization, LLC, 400 West 59th Street, New York, New York 10019 ("Sponsor"), and [_____], having an address at [_____] ("Purchaser").

W I T N E S S E T H:

1. The Plan

Purchaser acknowledges having received and read a copy of the Offering Plan for the 422 West 20th Street Condominium and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") Plan at least three (3) business days prior to Purchaser's signing this Agreement. If Purchaser has not received and had an opportunity to review the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date Purchaser signs and delivers this Agreement to Sponsor. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding, except where such provisions were requested by Purchaser and agreed to by Sponsor.

2. Definitions

Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

3. The Unit

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit ("Unit") [to be designated] [designated] as Unit __ in the Declaration, together with the Common Interest appurtenant thereto and equal to [____]%.

4. Purchase Price

4.1 The purchase price for the Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____ (the "Deposit"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged.

(b) $_____, constituting the balance of the Purchase Price (the "Balance"), payable on the delivery of the Unit Deed as hereinafter provided.

4.2 Checks for the Deposit shall be made payable to "Stroock & Stroock & Lavan LLP, Escrow Agent." Checks for the Balance shall be made payable to the direct order of "420 West 20th Street, LLC" or such other party as Sponsor may designate upon not less than two (2) days' prior notice. If any Deposit check is returned for insufficient funds or any other reason, Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect, may institute an action against Purchaser for the collection of the Deposit as liquidated damages or may declare an Event of Default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Section 15 of this Agreement.

4.3 The Balance shall be paid by official bank check or an unendorsed certified check drawn on or issued only by a bank reasonably acceptable to Sponsor or, at Sponsor's election, upon not less than two (2) days' prior written notice, by wire as directed by Sponsor with instructions thereof provided by Sponsor to Purchaser. Checks for Balance of the Purchase Price shall be made payable to the direct order of "420 West 20th Street, LLC" or such other party as Sponsor may designate upon not less than two (2) days' prior notice.

5. Closing of Title

5.1 The closing of title shall be held at such place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser on notice served not less than thirty (30) days' prior to the scheduled date for Closing. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at Closing an extra fee as set forth in the Plan. Sponsor, from time to time, may adjourn the date and hour for Closing on written notice to Purchaser. In the event of such adjournment, a Closing may be rescheduled by Sponsor upon written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title and will be given not less than two (2) business days' prior to the new scheduled date and time for Closing. In the event this Agreement is executed after the First Closing (as such term is defined in the Plan), the closing of title shall occur thirty (30) days after the date of this Agreement.

5.2 The closing of title shall occur only after or concurrently with the compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

5.3 The term "Closing or "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the Unit Deed is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 6.1 of this Agreement.

6. Delivery of the Unit Deed and Power of Attorney

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying title to the Unit to Purchaser (the "Unit Deed").

The Unit Deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall be required to pay all New York State and New York City real property transfer taxes (including, the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," in the manner more particularly described under "Closing Costs and Adjustments" in Part I of the Plan, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return and any other forms then required by Law, all of which shall be prepared by Sponsor.

6.2 (a) Purchaser shall provide to Sponsor, at least five (5) business days prior to Closing, an Indemnity Agreement substantially in the form annexed hereto as Exhibit A or in such other form as may be acceptable to Sponsor (the "Title Agreement"), in its sole discretion, wherein Purchaser's title underwriter agrees to (i) timely submit the Unit Deed, all New York State and New York City real property transfer tax forms, including the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax" ("transfer taxes") and checks for payment of such transfer taxes required to be submitted to the appropriate governmental authorities for recording and payment in connection with the conveyance of the Unit to Purchaser in connection herewith; and (ii) indemnify the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event Purchaser's title underwriter (or such title underwriter's abstract company) fails to file such Unit Deed and transfer tax forms and remit the payment of the required transfer taxes in connection therewith in a timely manner in accordance with law and the requirements of any governmental or quasi-governmental agency.

(b) In the event the Title Agreement is not delivered as set forth above, Purchaser hereby indemnifies the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event Purchaser's title underwriter (or such title underwriter's affiliated abstract company) fails to file such Unit Deed and transfer tax forms and remit payment of the required transfer taxes in connection therewith in a timely manner in accordance with law and the requirements of any governmental or quasi-governmental agency. This paragraph 6.2 shall survive Closing.

6.3 At the closing of title and simultaneously with the delivery of the Unit Deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a Power of Attorney to the Condominium Board and Sponsor substantially in the form set forth in Part II of the Plan.

6.4 The Unit Deed and Power of Attorney to the Condominium Board and Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, the Unit Deed shall be returned to Purchaser and the Power of Attorney shall be sent to the Managing Agent.

6.5 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a "foreign person" (as such term is defined in the Internal Revenue Code §1445 in the form then required by the Internal Revenue Service and each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with Internal Revenue Code §1445, as amended, or any

successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

6.6 If Purchaser is a foreign government, Purchaser shall deliver to Sponsor the notification of approval to the transaction from the Department of State as required by the Foreign Missions Act, 27 U.S.C. 4305 ("FMA").

7. Fee Title. At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any unpermitted encumbrance shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) any title insurance company licensed to do business in New York, is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

8. Closing Adjustments and Real Estate Taxes

8.1 Subject to Section 15 hereof, the following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

8.2 If closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the Unit Deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date, the adjustments and collection of taxes under Section 8.1(a) hereof and future tax payments shall be as described in the Section of the Plan entitled "Closing Costs and Adjustments."

8.3 Purchaser hereby agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question.

8.4 At Closing, Purchaser will pay a contribution to the Working Capital Fund of the Condominium in an amount equal to two (2) month's Common Charges then applicable to each Unit being purchased.

8.5 At Closing, all Purchasers of a Unit who are a government or governmental mission, or a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable Laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America (individually, a "Government Entity" and collectively, the "Government Entities") may be required to deposit into escrow an amount equal to one (1) year of Common Charges then in effect to secure their obligations under the Declaration and By-Laws for the payment of Common Charges and/or assessments and otherwise ("Security").

8.6 The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

8.7 Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery.

8.8 The provisions of this Section 8 shall survive the closing of title to the Unit.

9. Mortgage Tax Credit. If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s). Alternatively, Sponsor may require, in its sole discretion, that if Purchaser, finances the purchase of the Unit with a purchase money loan secured by a mortgage (the "Mortgage"), Purchaser must cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Mortgage as determined by Sponsor. Upon such assignment, the Mortgage will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor will be solely entitled to the benefits of the mortgage tax credit, which Purchaser receives as a result of such assignment. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption.

10. Closing Costs. In addition to those costs and adjustments described in Sections 8 and 9 hereof, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments."

11. Deposit. The Deposit made pursuant to this Agreement is subject to the requirements of Section 71-a(3) of the State of New York Lien Law (the provisions of which are set forth in Part II of the Plan and deemed incorporated herein by reference) and Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York. Any Deposit received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan. By signing this Agreement, Purchaser will not object and will be deemed to

have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title to the Unit under this Agreement. Sponsor is required by Law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Deposit, if any. Purchaser will be taxed accordingly on such interest.

12. Binding Effect of Declaration, By-Laws and Rules and Regulations. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

13. Agreement Subject to Mortgage. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its (their) undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

14. Purchaser's Representations. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at any time, such documents evidencing Purchaser's authority and the authority of Purchaser's signatory as may be required by Purchaser's title company or Sponsor. Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals) character, general reputation, personal characteristics and mode of living prior to counter-executing this Agreement. In order to permit Sponsor to comply with the requirements of the Fair Credit Reporting Act, Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to obtain such information and to retain a credit reporting agency to obtain such information. The Controlling Party (as defined under Section 24 of this Agreement) is and shall remain personally liable for Purchaser's obligations under this Agreement.

15. Default by Purchaser.

15.1 The following shall each constitute an "Event of Default" hereunder:

(i) Subject to Sections 5.2 and 5.3 hereof, Purchaser's failure to pay (a) the Deposit or any portion thereof when due or (b) the Balance on the date designated by Sponsor for closing title to the Unit; or

(ii) Purchaser's failure to duly complete and sign before a notary public and deliver at Closing the power of attorney or the New York State and City transfer tax returns; or

(iii) If Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) If Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) If a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same; or

(viii) Purchaser's failure to pay any closing costs set forth in this Agreement or the Plan, on the Closing Date designated by Sponsor; or

(ix) The failure to pay, perform or observe any of Purchaser's other obligations hereunder.

15.2 In the event a Purchaser defaults or there is an Event of Default under this Agreement, **"TIME BEING OF THE ESSENCE"** with regard to the obligations of Purchaser thereunder, and Purchaser does not cure such default or Event of Default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default or Event of Default, **"TIME BEING OF THE ESSENCE"** with regard to the obligation of Purchaser to cure within such thirty (30) day period, Sponsor may, at its option, either (i) terminate this Agreement by notice of termination to Purchaser and retain the Deposit and all other sums deposited by Purchaser under this Agreement, together with interest earned thereon as liquidated damages, it being acknowledged and agreed that such sums may be in excess of ten (10%) percent of the Purchase Price, and that it is extremely difficult and impracticable to ascertain the extent of detriment to Sponsor caused by the breach by Purchaser under this Agreement and the failure of the consummation of the transaction contemplated by this Agreement or the amount of compensation Sponsor should receive as a result of Purchaser's breach or default; or (ii) bring an action against Purchaser for specific performance, as permitted by Law; or (iii) terminate this Agreement by notice of termination to Purchaser and bring an action for damages; or (iv) exercise all other remedies available to Sponsor at Law or in equity. Upon termination of this Agreement, Purchaser shall have no further rights thereunder, and Sponsor may sell the Unit to

any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale). In addition, Sponsor shall also be entitled to retain (i) Custom Work Costs and (ii) the Restoration Costs. Sponsor shall be entitled to commence an action against Purchaser to recover the Custom Work Costs and Restoration Costs, if not already paid. For purposes of this Plan and this Agreement, the term **"TIME BEING OF THE ESSENCE"** shall mean that a failure by Purchaser to do what is required at the time specified in this Agreement is a material breach of this Agreement and an Event of Default entitling Sponsor to the remedies set forth in this Plan and this Agreement.

15.3 If Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date and Sponsor elects not to terminate this Agreement as a result of same, (a) the closing apportionments described in Section 8.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.05% (but in no event greater than the legal limit) of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

15.4 The provisions of this Section 15 shall survive a termination of this Agreement.

16. Closing Contingent Upon Plan Being Declared Effective

16.1 The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter in certain limited cases set forth in the Plan (see the Section in the Plan entitled "Effective Date" for full details). Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

16.2 If the Plan is abandoned or Sponsor elects not to declare the Plan effective or if after being declared effective the Plan will not be consummated for any reason, this Agreement will be deemed canceled and the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, will be disbursed to Purchaser, subject to Sponsor's rights to retain the Custom Work Costs (and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs). After the monies are so disbursed, Purchaser and Sponsor will have no claim against each other or the Selling Agent in connection with this Agreement or the Plan, and all of same will be released and discharged from all liabilities and obligations hereunder and under the Plan.

17. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any

nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy will be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor will, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's rights to retain the Custom Work Costs (and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs). Upon making such payment, this Agreement will be terminated and neither party hereto will have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it will be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

18. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property which are described in the Description of the Property in Part II of the Plan as being part of the Unit are included in the sale of the Unit pursuant to the provisions of this Agreement. At the Closing, Sponsor shall transfer to Purchaser any assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit. Purchasers understand and agree that in no event shall the presence of any furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like in any model unit or in any Common Element or in any advertisements or renderings with respect thereto, imply or represent that any Unit offered for sale under the Plan will also contain such furniture, furnishings, fixtures (including, without limitation, light fixtures), equipment, decorations, wall coverings, wall paper or the like upon delivery of a Unit offered for sale under the Plan to Purchaser and are for display purposes only and is not included in the sale, unless Sponsor agrees to and Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the Purchase Price for such Unit offered for sale under the Plan.) Any floor plans or sketches shown to Purchaser or included in the Plan are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon.

19. Acceptance of Condition of Property.

19.1 Purchaser shall accept title (without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the closing of title) notwithstanding the failure to complete construction of (a) the "punch list" items in the Unit set forth on an inspection statement; (b) the Proposed Renovations to other Units or (c) the Proposed Renovations to the Common Elements of the Property which do not prevent Purchaser's use of the Unit provided that Sponsor delivers a Temporary Certificate of Occupancy for the Unit. The Unit and the fixtures and personal property contained therein, if any, are being sold and delivered as described in the Plan, at the time of transfer of title to such Unit, unless Sponsor and Purchaser otherwise agree or except as otherwise provided herein. Following service of the closing notice set forth in Section 5 of this Agreement, the Purchaser of a Unit accompanied by a representative of

Sponsor, shall have the right to inspect such Unit prior to the Closing Date on such date and at such time designated by Sponsor upon no less than five (5) business days notice that the Unit is available for inspection and Sponsor reserves the right to postpone and/or reschedule any scheduled inspection(s) of the Unit upon one (1) business day's notice and Sponsor reserves the right to schedule additional inspections as Sponsor deems necessary or appropriate. If Purchaser fails to inspect the Unit within said period(s), Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. The failure of Sponsor to complete "punch list work" shall not be a ground for Purchaser delaying the Closing provided that Sponsor agrees to complete such "punch list work" promptly after Closing. Sponsor shall have no obligation to complete any "punch list work" described herein which is not specifically designated by the Purchaser and agreed to by Sponsor on an inspection statement. Sponsor is obligated to construct the Building in accordance with all applicable codes and Plans and Specifications, as well as, the provisions of the Plan, and any conflict between the disclaimers and the Sponsor's obligation to construct and renovate the Building in accordance with all applicable codes and Plans and Specifications shall be resolved in favor of the latter, except in all instances where the code in question is inapplicable because of the age of the Building. Purchasers are advised that the Building, when initially constructed complied with then applicable codes; however, portions of the Building, if constructed today would not comply with New York City Department of Building Code (the "Building Code") or handicap accessible requirements. Such noncompliance is deemed "grandfathered" pursuant to the Building Code and accordingly does not constitute a basis for an objection to or closing of title to a Unit. The Housing Merchant Implied Warranty Law (the "Law"), under Article 36-B of the General Business Law, pertains to warranties on the sale of certain new construction homes. Purchasers are advised that this Property is not a new construction project, but rather an existing Building to which Sponsor intends to perform certain Proposed Renovations. This Law may be applicable to the Proposed Renovations made by Sponsor to the Residential Units offered for sale under this Plan. Pursuant to the terms of the Law, the Sponsor is giving a Limited Warranty to Purchasers as to the Proposed Renovations of such Residential Units. Certain limitations contained in the Limited Warranty are noted as follows: (i) the Limited Warranty provides coverage for the first Residential Unit buyer only; (ii) the Limited Warranty provides coverage with respect to the Proposed Renovations performed by Sponsor to the Residential Unit offered for sale under this Plan, as more particularly set forth in the "Description of Property" set forth as an Exhibit in Part II of the Plan; (iii) Sponsor's liability is limited to ten (10%) percent of the Purchase Price of the Residential Unit purchased; (iv) any claim for damages made by a Purchaser is to be reduced by any insurance proceeds received by the Purchaser with respect to such claim; (v) incidental, special, consequential or other indirect or similar damages are excluded; and (vi) detailed procedures must be followed for giving notice of a warranty claim to Sponsor and for commencing a lawsuit against Sponsor.

19.2 Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or Unit Owner as a result of any defects in construction of the Proposed Renovations to the Building or to any Unit as more particularly set forth in the "Description of Property" set forth as an Exhibit in Part II of the Plan, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom fixtures), except as more as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

19.3 Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filling or refinishing the same, but Sponsor will not be obligated to replace any such surfaces. The provisions of this Section 19 shall survive the closing of title.

19.4 Notwithstanding the foregoing, prior to the closing of title to a Unit, the Purchaser thereof shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the wall or ceiling and/or removing sheet rock, tiles, wood flooring, windows or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose.

19.5 The provisions of this Section 19 shall survive the closing of title or earlier termination of this Agreement.

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

20.1 The risk of loss to the Unit by fire or other casualty is assumed by Sponsor until the earlier of closing of title or possession of the Unit by Purchaser, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor shall provide Purchaser with notification of its intent to repair or restore no later than forty-five (45) days from the date of such loss or damage. In addition, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title to the Unit.

20.2 In the event Sponsor notifies Purchaser that it does not elect (which election shall be in Sponsor's sole discretion) to repair or restore the Unit, such notification to be furnished to Purchaser no later than forty-five (45) days from the date of such loss or damage, or, if the Declaration has been recorded prior thereto, and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement will be deemed canceled and of no further force and effect and Escrow Agent will return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's right to retain the Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), and whereupon the parties to this Agreement shall be released and discharged from all obligations and liability hereunder and under the Plan; provided, however, notwithstanding anything to the contrary contained herein, if there is an Event of Default or Purchaser is then in default under this Agreement (beyond any applicable grace period), Sponsor shall retain the Deposit and any Custom Work Costs (to the extent that the Custom Work has been performed and/or materials have been ordered and the right, at

Sponsor's option, to commence an action against Purchaser for the Custom Work Costs), together with any interest earned thereon, as and for liquidated damages.

21. No Representations.

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Residential Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on such Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. The provisions of this Section 21 shall survive the closing of title to the Unit or earlier termination of this Agreement.

22. Prohibition Against Advertising and Selling. Prior to the closing of title to a Unit, Purchaser shall not list the Unit for resale or rental with any broker or advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent. Subsequent to the closing of title to a Unit, a Unit Owner (other than a Unit Owner purchasing for such Unit Owner's own or their immediate family's occupancy) may not advertise, list or sell the Unit for twelve (12) months after acquisition of the Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor. If any Purchaser or Unit Owner engages in any of the foregoing activities, it shall be considered an Event of Default under the terms of this Agreement, thereby entitling Sponsor to any and all remedies under the terms of this Agreement. The provisions of this Section 22 shall survive the closing of title to the Unit or earlier termination of this Agreement.

23. Broker. Purchaser represents to Sponsor that Selling Agent Sponsor and [ ] (collectively the "Broker") is [are] the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Section 23 shall survive the closing of title to the Unit or earlier termination of this Agreement.

24. Agreement May Not Be Assigned

24.1 Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor.

24.2 If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any direct or indirect sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement and shall be subject to the provisions, prohibitions and terms of this Section concerning assignment of this Agreement. For purposes of this Agreement, it is the intent of the part(ies) that the individual(s) controlling Purchaser shall be deemed to be _____ (the "Controlling Party"). By execution of this Agreement, it is acknowledged and agreed that the Controlling Party is and shall remain personally liable for Purchaser's obligations under this Agreement.

24.3 If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser will be required to pay Sponsor's attorneys a fee of $1,000, in advance, for preparation of an assignment or other agreement.

24.4 Any purported assignment by Purchaser in violation of this Agreement will constitute an Event of Default hereunder and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor.

24.5 The provisions of this Section 24 shall survive closing of title to the Unit or earlier termination of this Agreement.

25. Binding Effect. This Agreement shall not be binding on Purchaser or Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within thirty (30) days after delivery by Purchaser of an executed Agreement by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and canceled and the Deposit paid on the execution hereof shall be promptly returned to Purchaser.

26. Notices. Any notice, request, letter, consent or other communication hereunder or under the Plan (other than amendments to the Plan which shall be served in accordance with the Plan or documents for which the method of notice and or delivery is otherwise set forth in the Plan) shall be in writing and delivered by regular mail as well as hand delivered or sent, postage prepaid, by registered or certified mail, by facsimile or by Federal Express or other reputable overnight courier, to Purchaser at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, Attn.: Michel Evanusa, Esq. in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. All notices, requests or other communications

which may be or are required to be given, served or sent by any party hereto to any other party hereto shall be deemed delivered (a) upon delivery, if delivered in person, (b) upon the date deposited for overnight delivery with any reputable overnight courier service, or (c) upon the date deposited in any post office or mail depository regularly maintained by the United States Postal Office and/or sent by regular, registered or certified mail, postage paid. However, with respect to any "change of address" notification, the date of actual receipt of such notification shall be deemed the date of such notice. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself (including, without limitation, any notices of closing or default which Sponsor's counsel is hereby expressly designated and empowered to issue). A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in anyway invalidate such communication. Notwithstanding anything to the contrary, notices regarding closing costs or ministerial matters, the rescheduling of Closing Dates or the scheduling or rescheduling of inspections may be made by facsimile or telephone to each party's attorneys.

27. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

28. Performance by and Liability of Sponsor. Purchaser's acceptance of the Unit Deed shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and General Business Law §352-e, except those (if any) herein or therein expressly stated to survive delivery of such Unit Deed. The provisions of this Section 28 shall survive the closing of title to the Unit.

29. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. The provisions of this Section 29 shall survive the closing of title to the Unit or earlier termination of this Agreement.

30. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

31. Costs of Enforcing and Defending Agreement. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending or enforcing Sponsor's rights under this Agreement or in the event of an Event of Default or if

Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise defending or enforcing Purchaser's obligations hereunder. The provisions of this Section 31 shall survive the closing of title to the Unit or earlier termination of this Agreement.

32. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law. In order to preclude any application of the Rule Against Perpetuities which might otherwise invalidate and nullify this Agreement, the parties agree that this Agreement shall expire, unless otherwise previously terminated, on the day that is the earlier to occur of (i) twenty-one (21) years after the date of this Agreement or (ii) the time period legally permitted by the Rule Against Perpetuities in the State of New York, in which case the Deposit and all interest accrued thereon shall be returned to Purchaser. The provisions of this Section 32 shall survive the closing of title to the Unit or earlier termination of this Agreement.

33. Strict Compliance. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser. The provisions of this Section 33 shall survive the closing of title or earlier termination of this Agreement.

34. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of Law. Any action shall be maintained in a court of competent jurisdiction located in the State, City and County of New York. The provisions of this Section 34 shall survive the closing of title to the Unit or earlier termination of this Agreement.

35. Waiver of Jury. **EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN, THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY WHETHER SAID CLAIMS ARE AGAINST A PARTY TO THIS AGREEMENT OR THEIR AGENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OF TITLE OR EARLIER TERMINATION OF THIS AGREEMENT.**

36. Entire Agreement. This Agreement together with the Plan constitutes the entire agreement between the parties and supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof. The provisions of this Section 36 shall survive the closing of title to the Unit or earlier termination of this Agreement.

37. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa,

unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement. The provisions of this Section 37 shall survive the closing of title or earlier termination of this Agreement.

38. Captions. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The provisions of this Section 38 shall survive the closing of title to the Unit or earlier termination of this Agreement.

39. Rule of Construction. There shall be no presumption against the draftsman of this Agreement or the Plan. The provisions of this Section 39 shall survive the closing of title to the Unit or earlier termination of this Agreement.

40. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

41. No Oral Changes. This Agreement cannot be changed or terminated and no provision waived orally. **ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.**

42. Counterpart Signatures. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original of this Agreement. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party. This Agreement shall not be binding unless and until it shall be fully executed and delivered by all parties hereto.

43. Lead-Based Paint Disclosure. Annexed hereto and incorporated herein as Schedule B, is the "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards" required to be executed pursuant to the provisions of Federal regulation.

44. Storage Bin. Sponsor acknowledges and agrees that included in the Purchase Price of the Residential Unit is the right to the exclusive use of one (1) Storage Bin, granted by license. The Storage Bin will be allocated to Purchaser by the Condominium Board, in its sole discretion. Purchaser acknowledges and agrees to enter into (i) a storage bin rider simultaneously with the execution of this Agreement and in the form substantially set forth as Exhibit B to this Agreement; and (ii) a Storage Bin License, substantially in the form annexed as an Exhibit in Part II of the Plan, at the closing of title to the Unit, and to abide by the terms and conditions of such license, the Plan and Declaration and By-Laws.

45. Limited Warranty. **THE LIMITED WARRANTY ANNEXED AS SCHEDULE C TO THIS AGREEMENT IS INCORPORATED HEREIN BY REFERENCE (THE "LIMITED WARRANTY") AND SUCH LIMITED WARRANTY IS IN PLACE OF AND EXCLUDES THE HOUSING MERCHANT IMPLIED WARRANTY, AS DEFINED IN ARTICLE 36-B OF THE NEW YORK GENERAL BUSINESS LAW, AS SAME MAY BE AMENDED FROM TIME TO TIME, AND ALSO EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THE PROPOSED RENOVATIONS TO AND SALE OF THE UNIT. SPONSOR MAKES NO HOUSING MERCHANT IMPLIED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY, SPONSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS AGREEMENT AND THE PROPOSED RENOVATIONS TO AND SALE OF THE UNIT, WHICH EXTEND BEYOND THE FACT THEREOF. PRIOR TO THE EXECUTION OF THIS AGREEMENT BY PURCHASER, PURCHASER ACKNOWLEDGES THAT SPONSOR HAS SUPPLIED TO PURCHASER FOR EXAMINATION AND PURCHASER HAS RECEIVED, READ AND UNDERSTOOD A WRITTEN COPY OF THE EXPRESS TERMS OF THE LIMITED WARRANTY.**

46. Interstate Land Sales. The Interstate Land Sales Full Disclosure Act, 15 U.S.C. §§1701 et seq. (the "Act") is a Federal Statute that requires sponsors of certain new construction condominiums to file a disclosure statement or property report (the "Report") with the U.S. Department of Housing and Urban Development ("HUD") and provide the Report to prospective purchasers unless the condominium or sale is exempt from this requirement. Unless an exemption applies, the Report must be provided to prospective purchasers in advance of or contemporaneously with the purchaser executing a purchase agreement. Any exemption Sponsor claims is self-determining unless Sponsor states it has previously obtained an advisory opinion from HUD. If Sponsor is required to file a Report for this Condominium and fails to do so, or fails to provide a Purchaser with a Report in advance of the Purchaser executing this Agreement, the Purchaser may be entitled to rescission of this Agreement within two (2) years of executing it. Purchasers are advised to consult with their attorneys regarding the Act and any rights that may be available to them pursuant to it. Sponsor believes that the Condominium is exempt from the Act because the Condominium will contain less than one hundred (100) Units. As more particularly set forth in this Plan, the Condominium will contain a total of thirty-eight (38) Residential Units and one (1) Community Facility Unit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____
(To be inserted after execution by Sponsor)

SPONSOR:

420 WEST 20TH STREET, LLC

By: Brodsky Control, LLC, its manager

_____
Name: Daniel Brodsky
Title: Manager

PURCHASER:

_____
_____

For purposes of this Agreement, it is acknowledged and agreed that the undersigned is the controlling individual of the Purchaser and shall remain personally liable for Purchaser's obligations under this Agreement:

(Social Security or Federal I.D. Number):
Telephone No.:

_____
[Insert Name]

(Social Security or Federal I.D. Number):
Telephone No.:

SCHEDULE A
PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey of the Property would show, provided such state of facts would not make title to the Unit uninsurable, except as otherwise permitted herein.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans; as all of the same may be amended from time to time.

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

5. Any easement or right of use in favor of any utility company for construction, use, Maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

8. Leases and service, Maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that the Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

11. Any declaration or other instrument affecting the Property which the Sponsor deems necessary or appropriate to comply with any Law or requirement of the New York City Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which a New York Board of Title Underwriters member title insurance company would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (1) will not be collected out of the Unit if it is a lien or (2) will not be enforced against the Unit if it is not a lien.

13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Residential Unit for residential purposes.

14. Any lease covering the Unit made from the Sponsor to the Purchaser.

15. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

16. Any title exceptions noted in the Specimen Title Policy set forth in Part II of the Plan.

SCHEDULE B

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards SALES

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (Check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☐ Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c)___ Purchaser has received copies of all information listed above.

(d)___ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e)___ Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f)___ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

SCHEDULE C

LIMITED WARRANTY

NAME OF PURCHASER(S):	_____
ADDRESS OF PURCHASER(S):	_____
DESIGNATION OF HOME WARRANTED:	_____
NAME OF SPONSOR:	420 WEST 20TH STREET, LLC
ADDRESS OF SPONSOR:	c/o The Brodsky Organization, 400 West 59th Street, New York, New York 10019.
EFFECTIVE DATE OF THIS LIMITED WARRANTY:	The date that Purchaser or its family shall first occupy the Home warranted or the date of delivery of the deed to such Home to Purchasers, whichever occurs first.
SPONSOR'S LIMIT OF TOTAL LIABILITY:	In no event shall the Sponsor's total liability to Purchaser under this Limited Warranty exceed ten (10%) percent of the purchase price of the Home exclusive of options and less, any insurance proceeds received by Purchaser (the "Maximum Liability of Seller").

THIS LIMITED WARRANTY EXCLUDES AND PRECLUDES ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, AND INDIRECT DAMAGES.

THIS LIMITED WARRANTY IS IN LIEU OF AND REPLACES ALL OTHER WARRANTIES ON THE PROPOSED RENOVATIONS TO AND THE SALE OF THE HOME AND ITS COMPONENTS, BOTH EXPRESS AND IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE PURPOSE OF THIS LIMITED WARRANTY IS TO IDENTIFY THE SPONSOR'S RESPONSIBILITIES FOR CONSTRUCTION DEFECTS OF A LATENT OR HIDDEN NATURE THAT COULD NOT HAVE BEEN FOUND OR DISCLOSED ON FINAL INSPECTION OF THE HOME.

1. To Whom Given. This Limited Warranty is given to the Purchaser named on the first page of this Rider to Agreement while the Purchaser owns the Home. **IT DOES NOT EXTEND TO SUBSEQUENT OWNERS, HEIRS, TENANTS OR MORTGAGEES IN POSSESSION OF THE HOME, ANY ONE WHO MAY SUCCEED TO THE RIGHTS OF PURCHASER OR ANY OTHER PERSONS.**

2. By Whom Made. This Limited Warranty is made exclusively by the Sponsor whose name and address appear on the first page of this Rider to Agreement.

3. Final Inspection of the Home. Before the Purchaser moves into the Home or accepts delivery of the deed, the Sponsor will schedule an appointment for final inspection of the Home with the Purchaser. The purpose of this final inspection is to discover any defects, of a visible, obvious or patent nature, or any other unfinished work.

All defects found on final inspection of the Home will be itemized on a Final Inspection Sheet, in a form to be prepared and provided by Sponsor, which will be signed by the Purchaser and the Sponsor before occupancy of the Home or delivery of the deed.

4. Warranty Coverage and Periods. The Limited Warranty period for all of the following coverage begins on the Effective Date of this Limited Warranty shown on the first page of this Rider to the Agreement.

FIRST YEAR BASIC COVERAGE:

For one year from the Effective Date of this Limited Warranty, the Home will be free from latent defects that constitute:

(a) defective workmanship performed by the Sponsor, or an agent, employee or subcontractor of the Sponsor;

(b) defective materials provided by the Sponsor, or an agent, employee or subcontractor of the Sponsor; or

(a) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Sponsor.

(b) defective installation of appliances sold as part of the Home by the Sponsor or an agent, employee or subcontractor of the Sponsor.

Sponsor under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Sponsor's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

Workmanship, materials, and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the applicable building code of the municipality in which the Home is located, in effect on the date that the building permit for the Home was issued, as supplemented by the applicable locally accepted building practices and standards.

TWO-YEAR MAJOR SYSTEMS COVERAGE:

For two years from the Effective Date of this Limited Warranty, the" Plumbing, Electrical, Heating, Cooling and Ventilation Systems" of the Home which have been installed by the Sponsor are warranted to be free from latent defects resulting from defective installation by the Sponsor.

The "Plumbing System" refers to the gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The "Electrical System" refers to all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The "Heating, Cooling and Ventilation System" refers to all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

All systems are expressly exclusive of appliances, fixtures and items of equipment.

Sponsor under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Sponsor's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE:

For six years from the Effective Date of this Limited Warranty, the Home will be free from latent defects that are "Major Structural Defects", as defined below, and that constitute:

(a) defective workmanship performed by the Sponsor, or an agent, employee or subcontractor of the Sponsor;

(b) defective materials provided by the Sponsor, or an agent, employee or subcontractor of the Sponsor; or

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Sponsor.

A "Major Structural Defect" is a defect resulting in actual physical damage to the following load-bearing portions which affects their load-bearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

By way of example and not in limitation of the foregoing, damage to the following non-load bearing portions of the Home are not covered by this six-year coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in the garages and basements that are built separately from foundation walls or other structural elements of the Home; electrical, plumbing, heating, cooling and ventilation systems; appliances; fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware; insulation and items of a similar nature.

Sponsor under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Sponsor's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials

In all coverages under this Paragraph 4, workmanship, materials, design and installation will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the applicable building code of the municipality in which the Home is located, in effect on the date that the building permit for the Home was issued, as supplemented by the applicable locally accepted building practices and standards.

ALL TIME PERIODS FOR THE COVERAGES UNDER THIS PARAGRAPH 4 ARE OF THE ESSENCE AND WILL NOT BE EXTENDED.

5. Exclusions From All Coverage.

The following are expressly excluded from the Basic Coverage, Major System Coverage, and Major Structural Defect Coverage:

(a) Loss or damage caused by workmanship performed by any person other than (i) the Sponsor, (ii) an agent of the Sponsor, or (iii) a subcontractor of the Sponsor.

(b) Loss or damage caused by defective materials supplied by any person other than (i) the Sponsor, (ii) an agent of the Sponsor, or (iii) a subcontractor of the Sponsor.

(c) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Sponsor.

(d) Any fixtures, equipment or appliance included within, without limitation including, stoves, refrigerators, freezers, room air conditioners, dishwashers, washers, dryers

and similar items, unless a latent defect is caused by the failure of Sponsor, its agent or subcontractor to have installed same in a skillful manner.

(e) Patent defects including defects shown on the Final Inspection Sheet and defects which an examination of the Home prior to acceptance of the deed or occupancy of the Home ought to have revealed.

(f) Defects in outbuilding including but not limited to detached garages and detached carports (except outbuilding which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and Plantings); off-site improvements or any other improvements not as part of the Home itself.

(g) After the first year Basic Coverage, concrete floors of cellars and concrete floor of garages that are built separately from foundation walls or other structural elements of the Home.

(h) Damage to real property which is not part of the Home covered by the Limited Warranty and which is not included in the purchase price of the Home.

(i) Any damage to the extent that it is caused or made worse by:

(i) negligence, improper maintenance, or improper operation by anyone other than the Sponsor, its employees, agents, or subcontractors; or

(ii) failure by the Purchaser or anyone other than the Sponsor, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment; or

(iii) failure of the Purchaser to give notice to the Sponsor of any defects or damage within the time periods set forth in the Housing Merchant Implied Warranty Law; or

(iv) changes in the grading of the ground by anyone other than the Sponsor, its employees, agents or subcontractors; or

(v) changes, alterations or additions made to the Home by anyone after the Warranty Date; or

(vi) dampness or condensation due to failure of the Purchaser or occupant to maintain adequate ventilation;

(j) Any condition which does not result in actual physical damage to the Home;

(k) Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightening, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water, changes in the underground water table or other matters not reasonably foreseeable and within the reasonable control of Sponsor;

(l) Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect;

(m) Any damage caused by soil movement, settlement or lumber shrinkage;

(n) Any damage which the Home owner has not taken timely action to minimize;

(o) Normal wear and tear and normal deterioration;

(p) Insect damage;

(q) Bodily injury or damage to personal property;

(r) Failure of the Sponsor to complete construction of the Home;

(s) Loss or damage which arises while the Home is being used primarily for nonresidential purposes;

(t) Loss or damage due to abnormal loading on floors by the Home owner which exceeds design loads as mandated by the Building Code;

(u) Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair;

(v) Consequential damages (except where required by state law);

(w) Any claim not filed in a manner set forth below in paragraph 8, "Claims Procedures".

6. What Sponsor Will do in the Event of a Defect-Covered by This Warranty. If a defect occurs in an item covered by this warranty, the Sponsor will repair, replace, or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s), within a reasonable period of time after the Sponsor's inspection or testing discloses the problem, subject to weather conditions, acts of God, availability of materials, and other events beyond Sponsor's control. The choice among repair, replacement or payment is solely that of the Sponsor. In making any repairs or replacements, Sponsor shall have the right to select the method and materials to be used in performing such repairs or replacements.

Sponsor's liability under this Limited Warranty is limited in the aggregate to the amount listed on the first page of this Rider to Purchase Agreement/Limited Warranty.

Repair of damage to the load-bearing portions of the Home will be limited to that which is necessary to restore their load-bearing function. Repair of other Major Structural Defects will be limited to repair of those defects which made the Home unsafe, unsanitary or otherwise unlivable.

7. Step by Step Claims Procedures.

(a) Written notice of any limited warranty claim must be made on the attached "Notice of Limited Warranty Claim Form" and must be received by the Sponsor no later than the tenth (10th) day after the expiration of the applicable warranty period. Such notice must be sent by Purchaser to Sponsor by certified or express mail, return receipt requested. If this form shall not properly be completed and received by the Sponsor by that deadline, the Sponsor will have no duty to respond to any complaint or demand contained in such form, and any or all claims may be rejected. **COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY.**

8. No steps taken by the Sponsor, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Limited Warranty. No steps taken by the Sponsor in response to an improperly completed or untimely Notice of a Limited Warranty Claim will give rise to any liability of Sponsor to Purchaser in connection with such claim.

9. In response to a Notice of Limited Warranty Claim, or any other complaint or request of the Purchaser, the Sponsor and the Sponsor's agents will have the right to inspect and test the portion of the Home to which the claim, complaint or request relates. The Purchaser and occupants of the Home must provide reasonable access to the Sponsor and the Sponsor's agents during normal business hours, Monday through Friday, to complete inspection, testing and repair or replacement. Failure by Purchaser to provide such access shall invalidate this warranty with respect to the defect(s) set forth on the Notice of Limited Warranty Claim.

10. The Sponsor will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Limited Warranty Claim Form. Upon completion of inspection and testing, the Sponsor will determine whether to accept or reject the claim. If the Sponsor rejects the claim, the Sponsor will give written notice of that decision to the Purchaser at the address shown on the Notice of Limited Warranty Claim Form if the Sponsor accepts the claim, the Sponsor will take corrective action within a reasonable time under the circumstances. The Sponsor will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects necessary are subject to weather conditions, availability of materials, and other events beyond the Sponsor's control.

11. Legal Actions. (a) No claim under this warranty may be commenced or asserted against Sponsor in any lawsuit unless a properly completed Notice of Limited Warranty Claim Form has been received by the Sponsor in the time period set forth in paragraph 7 of this warranty; (b) No lawsuit against the Sponsor under this warranty may be commenced more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Sponsor has given written notice of its rejection of Purchaser's claim with respect to such claim, or thirty (30) days after Builder has substantially completed corrective action for a defect with respect to such defect.

12. Miscellaneous Provisions.

(a) To the extent any coverage under this warranty applies to Common Elements of a Condominium, such coverage shall be deemed given to the Board of Manager of the Condominium.

1. This limited warranty may not be amended in any way without Sponsor's prior written consent in each instance.

2. If any provision of this limited warranty will not be enforced by an appropriate court, the determination will not affect the enforceability of the remaining provisions.

3. Use of one gender in this limited warranty includes the other gender, and use of the plural includes the singular, as may be appropriate.

4. This limited warranty shall be governed in accordance with the laws of the State of New York.

INSTRUCTIONS TO COMPLETE

NOTICE OF WARRANTY CLAIM FORM

To ask the Sponsor to correct a defect in your Home that you think is covered by the Limited Warranty, you must complete this form and deliver it to the Sponsor. This is necessary to protect your rights to warranty performance under the Limited Warranty.

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem. If you do not know the answers to any questions, write "Don't know." **Please do not leave any items blank.**

NOTICE OF WARRANTY CLAIM FORM

I (We) (_____)
insert your name
am (are) the owner of Home #_____ located at _____
_____.

My mailing address and office and Home telephone numbers are_____

_____
(mailing address)

_____
(Office telephone number) (Unit telephone number)

I first occupied the Home as my residence on _____.

I closed title to the Home on _____.

Set forth below are defects in my Home and the approximate date the defects occurred or I became aware of them:

NATURE OF DEFECTS	DATE OCCURRED OR FIRST OBSERVED

_____ _____
(Signature) (Date)

_____ _____
(Signature) (Date)

This completed and signed form must be sent to Sponsor at its address listed on the first page of the Limited Warranty by certified or express mail, return receipt requested.

EXHIBIT A

FORM OF TITLE INDEMNITY

[TITLE UNDERWRITER LETTERHEAD]

Dated: _____

_____
_____
_____

Re: 422 West 20th Street Condominium
422 West 20th Street a/k/a 420-424 West 20th Street
New York, New York 10011 (the "Premises")
Purchaser: _____

Ladies and Gentlemen:

In connection with the sale of certain units (the "Units") at the referenced Premises, you have asked for certain assurances regarding the recordation by [title underwriter] _____ ("TitleCo") or an abstract company or other person or entity selected by TitleCo (any of the foregoing, a "Title Closer") of the deeds for the Units and related documentation, including, without limitation mortgage related documents (the "Closing Documents"), the payment of New York City and New York State transfer taxes (including the New York State Additional Tax pursuant to Article 31 of the Tax Law) due in connection with such conveyances and mortgage recording taxes or other fees, if applicable (collectively, the "Tax Payments"), for which TitleCo is insuring title.

As of the date hereof, TitleCo agrees to hold harmless and indemnify [Sponsor/Seller] _____ and Stroock & Stroock & Lavan LLP and their respective agents, representatives, members, affiliates and the like (each, an "Indemnified Party") from and against all losses, liabilities, judgments, damages, costs and expenses that an Indemnified Party may incur or suffer from the failure of TitleCo or a Title Closer to (a) record the Closing Documents for any of the Units and submit the Tax Payments for any of the Units in a timely manner from the dates of conveyances for the Units, and (b) do such other act as a reasonably prudent title company of Title Closer would perform.

[Name of Title Underwriter]

By:_____
Name:
Title:

EXHIBIT B

STORAGE BIN RIDER TO AGREEMENT

Re: _____ (the "Purchaser")
Storage Bin No. **TBD**
Residential Unit _____ (the "Unit")
422 West 20th Street Condominium ("Condominium")
422 West 20th Street a/k/a 420-424 West 20th Street
New York, New York 10011

THIS RIDER TO AGREEMENT made as of the _____ day of _____, 20____ by and between 420 West 20th Street, LLC, having an office at c/o The Brodsky Organization, LLC, 400 West 59th Street, New York, New York 10019 ("Sponsor") and _____, having an address at _____ ("Purchaser").

WITNESSETH:

1. This Rider (the "Rider") amends and modifies that certain Agreement (the "Agreement") by and between Sponsor and Purchaser with respect to the above referenced Unit in the Condominium. In case of any inconsistencies between any of the terms and conditions of the Agreement, including any handwritten modifications thereto, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail. All of the paragraphs and provisions contained in this Rider are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

2. (a) Upon and subject to the terms and conditions set forth in this Rider, Sponsor agrees to sell and grant, and Purchaser agrees to purchase a license to use a storage bin designated as Storage Bin **TBD** (the "Storage Bin") simultaneously with the closing of title to the Unit. The license to use the Storage Bin (the "Storage Bin License") shall be substantially in the form set forth in Part II of the Condominium Offering Plan. The Purchase Price for the Storage Bin License is **$0.00.** Purchaser shall be responsible for the payment of transfer and other taxes, if any, that are associated with the Storage Bin License.

(b) A default by Purchaser under this Rider shall constitute a default under the Agreement for the Unit and that any other default by Purchaser under the Agreement for the Unit shall constitute a default under this Rider entitling Sponsor to those remedies as more fully described in the Agreement and the Plan.

(c) Purchaser acknowledges and agrees that the Storage Bin may not be ready for use and/or occupancy at the time of the closing of title to the Unit and that notwithstanding such event, Purchaser shall remain obligated to close title to the Unit and

purchase the Storage Bin License. In such event the Storage Bin License shall be executed at Closing and the Storage Bin License shall be held in escrow by the Escrow Agent. Upon notification from Sponsor that the Storage Bin is available for use, Escrow Agent shall release and deliver the Storage Bin License to Purchaser.

3. The captions in this Rider and the Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Rider or the Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date written hereinbelow.

DATE: _____
(To be inserted by Sponsor after countersignature by Sponsor)

SPONSOR

420 WEST 20TH STREET, LLC

By: Brodsky Control, LLC, its manager

By: _____
Name: Daniel Brodsky
Title: Manager

PURCHASER

_____

_____

EXHIBIT "2"

POWER OF ATTORNEY

UNIT OWNER POWER OF ATTORNEY

Terms used in this Unit Owner's Power of Attorney ("Power of Attorney") which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as "422 West 20th Street Condominium (the "Condominium") and by the street number 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York 10011 under Article 9-B of the Real Property Law of the State of New York, dated _____, and recorded in the Office of the Register of the City of New York New York, County of New York on _____, under CRFN #_____, as the same is amended, restated or supplemented at any time, or (b) in the By-Laws of the Condominium ("By-Laws") attached to, and recorded together with, the Declaration, as the same is amended, restated or supplemented at any time, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in the Condominium, which is designated and described in the Declaration as the "_____ Unit" and also designated as Tax Lot _____ in Block 717 of Section _____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, and hereby 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 such Unit Owners' respective interests in the Common Elements, 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, surrender or lease the same, (b) to acquire any Unit, together with its appurtenant interests, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, (c) to acquire any Unit, together with its appurtenant interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (d) to enforce of Condominium Board's lien for unpaid Common Charges; (2) upon determination by the Condominium Board, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Condominium Board, with respect to the General Common Elements deem necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition, construction, alteration, repair or restoration of the General Common Elements or (b) any consent, covenant, restriction,

easement or declaration, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board, as applicable, shall constitute the acts of said attorneys-in-fact.

I hereby nominate, constitute and appoint the Declarant (a/k/a the Sponsor under the Offering Plan for the Condominium), true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete the Proposed Renovations or perform any other work agreed to in writing by Declarant to the Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Units and/or the reapportionment of the Common Interests of the Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by (a) a lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, referred to as a "Permitted Mortgagee" in the Declaration, (b) any title insurance company selected by Declarant to insure title to any Unit; (c) any governmental agency having regulatory jurisdiction over the Condominium, (d) any title insurance company selected by Declarant to insure title to any Unit, or (e) to effectuate the rights of Declarant under the provisions of the Offering Plan for the Condominium, the Declaration and By-Laws.

This Power of Attorney shall be irrevocable.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 20__.

Name:_____

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "3"

UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, 20__, between 420 WEST 20TH STREET, LLC, a New York limited liability company, having an office at c/o The Brodsky Organization, 400 West 59th Street, New York, New York 10019 (the "Grantor") and _____ (the "Grantee"), having an address at _____.

WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") in the premises known as "422 West 20th Street Condominium" and by the street number 422 West 20th Street, a/k/a 420-424 West 20th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit No. _____ in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated _____, _____ and recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on _____, as CRFN_____, and also designated as Tax Lot(s) ____ in Block 717 of Section [____] of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by _____, on _____, and filed in the Real Property Assessment Department of the City of New York on _____ as Condominium Plan No. _____ also filed in the City Register's Office on _____, ____ as Condominium Map No. ____. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the by-laws of 422 West 20th Street Condominium. (Said by-laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws.")

Together with an undivided _____ percentage interest in the General Common Elements (as such term is defined in the Declaration):

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

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

If any provision of the Declaration or By-Laws is invalid under, or would cause the Declaration or By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or By-Laws, or if the Declaration and By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration and By-Laws shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has (have) been encumbered in any way whatever, except as aforesaid.

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

The Grantee accepts and ratifies the provisions of the Declaration and By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date:

(To be inserted after execution
by Sponsor)

420 WEST 20TH STREET, LLC

By: Brodsky Control, LLC, its manager

By: _____
Name: Daniel Brodsky
Title: Manager

_____
Grantee

_____
Grantee

(ACKNOWLEDGMENT)

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

ADD DESCRIPTION

SCHEDULE B

PERMITTED ENCUMBRANCES

REFER TO PERMITTED ENCUMBRANCES SET FORTH AS SCHEDULE A TO AGREEMENT

TO BE INSERTED PRIOR TO CLOSING

EXHIBIT "4"

DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY AND SPECIFICATION

422 WEST 20TH STREET
NEW YORK, NEW YORK
February 16, 2012

A. Location and Use of Property

1. Address: 422 West 20th Street located on the south side of West 20th Street between 9th and 10th Avenues - New York, New York

2. Block: 717
   Lot Nos.: 54 / 55 / 57

   The property is located in Residence District R7B (Medium-density apartment house district with mandatory quality housing regulations). The permitted Use Groups for this property are as follows and the proposed use for this property is Use Group 2.

   Use Group 1: Single family residential,
   Use Group 2: Other residential types
   Use Group 3: Community Facility (Educational activities located in residential areas)
   Use Group 4: Community Facility (Recreational, religious, health services for residents)

3. Landmark Status: The building is located within the West Chelsea Historic District as delineated by the New York City Landmarks Preservation Commission. The New York City Landmarks Preservation Commission has issued a Certificate of No Effect approving the project (CNE # 119936 dated 5-12-11 with amendment dated 7-11-11).

B. Status of Construction

The project consists of the renovation of an existing (5) five story building with (1) one cellar level. The alteration plans were filed with Department of Buildings under Application No.120766439 dated 7-22-11. Renovation work is scheduled to start September 1, 2011, and all work to the Building is scheduled to be substantially completed on or about July 2014, unless delayed by weather, strikes, lockout, acts of God, shortage or inability to obtain materials, equipment or labor, governmental restriction or preemption, damaged by fire or the elements or any other cause beyond control of the sponsor. The renovation was designed in accordance with the 1968 NYC Building Code.

1. Year Built: 1895 – 1896 (Reference Chelsea Historic District Designation Report - 1970)

2. Class of Construction: The building was originally constructed prior to adoption of the 1915/1916 New York City Building Code. Therefore, portions of the building, if constructed today would not comply with New York City Building Code or handicapped accessible requirements. Such non-compliance is deemed "grandfathered" pursuant to the building code.

3. Certificate of Occupancy: The Sponsor will apply for a temporary certificate of occupancy from the Department of Buildings upon substantial completion of construction. The projected dates for issuance of a temporary certificate of occupancy, substantial completion of the Residential Units and completion of the amenities is July 2013.

C. ***Site***

1. Size: The total site area is approximately 10,900 square feet.

2. Number of Buildings and Use: One existing (5) story building with (1) cellar level:

   a. Cellar floor will contain: A fitness center, common laundry room with an adjoining recreation room, (1) bicycle storage room, (2) tenant storage rooms, boiler room, superintendent's office, toilet, trash compactor rooms, electric service room, oil tank room, telephone room, gas meter room and one (1) Community FacilityUnit.

   b. First Floor will contain the residential lobby, concierge station, mail area, package storage room and (6) Residential Units designated as parlors on the Floor Plans.

   c. 2nd thru 5th floors will contain a total of (32) Residential Units.

   d. Roof and bulkhead will contain elevator bulkhead, roof mechanical equipment and common roof deck for use by the Residential Unit Owners.

3. Streets owned or maintained by the project:

   a. All adjacent streets to the site are paved with asphalt topping and are in good condition.

   b. The existing concrete curbs are in good condition and will remain.

   c. The street is presently pitched to drain through existing catch basins into the New York City sewer system.

   d. The City of New York provides the street lighting.

4. Drives, Sidewalks, Ramps

   a. The existing sidewalk on West 20th Street is in fair condition and will remain.

   b. There are three (3) existing stoops and entrances along West 20th Street. One (1) stoop and entrance will be the main building (residential lobby) entrance while one (1) stoop each will be for the exclusive use of Parlor B and Parlor F. All are in fair condition and will remain.

   c. There are three (3) steel stairways leading from West 20th Street sidewalk down to cellar level. One (1) stair is used as the dedicated entrance to the Community Facility Unit located on the cellar level. Two (2) stairs will be for egress and service entrances. All are in fair condition and will remain.

   d. Three (3) concrete stairways currently descend from the rear courtyard to the cellar level will be removed, the wall openings will be sealed and the cavity will be filled to grade level.

   e. No new curb cuts are being created.

D. ***Utilities***

Utility services will be provided to meet the requirements of the system designed.

1. Electricity: Electricity will be provided by Consolidated Edison. Each Unit (including the electricity required to power the air conditioning and electric clothes dryers, if applicable) will be separately metered from Consolidated Edison. The electricity consumed by the Community Facility Unit will be separately metered. The electricity consumed for the Common Elements and spaces of the Building will be metered and borne by Unit Owners as a Common Expense.

2. Gas: Gas will be provided by Consolidated Edison from the street main in West 20th Street and bulk (centrally) metered inside the Building. The cost of gas consumed for domestic hot water supply, common HVAC, common laundry room dryers and individual unit cooking purposes will be metered and borne by the Unit Owners as a Common Expense.

3. Water and Sewer: Water and sewer service will be provided by the New York City DEP. Water will be supplied by the incoming service from the street main in West 20th Street and centrally metered inside the Building. Service will be billed as a function of water meter readings and the cost of water and sewer will be borne by the Unit Owners as a Common Expense.

E. ***Sub-Soil Conditions***

1. N/A (Existing to remain)

F. ***Landscape & Enclosure***

1. Grass cover, N/A

2. Plantings, N/A

3. Trees, N/A

4. Fencing, The existing chain link fencing along the southern property line will be partially covered with a new wood fence.

5. Gates, The existing gates on the stairways leading from the West 20th Street sidewalk down to the cellar level are in fair condition and will remain.

6. Intentionally Omitted

7. Garden Wall, N/A

8. Retaining Wall, N/A

9. Display Pools and Foundations, N/A

G. *Building Size*

1. Total Height: The total height of the Building from the residential lobby, to the top of the bulkhead enclosure is approximately 70'-0".

2. Crawl Spaces: None

3. Cellar Level: There is one (1) Cellar Level below grade with exterior stair access to West 20th Street.

4. Number of Floors: The floors of the building are designated for construction as Cellar, 1st, 2nd, 3rd, 4th, 5th, and Roof. The floors of the Building are designated for marketing purposes as Cellar, Parlor, 2nd, 3rd, 4th, 5th, and Roof.

5. Equipment Rooms: Existing mechanical equipment rooms, in fair condition, are located in the Cellar and include a boiler room, fuel oil storage tank room and an electrical / telephone service room. Proposed renovations include the construction of a trash compactor room, Resident Manager's office and a Utility Meter Room.

H. *Structural System*

The existing building is concrete on steel frame at the first floor (enclosing the basement) and existing wood frame above that throughout the remainder of the building. The elevator shafts, stair towers and common corridor walls on each floor are constructed of concrete masonry units. The common corridor floors on each floor are constructed of cast concrete. The floors are designed with a Live Load of 40 PSF, while roof has been designed for a Live Load of 30 PSF.

1. Exterior of Building:

   a. Walls: The existing exterior walls are solid masonry construction, made up of solid face brick. The façade along West 20th Street is clad in limestone. Window sills are Stone and/or Precast Concrete. The building exterior will be repaired based on the scope of work included in the Façade Repair & Replacement Report prepared by James E. McCosker & Associates, P.E. dated 3-7-11. A Local Law 11 Report is not required for this building due to its height.

   b. Windows: Existing windows in Residential Units are double hung aluminum, in fair condition and will remain.

   c. Lot Line Windows: N/A

2. Parapets and Copings:

   a. Parapet: The existing parapets are brick and / or brick and stone, and vary in height from approximately. 36" to approx. 56". Copings are terra cotta tile. These items

will be repaired based on the scope of work included in the Façade Repair & Replacement Report prepared by James E. McCosker & Associates, P.E. dated 3-7-11.

b. A newly constructed common roof deck for the recreational use of Residential Unit Owners will have a railing added in selected areas to raise the guarded height to a minimum of 42" above the roof surface.

3. Chimney and Caps: There are (3) existing, sealed and unused chimneys which will remain.

4. Terraces: N/A

5. Exterior Entrances: The main building residential lobby entrance is currently located on West 20th Street. Two Residential Units (Parlor B and Parlor F) each have additional stoops and exterior entrance doors also located on West 20th Street. All will remain.

a. Exterior doors and frames: Existing entrance doors and frames will be removed and replaced with new doors and frames constructed of steel and / or aluminum and / or wood and glass.

b. Vestibule doors: Existing interior vestibule doors and frames will be removed and replaced with new hollow metal (and / or) wood and glass doors and frames.

c. Exterior Stairs: Stone risers and treads from sidewalk to the residential lobby are in fair condition and will remain.

d. Exterior Railings: Steel railings from the West 20th Street level sidewalk to the Cellar level are in fair condition and will remain.

e. Mail & Packages: Mail will be received from the USPS in individually designated unit mailboxes located in the residential lobby. The partial reconfiguration of the First Floor will contain a Package Storage Room in addition to the mailboxes.

f. Lighting: Two (2) existing exterior wall sconces located at the West 20th Street lobby entrance will be removed and replaced with new sconces. Lighting fixtures located at the dedicated entrances to Parlor B & Parlor F are non-functioning and will be removed and replaced.

6. Service Entrances: Gates, Exterior Stairs & Railings

a. Existing metal fences, railings and security gates installed along the West 20th Street basement entrances are in fair condition and will remain.

7. Roof and Roof Structures:

a. Type of Roof:

i. Material: The existing built- up roofing systems are in fair condition and will remain. Certain areas will be repaired and / or replaced in conjunction with pre-construction abatement of Regulated Materials as described in Section AA

of this report. Newly constructed, structurally supported mechanical equipment areas and a common roof deck will be constructed on the roof.

ii. Insulation: The existing insulation system is unknown and will remain.

iii. Surface Finish: It will be exposed roofing membrane. The common roof deck will be constructed of exterior grade wood and / or synthetic decking material.

iv. Flashing Material: The existing flashing systems are in fair condition and will remain. Certain areas will be repaired and / or replaced in conjunction with pre-construction abatement of Regulated Materials as described in Section AA of this report.

v. Bond or Guarantee: N/A

Drains, Vents & Other Penetrations:

i) Drains, Gutters & Leaders: There are (3) roof level "trough drains" that channel (storm) water to vertical leaders located in the shaft ways which connect to NYC storm water piping. Existing trough drain locations are in fair condition and will remain.

ii) Penetrations: Currently there is an existing sheet metal boiler flue, plumbing ventilation stacks, and miscellaneous exhaust vents on the roof which will remain. Proposed renovations include adding steel beams to structurally support mechanical equipment, additional exhausts and plumbing ventilation stacks.

b. Windows & Skylights: Existing windows in Residential Units, Common Elements and the Community Facility Unit are in fair condition and will remain.

Bulkheads:

i) Stairs: There are two (2) egress stairs which terminate at the roof above the 5th Floor. Hollow metal steel doors and frames at the stairs are in fair condition and shall remain. The enclosures of these stairs are bulkheads with an existing steel and glass skylights in the roof above. These skylights are in fair condition and will remain.

ii) Elevator: One (1) existing elevator equipment room exists on the roof. Existing steel and glass skylights are in the roof above, in fair condition and will remain.

8. Fire Escapes: Existing fire escapes on the northern and southern facades and interior shaft ways of the Building are not required for egress and will be removed.

9. Yards and Courts:

a. Paving: The existing rear yard concrete slabs on grade are in fair condition and will remain.

b. Drainage: The existing rear yard concrete slabs on grade have (3) existing drains. All are in fair condition and will remain.

10. Interior Stairs:

a. Common Stairs / Elements:

i. Number of Stairs: There are two (2) egress stairs, which extend from cellar level to roof level.

ii. Enclosure: Egress stairs are constructed of a 2 hour fire rated assembly.

iii. Stair Construction: All existing egress stairs are in fair condition and will remain. All stairs terminate at roof above the 5th floor.

iv. Stringers: Metal Pan & channel stringer.

v. Treads: Cast-In-Place Concrete

vi. Risers: Metal

vii. Guardrails: Existing steel pipe railings welded to the stringers are in fair condition and will remain.

11. Indoor Doors and Frames

a. Residential Unit Entrances: The existing individual Residential Unit entrance doors have hollow metal frames and hollow metal steel doors which are in fair condition and will remain.

Residential Unit Interior Doors: The existing individual Residential Unit interior doors have hollow metal frames and hollow core wood doors which are in fair condition and will remain. Interior Door heights and widths may vary within each residential unit.

b. Stair Doors and Frames: All doors and frames shall be 1 ½ hour fire rated hollow metal to match Residential Unit entrance doors.

c. Roof Doors, Cellar Doors, and Mechanical Room Doors and Frames: All doors and frames shall be 1 ½ hour fire rated hollow metal.

12. Elevators :

The (2) existing automatic passenger / service elevators will serve the Building. The capacity of each elevator is 2,000 lbs. and travel at 150 feet per minute. They are in fair condition and will remain.

a. Manufacturer Controls: ESI controller modules with AC VVVF Drives will be provided.

b. Type of Passenger Elevators: Overhead Geared Traction with 10 h.p. Motors

c. Type of Operation: Duplex Controls: The passenger elevator controls are microprocessor based controls with variable voltage variable frequency (VVVF) drives.

d. Floor Served: Cellar through 5th floor.

e. Passenger Elevator Doors: Two Speed Side Opening doors with an opening size of 40" wide by 84" high.

f. Elevator Machine Room: The elevator machine room is located on the roof.

13. Elevator Cabs

The existing (2) elevators are being retained and will be repaired based on the Modernization Survey & Specifications developed by Joseph Neto & Associates dated March 1, 2011.

a. The cab interior walls and ceilings will be remodeled to include a combination of wood veneer and / or metal and / or mirrored panels. The cab interiors will be equipped with new indirect lights and / or down lights.

b. Alarm Safety System: Each passenger elevator cab will have the following features: emergency top exits, ADA signaling devices (passing chimes, directional gongs) Braille plates; emergency lighting emergency communication and fireman's service features.

I. Laundry / Refuse / Tenant Storage Facilities

1. Residential Unit Laundry Rooms: Certain Residential Units will be provided with a washer / dryer as shown in section "V" of this document.

2. Common Laundry Room: There will be (1) Cellar level Laundry Room for the common use of all Residential Unit Owners described as follows:

a. Six (6) pay-per-use washers. Users are required to use only low suds laundry detergent in these washers.

b. Three (3) pay-per-use gas operated dryers.

c. Laundry room ventilation is provided through mechanical means.

d. All dryers will be exhausted to the exterior.

3. Refuse Disposal: A newly constructed trash / recycling closet will be provided on each floor with a trash chute vertically connected to the cellar level trash room.

a. Incinerator: None
b. Compactor: One (1) compactor will be provided in the cellar level trash room.
c. The New York City Department of Sanitation or a private refuse collection company will pick up the bags from the curb outside the building.

4. Bicycle Room:

a. One (1) room, will be located at the cellar level, and accessed from the cellar level corridor with a storage capacity for approximately (26) bicycles.

5. Tenant Storage Room:

a. Two (2) tenant storage rooms will be located at cellar level and accessed from the cellar level corridor.
b. A total of (37) individual storage bins will be provided ranging in size from approximately 12 to 24 square feet and approximately 7'-0" high for full height bins and "double-stacked" bins of approximately 3'-6" high each.

J. Plumbing and Drainage

1. Water Supply: The Building will have one 4" diameter in-coming water service with meter from the street main in West 20th Street. Backflow prevention devices will be added to the service to comply with NYC DEP.5. Water will be supplied to the Cellar and residential floors via new constant pressure water booster system.

2. Fire Protection: The Building is not currently equipped with a sprinkler system. However, the tenant storage rooms (1 & 2) as well as the bicycle storage room in the Cellar have sprinkler coverage provided via a branch take off from the domestic water service.

3. Water Pressure: Water pressure in the Building will be maintained via a constant pressure domestic water booster duplex system. Pressure from the pump will be maintained at approximately 70 psi.

4. Sanitary Sewage System: The Building has three existing separate sewer discharge connections with three house traps accessible at cellar slab. The existing sanitary drainage from the building's plumbing fixtures will remain and will accommodate existing and newly constructed bathrooms. All fixtures in the Building including the cellar are discharged to the New York City sewer in West 20th Street by gravity.

5. Permits: Utility permits will be obtained from DEP for backflow prevention devices.

6. Storm Water Drainage: Storm drainage from the roof is conducted down the Building in leaders on the Building's exterior. Rainwater is discharged to the New York City sewer in West 20th Street by gravity.

K. Heating

Heating and Domestic Hot Water: Building heating is provided via a cast iron hot water type boiler by H.B. Smith Series #28A-9 installed in the cellar. The type of fuel used is oil #2 and is stored in a 5,000 gallon capacity storage tank located in the cellar Oil Tank Room. Oil fill lines are located in the West 20th Street sidewalk. There is an existing sheet metal boiler flue located at the rear (south) side of Building exterior that runs vertically to and exhausts at the roof level. Hot water produced by the boiler is distributed via four hot water circulating pumps. There are three pumps that circulate water to Residential Units and one pump that circulates water through the cellar. The hot water is supplied throughout the Building via vertical and horizontal pipe distributions to fin tube base board heating elements installed at the perimeter walls in each Residential Unit, common hallways, the cellar and egress stair towers. All are in fair condition and will remain.

Ventilation: Ventilation air will be delivered to each local floor elevator lobby and hallway by a newly installed gas-fired rooftop air handling unit. A heating element in these units will provide (heated) ventilation air in the winter months.

Domestic Hot Water: Domestic hot water is generated by two (2) gas fired storage tank type water heaters. Heaters are in fair condition and will remain. One (1) 150 gal capacity hot water storage tank will be added to supplement the existing system capacity.

1. Type of Controls: Boiler and circulating pumps will be operated and controlled by a central control system. The system's panel will be electronic with LED display and alarms. The control system will operate zone circulating pumps and adjust hot water temperature based on outdoor conditions. Individual radiators in Residential Units will be provided with thermostatic valves for temperature control.

2. Radiators, Piping, Insulation, Valves, and Pumps: There are four (4) hot water circulating pumps installed in the MER Cellar. Hot water is circulated throughout the Building via horizontal and vertical distribution piping. Each Residential Unit is heated by means of perimeter hot water radiation system. Fin tube elements and/or baseboard radiators are installed along exterior walls in living rooms, bedrooms, in bathrooms, and kitchens. Additional heating elements are installed in the common hallways and in egress stair towers on all floors. The Cellar is heated by means of fin tube elements installed at different locations in cellar areas. Hot water to these elements is supplied via cellar circulating pump. All are in fair condition and will remain. All newly installed hot water distribution piping will be insulated with fiber glass, molded one-piece insulation.

L. Gas Supply

The Building is provided with three (3) gas services and three (3) gas meters. Two of the services supply gas to residential units' kitchen ranges. The third service supplies gas to the common Laundry gas dryers, domestic water heaters, and Residential Units' kitchen ranges. A new gas line will be added from this service to provide gas to the new roof top mechanical unit designated for common corridor heating and ventilation.

M. Air Conditioning

1. Type of System: The Building will be provided with air cooled type individual air conditioning systems which will comply with the New York State Energy Conservation Code.

2. Common Areas: The air conditioning for the Building's common corridors and elevator lobbies will be provided by a roof top packaged air cooled gas heated HVAC unit. Unit air distribution will be via vertical duct shaft and supply registers. Entrance residential lobby, mail room, package storage room, concierge station will also be provided with a split- type air conditioning unit and individual control. The Fitness Center and Common Laundry Room in the cellar will be provided with an individual split-type air conditioning unit and individual control. Common condensing units will be installed on the roof level mechanical areas. Refrigerant piping will connect via the Building's vertical shaftways to condensing and air handling units installed at various locations in Common Elements.

3. Individual Units: Residential Units will be provided with individual split-type air cooled air conditioning units. Air handling units will be installed above the ceiling in unit corridors and / or bedrooms and / or bathrooms with ductwork distribution to the living room, bedrooms, and kitchen. Condensing units will be installed on the roof level mechanical area. Refrigerant piping will connect via the building's vertical shaftways to air handling units in each Residential Unit. Each unit will range in capacity depending on the size and exposure of the room. All units will run on 208-115/1/60 power, and operate via wall mounted thermostat and user-selectable fan speeds.

N. Ventilation

All local floor elevator corridors and hallways will be supplied with ventilation air on a continual basis from a central HVAC system via a common vertical supply air riser. The air delivered to each floor will be cooled during the summer and heated during the winter. Bathrooms in Residential Units are ventilated via operable windows. Bathrooms in the cellar will be ventilated via vertical mechanical exhaust and exhaust fans. All Residential Unit Kitchen areas will be provided with re-circulating range hoods. In addition all kitchens are provided with operable windows. Clothes dryers provided in certain Residential Units will be of a "vent less" type.

O. Electrical System

Main Service Switchgear: Electrical service will be provided by Consolidated Edison at 2,000 Amps, 120/208 volts, 3 phase, 4 wire to an Electric Switchgear Room and distributed via multiple cable and conduit risers and various size switches to the Common Elements of the Building and to a panel within each Residential Unit.

Metering: The individual Consolidated Edison meters serving Residential Units, the Community Facility Unit and the Common Elements will be located in the Basement Electric Switchgear Room. Each Residential Unit and the Community Facility Unit will be directly metered to Consolidated Edison.

Service to Individual Units: Electric service to the Residential Units and the Community Facility Unit will be provided at 120/208 volts, single phase to a 70 or 100 amp panel board located within the respective Residential Unit. Each panel board will contain the individual branch circuit breakers for lighting, convenience receptacles, kitchen and laundry appliances and the air conditioning unit (where applicable).

Convenience Outlets: Within each individual Residential Unit, receptacles will be provided in all rooms per Building Code. Receptacles in bathrooms and kitchens will be ground fault protected.

P. ***Intercommunication***

Telephone: Service will enter the building from West 20th Street to the telecommunication room located on the Cellar Level. Service will be distributed via conduit risers to a network interface located within a closet in each residential unit.

Intercom: The Building will be provided with a "telephone" type intercom system, permitting the occupants of each Residential Unit to communicate over a wall mounted pane located in the Unit. A similar device will be mounted on the exterior wall at the Building's main entrance.

Television Reception Facilities: The Building will be wired to permit receipt of commercial cable television services (CATV) into individual Residential Units, the Cellar level Common Laundry Room & Fitness Center. Distribution of CATV will be done in the same manner as telephone services.

Q. ***Public Area Lighting***

Public area lighting fixtures will be L.E.D., fluorescent and / or incandescent types. Emergency lighting will be provided in stairs and public corridors.

R. ***Garages and Parking Areas:*** None

S. ***Swimming Pool(s):*** None

T. ***Tennis Courts, Playground and Recreation Facilities:***

1. Tennis Courts: None
2. Playground: None
3. Fitness Center: A fitness center will be created on the cellar level and will be equipped with aerobic and exercise equipment. Adequate lighting will be provided and the facility will be (air) conditioned.
4. Common Roof Deck will be created on a portion of the roof to be used for recreational use by Residential Unit Owners.
5. Recreation Room: A recreation room will adjoin the Cellar level common laundry room for recreational use by Residential Unit Owners.

U. ***Permits and Certificates***

All necessary permits will be obtained and all required inspections will be completed prior to obtaining a Temporary Certificate of Occupancy Building façade, parapet walls and other building systems shall be inspected and monitored by Building maintenance personnel regularly for compliance with all applicable requirements of law.

V. ***Violations:*** All violations will be cured and / or removed prior to issuing the Permanent Certificate of Occupancy.

W. ***Unit Information***

There will be (38) thirty-eight Residential Units in the building (including one Residential Unit to be used as the Resident Manager's Unit), starting on the 1st floor, and ending at the 5th floor. There will be (1) Community Facility Unit in the Cellar. There is a separate, exterior entrance from the West 20th Street sidewalk that exclusively serves the Community Facility Unit. This entrance is in fair condition and will remain.

Residential Unit Distribution:

Floor	Unit Designation	Unit Description Number of Bedroom and Bathroom						
			1 BR 1 Bath	1 BR 2 Bath	2 BR 1 Bath	2 BR 2 Bath	3 BR 1 Bath	3 BR 2 Bath
Parlor Floor	Parlor A							•
	Parlor B			•				
	Parlor D		•					
	Parlor F (Resident Manager's Unit)							•
	Parlor G				•			
	Parlor H				•			
2nd to 5th Floors	A							•
	B				•			
	C		•					
	D				•			
	E		•					
	F				•			
	G				•			
	H				•			

1. Finish Schedule: The following or equal will be supplied within Residential Units.

Spaces	Floor	Walls	Base	Ceiling
Foyer	WD	P	WD	P
Living Room	WD	P	WD	P

Dining Room	WD	P	WD	P
Bedrooms	WD	P	WD	P
Kitchen	WD	P	WD	P
Bathrooms	PT	P or /PT	PT	P
Closets	WD	P	WD	P
W/D Closet	WD	P	WD	P

Bathroom Fixtures: The following or equal will be supplied within Residential Units.

Fixture Description	**Manufacturer & Model**	**Finish**
Bathtub	Kohler – 715-0 Villager	White
Bathtub/Shower Valve Shower Head	Kohler 11748-KS	Polished Chrome
Toilet	Kohler K-3810 Santa Rosa	White
Lavatory	Empire T24-W1 Tribeca 24"	White
Lavatory Faucet	K-175-0 Villager	Polished Chrome
Lavatory Console	Empire PT-24W	White
Medicine Cabinet	Robern RC1620D4FP1	White/Mirror

Residential Unit - Appliances

(Note: The following Residential Units will receive the Type #1 Appliance Package: Parlor A / Parlor G / Parlor H, 2A / 2G / 2H, 3A / 3G / 3H / 4A / 4G / 4H /5A / 5G / 5H)

Appliance Description (Type #1)	**Manufacturer & Model**	**Finish**
30" freestanding refrigerator / freezer	GE GTH181SXSS	Stainless Steel
30" Range Top	GE JGP940SEKSS	Stainless Steel
30" Single Wall Oven	GE JTS19	Stainless Steel
Microwave Oven	GE PEM31MSS	Stainless Steel
30" range hood	Faber 5980410	Stainless Steel
24" dishwasher	GE GSD2350RCS	Stainless Steel
Washer / Dryer	GE GTUp240OEMWW	White
Kitchen Sink	Kohler K-3822-1	Stainless Steel
Kitchen Faucet	Kohler K7505-CP	Stainless Steel
Garbage Disposal	ISE Badger	N/A

(Note: The following Residential Units will receive the Type #2 Appliance Package: Parlor D / Parlor F / 2B / 2C / 2D / 2E / 2F / 3B / 3C / 3D / 3E / 3F / 4B /4C /4D / 4E / 4F5B / 5C / 5D / 5E / 5F)

Appliance Description (Type #2)	**Manufacturer & Model**	**Finish**
21" freestanding refrigerator / freezer	Avanti RA752PST	Stainless Steel
30" Range Top	GEJGP940SEKSS	Stainless Steel
30" Single Wall Oven	GEJTS19	Stainless Steel
30" range hood	Faber 5980410	Stainless Steel
18" dishwasher	GE GSM 186ONSS	Stainless Steel
Kitchen Sink	Kohler K-3822-1	Stainless Steel
Kitchen Faucet	Kohler K7505-CP	Stainless Steel
Garbage Disposal	ISE Badger	N/A

(Note: The following Residential Units will receive the Type #3 Appliance Package: Parlor B)

Appliance Description (Type #3)	Manufacturer & Model	Finish
21" freestanding refrigerator / freezer	Avanti RA752PST	Stainless Steel
30" Range Top	GEJGP940SEKSS	Stainless Steel
30" Single Wall Oven	GEJTS19	Stainless Steel
30" range hood	Faber 5980410	Stainless Steel
18" dishwasher	GE GSM 186ONSS	Stainless Steel
Washer / Dryer	GE GTUp240OEMWW	White
Kitchen Sink	Kohler K-3822-1	Stainless Steel
Kitchen Faucet	Kohler K7505-CP	Stainless Steel
Garbage Disposal	ISE Badger	N/A

X. ***Finish Schedule of Spaces Other Than Residential Units:*** The following or equal will be supplied

Typical Floors

Spaces	Floor	Walls	Base	Ceiling
Stairs	DP	P	---	---
Public Corridor	CPT	P/WC	V	GWB./P
Elevator Cab	CT	P	V	GWB./P
Electrical Closet	DP	P	V	P
Residential Lobby	ST / PT	P	WD	GWB./P
Fitness Center	C/V/CPT/R	P	V	GWB/P
Common Laundry Room	VCT	P	V	GWB./P
Bicycle Storage Room	DP	P	---	---
Boiler Room	DP	P	---	---
Electrical Switch Gear	DP	P	---	---
Storage Rooms	DP	P	---	---
Tenant Storage Rooms	DP	P	---	---

ABBREVIATIONS FOR FINISHES

AT	ACOUSTICAL TILE
C	CONCRETE
CT	CERAMIC TILE
CPT	CARPET
CONC	CONCRETE
DP	DECK PAINT
GWB	GYPSUM WALL BOARD
P	PAINT
PT	PORCELAIN TILE
R	RUBBER TILE
ST	STONE TILE
V	VINYL
VCT	VINYL COMPOSITION TILE
VWC	VINYL WALL COVERING
WD	WOOD
WC	WALL COVERING
QT	QUARRY TILE

Y. Safety And Warning Devices

1. Closed circuit television cameras (CCTV) will be installed in certain areas to enable the monitoring of selected locations with a viewing monitor located at the concierge station. The cameras will be designed to cover the immediate area within view of the cameras and will not necessarily cover all of the area involved. All CCTV video images will be able to be recorded on a Digital Video Recorder and saved.

2. Residential Unit Smoke Detection System: Each Residential Unit will contain a smoke / carbon monoxide detector(s) located in the vicinity of the Bedrooms. The detector is wired to a 120 volt local power supply and is self-contained with its own sounding device. Each Residential Unit will contain a hard-wired 120 volt carbon monoxide detector with a sounding device.

3. Fire Alarm System: The Building contains an internal "local" fire alarm system with (1) pull station located by the elevators on the Cellar through 5th floors. Mechanical areas will be provided with area smoke detectors.

Z. Additional Information

1. Floor Plan: Floor Plans for each type / line of Residential Unit, and amenities are included as Exhibits in the Offering Plan.

Floor to Ceiling Heights of Units: The finished ceiling height within each Residential Unit, as measured from the finished floor, varies, with a maximum of approximately 10'-0" at the 1st & 5th Floors and 9'-6" at the 2nd – 4th floors. The clearance between the top of the finished floor surface on one floor and the top of the finished floor surface on the next floor will vary among the Residential Units. Certain Residential Units may have less clearance than others and all or portions of certain rooms within other Residential Units may have a lesser clearance as the result of construction variances or the presence of beams, ducts and other mechanical spaces in such Residential Units. Due to its existing condition, finished ceilings may not be level, moldings may not match and beams may not align. Ceiling heights within any given room may also vary. Kitchens, bathrooms, hallways, closets, foyers and other entrance spaces typically have dropped ceilings. Because dimensions listed are based on measurements from finished floors, they may not fully and accurately represent the interior space in the Residential Unit and may significantly exceed the actual ceiling heights. The Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering plans.

Foyers, interior hallways, kitchens, bathrooms, closets and other areas within a Residential Unit will have lowered, hung ceiling to accommodate facilities constructed above the ceiling or otherwise to respond to field conditions. The Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the offering plans.

3. Dimensions: All dimensions are approximate, based on field measurements, and subject to normal construction variances and tolerances. Stated square footage calculations may exceed the usable floor area. The Sponsor reserves the right to make changes in accordance with the Offering Plan.

4. Approximate Total Area of Each Residential Unit: Each Residential Unit is measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one unit from another unit (columns, mechanical pipes, shafts, chases and conduits are not deducted from the measurements of each units) and to center line of public corridor, stair or elevator shaft. Floor areas of each Residential Unit are based on field measurements and may vary from floor to floor.

5. Substitutions: Where materials, appliances, equipment, fixtures, finishes and other construction and design details are specified in this report, the Sponsor reserves the right to substitute in their place similar materials, appliances, equipment, fixtures and/or finishes of substantially equal or better quality and may utilize different materials, appliances, equipment, fixtures and/or finishes in Sponsor's model units, if any.

6. Energy Conservation Construction Code of New York State (ECCCNYS: To the best of my knowledge, belief, and professional judgment, these plans & specifications are in compliance with the Energy Conservation Construction Code of New York State, using Chapters 1, 2, 3, 8 and 10 (or ASHRAE 90.1/2004, as provided in §801.1 as amended) (Note: Pertains to areas and systems being renovated).

7. Residential Unit Conditions: There may be some differences from other typical Residential Units in a unit line, including but not limited to soffits, ceilings, electrical junction box and lighting fixture locations, air conditioning diffusers and sound attenuation.

8. Kitchen and Bathroom Cabinetry: Cabinetry, millwork, trim and other materials described as "wood" or "wood finish" may be an engineered wood product, with a wood, plastic laminate painted and/or thermo foil veneer. The color of all wood features may change and / or fade as the finish is exposed to lighting and environmental elements / conditions. No finished flooring will be included under cabinetry.

9. Finished Flooring: Each Residential Unit will receive a new stained and finished hardwood floor which will be installed over the pre-existing subfloor in all areas of the unit except the bathroom(s) which will be finished in ceramic or porcelain tile. Subfloor conditions vary throughout the Building and as a result the finished floor surfaces in all areas may not be "level."

AA. ***Asbestos***

In accordance with the provisions of 13 NYCRR 20.7(cc), Sponsor engaged Arcadis, US, Inc., a qualified firm to perform such tests as are necessary to determine whether asbestos containing building materials ("ACBMs") is/are present in materials anywhere in the Building and engaged said firm to identify and monitor the abatement of all known ACBMs. As indicated in the report dated July 27, 2011 prepared by said firm (the "Asbestos Report"), ACBMs were identified in portions of the Cellar level of the Building, the Roof and small amounts in other discrete areas in the Building (e.g. located in vinyl floor tiles of certain apartments). Purchasers are referred to the Asbestos Report set forth as an Exhibit in Part II of the Plan for a full description of all ACBM's identified in the Building. Purchasers are advised that ACBM's identified in portions of the Cellar level of the Building were found in vinyl floor tile adhesive mastic located in the Community Facility Unit, which is to be conveyed to the Seminary in its "as-is" condition. Sponsor does not intend to remediate any of the ACBMs in the Community Facility Unit. Notwithstanding the immediately preceding sentence, by July, 2013, Sponsor intends to or will have removed or remediated all other ACBM's in the Building, identified in the Asbestos Report, as required by all applicable New York City, State and Federal regulations including the filing of all necessary NYC DOB/DEP paperwork required to perform the work and obtain NYC DOB permits. Purchasers are advised that detailed lab results are available for inspection at the Selling Agent's office. (See a copy of the Asbestos Report set forth as an Exhibit in Part II of the Plan.)

The Mechanical, Electrical and Plumbing Engineer, Avcon Engineering, P.C.; and the Structural Engineer, Robert Silman Associates, are responsible for the work performed under their jurisdiction as indicated by their signed and sealed drawings associated with the architectural drawings on file with the New York City Department of Buildings.

The foregoing constitutes a true, correct and complete Description of Property prepared by our firm for 422 West 20th Street.

By:_____

Mario Yao, AIA
Partner
SLCE *Architects, LLP*

EXHIBIT "5"

ASBESTOS REPORT

ARCADIS

Infrastructure · Water · Environment · Buildings

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Mr. Steven Hirschberg
420 West 20th Street, LLC
c/o The Brodsky Organization
400 West 59th Street
New York, NY 10019

ENVIRONMENT

Subject:
Final Comprehensive Pre-Renovation Asbestos
Lead-Based Paint and Regulated Materials Survey
420 West 20th Street, LLC
New York, New York

Date:
July 27, 2011

Dear Mr. Hirschberg:

At the request of the Brodsky Organization, ARCADIS U.S., Inc. (ARCADIS) conducted a comprehensive pre-renovation survey of the 5-story building at 420 West 20th Street in New York, NY (the "Site"). The intent of the survey was to identify asbestos-containing materials (ACM), lead-based paint, polychlorinated biphenyl (PCB)-containing caulking and other regulated items/fixtures in order to quantify regulated materials to determine proper material disposition and removal protocols prior to proposed renovation of the Site building.

Our ref:
BB018219.0000.00001

The survey included the visual assessment of building materials, sample collection, laboratory analysis and the quantification of regulated materials in order to prepare an abatement specification for contractor bidding. An initial screening survey was conducted on May 11, 2011, while the building was partially occupied. After the building was vacated, additional sampling was conducted on June 9 and July 6, 2011 during a complete interior and exterior survey. Background information on the Site, a summary of the survey findings and copies of the inspector's certifications are provided below.

BACKGROUND INFORMATION

The Site is a recently vacated 5-story residential building, with a basement, located at 420 West 20th Street in New York, New York. The building consists of 45 residential apartment units previously managed by the General Theological Seminary of the Episcopal Church (Seminary) located in Chelsea. The building space encompasses approximately 48,000 square feet.

The building's structural components include concrete masonry unit blocks (CMU) and brick with mortar walls. The floor and roof decks are poured concrete slabs. Interior wall finishes consist of gypsum wallboard (drywall) and joint compound.

There are ceramic tiles with thin-set mortar on walls and floors within restrooms. The current finished flooring systems consist of the original wood-plank floors overlaid with modern tongue-and-groove wood flooring in the apartments, as well as vinyl floor tiles (both asbestos-containing and non asbestos-containing), ceramic tiles, carpeting, and painted concrete. An applied undercoating on kitchen sinks present in all apartment units tested positive for asbestos. Thermal System Insulation (TSI) in the form of fiberglass insulation on piping was observed throughout the building; neither protective jackets nor fittings tested positive for asbestos. The exterior of the building includes asbestos-containing window/door caulking and glazing as well as asbestos-containing roofing materials.

Prior to the commencement of the pre-renovation regulated materials survey, ARCADIS conducted a preliminary site assessment and reviewed existing floor plans of the Site, provided by the Brodsky Organization, in order to coordinate sampling activities with the least disturbance to occupants. The assessment was performed by Mr. Cory Snyder, Ms. Michelle Gomez, Mr. Alex Hernandez and Mr. Peter Banas.

ASBESTOS SURVEY

The asbestos survey was performed in accordance with the following federal, state, and local regulations:

- 29 CFR 1926.1101 – Asbestos Standard for the Construction Industry;
- 40 CFR 61, Subpart M – National Emissions Standards for Hazardous Air Pollutants, Asbestos;
- 40 CFR 763 – Asbestos Hazard Emergency Response Act;
- 12 NYCRR 56 – Asbestos Rules and Regulations; and
- RCNY Title 15, Chapter 1 – Asbestos Control Program Rules and Regulations.

Collectively, these regulations require a visual inspection of buildings and associated structures for ACM, and the analysis of representative samples of such materials, prior to initiating any demolition, renovation or construction activities, regardless of the building type or date of construction. In Appendix A of the publication *Guidance for Controlling Asbestos-Containing Materials in Buildings* (EPA-560/5-85-024), the EPA identifies typical suspect materials that must be evaluated during an inspection. In addition, the New York State Department of Labor and the New York City Department of Environmental Protection list specific suspect materials that must be sampled or assumed to be asbestos-containing in 12 NYCRR 56-5.1(f)(1) and RCNY Title 15, 1-02 respectively.

Bulk ACM is identified as a material composed of asbestos, of any type, in an amount greater than 1% either alone or mixed with other fibrous or non-fibrous materials. Suspect ACM is analyzed through the use of either Polarized Light Microscopy (PLM) or Transmission Electron Microscopy (TEM) depending upon the type of material being analyzed and specific state/local regulatory requirements. Although the EPA does not require TEM analysis for bulk samples, the New York State Department of Health has adopted more stringent asbestos regulations requiring TEM analysis (ELAP Method 198.4) for all non-friable, organically bound materials determined to be negative for asbestos by PLM analysis (ELAP Method 198.1 or 198.6).

During this survey, accessible areas of the Site were inspected for three basic types of ACM:

- *Surfacing Materials* that are sprayed on, troweled on, or otherwise applied to surfaces, such as acoustical plaster on ceilings, fireproofing materials on structural members, or other materials for acoustical, fireproofing, or decorative purposes;
- *Thermal System Insulation (TSI)*, which is applied to pipes, fittings, boilers, tanks, ducts, or other structural components to prevent heat loss or gain and water condensation; and
- *Miscellaneous Materials* on structural components, structural members or fixtures, such as floor and ceiling tiles, transite panels and piping, roofing materials, drywall and joint compounds, grouts, tars, mastics, caulking, and other materials that are not classified as TSI or surfacing materials.

Minimum sample requirements for TSI, surfacing materials, and miscellaneous materials are specified under 40 CFR 763.86. While a minimum of three samples must be collected for each homogenous TSI, the minimum number of samples that must be collected for each homogenous surfacing material (*i.e.*, three, five, or seven samples) is dependent upon the square footage of material present. The minimum number of miscellaneous material samples that must be collected was considered to be one, until an EPA interpretation letter written in May 2007 stated that a minimum of two samples must be collected for each homogenous miscellaneous material.

During the asbestos survey, a total of 149 homogeneous areas (HAs) were identified and a total of 351 bulk samples were collected and submitted for laboratory analyses. Materials were identified that contain asbestos. The detailed and specific results of the asbestos survey are presented in the Attachments to this report as follows:

- Attachment B – Survey Results Summary Tables
- Attachment C – Laboratory Data Packages and Chains-of-Custody
- Attachment D – Sample Location Drawings
- Attachment E – Photographs

It should be noted that although destructive sampling was performed at the Site in order to identify materials which may be hidden or obstructed, it is possible that additional suspect ACM could be discovered during renovation activities. If during renovation activities suspect ACM material is encountered, the material must be sampled and analyzed for asbestos content prior to disturbance or removal.

LEAD PAINT SURVEY

A lead paint survey was performed at the Site to evaluate painted surfaces for the presence of Lead-Based Paint (LBP) and Lead-Containing Paint (LCP). All paint chip samples collected during the survey were analyzed for total lead using Flame Atomic Absorption Spectrometry (EPA Method SW846-3050B/7000B). According to 40 CFR 745.223, LBP is defined as paint that contains greater than or equal to 0.5% lead by dry weight. LCP is paint that contains less than 0.5% lead by dry weight.

Since both LBP and LCP are subject to the requirements set forth in the OSHA Lead in Construction Standard (29 CFR 1926.62), the results of the lead paint survey can be used to determine where demolition/construction activities will require compliance with the standard, and are also pertinent to the selection of an appropriate disposal site and/or recycling facility for demolition debris containing lead-painted surfaces.

During the survey, a total of 27 paint chip samples were collected and subjected to laboratory analyses for the presence of total lead. In addition, paint chip sample were collected to verify the presence of PCB oils within paint. Three paint samples contained lead. The detailed and specific results of the lead paint survey are presented in the Attachments to this report as follows:

- Attachment B – Survey Results Summary Tables
- Attachment C – Laboratory Data Packages and Chains-of-Custody
- Attachment D – Sample Location Drawings
- Attachment E – Photographs

The renovation contractor should be advised of these findings as they will be responsible for adherence to OSHA Lead in Construction Standard (29CFR 1926.62).

PCB CAULKING SURVEY

The survey included evaluation of interior and exterior caulking and paint for the presence of PCBs. All samples collected during the survey were analyzed for total PCBs using gas chromatography (EPA Method SW846-8082). The EPA, through the Toxic Substances Control Act (TSCA), regulates materials containing PCBs in total concentrations greater than and equal to 50 parts per million (ppm).

The results of this survey can be used to determine where renovation activities will require compliance with TSCA, and are also pertinent to the selection of an appropriate disposal site that can accept demolition debris containing PCB-containing caulking. Furthermore, since any caulking with a detectable concentration of PCBs could result in PCB exposures to workers performing renovation activities, the analytical results of this sampling can also be used to help identify acceptable safety work practices.

During the survey, a total of 8 caulking/paint samples were collected and submitted for laboratory analyses. Analysis of these 8 samples confirmed the absence of PCB oils in caulking and paint. The detailed and specific results of the caulking survey are presented in the Attachments to this report as follows:

- Attachment B – Survey Results Summary Tables
- Attachment C – Laboratory Data Packages and Chains-of-Custody
- Attachment D – Sample Location Drawings
- Attachment E – Photographs

UNIVERSAL WASTE AND REGULATED MATERIALS INVENTORY

An inventory of universal waste items and items potentially containing regulated materials was conducted at the Site to assist contractors in identifying and locating these items for proper disposal and recycling in conjunction with renovation activities. Visual identification was performed to generate this inventory. Items containing regulated materials (*e.g.*, PCBs or mercury) are subject to the EPA's Standards for Universal Waste Management (40 CFR 273), the Resource Conservation and Recovery Act (RCRA), TSCA, and/or state and local requirements.

The detailed and specific results of the inventory are presented in the Attachments to this report as follows:

- Attachment B – Survey Results Summary Tables
- Attachment E – Photographs

Additional universal waste/regulated items that may be located or identified during renovation activities must be disposed of in accordance with regulatory standards.

CONCLUSIONS

ASBESTOS

According to federal, state, and local regulations, all friable and non-friable ACM must be removed prior to any demolition or construction activities that may disturb those materials. This should be accomplished through the preparation of work specifications that require state-of-the-art equipment and methods for abatement. A New York State-certified Asbestos Project Designer must prepare the abatement design documents. Independent third-party air monitoring must be performed by a New York State-certified Asbestos Air Sampling Technician or Asbestos Project Monitor, prior to, during, and at the conclusion of all abatement activities, to ensure compliance with state and local regulations, to protect the health and welfare of site personnel and the general public.

According to the New York State Department of Environmental Conservation (NYSDEC), non-friable asbestos can be disposed of in a construction and demolition (C&D) debris landfill. All friable asbestos, however, must be disposed of in a municipal waste landfill permitted to accept asbestos-containing wastes by the EPA, as well as state, and local authorities. NYSDEC regulations pertaining to asbestos disposal are found in 6 NYCRR 360, Solid Waste Management Facilities.

Occupational asbestos exposure during demolition and construction activities is regulated by OSHA's Asbestos Standard for the Construction Industry (29 CFR 1926.1101). Work covered under the OSHA standard includes, but is not limited to:

- Demolition or salvage of structures where ACM is present;
- Removal or encapsulation of ACM;
- New construction, alteration, repair or renovation of structures, substrates, or portions thereof that contain ACM; and
- Transportation, disposal, storage, or containment of ACM on the site or location at which construction activities are performed.

The OSHA Permissible Exposure Limit (PEL) for worker exposures to airborne asbestos fiber concentrations is 0.1 fibers per cubic centimeter (f/cc) of air as an 8-hour Time- Weighted Average (TWA). The corresponding Excursion Limit requires that no employee be exposed to an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air (1 f/cc) averaged over a sampling period of thirty

(30) minutes. At or above these limits, employers are required to follow all of the requirements set forth in 29 CFR 1926.1101. The contractor will be responsible for following the requirements of all federal, state, and local regulations during all abatement and demolition/construction activities conducted at the Site.

LEAD PAINT

Prior to the disposal of demolition wastes containing lead-painted materials, the disposal facility should be contacted to determine if the selected landfill requires analytical testing prior to accepting the wastes. If necessary, the paint chip analytical results from this inspection can be used to assist with developing a specific waste profile. The disposal of lead-painted components must be conducted in accordance with all applicable state and federal regulations, including RCRA regulations. Items that are not recycled would be subject to RCRA regulations. Under RCRA, lead-contaminated waste is regulated as a hazardous waste if the Toxicity Characteristic Leaching Procedure (TCLP) result exceeds 5.0 milligrams per liter (mg/L). ARCADIS has been requested to submit paint samples from the exterior fire escape for TCLP laboratory analysis; results indicate that the paint is above the 5.0 mg/L guideline, therefore must be disposed of as hazardous waste.

Wastes intended for recycling (*e.g.*, painted scrap metal) are exempt from the definition of solid/hazardous waste under RCRA and NYSDEC regulations (6 NYCRR 371.1(c)(7)). However, the recycling operators must still be notified of the presence of lead paint on wastes to be recycled in order to ensure proper handling.

Occupational lead exposure during construction activities is regulated by OSHA's Lead in Construction Standard, 29 CFR 1926.62. Work covered under the OSHA standard includes, but is not limited to:

- Demolition or salvage of structures where lead or materials containing lead are present;
- Removal or encapsulation of materials containing lead;
- New construction, alteration, repair or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead; and
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed.

The OSHA PEL for worker exposures to airborne lead concentrations is 50 micrograms per cubic meter of air ($\mu g/m^3$) as an 8-hour TWA. The OSHA Action Level is 30 $\mu g/m^3$. At or above these limits, employers are required to follow all of the requirements set forth in 29 CFR 1926.62. Various levels of potential employee exposure while performing specific work tasks are listed in the standard along with guidance regarding corresponding personnel protective equipment (PPE) (*e.g.*, respirators), air monitoring, and medical surveillance requirements. The contractor will be responsible for following the requirements of the standard during work tasks to be conducted at the Site.

PCB CAULKING

The NYSDEC considers any waste with a total PCB concentration greater than or equal to 50 ppm as a "hazardous waste" (6 NYCRR 374.4(e)). Under TSCA, PCB-containing caulking is classified as a "PCB bulk product waste," if the total concentration of PCBs in the caulking (*i.e.*, the sum of all Aroclors present) is greater than or equal to 50 ppm (40 CFR 761.3). PCB-containing caulking with a total PCB concentration less than 50 ppm can be disposed of as regular construction and demolition debris.

OSHA has not developed a comprehensive standard for occupational PCB exposures during construction activities. However, OSHA has developed PELs for individual PCB Aroclor mixtures. According to 29 CFR 1910.1000, Table Z-1, the PEL for Aroclor 1242 is 1.0 milligram per cubic meter of air (mg/m^3) as an 8-hour TWA. The PEL for Aroclor 1254 is 0.5 mg/m^3 as an 8-hour TWA. If PCB-containing caulking will be disturbed during demolition/construction activities at the Site, the contractor will be responsible for following all OSHA requirements relating to potential PCB exposures.

UNIVERSAL WASTE AND REGULATED MATERIALS

Mercury-containing items (*e.g.*, fluorescent light bulbs, switches, thermostats, and thermometers) must be properly removed and packaged prior to disposal. Typically, these items can be recycled under the EPA's Standards for Universal Waste Management (40 CFR 273). Items that are not recycled would be considered "hazardous wastes" and would be subject to RCRA regulations. Under RCRA, mercury-contaminated waste is regulated as a hazardous waste if the TCLP result exceeds 0.2 mg/L.

PCB-containing items (*e.g.*, fluorescent light ballasts with PCB-containing fluids in their capacitors) must also be properly removed and packaged prior to disposal. These items are subject to TSCA disposal requirements when the concentration of PCBs in the item is greater than or equal to 50 ppm. When the PCB concentration in the item is less than 50 ppm, the item can be recycled or disposed of in a municipal landfill. In general, if a suspect PCB-containing item does not have a manufacturer's label on it stating "No PCBs," it should be assumed that the item contains PCBs at or above 50 ppm.

CLOSING

The pre-renovation regulated materials survey described herein was conducted by the undersigned of ARCADIS. ARCADIS' investigation consisted solely of the activities described herein. Prior to performing renovation or demolition activities, the existing data should be reviewed to confirm that all building materials that may be disturbed have been evaluated to determine if they are or contain regulated materials, and that the existing data is complete and complies with all laws and regulations.

ARCADIS

Mr. Steven Hirschberg
The Brodsky Organization
July 27, 2011

Please do not hesitate to call us at 908.526.1000, if you have questions regarding the results of this survey or if you require additional information.

Sincerely,

ARCADIS U.S., Inc.

Toby Ledbetter
Asbestos Inspector – NY, 99-21271
Asbestos Investigator – NYC, 117795
Lead Inspector – NY, NY-R-5148-2

Alexander J. Hernandez, PE
Principal Engineer

Joseph J. Dultz, CHMM
Principal Scientist

AJH/ymt

Attachments:

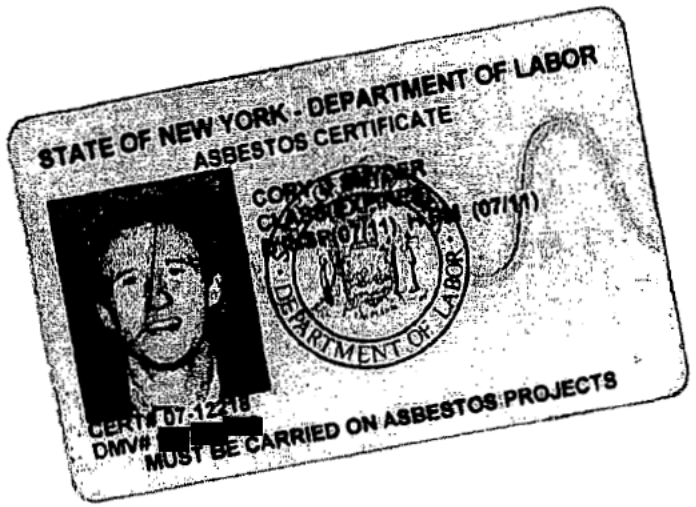
A Certifications
B Survey Results Summary Tables
C Laboratory Data Packages and Chains-of-Custody
D Sample Location Drawings
E Photographs

ARCADIS

Attachment **A**

Certifications


New York
INSPECTOR
Certified Lead-Based
Paint Professional


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
DEPARTMENT OF LABOR
MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



JONATHAN J LEDBETTER
CLASS (EXPIRED)
WATER(01/12) INSP(01/12)
ENGPL(01/12) HYPH (01/12)
EXP 01/12

CERT# 99-21271
DMV# [redacted]
MUST BE CARRIED ON ASBESTOS PROJECTS

New York
RISK ASSESSOR



Certified Lead-Based Paint Professional

Certification No NY-R-6148-2	
Date of Birth [redacted]	Expiration Date 10/28/2013
Address [redacted]	
Badge Holder's Name Jonathan T. Ledbetter	
Badge Holder's Signature	

If found, drop in any mailbox
Postmaster: Please return to:
US EPA
1200 Pennsylvania Ave, NW
(MC-7404T)
Washington, DC 20460
or call 1-800-424-LEAD

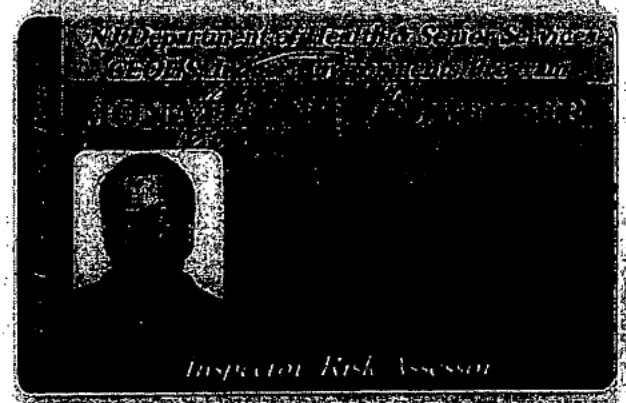
[redacted]

WALLET CARD
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME		
JONATHAN T LEDBETTER		
VALIDATION NO	LICENSE NO	CURRENT THROUGH
03-175941	000755	01/31/12

PROFESSION
ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE



Inspector Risk Assessor

NYC DEP Asbestos Control Program
Asbestos Certificate



LEDBETTER
JONATHAN T
INVESTIGATOR
917786
EXPIRES: 1/21/2012
DOB: [redacted]

Must be carried on all asbestos projects

This PERMIT has been issued in accordance with N.J.A.C. 8:61. You MUST have this PERMIT with you any time you are performing work for which it is required. Failure to secure this PERMIT or violation of conditions in this PERMIT may result in civil administrative PENALTY of up to $1,000/day for the first offense and up to $5,000/day for each subsequent offense. Each day shall be considered a separate offense.

To report a loss of which PERMIT, donate to a PERMIT, or to find out how to get a PERMIT, contact the NJ DHSS (see below).

EMAIL: [redacted] TELEPHONE: 609-826-4950
WEB: www.state.nj.us/health/eoh FAX: 609-826-4975
ADDRESS: NJ DHSS CEOHS, Indoor Environments Program
PO Box 372, Trenton, NJ 08625-0372

If this PERMIT is found abandoned, please send it to the above address.

Issued By	Permit Holder Signature	Issue Date
CIM	[redacted]	2/2/2011

SSPC The Society For Protective Coatings

AUTHORIZED IACET PROVIDER

IACET Provider # 3375

American Board of Industrial Hygiene
Approved Provider #08-3245

Florida Board of Professional Engineers
Provider #0004326
Sequence #0000067

CERTIFICATE OF COMPLETION

Toby Ledbetter

has successfully completed a course and exam

C-5 Supervisor/Competent Person Refresher Training for Deleading of Industrial Structures

and is awarded

.8 Continuing Education Units

Will Ledbetter
Executive Director

Russ Brown
President

Forest Hills, NY
Location

June 29, 2010
Date

Adam McGreevy
Instructor(s)

ARCADIS

Attachment **B**

Survey Results Summary Tables

420 West 20th Street, LLC, New York, New York
Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results[1]	Approximate Total Quantity of HA in Building[2]
191	01	Gypsum Wallboard	1st Floor - Apt 1G, Corridor Wall	None Detected (PLM)	164,000 SF
128				None Detected (PLM)	
055			5th Floor – West Stairwell	None Detected (PLM)	
142			5th Floor - Apt 5J, Kitchen	None Detected (PLM)	
151				None Detected (PLM)	
192	02	Joint Compound with HA01	1st Floor – Corridor	None Detected (PLM)	164,000 SF
129				None Detected (PLM)	
143			5th Floor - Apt 5J, Kitchen	None Detected (PLM)	
152			5th Floor - Apt 5J, Kitchen	None Detected (PLM)	
144	03	Brown 4" Vinyl Covebase	5th Floor - Apt 5J, Kitchen	None Detected (PLM) None Detected (TEM)	5,000 LF
197			1st Floor - Apt 1G, Corridor	None Detected (PLM) None Detected (TEM)	
145	04	Yellow Mastic with HA03	5th Floor - Apt 5J, Kitchen	None Detected (PLM) None Detected (TEM)	5,000 LF
198			1st Floor - Apt 1G, Corridor	None Detected (PLM) None Detected (TEM)	
190	05	White Interior Window and Counter Caulk	5th Floor - Apt 5J, Bathroom	None Detected (PLM) None Detected (TEM)	800 LF
189				None Detected (PLM) None Detected (TEM)	
146			5th Floor - Apt 5J, Kitchen	None Detected (PLM) None Detected (TEM)	
125			1st Floor - Apt 1G, Kitchen	None Detected (PLM) None Detected (TEM)	
147			5th Floor - Apt 5J, Kitchen	None Detected (PLM) None Detected (TEM)	
148	06	White Glue Dab between Counter Laminate	5th Floor - Apt 5J, Kitchen	None Detected (PLM) <1% Anthophyllite <1% Chrysotile <1% Total	450 SF

[1] An asbestos-containing material (ACM) is any material containing greater than 1% asbestos (*e.g.*, chrysotile) according to federal, state, and local regulations. If one sample from a homogenous area tested positive for asbestos at a level greater than 1%, the remaining samples collected from the homogenous area were not analyzed since the entire homogenous area must be classified as ACM regardless of additional analytical results. Analytical results for these homogenous samples are indicated as 'positive stop'. All samples were analyzed via polarized light microscopy (PLM) and/or Transmission Electron Microscopy (TEM) in accordance with New York State Department of Health requirements.

[2] ACM and non-ACM was quantified; sf = square feet; lf = linear feet

420 West 20th Street, LLC, New York, New York

Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
149				None Detected (PLM) <1% Anthophyllite	
150	07	Grey Undercoat to Kitchen Sink	5th Floor - Apt 5J, Kitchen	2.8% Chrysotile (PLM)	200 SF
199				Positive Stop	
153	08	Black Speckled White 12" Vinyl Floor Tile	5th Floor - Apt 5J, Kitchen	1.7% Chrysotile (TEM)	45 SF
154				Positive Stop	
155	09	Black Mastic with HA08	5th Floor - Apt 5J, Kitchen	1.1% Chrysotile (TEM)	45 SF
156				Positive Stop	
157	10	Marbled Brown 12" Vinyl Floor Tile	5th Floor - Apt 5J, Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
158				None Detected (PLM) None Detected (TEM)	
159	11	Black Mastic with HA10	5th Floor - Apt 5J, Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
160				None Detected (PLM) None Detected (TEM)	
161	12	Yellow Fiberglass Pipe Insulation	5th Floor - Apt 5J, Kitchen	None Detected (PLM)	1800 LF
162				None Detected (PLM)	
064	13	Black Mastic beneath Tongue and Groove Wood Floor	1st Floor – Apt 1G, Living Room	None Detected (PLM) None Detected (TEM)	37,500 SF
163			5th Floor - Apt 5J, Living Room	None Detected (PLM) None Detected (TEM)	
164				None Detected (PLM) None Detected (TEM)	
165	14	Black Mastic beneath Plywood Subfloor	5th Floor - Apt 5J, Closet	None Detected (PLM) <1% Anthophyllite <1% Total	37,500
166				None Detected (PLM) <1% Anthophyllite <1% Total*	

[1]An asbestos-containing material (ACM) is any material containing greater than 1% asbestos (*e.g.*, chrysotile) according to federal, state, and local regulations. If one sample from a homogenous area tested positive for asbestos at a level greater than 1%, the remaining samples collected from the homogenous area were not analyzed since the entire homogenous area must be classified as ACM regardless of additional analytical results. Analytical results for these homogenous samples are indicated as 'positive stop'. All samples were analyzed via polarized light microscopy (PLM) and/or Transmission Electron Microscopy (TEM) in accordance with New York State Department of Health requirements.

[2] ACM and non-ACM was quantified; sf = square feet; lf = linear feet

*<1% Anthophyllite
<1% Total

420 West 20th Street, LLC, New York, New York
Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results[1]	Approximate Total Quantity of HA in Building[2]
167	15	Yellow Glue Bead on Tongue and Groove Wood Floor	5th Floor - Apt 5J, Closet & Living Room	None Detected (PLM) None Detected (TEM)	37,500
168			5th Floor - Apt 5J, Closet & Living Room	None Detected (PLM) None Detected (TEM)	
196	16	Gray Cementitious Pipe Fitting	1st Floor – Apt 1G Bathroom	None Detected (PLM)	600 EA
015			Basement – Boiler Room	None Detected (PLM)	
169			5th Floor - Apt 5J, Closet	None Detected (PLM)	
170				None Detected (PLM)	
195			1st Floor - Apt 1G, Bathroom	None Detected (PLM)	
120	17	Gray Brick Mortar	1st Floor - Apt 1G ,Exterior to Living Room	None Detected (PLM)	56,000 SF
171			5th Floor - Apt 5J	None Detected (PLM)	
172			Bedroom/Ext. Fire Escape	None Detected (PLM)	
121	18	Window Caulk Black Exterior Window Caulk	1st Floor - Apt 1G, Exterior to Living Room	None Detected (PLM) None Detected (TEM)	7,280 LF
015			Roof 3 – Access Stair Window	None Detected (PLM) None Detected (TEM)	
014			Roof 1 – Access Stair Window	None Detected (PLM) None Detected (TEM)	
052			Basement – Laundry Room Window	None Detected (PLM) None Detected (TEM)	
063			2nd Floor – Corridor, Alley Bridge Window	None Detected (PLM) None Detected (TEM)	
074			Basement – Laundry Window at 20th St	None Detected (PLM) None Detected (TEM)	
173			5th Floor - Apt 5J, Exterior to Living Room	None Detected (PLM) <1% Anthophyllite <1% Total	
174				None Detected (PLM) <1% Anthophyllite <1% Total	

[1] An asbestos-containing material (ACM) is any material containing greater than 1% asbestos (*e.g.*, chrysotile) according to federal, state, and local regulations. If one sample from a homogenous area tested positive for asbestos at a level greater than 1%, the remaining samples collected from the homogenous area were not analyzed since the entire homogenous area must be classified as ACM regardless of additional analytical results. Analytical results for these homogenous samples are indicated as 'positive stop'. All samples were analyzed via polarized light microscopy (PLM) and/or Transmission Electron Microscopy (TEM) in accordance with New York State Department of Health requirements.

[2] ACM and non-ACM was quantified; sf = square feet; lf = linear feet

420 West 20th Street, LLC, New York, New York

Asbestos Survey Results Summary Table

Sample Number	Homogenous Area # (HA)	Material Description	Sample Location	Laboratory Analytical Results[1]	Approximate Total Quantity of HA in Building[2]
175	19	Black Interior Window Glazing	5th Floor - 'Apt 5J – Kitchen/Living Room	None Detected (PLM) None Detected (TEM)	8,280 LF
176			5th Floor - Apt 5J – Kitchen/Living Room	None Detected (PLM) None Detected (TEM)	
177	20	White Grout with 4" Ceramic Wall Tile	5th Floor - Apt 5J - Bathroom	None Detected (PLM)	3,600 SF
178				None Detected (PLM)	
179	21	Yellow Mastic with HA20	5th Floor - Apt 5J – Bathroom	None Detected (PLM) None Detected (TEM)	3,600 SF
180				None Detected (PLM) None Detected (TEM)	
181	22	Gray Grout with 1" Ceramic Floor Tile	5th Floor - Apt 5J - Bathroom	None Detected (PLM)	1,000 SF
182				None Detected (PLM)	
183	23	Red Fibrous Floor Tile Backing	5th Floor - Apt 5J - Bathroom	None Detected (PLM) None Detected (TEM)	1,000 SF
184				None Detected (PLM) None Detected (TEM)	
185	24	Red Thinset with HA23	5th Floor - Apt 5J - Bathroom	None Detected (PLM)	1,000 SF
186				None Detected (PLM)	
187	25	Gray Thinset with HA23 HA24	5th Floor - Apt 5J - Bathroom	None Detected (PLM)	1,000 SF
188				None Detected (PLM)	
193	27	Concrete Slab	1st Floor - Apt 1G – Bedroom 2	None Detected (PLM)	47,250 SF
194				None Detected (PLM)	
122	28	White Interior Window Glazing	1st Floor - Apt 1G - Living Room	None Detected (PLM) None Detected (TEM)	450 LF
123			1st Floor – Apt 15 – Living room	None Detected (PLM) None Detected (TEM)	
126	29	Green Painted Textured Wallpaper	1st Floor – Corridor	None Detected (PLM)	9,600 SF
127				None Detected (PLM)	

[1]An asbestos-containing material (ACM) is any material containing greater than 1% asbestos (*e.g.*, chrysotile) according to federal, state, and local regulations. If one sample from a homogenous area tested positive for asbestos at a level greater than 1%, the remaining samples collected from the homogenous area were not analyzed since the entire homogenous area must be classified as ACM regardless of additional analytical results. Analytical results for these homogenous samples are indicated as 'positive stop'. All samples were analyzed via polarized light microscopy (PLM) and/or Transmission Electron Microscopy (TEM) in accordance with New York State Department of Health requirements.

[2] ACM and non-ACM was quantified; sf = square feet; lf = linear feet

420 West 20th Street, LLC, New York, New York
Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
130	30	Light Brown Speckled 12" Vinyl Floor Tile	1st Floor – Corridor	4.0% Chrysotile (TEM)	4,000 SF
131				Positive Stop	
132	31	Black Mastic with HA30	1st Floor – Corridor	1.2% Chrysotile (TEM)	4,000 SF
133				Positive Stop	
134	32	White Plaster Top Coat	Basement – Heating Oil Tank Room	None Detected (PLM)	2,400 SF
135				None Detected (PLM)	
136				None Detected (PLM)	
137				None Detected (PLM)	
138				None Detected (PLM)	
139	33	Brown Plaster Bottom Coat	Basement – Heating Oil Tank Room	None Detected (PLM)	2,400 SF
140				None Detected (PLM)	
141				None Detected (PLM)	
142				None Detected (PLM)	
143				None Detected (PLM)	
003	34	Grey Tile Backing with HA53	Basement – Bathroom	None Detected (PLM) None Detected (TEM)	300 SF
004				None Detected (PLM) None Detected (TEM)	
005	35	White 2x2' Acoustical Ceiling Tile	Basement – Bathroom	None Detected (PLM) None Detected (TEM)	650 SF
006				None Detected (PLM) None Detected (TEM)	
007	36	Yellow Green 12" Vinyl Floor Tile	Basement – Bedroom	None Detected (PLM) None Detected (TEM)	650 SF
008				None Detected (PLM) None Detected (TEM)	
009	37	Yellow Mastic with HA36	Basement – Bedroom	None Detected (PLM) None Detected (TEM)	650 SF
010				None Detected (PLM) None Detected (TEM)	

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[2] ACM and non-ACM was quantified; sf = square feet; lf = linear feet

420 West 20th Street, LLC, New York, New York

Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)[1]	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
011	38	Red/Black Grout with Tan 12" Ceramic Floor Tile	Basement – Kitchen	None Detected (PLM) None Detected (TEM)	325 SF
012				None Detected (PLM) None Detected (TEM)	
013	39	Gray Leveling Compound with HA38	Basement – Kitchen	None Detected (PLM) None Detected (TEM)	325 SF
014				None Detected (PLM) None Detected (TEM)	
016				None Detected (PLM)	
017	40	Yellow Painted Wall Grout	Basement – Boiler Room	None Detected (PLM)	450 SF
018				None Detected (PLM)	
019	41	White Sink Undercoat	Basement – Kitchen	None Detected (PLM)	4 SF
020				None Detected (PLM)	
021	42	Green 12" Self-Stick Vinyl Floor Tile	3rd Floor Apt 3E - Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
022				None Detected (PLM) None Detected (TEM)	
023	43	Black (Tacky) Window Pane Interior Mastic	3rd Floor Apt 3E – Living Room	1.4% Chrysotile (PLM)	8,000 LF
024			3rd Floor Apt 3G – Living Room	Positive Stop	
025	44	Tan 12" Cork Laminate Floor Tile	3rd Floor Apt 3C - Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
026				None Detected (PLM) None Detected (TEM)	
027	45	Yellow Mastic with HA44	3rd Floor Apt 3C - Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
028				None Detected (PLM) None Detected (TEM)	
029	46	Beige 4" Vinyl Covebase	3rd Floor Apt 3C - Kitchen	None Detected (PLM) None Detected (TEM)	240 LF
030				None Detected (PLM) None Detected (TEM)	

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420 West 20th Street, LLC, New York, New York
Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
031	47	Yellow Mastic with HA46	3rd Floor Apt 3C - Kitchen	None Detected (PLM) None Detected (TEM)	240 LF
032				None Detected (PLM) None Detected (TEM)	
033	48	Tan Mastic with Wood Covebase	3rd Floor Apt 3C – Living Room	None Detected (PLM) None Detected (TEM)	70 LF
034				None Detected (PLM) None Detected (TEM)	
035	49	Gray Grout with 6" Hex Ceramic Floor Tile	1st Floor – Entrance Foyer	None Detected (PLM)	50 SF
036				None Detected (PLM)	
001	50	Gray Mastic beneath Coping Stone	Main Roof 3 – Tan Coping Stone	None Detected (PLM) None Detected (TEM)	600 SF
002				None Detected (PLM) None Detected (TEM)	
003	51	Black Tar with Fabric on Parapet Wall	Main Roof 3	3.6% Chrysotile (PLM)	1,800 SF
004			Main Roof 2	Positive Stop	
005			Main Roof 1	Positive Stop	
006	52	Miscellaneous Tar	Main Roof 3 – Rear Stair Escape	7.2% Chrysotile	250 SF
007			Main Roof 3 – Access Stair Exterior Wall	Positive Stop	
008			Main Roof 3 – Antenna	Positive Stop	
009			Main Roof 3 – Tan Coping Stone	Positive Stop	
010			Main Roof 2 – Tan Coping Stone	Positive Stop	
011			Between Main Roof 2 and 3 - Chimney	Positive Stop	
012			Main Roof 3 – Copper Flashing	Positive Stop	
013			Main Roof 1 – Vent Penetration	Positive Stop	
001	53	White Grout with Pink 4" Ceramic Wall Tile	Basement – Bathroom	None Detected (PLM)	300 SF
002				None Detected (PLM)	

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420 West 20th Street, LLC, New York, New York
Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
016	54	White Glazing on Window	Main Roof 1 – Access Stair Window	None Detected (PLM) None Detected (TEM)	30 LF
017			Main Roof 3 – Access Stair Window	None Detected (PLM) None Detected (TEM)	
018	55	Top Layer Tar and Paper on Access Stair Roof	Main Roof 1 – Roof of Access Stair	7.3% Chrysotile (PLM)	675 SF
019			Main Roof 2 – Roof of Access Stair	Positive Stop	
020			Main Roof 3 – Roof of Access Stair	Positive Stop	
021	56	Bottom Layer Tar and Paper on Access Stair Roof	Main Roof 1 – Roof of Access Stair	None Detected (PLM) None Detected (TEM)	675 SF
022			Main Roof 2 – Roof of Access Stair	None Detected (PLM) None Detected (TEM)	
023			Main Roof 3 – Roof of Access Stair	None Detected (PLM) None Detected (TEM)	
024	57	Brown Vermiculite Insulation	Main Roof 2 – Roof of Access Stair	None Detected (PLM)	725 SF
025			Main Roof 3 – Roof of Access Stair	None Detected (PLM)	
026			Alley Bridge Roof, between Main Roof 1 and Roof 2	None Detected (PLM)	
027	58	Top Layer Tar and Paper on Alley Bridge Roof	Between Main Roof 1 and Roof 2	1.3% Chrysotile (PLM)	50 SF
028			Between Main Roof 2 and Roof 3	Positive Stop	
029	59	Bottom Layer Tar and Paper on Alley Bridge Roof	Between Main Roof 1 and Roof 2	Positive Stop	50 SF
030			Between Main Roof 2 and Roof 3	Positive Stop	
031			Between Main Roof 2 and Roof 3	Positive Stop	
032	60	White Asphalt Shingle	Main Roof 1 Core	None Detected (PLM) None Detected (TEM)	6,000 SF
033			Main Roof 2 Core	None Detected (PLM) None Detected (TEM)	
034			Main Roof 3 Core	None Detected (PLM) None Detected (TEM)	

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420 West 20th Street, LLC, New York, New York
Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
035	61	Tar Paper with Yellow Foam Insulation	Main Roof 1 Core	None Detected (PLM) None Detected (TEM)	6,000 SF
036			Main Roof 2 Core	None Detected (PLM) None Detected (TEM)	
037			Main Roof 3 Core	None Detected (PLM) None Detected (TEM)	
038	62	Top Tar and Paper Layer on Lower Roof	Main Roof 1 Core	5.1% Chrysotile (PLM)	6,000 SF
039			Main Roof 2 Core	Positive Stop	
040			Main Roof 3 Core	Positive Stop	
041	63	Middle Tar and Paper Layer on Lower Roof	Main Roof 1 Core	1.7% Chrysotile (PLM)	6,000SF
042			Main Roof 2 Core	Positive Stop	
043			Main Roof 3 Core	Positive Stop	
044	64	Bottom Tar and Paper Layer on Lower Roof	Main Roof 1 Core	1.6% Chrysotile (PLM)	6,000 SF
045			Main Roof 2 Core	Positive Stop	
046			Main Roof 3 Core	Positive Stop	
053	65	Grey Grout with 1" Hex Blue Tile	3rd Floor – Apt 3J, Kitchen Stove Backsplash	None Detected (PLM)	12 sf
054				None Detected (PLM)	
061	66	White Plaster on CMU with HA29	4th Floor – Corridor	None Detected (PLM)	9,600 SF
056			4th Floor – West Stairwell	None Detected (PLM)	
057	67	Dark Green 12" Vinyl Floor Tile	4th Floor – Apt 4D, Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
058				None Detected (PLM) None Detected (TEM)	
059	68	Beige Mastic with HA67	4th Floor – Apt 4D, Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
060				None Detected (PLM) None Detected (TEM)	
065	69	Black Caulk on Door Jamb	1st Floor – Apt 1G, Living Room	5.3% Chrysotile (PLM)	10 LF
066				Positive Stop	

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420 West 20th Street, LLC, New York, New York

Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
068	70	Tan Marbled Self-Stick 12" Vinyl Floor Tile	1st Floor – Apt 1H, Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
069				None Detected (PLM) None Detected (TEM)	
070	71	Black 2x2 Floor Tile	Elevator Cars	None Detected (PLM) None Detected (TEM)	30 SF
071				None Detected (PLM) None Detected (TEM)	
075	72	White Coating on Heating Oil Pipe	Basement Exterior facing 20th St.	None Detected (PLM) None Detected (TEM)	6 LF
076				None Detected (PLM) None Detected (TEM)	
01 (Sampled 7/6/11)	01	Beige 12" Vinyl Floor Tile	5th Floor – Apt.5G, Kitchen	11.3% Chrysotile (TEM)	266 SF
02 (Sampled 7/6/11)				Positive Stop	
03 (Sampled 7/6/11)	02	Beige Mastic with HA 01	5th Floor – Apt.5G, Kitchen	1.5% Chrysotile (TEM)	266 SF
04 (Sampled 7/6/11)				Positive Stop	
05 (Sampled 7/6/11)	03	Light Brown Speckled 12" Vinyl Floor Tile	5th Floor – Apt.5D, Kitchen	None Detected (PLM) None Detected (TEM)	33 SF
06 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
07 (Sampled 7/6/11)	04	Beige Mastic with HA 03	5th Floor – Apt.5D, Kitchen	None Detected (PLM) None Detected (TEM)	33 SF
08 (Sampled 7/6/11)				None Detected (PLM) <1% Chrysotile <1% Total	
09 (Sampled 7/6/11)	05	Light Beige 12" Vinyl Floor Tile	4th Floor – Apt.4A, Kitchen	7.4% Chrysotile (TEM)	709 SF
10 (Sampled 7/6/11)				Positive Stop	

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Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results[1]	Approximate Total Quantity of HA in Building[2]
11 (Sampled 7/6/11)	06	Brown Mastic with HA 05	4th Floor – Apt.4A, Kitchen	None Detected (PLM) <1% Chrysotile <1% Total	709 SF
12 (Sampled 7/6/11)				None Detected (PLM) <1% Chrysotile <1% Total	
13 (Sampled 7/6/11)	07	Green 12" Self Stick Vinyl Floor Tile	4th Floor – Apt.4J, Kitchen	None Detected (PLM) None Detected (TEM)	50 SF
14 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
15 (Sampled 7/6/11)	08	Grey 12" Self Stick Vinyl Floor Tile	4th Floor – Apt.4F, Kitchen	None Detected (PLM) None Detected (TEM)	45 SF
16 (Sampled 7/6/11)				None Detected (PLM) <1% Chrysotile <1% Total	
17 (Sampled 7/6/11)	09	Grey Speckled 12" Vinyl Floor Tile	4th Floor – Apt.4G, Kitchen	None Detected (PLM) None Detected (TEM)	50 SF
18 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
19 (Sampled 7/6/11)	10	Beige Mastic with HA 09	4th Floor – Apt.4G, Kitchen	None Detected (PLM) <1% Chrysotile <1% Total	50 SF
20 (Sampled 7/6/11)				None Detected (PLM) <1% Chrysotile <1% Total	
21 (Sampled 7/6/11)	11	White Shell Pattern 12" Self Stick Vinyl Floor Tile	3rd Floor – Apt.3A, Kitchen	None Detected (PLM) <1% Chrysotile <1% Total	31 SF
22 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
23 (Sampled 7/6/11)	12	Gypsum Joint Compound	3rd Floor – Apt.3A, Kitchen	None Detected (PLM)	250 LF

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420 West 20th Street, LLC, New York, New York

Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
24 (Sampled 7/6/11)	13	Gypsum Wallboard	3rd Floor – Apt.3A	None Detected (PLM)	4200 SF
25 (Sampled 7/6/11)	14	Black Window Caulking	2nd Floor – Apt. 2A, Living Room	None Detected (PLM) None Detected (TEM)	20 LF
26 (Sampled 7/6/11)	15	Brown Shell Pattern 12" Self Stick Vinyl Floor Tile	1st Floor – Apt. 1H, Kitchen	None Detected (PLM) <1% Chrysotile <1% Total	36 SF
27 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
28 (Sampled 7/6/11)	16	Brown 12" Self Stick Vinyl Floor Tile	1st Floor – Apt. 1J, Kitchen	None Detected (PLM) None Detected (TEM)	50 SF
29 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
30 (Sampled 7/6/11)	17	White 12" Self Stick Vinyl Floor Tile	1st Floor – Apt. 1C, Kitchen	None Detected (PLM) None Detected (TEM)	63 SF
31 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
D01 (Sampled 7/6/11)	01	Pulp Thumbtack Board	DAYCARE, Room 1, Room 2, & Hallway	None Detected (PLM)	1000 SF
D02 (Sampled 7/6/11)				None Detected (PLM)	
D03 (Sampled 7/6/11)				None Detected (PLM)	
D04 (Sampled 7/6/11)	02	White Speckled 12" Vinyl Floor Tile	DAYCARE, Room 1	None Detected (PLM) None Detected (TEM)	165 SF
D07 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
D05 (Sampled 7/6/11)	03	Brown Mastic with HA 02	DAYCARE, Room 1	1.4% Chrysotile 1.4% Total	165 SF
D06 (Sampled 7/6/11)				Positive Stop	

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Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results	Approximate Total Quantity of HA in Building[2]
D08 (Sampled 7/6/11)	04	Light Grey Speckled 12" Vinyl Floor Tile	DAYCARE, Room 1, Hallway, Staff Bathroom	19.0% Chrysotile (TEM)	396 SF
D09 (Sampled 7/6/11)				<1% Chrysotile <1% Total	
D10 (Sampled 7/6/11)	05	Beige Mastic with HA 04	DAYCARE, Room 1, Hallway, Staff Bathroom	3.5% Chrysotile 3.5% Total	396SF
D11 (Sampled 7/6/11)				Positive Stop	
D12 (Sampled 7/6/11)	06	Dark Brown 12" Vinyl Floor Tile	DAYCARE, Room 1	None Detected (PLM) None Detected (TEM)	6 SF
D13 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
D14 (Sampled 7/6/11)	07	Grey Streaked 12" Vinyl Floor Tile	DAYCARE, Room 1	None Detected (PLM) None Detected (TEM)	22 SF
D15 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
D16 (Sampled 7/6/11)	08	Dark Off White Speckled 12" Vinyl Floor Tile	DAYCARE, Room 1 & Room 2	None Detected (PLM) None Detected (TEM)	200 SF
D17 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
D18 (Sampled 7/6/11)	09	Gypsum Wallboard	DAYCARE, Room 1 & Room 2	None Detected (PLM)	6500 SF
D19 (Sampled 7/6/11)				None Detected (PLM)	
D20 (Sampled 7/6/11)	10	Gypsum Joint Compound	DAYCARE, Room 1 & Room 2	None Detected (PLM)	2500 LF
D21 (Sampled 7/6/11)				None Detected (PLM)	
D22 (Sampled 7/6/11)	11	Brown Heavy Speckled 12" Vinyl Floor Tile	DAYCARE, Room 2	None Detected (PLM) None Detected (TEM)	100 SF
D23 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	

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420 West 20th Street, LLC, New York, New York
Asbestos Survey Results Summary Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results[1]	Approximate Total Quantity of HA in Building[2]
D24 (Sampled 7/6/11)	12	Beige Mastic with HA 11	DAYCARE, Room 2	None Detected (PLM) None Detected (TEM)	100SF
D25 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
D26 (Sampled 7/6/11)	13	Plaster Wall	DAYCARE, Room 1 & Hallway	None Detected (PLM)	4500 SF
D27 (Sampled 7/6/11)				None Detected (PLM)	
D28 (Sampled 7/6/11)				None Detected (PLM)	
D29 (Sampled 7/6/11)	14	Plaster Ceiling	DAYCARE, Room 1, Room 2, & Hallway	None Detected (PLM)	5100 SF
D30 (Sampled 7/6/11)				None Detected (PLM)	
D31 (Sampled 7/6/11)				None Detected (PLM)	
D32 (Sampled 7/6/11)	15	Floor Tile Mortar	DAYCARE, Bathroom 1	None Detected (PLM)	25 LF
D33 (Sampled 7/6/11)				None Detected (PLM)	
D34 (Sampled 7/6/11)	16	Floor Tile Adhesive	DAYCARE, Bathroom 1	None Detected (PLM) None Detected (TEM)	45 SF
D35 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
D36 (Sampled 7/6/11)	17	4" Cove Base	DAYCARE, Throughout	None Detected (PLM) None Detected (TEM)	300 LF
D37 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	
D38 (Sampled 7/6/11)	18	Brown Mastic with HA 17	DAYCARE, Beige Mastic with HA 17	None Detected (PLM) None Detected (TEM)	300 LF
D39 (Sampled 7/6/11)				None Detected (PLM) None Detected (TEM)	

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420 West 20th Street, New York, NY
Lead Paint Survey Summary of Results Table

Sample Number	Homogenous Areas (HA)	Material Description	Sample Location	Laboratory Analytical Results
101	PC-01	White Wall and Ceiling Paint	5th Floor – Apt 5J, Living Room	<0.010%
102	PC-02	Black Paint on Original Wood Floor	5th Floor – Apt 5J, Closet	0.88%
100	PC-03	Clear Coat on New Tongue and Groove Wood Floor	5th Floor – Apt 5J, Living Room	<0.010%
103	PC-04	White Exterior Paint	5th Floor – Northeast Building Exterior	<0.010%
105	PC-05	Gray Paint on Rear Fire Escape	5th Floor – Apt 5J, Exterior to Living Room	0.77%
108	PC-06	Brown Varnish on Original Wood Floor	1st Floor – Apt 1G, Bedroom 2	0.34%
109	PC-07	Brown Wall and Ceiling Paint	Basement – Heating Oil Tank Room	23%
110	PC-08	Black Paint on Heating Oil Tank	Basement – Heating Oil Tank	0.47%
112	PC-09	White Wall Paint	Basement – Corridor	0.59%
113	PC-10	Brown Staircase Paint	Basement – West Stairwell	0.53%
114	PC-11	Beige Door Jamb Paint	Basement – Emergency Exit Door	<0.010%
115	PC-12	Black Floor Paint	Basement - Concrete Floor	0.035%
116	PC-13	Blue Paint on Boiler	Basement – Boiler Room	<0.010%
117	PC-14	Green Paint in Corridor	3rd Floor – Main Corridor	<0.010%
118	PC-15	Green Door and Trim Paint	1st Floor – Entry Foyer	0.023%
047	PC-16	Gray Floor Paint	Roof 2 - Elevator Control Room	0.047%
048	PC-17	Gray Paint on Control Panels	Roof 2 - Elevator Control Room	<0.010%
049	PC-18	Black Door Paint	Roof 2 - Elevator Control Room	<0.010%
050	PC-19	Black Stair Paint	Roof 2 - Elevator Control Room	0.035%
062	PC-20	Gray Paint on Fire Escape	3rd Floor - Alley Fire Escape	16%
072	PC-21	Black Stair Paint	Front Entrance Stairs to Basement	0.32%
077	PC-22	Black Paint on Fire Escape	5th Floor – Fire Escape on 20th St.	11%
LBP-01 (7/6/11)	L1	Blue Window Paint	DAYCARE-Window Bay	<0.010%
LBP-02 (7/6/11)	L2	Beige Wall Paint	DAYCARE-Room 1&2 Walls	<0.010%
LBP-03 (7/6/11)	L3	Lime Green Baseboard Paint	DAYCARE-Room 1&2 Baseboard Heater Covers	<0.010%
LBP-04 (7/6/11)	L4	Pink Wall Paint	DAYCARE-Room 1 Wall	<0.010%
LBP-05 (7/6/11)	L5	White Ceiling Paint	DAYCARE-Room 1&2 Ceilings	<0.010%

420 West 20th St, New York, NY

PCB Survey Summary Results Table

Sample Number	Homogenous Area (HA)	Material Description	Sample Location	Laboratory Analytical Results
104	PCB – 01	White Exterior Paint	5th Floor – Roof Parapet	None Detected
106	PCB – 02	Gray Paint on Fire Escape	5th Floor – Apt 5J, Rear Fire Escape	None Detected
107	PCB – 03	Black Exterior Window Caulk	5th Floor – Apt 5J, Exterior to Living Room	None Detected
124	PCB – 04	White Caulk	1st Floor – Apt 1G, Kitchen	None Detected
111	PCB – 05	Brown Wall Paint	Basement – Heating Oil Tank Room	None Detected
051	PCB – 06	Gray Caulk on Roof Access Stair Window	3rd Floor – Roof Access Stair Window	None Detected
067	PCB – 07	Black Caulk on Door Jamb	1st Floor – Apt 1G, Living Room Exit Door	None Detected
073	PCB - 08	White Coated Pipe	Basement – Exterior to Laundry Room	None Detected

ARCADIS

Attachment **C**

Laboratory Data Packages and
Chains-of-Custody

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0091

Attn: **Alex Hernandez**
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Project: BB018219.0000/ 422 WEST 20TH ST. / CHELSEA, NY

Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113484
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
BN034142	PLM NYS 198.1 Friable	5/25/2011	Gray/White	10.00% Cellulose	90%	None Detected	
031113464-0001	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM WALL BOARD / 5J KITCHEN / WALL	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034151	PLM NYS 198.1 Friable	5/25/2011	Gray/White	5.00% Cellulose	95%	None Detected	
031113464-0002	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM WALL BOARD / 5J KITCHEN / CEILING	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034143	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0003	PLM NYS 198.6 NOB				N/A		Not Analyzed
JOINT COMPOUND ASSOC. W/ HA-01/ 5J KIT/ WALL	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034152	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0004	PLM NYS 198.6 NOB				N/A		Not Analyzed
JOINT COMPOUND ASSOC. W/ HA-01/ 5J KIT/ CEILING	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034144	PLM NYS 198.1 Friable						Not Analyzed
031113464-0005	PLM NYS 198.6 NOB	5/20/2011	Brown		N/A	Inconclusive: None Detected	
4" COVE BASE (BROWN) / 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Brown		N/A	None Detected	
BN034197	PLM NYS 198.1 Friable						Not Analyzed
031113464-0006	PLM NYS 198.6 NOB	5/20/2011	Brown		N/A	Inconclusive: None Detected	
4" COVE BASE (BROWN) / 1G CORRIDOR	TEM NYS 198.4 NOB	5/20/2011	Brown		N/A	None Detected	
BN034145	PLM NYS 198.1 Friable						Not Analyzed
031113464-0007	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW/ BROWN MASTIC ASSOC. W/ HA-03/ 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	

Report Amended 08/24/2011 12:30:56 Replaces Report Amended 08/01/2011 15:21:31. Reason Code: Client-Other (see report comment)

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Project: **B8018219.0000/ 422 WEST 20TH ST. / CHELSEA, NY**

Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
BN034146	PLM NYS 198.1 Friable						Not Analyzed
031113464-0008	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW/ BROWN MASTIC ASSOC. W./ HA-03/ 1G CORRIDOR	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
BN034148	PLM NYS 198.1 Friable						Not Analyzed
031113464-0009	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive: None Detected	
WHITE COUNTER-TOP CAULK /5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	
BN034147	PLM NYS 198.1 Friable						Not Analyzed
031113464-0010	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive: None Detected	
WHITE COUNTER-TOP CAULK / 5J. KITCHEN	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	
BN034148	PLM NYS 198.1 Friable						Not Analyzed
031113464-0011	PLM NYS 198.6 NOB	5/20/2011	White	<1% Fibrous (other)	N/A	Inconclusive: None Detected	
WHT. GLUE DAUB ON LAMINATE COUNTER-TOP/5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	White		N/A	<1% Anthophyllite <1% Chrysotile <1% Total	
BN034149	PLM NYS 198.1 Friable						Not Analyzed
031113464-0012	PLM NYS 198.6 NOB	5/20/2011	White	<1% Fibrous (other)	N/A	Inconclusive: None Detected	
WHT. GLUE DAUB ON LAMINATE COUNTER-TOP/5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	White		N/A	<1% Anthophyllite <1% Total	
BN034150	PLM NYS 198.1 Friable						Not Analyzed
031113464-0013	PLM NYS 198.6 NOB	5/20/2011	Gray		N/A	2.8% Chrysotile 2.8% Total	
GREY SINK UNDERCOAT / 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
BN034199	PLM NYS 198.1 Friable						Not Analyzed
031113464-0014	PLM NYS 198.6 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
GREY SINK UNDERCOAT / 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	

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Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
BN034153	PLM NYS 198.1 Friable						Not Analyzed
031113464-0015	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive : <1% Chrysotile <1% Total	
12"X12" WHITE & BLACK VINYL FLOOR TILE/ 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	White		N/A	1.7% Chrysotile 1.7% Total	
BN034154	PLM NYS 198.1 Friable						Not Analyzed
031113464-0016	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive : <1% Chrysotile <1% Total	
12"X12" WHITE & BLACK VINYL FLOOR TILE/ 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
BN034155	PLM NYS 198.1 Friable						Not Analyzed
031113464-0017	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLACK MASTIC ASSOC. W./ HA-08/ 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	1.1% Chrysotile 1.1% Total	
BN034156	PLM NYS 198.1 Friable						Not Analyzed
031113464-0018	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLACK MASTIC ASSOC. W./ HA-08/ 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
BN034157	PLM NYS 198.1 Friable						Not Analyzed
031113464-0019	PLM NYS 198.6 NOB	5/20/2011	Brown		N/A	Inconclusive: None Detected	
12"X12" BROWN VINYL FLOOR TILE / 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Brown		N/A	None Detected	
BN034158	PLM NYS 198.1 Friable						Not Analyzed
031113464-0020	PLM NYS 198.6 NOB	5/20/2011	Brown		N/A	Inconclusive: None Detected	
12"X12" BROWN VINYL FLOOR TILE / 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Brown		N/A	None Detected	
BN034159	PLM NYS 198.1 Friable						Not Analyzed
031113464-0021	PLM NYS 198.6 NOB	5/20/2011	Black	<1% Glass	N/A	Inconclusive: None Detected	
BLACK MASTIC ASSOC. W./ HA-10/ 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	None Detected	

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Project: **BB018219.0000/ 422 WEST 20TH ST. / CHELSEA, NY**

Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
BN034160	PLM NYS 198.1 Friable						Not Analyzed
031113464-0022	PLM NYS 198.6 NOB	5/20/2011	Black	<1% Glass	N/A	Inconclusive: None Detected	
BLACK MASTIC ASSOC. W./ HA-10/ 5J KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	None Detected	
BN034161	PLM NYS 198.1 Friable	5/25/2011	White/Rust	30.00% Cellulose 50.00% Glass	20%	None Detected	
031113464-0023	PLM NYS 198.6 NOB				N/A		Not Analyzed
YELLOW FIBERGLASS W./ ALUMINUM WRAP / 5J KITCHEN	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034162	PLM NYS 198.1 Friable	5/25/2011	White/Rust	30.00% Cellulose 50.00% Glass	20%	None Detected	
031113464-0024	PLM NYS 198.6 NOB				N/A		Not Analyzed
YELLOW FIBERGLASS W./ ALUMINUM WRAP / 5J KITCHEN	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034163	PLM NYS 198.1 Friable						Not Analyzed
031113464-0025	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLK. MASTIC BENEATH TONGUE/GROOVE WOOD FL/5J LR.	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	None Detected	
BN034164	PLM NYS 198.1 Friable						Not Analyzed
031113464-0026	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLK. MASTIC BENEATH TONGUE/GROOVE WOOD FL/5J LR.	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	None Detected	
BN034165	PLM NYS 198.1 Friable						Not Analyzed
031113464-0027	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLK. MASTIC UNDER PLYWOOD SUBFLOOR/ 5J CLOSET	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	<1% Anthophyllite <1% Total	
BN034166	PLM NYS 198.1 Friable						Not Analyzed
031113464-0028	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLK. MASTIC UNDER PLYWOOD SUBFLOOR/ 5J CLOSET	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	<1% Anthophyllite <1% Total	

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Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
BN034167	PLM NYS 198.1 Friable						Not Analyzed
031113464-0029	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW GLUE BEAD UNDER T&G WOOD FL./5J LR & CLOSET	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
BN034168	PLM NYS 198.1 Friable						Not Analyzed
031113464-0030	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW GLUE BEAD UNDER T&G WOOD FL./5J LR & CLOSET	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
BN034169	PLM NYS 198.1 Friable	5/25/2011	Gray/White	40.00% Min. Wool	60%	None Detected	
031113464-0031	PLM NYS 198.6 NOB				N/A		Not Analyzed
CEMENT PIPE FITTING (GREY) / 5J CLOSET	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034170	PLM NYS 198.1 Friable	5/25/2011	Gray/White	40.00% Min. Wool	60%	None Detected	
031113464-0032	PLM NYS 198.6 NOB				N/A		Not Analyzed
CEMENT PIPE FITTING (GREY) / 5J CLOSET	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034171	PLM NYS 198.1 Friable	5/25/2011	Gray		100%	None Detected	
031113464-0033	PLM NYS 198.6 NOB				N/A		Not Analyzed
EXT. BRICK MORTAR / 5J BEDROOM / EXT. FIRE ESCAPE	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034172	PLM NYS 198.1 Friable	5/25/2011	Gray		100%	None Detected	
031113464-0034	PLM NYS 198.6 NOB				N/A		Not Analyzed
EXT. BRICK MORTAR / 5J BEDROOM / EXT. FIRE ESCAPE	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034173	PLM NYS 198.1 Friable						Not Analyzed
031113464-0035	PLM NYS 198.6 NOB	5/20/2011	Black	<1% Glass	N/A	Inconclusive: None Detected	
EXT. BLACK WINDOW CAULK	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	<1% Anthophyllite <1% Total	

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Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
BN034174	PLM NYS 198.1 Friable						Not Analyzed
031113464-0036	PLM NYS 198.6 NOB	5/20/2011	Black	<1% Glass	N/A	Inconclusive: None Detected	
EXT. BLACK WINDOW CAULK	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	<1% Anthophyllite <1% Total	
BN034175	PLM NYS 198.1 Friable						Not Analyzed
031113464-0037	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLACK WINDOW GLAZING (INTERIOR)/ 5J KITCHEN/LIVRM.	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	None Detected	
BN034176	PLM NYS 198.1 Friable						Not Analyzed
031113464-0038	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLACK WINDOW GLAZING (INTERIOR)/ 5J KITCHEN/LIVRM.	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	None Detected	
BN034177	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0039	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHITE 4" WALL TILE GROUT/ 5J BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034178	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0040	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHITE 4" WALL TILE GROUT/ 5J BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034179	PLM NYS 198.1 Friable						Not Analyzed
031113464-0041	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW MASTIC BEHIND 4" CERAMIC WALL TILE/ 5J BATH	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
BN034180	PLM NYS 198.1 Friable						Not Analyzed
031113464-0042	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW MASTIC BEHIND 4" CERAMIC WALL TILE/ 5J BATH	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
BN034181	PLM NYS 198.1 Friable	5/25/2011	Gray		100%	None Detected	
031113464-0043	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREY GROUT ASSOC. W./ 1" WHT. CERAMIC TILE/5J BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed

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Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
BN034132	PLM NYS 198.1 Friable	5/25/2011	Gray		100%	None Detected	
031113464-0044	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREY GROUT ASSOC. W./ 1" WHT. CERAMIC TILE/5J BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034133	PLM NYS 198.1 Friable						Not Analyzed
031113464-0045	PLM NYS 198.6 NOB	5/20/2011	Red	17.6% Glass	N/A	Inconclusive: None Detected	
RED FIBROUS FLOOR TILE BACKING / 5J BATH	TEM NYS 198.4 NOB	5/20/2011	Red		N/A	None Detected	
BN034134	PLM NYS 198.1 Friable						Not Analyzed
031113464-0046	PLM NYS 198.6 NOB	5/20/2011	Red	14.2% Glass	N/A	Inconclusive: None Detected	
RED FIBROUS FLOOR TILE BACKING / 5J BATH	TEM NYS 198.4 NOB	5/20/2011	Red		N/A	None Detected	
BN034135	PLM NYS 198.1 Friable	5/25/2011	Red	20.00% Glass	80%	None Detected	
031113464-0047	PLM NYS 198.6 NOB				N/A		Not Analyzed
RED THINSET ASSOC. W./ HA 23/ 5J BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034136	PLM NYS 198.1 Friable	5/25/2011	Red	20.00% Glass	80%	None Detected	
031113464-0048	PLM NYS 198.6 NOB				N/A		Not Analyzed
RED THINSET ASSOC. W./ HA 23/ 5J BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034137	PLM NYS 198.1 Friable	5/25/2011	Gray		100%	None Detected	
031113464-0049	PLM NYS 198.6 NOB				N/A		Not Analyzed
GRAY THINSET ASSOC. W./ HA23 AND HA 24, 5J BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034138	PLM NYS 198.1 Friable	5/25/2011	Gray		100%	None Detected	
031113464-0050	PLM NYS 198.6 NOB				N/A		Not Analyzed
GRAY THINSET ASSOC. W./ HA23 AND HA 24, 5J BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed

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Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
BN034189	PLM NYS 198.1 Friable						Not Analyzed
031113464-0051	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive: None Detected	
INTERIOR WHITE WINDOW CAULK / 5J BATH	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	
BN034190	PLM NYS 198.1 Friable						Not Analyzed
031113464-0052	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive: None Detected	
INTERIOR WHITE WINDOW CAULK / 5J BATH	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	
BN034191	PLM NYS 198.1 Friable	5/25/2011	Brown/White	10.00% Cellulose	90%	None Detected	
031113464-0053	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM WALL BOARD / 1G CORRIDOR WALL	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034192	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0054	PLM NYS 198.6 NOB				N/A		Not Analyzed
JOINT COMPOUND ASSOC. W / HA 01/ 1G CORRIDOR WALL	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034193	PLM NYS 198.1 Friable	5/25/2011	Gray		100%	None Detected	
031113464-0055	PLM NYS 198.6 NOB				N/A		Not Analyzed
CONCRETE SLAB / 1G / BEDROOM 2	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034194	PLM NYS 198.1 Friable	5/25/2011	Gray		100%	None Detected	
031113464-0056	PLM NYS 198.6 NOB				N/A		Not Analyzed
CONCRETE SLAB / 1G / BEDROOM 2	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034195	PLM NYS 198.1 Friable	5/25/2011	Gray	45.00% Min. Wool	55%	None Detected	
031113464-0057	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREY CEMENT PIPE FITTING / 1G BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034196	PLM NYS 198.1 Friable	5/25/2011	Gray	50.00% Min. Wool	50%	None Detected	
031113464-0058	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREY CEMENT PIPE FITTING / 1G BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed

Report Amended 08/24/2011 12:30:56 Replaces Report Amended 06/01/2011 15:21:31. Reason Code: Client-Other (see report comment)

EMSL Analytical, Inc.
397 West 38th Street, New York, NY 10018
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Attn: **Alex Hernandez**
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Fax: (908) 526-7888 Phone: (908) 526-1000
Project: **BB018219.0000/ 422 WEST 20TH ST. / CHELSEA, NY**

Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
BN034120	PLM NYS 198.1 Friable	5/25/2011	Tan	2.00% Hair	98%	None Detected	
031113464-0059	PLM NYS 198.6 NOB				N/A		Not Analyzed
EXT. BRICK MORTAR/ 1G LIVING ROOM	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034121	PLM NYS 198.1 Friable						Not Analyzed
031113464-0060	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
EXT. BLACK WINDOW CAULK/ 1G LIVING ROOM	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	None Detected	
BN034122	PLM NYS 198.1 Friable						Not Analyzed
031113464-0061	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive: None Detected	
WHITE WINDOW GLAZING/ 1G LIVING ROOM	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	
BN034123	PLM NYS 198.1 Friable						Not Analyzed
031113464-0062	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive: None Detected	
WHITE WINDOW GLAZING/ 1G LIVING ROOM	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	
BN034125	PLM NYS 198.1 Friable						Not Analyzed
031113464-0064	PLM NYS 198.6 NOB	5/20/2011	White		N/A	Inconclusive: None Detected	
WHITE KITCHEN COUNTER CAULK / 1G KITCHEN	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	
BN034126	PLM NYS 198.1 Friable	5/25/2011	Brown/Green	60.00% Cellulose	40%	None Detected	
031113464-0065	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREEN PAINTED TEXTURED WALL PAPER/ 1ST FL CORRIDOR	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034127	PLM NYS 198.1 Friable	5/25/2011	Brown/Green	70.00% Cellulose	30%	None Detected	
031113464-0066	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREEN PAINTED TEXTURED WALL PAPER/ 1ST FL CORRIDOR	TEM NYS 198.4 NOB				N/A		Not Analyzed

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Project: BB018219.0000/ 422 WEST 20TH ST. / CHELSEA, NY

Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
BN034128	PLM NYS 198.1 Friable	5/25/2011	Brown/White	10.00% Cellulose	90%	None Detected	
031113464-0067	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM WALL BOARD / 1ST FL CORRIDOR /	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034129	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0068	PLM NYS 198.6 NOB				N/A		Not Analyzed
JOINT COMPOUND ASSOC. W./ HA 01/ 1ST FL CORRIDOR	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034130	PLM NYS 198.1 Friable						Not Analyzed
031113464-0069	PLM NYS 198.6 NOB	5/20/2011	Brown		N/A	Inconclusive : <1% Chrysotile <1% Total	
12"X12" LT. BROWN W/ BRN. SPECK VINYL FT/ 1ST FL C	TEM NYS 198.4 NOB	5/20/2011	Brown		N/A	4.0% Chrysotile 4.0% Total	
BN034131	PLM NYS 198.1 Friable						Not Analyzed
031113464-0070	PLM NYS 198.6 NOB	5/20/2011	Brown		N/A	Inconclusive : <1% Chrysotile <1% Total	
12"X12" LT. BROWN W/ BRN. SPECK VINYL FT/ 1ST FL C	TEM NYS 198.4 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
BN034132	PLM NYS 198.1 Friable						Not Analyzed
031113464-0071	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLACK MASTIC ASSOC. W./ HA 30./ 1ST FL CORRIDOR	TEM NYS 198.4 NOB	5/20/2011	Black		N/A	1.3% Chrysotile 1.3% Total	
BN034133	PLM NYS 198.1 Friable						Not Analyzed
031113464-0072	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	Inconclusive: None Detected	
BLACK MASTIC ASSOC. W./ HA 30./ 1ST FL CORRIDOR	TEM NYS 198.4 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
BN034134	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0073	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHT. PLASTER TOP COAT/ BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed

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Project: BB018219.0000/422 WEST 20TH ST. / CHELSEA, NY

Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
BN034135	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0074	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHT. PLASTER TOP COAT/ BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034138	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0075	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHT. PLASTER TOP COAT/ BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034139	PLM NYS 198.1 Friable	5/25/2011	Brown		100%	None Detected	
031113464-0076	PLM NYS 198.6 NOB				N/A		Not Analyzed
BRN. PLASTER BOT. COAT/BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034140	PLM NYS 198.1 Friable	5/25/2011	Brown		100%	None Detected	
031113464-0077	PLM NYS 198.6 NOB				N/A		Not Analyzed
BRN. PLASTER BOT. COAT/BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034141	PLM NYS 198.1 Friable	5/25/2011	Brown		100%	None Detected	
031113464-0078	PLM NYS 198.6 NOB				N/A		Not Analyzed
BRN. PLASTER BOT. COAT/BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034142	PLM NYS 198.1 Friable	5/25/2011	Brown		100%	None Detected	
031113464-0079	PLM NYS 198.6 NOB				N/A		Not Analyzed
BRN. PLASTER BOT. COAT/BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034143	PLM NYS 198.1 Friable	5/25/2011	Brown		100%	None Detected	
031113464-0080	PLM NYS 198.6 NOB				N/A		Not Analyzed
BRN. PLASTER BOT. COAT/BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed

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Project: **BB018219.0000/ 422 WEST 20TH ST. / CHELSEA, NY**

Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
BN034137	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0081	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHT. PLASTER TOP COAT/ BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed
BN034138	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0082	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHT. PLASTER TOP COAT/ BSMT. HEATING OIL RM/ELEC.	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0001	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0083	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHT. GROUT ASSOC W/PINK 4" W. TILE/B. BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0002	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0084	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHT. GROUT ASSOC W/PINK 4" W. TILE/B. BATH	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0003	PLM NYS 198.1 Friable						Not Analyzed
031113464-0085	PLM NYS 198.6 NOB	5/20/2011	Gray		N/A	Inconclusive: None Detected	
GREY TILE BACKING ASSOC. W./ HA 33/ B. BATH	TEM NYS 198.4 NOB	5/20/2011	Gray		N/A	None Detected	
A0004	PLM NYS 198.1 Friable						Not Analyzed
031113464-0086	PLM NYS 198.6 NOB	5/20/2011	Gray		N/A	Inconclusive: None Detected	
GREY TILE BACKING ASSOC. W./ HA 33/ B. BATH	TEM NYS 198.4 NOB	5/20/2011	Gray		N/A	None Detected	
A0005	PLM NYS 198.1 Friable						Not Analyzed
031113464-0087	PLM NYS 198.6 NOB	5/20/2011	White	1.2% Glass	N/A	Inconclusive: None Detected	
WHITE 2'X2' CEILING TILE/ BSMT. BATH	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	
A0006	PLM NYS 198.1 Friable						Not Analyzed
031113464-0088	PLM NYS 198.6 NOB	5/20/2011	White	1.1% Glass	N/A	Inconclusive: None Detected	
WHITE 2'X2' CEILING TILE/ BSMT. BATH	TEM NYS 198.4 NOB	5/20/2011	White		N/A	None Detected	

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Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
A0007	PLM NYS 198.1 Friable						Not Analyzed
031113464-0089	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
12"X12" GREEN & YELLOW VINYL FT/ B. BEDS	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
A0008	PLM NYS 198.1 Friable						Not Analyzed
031113464-0090	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
12"X12" GREEN & YELLOW VINYL FT/ B. BEDS	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
A0009	PLM NYS 198.1 Friable						Not Analyzed
031113464-0091	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW MASTIC ASSOC. W/ HA 36/ B. BEDS	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
A0010	PLM NYS 198.1 Friable						Not Analyzed
031113464-0092	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW MASTIC ASSOC. W/ HA 36/ B. BEDS	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	<1% Chrysotile <1% Total	
A0011	PLM NYS 198.1 Friable						Not Analyzed
031113464-0093	PLM NYS 198.6 NOB	5/20/2011	Red /Black		N/A	Inconclusive: None Detected	
RED & BLK. GROUT ASSOC. W/ 12" TAN CERAMIC FT	TEM NYS 198.4 NOB	5/20/2011	Red /Black		N/A	None Detected	
A0012	PLM NYS 198.1 Friable						Not Analyzed
031113464-0094	PLM NYS 198.6 NOB	5/20/2011	Red /Black		N/A	Inconclusive: None Detected	
RED & BLK. GROUT ASSOC. W/ 12" TAN CERAMIC FT	TEM NYS 198.4 NOB	5/20/2011	Red /Black		N/A	None Detected	
A0013	PLM NYS 198.1 Friable	5/25/2011	Gray/Tan		100%	None Detected	
031113464-0095	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREY LEVELING COMPOUND ASSOC. W/ HA 38/	TEM NYS 198.4 NOB				N/A		Not Analyzed

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Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
A0014	PLM NYS 198.1 Friable	5/25/2011	Gray/Tan		100%	None Detected	
031113464-0096	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREY LEVELING COMPOUND ASSOC. W./ HA 38/	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0015	PLM NYS 198.1 Friable	5/25/2011	Gray	40.00% Min. Wool	60%	None Detected	
031113464-0097	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREY CEMENT PIPE FITTING / BSMT. BOILER RM. PIPE	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0016	PLM NYS 198.1 Friable	5/25/2011	Gray	40.00% Min. Wool	60%	None Detected	
031113464-0098	PLM NYS 198.6 NOB				N/A		Not Analyzed
GREY CEMENT PIPE FITTING / BSMT. BOILER RM. PIPE	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0017	PLM NYS 198.1 Friable	5/25/2011	Brown		100%	None Detected	
031113464-0099	PLM NYS 198.6 NOB				N/A		Not Analyzed
YELLOW PAINTED WALL GROUT/ BSMT. BOILER RM.	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0018	PLM NYS 198.1 Friable	5/25/2011	Brown		100%	None Detected	
031113464-0100	PLM NYS 198.6 NOB				N/A		Not Analyzed
YELLOW PAINTED WALL GROUT/ BSMT. BOILER RM.	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0019	PLM NYS 198.1 Friable	5/25/2011	White		100%	None Detected	
031113464-0101	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHITE UNDER COAT/ BSMT. KITCHEN SINK	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0020	PLM NYS 198.1 Friable	5/25/2011	White	25.00% Cellulose	75%	None Detected	
031113464-0102	PLM NYS 198.6 NOB				N/A		Not Analyzed
WHITE UNDER COAT/ BSMT. KITCHEN SINK	TEM NYS 198.4 NOB				N/A		Not Analyzed

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Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113484
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
A0021	PLM NYS 198.1 Friable						Not Analyzed
031113464-0103	PLM NYS 198.6 NOB	5/20/2011	Green		N/A	Inconclusive: None Detected	
12"X12" GREEN SELF-STICK VFT / 3RD FL APT 3E KITCH	TEM NYS 198.4 NOB	5/20/2011	Green		N/A	None Detected	
A0022	PLM NYS 198.1 Friable						Not Analyzed
031113464-0104	PLM NYS 198.6 NOB	5/20/2011	Green		N/A	Inconclusive: None Detected	
12"X12" GREEN SELF-STICK VFT / 3RD FL APT 3E KITCH	TEM NYS 198.4 NOB	5/20/2011	Green		N/A	None Detected	
A0023	PLM NYS 198.1 Friable						Not Analyzed
031113464-0105	PLM NYS 198.6 NOB	5/20/2011	Black		N/A	1.4% Chrysotile 1.4% Total	
BLACK STICKY WINDOW PANE MASTIC (INTERIOR)/ 3E	TEM NYS 198.4 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
A0024	PLM NYS 198.1 Friable						Not Analyzed
031113464-0106	PLM NYS 198.6 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
BLACK STICKY WINDOW PANE MASTIC (INTERIOR)/ 3G	TEM NYS 198.4 NOB	5/20/2011			N/A	Positive Stop (Not Analyzed)	
A0025	PLM NYS 198.1 Friable						Not Analyzed
031113464-0107	PLM NYS 198.6 NOB	5/20/2011	Tan		N/A	Inconclusive: None Detected	
12"X 2" TAN CORK FLOOR TILE/ 3C KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Tan		N/A	None Detected	
A0026	PLM NYS 198.1 Friable						Not Analyzed
031113464-0108	PLM NYS 198.6 NOB	5/20/2011	Tan		N/A	Inconclusive: None Detected	
12"X 2" TAN CORK FLOOR TILE/ 3C KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Tan		N/A	None Detected	
A0027	PLM NYS 198.1 Friable						Not Analyzed
031113464-0109	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW MASTIC ASSOC. W/ HA 44/ 3RD FL APT 3C KITC	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	<1% Chrysotile <1% Total	

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Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
A0028	PLM NYS 198.1 Friable						Not Analyzed
031113464-0110	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW MASTIC ASSOC. W./ HA 44/ 3RD FL APT 3C KITC	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	<1% Chrysotile <1% Total	
A0029	PLM NYS 198.1 Friable						Not Analyzed
031113464-0111	PLM NYS 198.6 NOB	5/20/2011	Beige		N/A	Inconclusive: None Detected	
BEIGE 4" COVE BASE / 3RD FL APT 3C KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Beige		N/A	None Detected	
A0030	PLM NYS 198.1 Friable						Not Analyzed
031113464-0112	PLM NYS 198.6 NOB	5/20/2011	Beige		N/A	Inconclusive: None Detected	
BEIGE 4" COVE BASE / 3RD FL APT 3C KITCHEN	TEM NYS 198.4 NOB	5/20/2011	Beige		N/A	None Detected	
A0031	PLM NYS 198.1 Friable						Not Analyzed
031113464-0113	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW MASTIC ASSOC. W./ HA 46/ 3RD FL APT 3C KIT	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
A0032	PLM NYS 198.1 Friable						Not Analyzed
031113464-0114	PLM NYS 198.6 NOB	5/20/2011	Yellow		N/A	Inconclusive: None Detected	
YELLOW MASTIC ASSOC. W./ HA 46/ 3RD FL APT 3C KIT	TEM NYS 198.4 NOB	5/20/2011	Yellow		N/A	None Detected	
A0033	PLM NYS 198.1 Friable						Not Analyzed
031113464-0115	PLM NYS 198.6 NOB	5/20/2011	Tan		N/A	Inconclusive: None Detected	
TAN MASTIC ASSOC. W./ WOOD COVE BASE/3C LIVING RM.	TEM NYS 198.4 NOB	5/20/2011	Tan		N/A	None Detected	
A0034	PLM NYS 198.1 Friable						Not Analyzed
031113464-0116	PLM NYS 198.6 NOB	5/20/2011	Tan		N/A	Inconclusive: None Detected	
TAN MASTIC ASSOC. W./ WOOD COVE BASE/3C LIVING RM.	TEM NYS 198.4 NOB	5/20/2011	Tan		N/A	None Detected	

Report Amended 08/24/2011 12:30:56 Replaces Report Amended 06/01/2011 15:21:31. Reason Code: Client-Other (see report comment)

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **Alex Hernandez**
ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876

Fax (908) 526-7886 Phone (908) 526-1000
Project: BB018219.0000/ 422 WEST 20TH ST. / CHELSEA, NY

Customer ID: ACAD78U
Customer PO:
Received: 05/11/11 12:55 PM
EMSL Order: 031113464
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
A0035	PLM NYS 198.1 Friable	5/25/2011	Gray/Red		100%	None Detected	
031113464-0117	PLM NYS 198.6 NOB				N/A		Not Analyzed
RED/GREY GROUT ASSOC. W/ 6" RED TILE /1ST FL FOYER	TEM NYS 198.4 NOB				N/A		Not Analyzed
A0036	PLM NYS 198.1 Friable	5/25/2011	Gray/Red		100%	None Detected	
031113464-0118	PLM NYS 198.6 NOB				N/A		Not Analyzed
RED/GREY GROUT ASSOC. W/ 6" RED TILE /1ST FL FOYER	TEM NYS 198.4 NOB				N/A		Not Analyzed

Note: Revisions made as per clients request

NOB = Non Friable Organically Bound
N/A = Not Applicable

Analyst(s)

Evie Sipukri
Jessica Cox
Steve Juszczuk

James Hall, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. The above test report relates only to the items tested. This test report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. EMSL bears no responsibility for sample collection activities or analytical method limitations. The results in this report meet all requirements of the NELAC Standards unless otherwise noted. The laboratory is not responsible for the accuracy of results when requested to physically separate and analyze layered samples. PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB's. Quantitative TEM is currently the only method that can be used to determine if a NOB material can be considered or treated as non-asbestos containing.

Samples analyzed by EMSL Analytical, Inc. New York, NY NYS ELAP 11508

Report Amended:08/24/2011 12:30:56 Replaces Report Amended 06/01/2011 15:21:31. Reason Code: Client-Other (see report comment)

THIS IS THE LAST PAGE OF THE REPORT.

031113464

EMSL ANALYTICAL, INC

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

EMSL Analytical, Inc.
[illegible] West 36th Street
[illegible], NY 10018
Phone: (212) 290-0463
Fax: (212) 290-0459

Company: ARCADIS-US

Street: 35 Columbia Rd

City: Branchburg State/Province: NJ Zip/Postal Code: Country:

Report To (Name): Cory Snyder / Alex Hernandez

Telephone #: 718 664 4825

Fax #:

Email Address: Cory.Snyder@arcadis-us.com

Project Name/Number: 422 West 29th St Chelsea NY B0018219.0000 alex.hernandez@arcadis-us.com

EMSL-Bill to: ☒ Same ☐ Different
If Bill to is Different please specify Third Party Billing requires written authorization from third party

Please Provide Results: ☐ Fax ☒ Email Purchase Order: U.S. State Samples Taken:

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☒ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PCM - Air
- ☐ NIOSH 7400
- ☐ w/ OSHA 8hr. TWA

PLM - Bulk (reporting limit)
- ☐ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)

Point Count
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)

Point Count w/Gravimetric
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)
- ☒ NYS 198.1 (friable in NY)
- ☒ NYS 198.6 NOB (non-friable-NY)
- ☐ NIOSH 9002 (<1%)

TEM – Air ☐ 4-4.5hr TAT (AHERA only)
- ☐ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312

TEM - Bulk
- ☐ TEM EPA NOB
- ☒ NYS NOB 198.4 (non-friable-NY)
- ☐ Chatfield SOP
- ☐ TEM Mass Analysis-EPA 600 sec. 2.5

TEM – Water: EPA 100.2
- Fibers >10µm ☐ Waste ☐ Drinking
- All Fiber Sizes ☐ Waste ☐ Drinking

TEM- Dust
- ☐ Microvac - ASTM D 5755
- ☐ Wipe - ASTM D6480
- ☐ Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite
- ☐ PLM CARB 435 - A (0.25% sensitivity)
- ☐ PLM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - C (0.01% sensitivity)
- ☐ EPA Protocol (Semi-Quantitative)
- ☐ EPA Protocol (Quantitative)

Other:
- ☐

☒ **Check For Positive Stop – Clearly Identify Homogenous Group**

Samplers Name: Cory Snyder Samplers Signature:

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
Area see attached sheets 1→14			5-9-25-10-11

Client Sample # (s): Total # of Samples: 102

Relinquished (Client): Date: Time:

Received (Lab): Date: 5/10 Time: 12:55PM

Comments/Special Instructions:
Longest TAT (2wks), Positive Stop to each HA, Email Results NYS samples

031113464

422 West 46th St. 5-9-11

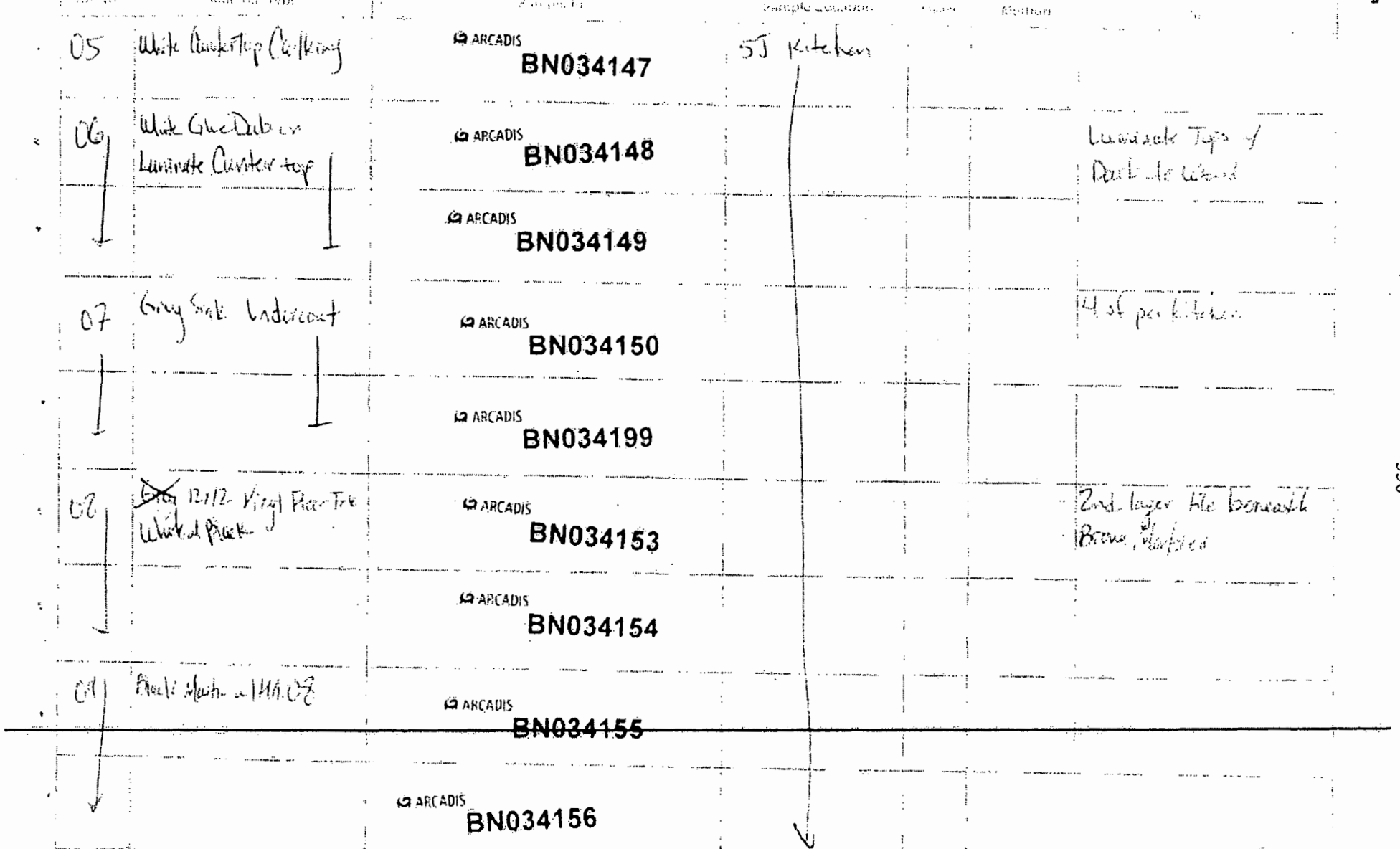
Sample No.	Material Type	Sample #	Sample Location	Floor	Method	Notes
01	Gypsum Wallboard	ARCADIS BN034142	Kitchen SJ			wall
		ARCADIS BN034151				Ceiling
02	Joint Compound on HA-01	ARCADIS BN034143				wall
02		ARCADIS BN034152				ceiling
03	4" Baseboard Brown	ARCADIS BN034144				Plaster Remains on Concrete Wall
		ARCADIS BN034197	16 Corridor			
04	Yellow Mastic on HA-03	ARCADIS BN034145				Yellow-Brown Debris
		ARCADIS BN034198				
05	White Countertop Caulk	ARCADIS BN034146				Sink

03111346

1 of 1

355

031113464



031113464

ARCADIS BN034157

10 12" Brown Vinyl Floor Tiles

5J kitchen

ARCADIS BN034158

ARCADIS BN034159

11 Black Mastic w/HA-10

ARCADIS BN034160

ARCADIS BN034161

12 Yellow Fibrous w/ Aluminum Wrap

Carpet over Concrete Found w/ Carpet Pad. Est 12 Tiles/pc out of more

ARCADIS BN034162

ARCADIS BN034163

13 Black Mastic beneath Tan Tongue/Groove Wood Floor

5J ~~Office~~ living Room

Mastic on Plywood Sub

ARCADIS BN034164

ARCADIS BN034165

14 Black Mastic (w/Paint) under Plywood subfloor

5J closet

03111464

3 of 14

14	Blk Mastic under Plywood Subfloor (Crawl)	ARCADIS BN034166	5J Closet.		Painted also PC-02
15	Yellow Glue bead Under Tap Nail Floor w/ Tongue + Groove	ARCADIS BN034167	5J Living Room Closet		T+G Glue
		ARCADIS BN034168			
16	White Cement Pipe Fitting Grey	ARCADIS BN034169	5J Closet		Water based Wrap - Natural Synthetic Taken w/ Grey Tube Core
		ARCADIS BN034170			
17	Ext. Brick Mortar	ARCADIS BN034171	5J Bedroom Exterior Corner		
		ARCADIS BN034172			
18	Ext. Black window Caulk	ARCADIS BN034173			On windows
		ARCADIS BN034174			

21 of 114

03111134641

03111134641

358

Mastic 19 Black Window Glazing (Interior)

ARCADIS BN034175

ARCADIS BN034176

55 Kitchen Living Rm

20 White 4" Wall Tile Cement

ARCADIS BN034177

55 Bath

Shower wall tiles

ARCADIS BN034178

21 Yellow Mastic behind 4" Wall Tile Ceramic

ARCADIS BN034179

Above sink ~~wall tiles~~

ARCADIS BN034180

22 Grey Floor Grout w/ 1" White Ceramic Tile

ARCADIS BN034181

ARCADIS BN034182

23 Red Fibrous Floor Tile Backing ~~Mastic~~

ARCADIS BN034183

w/ 2 layers leveling compound

03113464

5 of 14

03113464

23 Red Fibrous Floor Tile Backing - Thinset

ARCADIS BN034184

SJ Bath

24 Red Thinset w/ MA-23

ARCADIS BN034185

ARCADIS BN034186

25 Grey Thinset w/ MA-23, MA-24

ARCADIS BN034187

ARCADIS BN034188

26 White Window Caulk Interior

ARCADIS BN034189

BATHROOM Silicon? Maybe same as kitchen counter and on sink w/ MA-05

ARCADIS BN034190

01 Gypsum Wallboard

16 Center Bay

ARCADIS BN034191

02 Joint Compound w/ MA-01

ARCADIS BN034192

03113464 6 of 14

360

27 Concrete Slab

ARCADIS BN034193

ARCADIS BN034194

16 Grey Cabinet Type Fittings

ARCADIS BN034195

ARCADIS BN034196

~~03~~ ~~4" Brn Concrete~~

~~04~~ ~~Mastic 03 (Brown) + Yellow~~

~~05~~ Ext Brick Mortar

ARCADIS BN034120

17

18 Ext Blk Window Caulk

ARCADIS BN034121

27 White Window Glazing

ARCADIS BN034122

~~16~~ ~~Entrance 2~~ Bedroom 2

16 Bath

16 Living Room

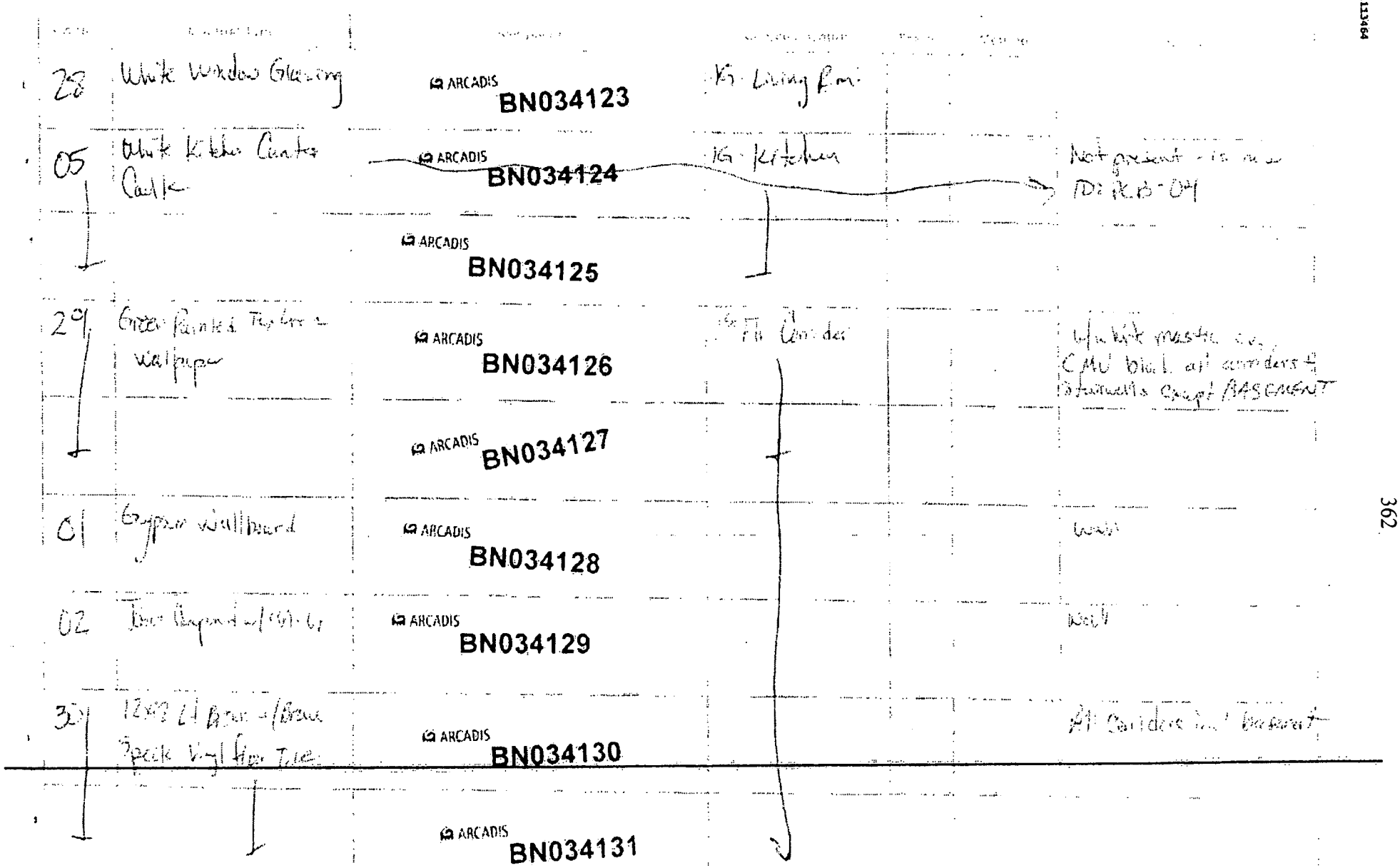
Bldg exterior

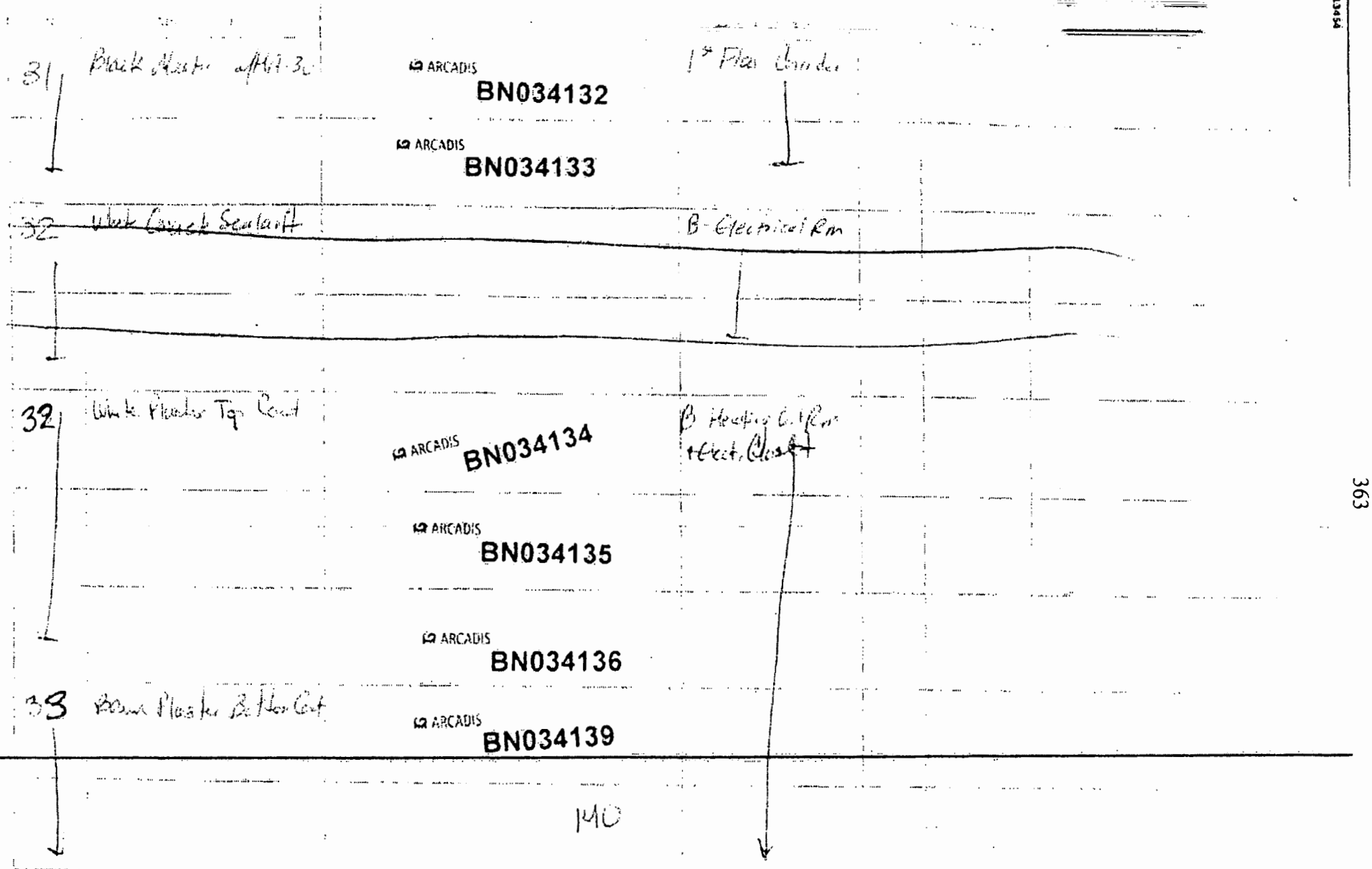
Interior

031113464

7 of 14

031113464


28 White Window Glazing
ARCADIS BN034123
KS - Living Room
05 White Kitchen Counter Caulk
ARCADIS BN034124
KS - Kitchen
Not present - is now ID: KS-04
ARCADIS BN034125
29 Green Paint & Textured Wallpaper
ARCADIS BN034126
FR Corridor
White mastic on CMU block at corridors & stairwells except BASEMENT
ARCADIS BN034127
01 Gypsum Wallboard
ARCADIS BN034128
Wall
02
ARCADIS BN034129
Wall
35 12x12 LT Brown/Brown Speck Vinyl Floor Tile
ARCADIS BN034130
AT Corridors in Basement
ARCADIS BN034131


31
Black Heater at M1-3
1st Floor Corridor
ARCADIS
BN034132
ARCADIS
BN034133
32
Wash Coach Sealant
B - Electrical Rm
32
Wash Heater Tgr Cond
B Heating & A/C Rm
Heat Cond
ARCADIS
BN034134
ARCADIS
BN034135
ARCADIS
BN034136
33
Room Heater B Hor Cat
ARCADIS
BN034139
140

33 (Cont) Plaster Brown & Float Coat (CONT)

141 B Heating C.T Rm + Elect. Closet

142

143

32 (Cont) White Plaster Top Coat

ARCADIS BN034137

B - Heating C.T & Elect. Closet Rms.

ARCADIS BN034138

33 White Grout w/ Pink 4" Wall Tile

B - Shelter Bath

ARCADIS-A0001

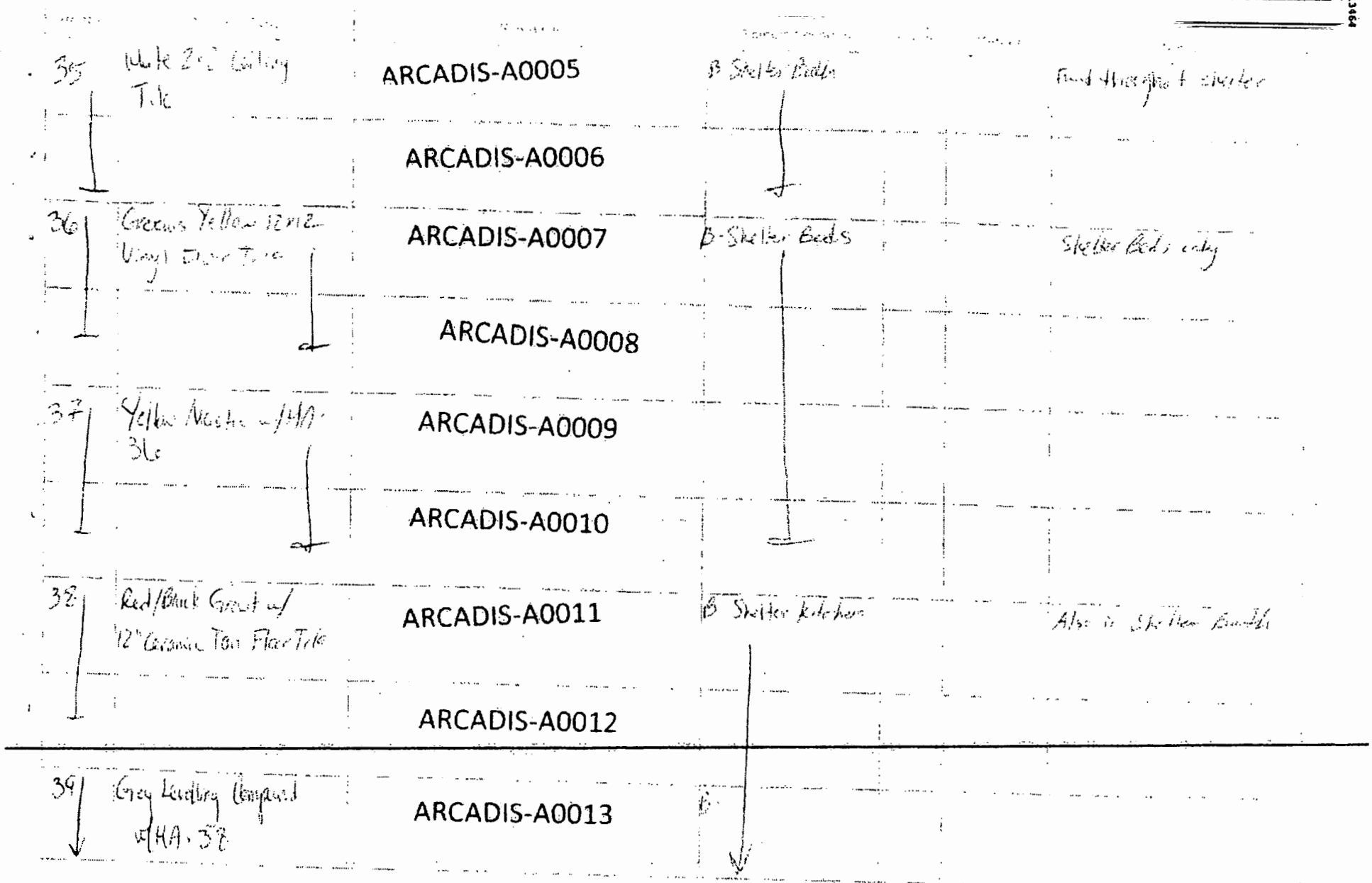
ARCADIS-A0002

34 Grey Tile Flooring ref. A-33

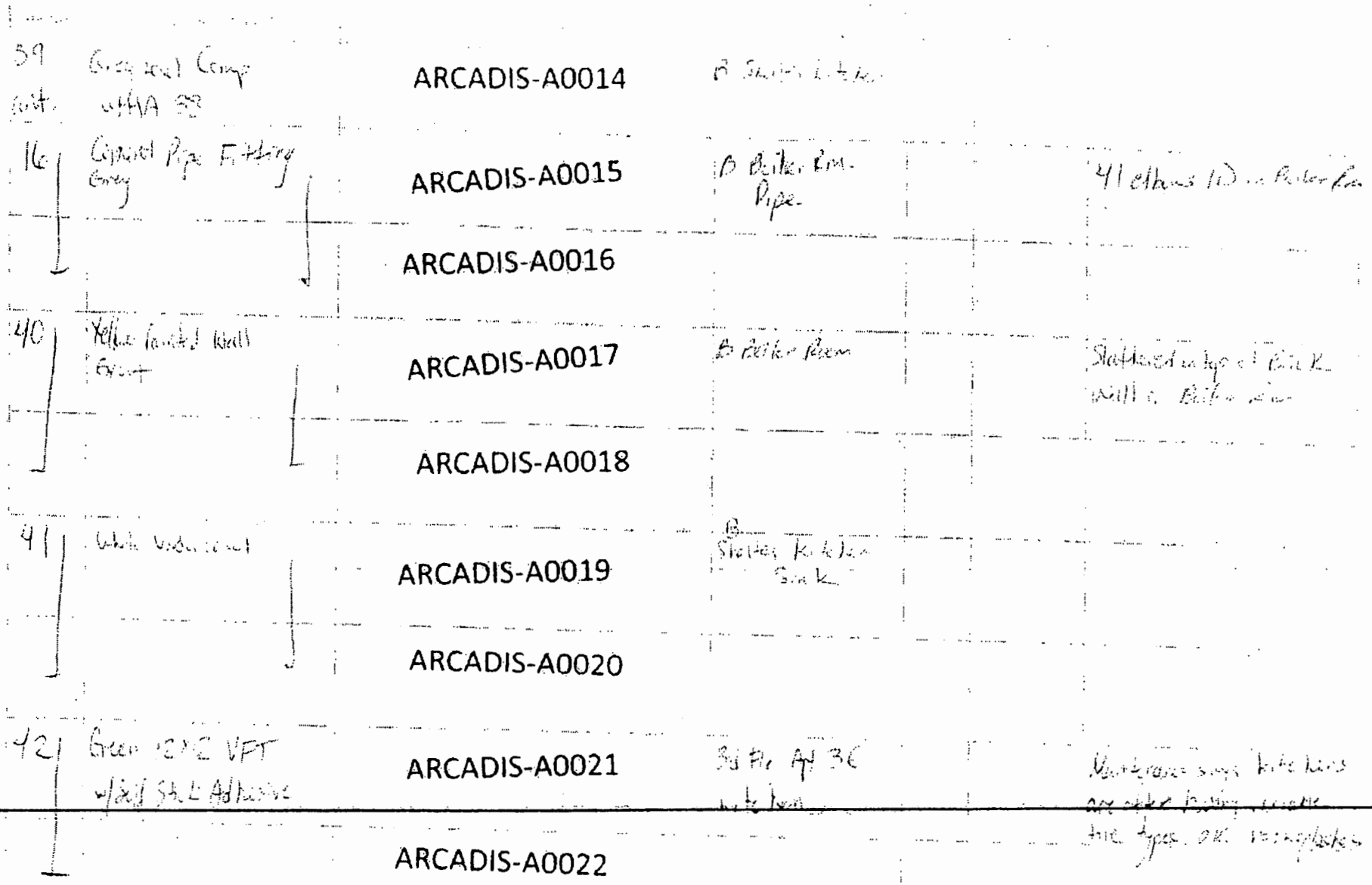
B - Shelter Bath

ARCADIS-A0003

ARCADIS-A0004


35
Matte 2"x2" Ceiling Tile
ARCADIS-A0005
B Shelter Beds
Food throughout shelter
ARCADIS-A0006
36
Greenish Yellow 12"x12" Vinyl Floor Tile
ARCADIS-A0007
B-Shelter Beds
Shelter Beds only
ARCADIS-A0008
37
Yellow Marble w/HA-36
ARCADIS-A0009
ARCADIS-A0010
38
Red/Black Grout w/ 12" Ceramic Tan Floor Tile
ARCADIS-A0011
B Shelter Kitchen
Also in Shelter Bathrooms
ARCADIS-A0012
39
Grey Leathery Compound w/HA-38
ARCADIS-A0013

11.1.19


ARCADIS-A0014
ARCADIS-A0015
ARCADIS-A0016
ARCADIS-A0017
ARCADIS-A0018
ARCADIS-A0019
ARCADIS-A0020
ARCADIS-A0021
ARCADIS-A0022

43 Black Sticky Residue Paper Mask (Multiple)

ARCADIS-A0023

3rd Fl. Apt. 3C

Like Glazing Putty on the Metal Window Frames

ARCADIS-A0024

44 Tan Putty Like Paper Mask

ARCADIS-A0025

3rd Fl. Apt 3C Kitchen

ARCADIS-A0026

45 Yellow Mastic on HA-4A

ARCADIS-A0027

ARCADIS-A0028

46 Beige Colored Mastic

ARCADIS-A0029

ARCADIS-A0030

47 Yellow Mastic on HA 46

ARCADIS-A0031

13 of 19

47 (cont) Yellow Mosaic 149-46 ARCADIS-A0032 Sh FR Apt. 3C Kitchen

1/2 Tan Mosaic with wood Cove base ARCADIS-A0033 3" - 3C living Rm

ARCADIS-A0034

99 Red/ Grey Tile Carpet w/ 6"x6" Hex Tile in Foyer. ARCADIS-A0035 1st Fl. Foyer 5C sf

ARCADIS-A0036

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **Cory Snyder**
ARCADIS U.S. Inc
194 Forbes Road
Braintree, MA 02184

Fax: Phone: (781) 356-7300

Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0001	PLM NYS 198.1 Friable						Not Analyzed
031117433-0001	PLM NYS 198.6 NOB	6/16/2011	Gray		N/A	Inconclusive: None Detected	
ROOF 3 TAN COPING STONE - GRAY MASTIC UNDER COPING STONE	TEM NYS 198.4 NOB	6/16/2011	Gray	13.7% Fibrous (other)	N/A	None Detected	
ARCADIS-A0002	PLM NYS 198.1 Friable						Not Analyzed
031117433-0002	PLM NYS 198.6 NOB	6/16/2011	Gray		N/A	Inconclusive: None Detected	
ROOF 3 TAN COPING STONE - GRAY MASTIC UNDER COPING STONE	TEM NYS 198.4 NOB	6/16/2011	Gray	2.6% Fibrous (other)	N/A	None Detected	
ARCADIS-A0003	PLM NYS 198.1 Friable						Not Analyzed
031117433-0003	PLM NYS 198.6 NOB	6/16/2011	Black	8.2% Glass	N/A	3.6% Chrysotile 3.6% Total	
ROOF 1,2,3 - BLACK TAR & FABRIC ON PARAPET WALL	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0004	PLM NYS 198.1 Friable						Not Analyzed
031117433-0004	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ROOF 1,2,3 - BLACK TAR & FABRIC ON PARAPET WALL	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0005	PLM NYS 198.1 Friable						Not Analyzed
031117433-0005	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ROOF 1,2,3 - BLACK TAR & FABRIC ON PARAPET WALL	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0006	PLM NYS 198.1 Friable						Not Analyzed
031117433-0006	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	7.2% Chrysotile 7.2% Total	
3RD RF STAIR ESCAPE - MISC TAR ON PENETRATIONS AND COPING SCAMS	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0007	PLM NYS 198.1 Friable						Not Analyzed
031117433-0007	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 3 ACCESS STAIR EXT. WALL - MISC TAR ON PENETRATIONS AND COPING SCAMS	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	

Initial Report From 06/17/2011 12:08:42

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **Cory Snyder**
ARCADIS U.S. Inc
194 Forbes Road
Braintree, MA 02184

Fax: Phone: (781) 356-7300
Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0008	PLM NYS 198.1 Friable						Not Analyzed
031117433-0008	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 3 ANTENNA - MISC TAR ON PENETRATIONS AND COPING SCAMS	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0009	PLM NYS 198.1 Friable						Not Analyzed
031117433-0009	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 3 TAR ON COPING STONE - MISC TAR ON PENETRATIONS AND COPING SCAMS	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0010	PLM NYS 198.1 Friable						Not Analyzed
031117433-0010	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2 TAR COPING STONE - MISC ROOF TAR	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0011	PLM NYS 198.1 Friable						Not Analyzed
031117433-0011	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2/3 TAR ON CHIMNEY - MISC ROOF TAR	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0012	PLM NYS 198.1 Friable						Not Analyzed
031117433-0012	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 3 TAR ON COPPER FLASHING - MISC ROOF TAR	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0013	PLM NYS 198.1 Friable						Not Analyzed
031117433-0013	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 1 VENT PENETRATION - MISC ROOF TAR	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0014	PLM NYS 198.1 Friable						Not Analyzed
031117433-0014	PLM NYS 198.6 NOB	6/16/2011	Gray	<1% Glass	N/A	Inconclusive: None Detected	
RF 1 WINDOW - BLACK WINDOW CAULK ROOF TOP STAIR ACCESS WINDOWS ONLY	TEM NYS 198.4 NOB	6/16/2011	Gray		N/A	None Detected	

Initial Report From 06/17/2011 12:08:42

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: Cory Snyder
ARCADIS U.S. Inc
194 Forbes Road
Braintree, MA 02184

Fax: Phone: (781) 356-7300

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0015	PLM NYS 198.1 Friable						Not Analyzed
031117433-0015	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	Inconclusive: None Detected	
RF 3 WINDOW - BLACK WINDOW CAULK ROOF TOP STAIR ACCESS WINDOWS ONLY	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0016	PLM NYS 198.1 Friable						Not Analyzed
031117433-0016	PLM NYS 198.6 NOB	6/16/2011	Gray		N/A	Inconclusive: None Detected	
RF 1 WINDOW - WHITE WINDOW GLAZING W/HA 53	TEM NYS 198.4 NOB	6/16/2011	Gray		N/A	None Detected	
ARCADIS-A0017	PLM NYS 198.1 Friable						Not Analyzed
031117433-0017	PLM NYS 198.6 NOB	6/16/2011	Gray		N/A	Inconclusive: None Detected	
RF 3 WINDOW - WHITE WINDOW GLAZING W/HA 53	TEM NYS 198.4 NOB	6/16/2011	Gray		N/A	None Detected	
ARCADIS-A0018	PLM NYS 198.1 Friable						Not Analyzed
031117433-0018	PLM NYS 198.6 NOB	6/16/2011	Black	2.2% Glass	N/A	7.3% Chrysotile 7.3% Total	
RF 1 UPPER - TAR PAPER BENEATH WHITE ASPHALT ON ROOF TOP LEVELS	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0019	PLM NYS 198.1 Friable						Not Analyzed
031117433-0019	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2 UPPER - UPPER ROOF TAR & PAPER	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0020	PLM NYS 198.1 Friable						Not Analyzed
031117433-0020	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 3 UPPER - UPPER ROOF TAR & PAPER	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0021	PLM NYS 198.1 Friable						Not Analyzed
031117433-0021	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	Inconclusive: None Detected	
RF 1 - UPPER ROOF TAR & PAPER BOTTOM LAYER	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	

Initial Report From 06/17/2011 12:08:42

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: Cory Snyder
ARCADIS U.S. Inc
194 Forbes Road
Braintree, MA 02184

Fax: Phone: (781) 356-7300
Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0022	PLM NYS 198.1 Friable						Not Analyzed
031117433-0022	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	Inconclusive: None Detected	
RF 2 - UPPER ROOF TAR & PAPER BOTTOM LAYER	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0023	PLM NYS 198.1 Friable						Not Analyzed
031117433-0023	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	Inconclusive: None Detected	
RF 3 - UPPER ROOF TAR & PAPER BOTTOM LAYER	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0024	PLM NYS 198.1 Friable	6/17/2011	Brown	55.00% Cellulose	45%	None Detected	
031117433-0024	PLM NYS 198.6 NOB				N/A		Not Analyzed
RF 2 - BROWN VERMICULITE INSULATION W/HA 55,56	TEM NYS 198.4 NOB				N/A		Not Analyzed
ARCADIS-A0025	PLM NYS 198.1 Friable	6/17/2011	Brown	60.00% Cellulose	40%	None Detected	
031117433-0025	PLM NYS 198.6 NOB				N/A		Not Analyzed
RF 3 - BROWN VERMICULITE INSULATION W/HA 55,56	TEM NYS 198.4 NOB				N/A		Not Analyzed
ARCADIS-A0026	PLM NYS 198.1 Friable	6/17/2011	Brown	55.00% Cellulose	45%	None Detected	
031117433-0026	PLM NYS 198.6 NOB				N/A		Not Analyzed
RF 1/2 ALLEY BRIDGE - BROWN VERMICULITE INSULATION W/HA 55,56	TEM NYS 198.4 NOB				N/A		Not Analyzed
ARCADIS-A0027	PLM NYS 198.1 Friable						Not Analyzed
031117433-0027	PLM NYS 198.6 NOB	6/16/2011	Black	8.1% Glass	N/A	1.3% Chrysotile 1.3% Total	
RF 1/2 - TAR/PAPER ON ALLEY BRIDGE ROOF TOP LAYER	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0028	PLM NYS 198.1 Friable						Not Analyzed
031117433-0028	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2/3 ALLEY - TAR/PAPER ON ALLEY BRIDGE ROOF CENTER	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	

Initial Report From 08/17/2011 12:08:42

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Fax Phone: (781) 356-7300
Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0029	PLM NYS 198.1 Friable						Not Analyzed
031117433-0029	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	13.3% Chrysotile 13.3% Total	
RF 1/2 - TAR/PAPER ON ALLEY BRIDGE ROOF BOTTOM LAYER	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0030	PLM NYS 198.1 Friable						Not Analyzed
031117433-0030	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2/3 - TAR/PAPER ON ALLEY BRIDGE ROOF BOTTOM LAYER	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0031	PLM NYS 198.1 Friable						Not Analyzed
031117433-0031	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2/3 - TAR/PAPER ON ALLEY BRIDGE ROOF BOTTOM LAYER	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0032	PLM NYS 198.1 Friable						Not Analyzed
031117433-0032	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	Inconclusive: None Detected	
RF1 CORE - WHITE ASPHALT SHINGLE	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0033	PLM NYS 198.1 Friable						Not Analyzed
031117433-0033	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	Inconclusive: None Detected	
RF2 CORE - WHITE ASPHALT SHINGLE	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0034	PLM NYS 198.1 Friable						Not Analyzed
031117433-0034	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	Inconclusive: None Detected	
RF3 CORE - WHITE ASPHALT SHINGLE	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0035	PLM NYS 198.1 Friable						Not Analyzed
031117433-0035	PLM NYS 198.6 NOB	6/16/2011	Black	10.2% Glass	N/A	Inconclusive: None Detected	
RF 1 CORE - TAR PAPER ON TOP OF YELLOW FOAM W/HA 80	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0036	PLM NYS 198.1 Friable						Not Analyzed
031117433-0036	PLM NYS 198.6 NOB	6/16/2011	Black	4.6% Glass	N/A	Inconclusive: None Detected	
RF 2 CORE - TAR PAPER ON TOP OF YELLOW FOAM W/HA 60	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	

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Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0037	PLM NYS 198.1 Friable						Not Analyzed
031117433-0037	PLM NYS 198.6 NOB	6/16/2011	Black	18.9% Glass	N/A	Inconclusive: None Detected	
RF 3 CORE - TAR PAPER W/ STYRO FOAM W/HA 60	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0038	PLM NYS 198.1 Friable						Not Analyzed
031117433-0038	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	5.1% Chrysotile 5.1% Total	
RF 1 CORE - TAR & PAPER LAYER 1 W/ LOWER ROOF CORES	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0039	PLM NYS 198.1 Friable						Not Analyzed
031117433-0039	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2 CORE - TAR & PAPER LAYER 1 W/ LOWER ROOF CORES	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0040	PLM NYS 198.1 Friable						Not Analyzed
031117433-0040	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 3 CORE - TAR & PAPER LAYER 1 W/ LOWER ROOF CORES	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0041	PLM NYS 198.1 Friable						Not Analyzed
031117433-0041	PLM NYS 198.6 NOB	6/16/2011	Black		N/A	1.7% Chrysotile 1.7% Total	
RF 1 CORE - TAR & PAPER LOWER ROOF LAYER 2	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0042	PLM NYS 198.1 Friable						Not Analyzed
031117433-0042	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2 CORE - TAR & PAPER LOWER ROOF LAYER 2	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0043	PLM NYS 198.1 Friable						Not Analyzed
031117433-0043	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 3 CORE - TAR & PAPER LOWER ROOF LAYER 2	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	

Initial Report From 06/17/2011 12:08:42

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
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194 Forbes Road
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Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0044	PLM NYS 198.1 Friable						Not Analyzed
031117433-0044	PLM NYS 198.6 NOB	6/16/2011	Black	8.6% Glass	N/A	1.6% Chrysotile 1.6% Total	
RF 1 CORE - TAR & PAPER LOWER ROOF LAYER 3	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0045	PLM NYS 198.1 Friable						Not Analyzed
031117433-0045	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 2 CORE - TAR & PAPER LOWER ROOF LAYER 3	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0046	PLM NYS 198.1 Friable						Not Analyzed
031117433-0046	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
RF 3 CORE - TAR & PAPER LAYER 3	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0052	PLM NYS 198.1 Friable						Not Analyzed
031117433-0047	PLM NYS 198.6 NOB	6/16/2011	Black	1.5% Glass	N/A	Inconclusive: None Detected	
BSMT LAUNDRY WINDOW - BLACK EXT. WINDOW CAULK	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0053	PLM NYS 198.1 Friable	6/17/2011	Gray		100%	None Detected	
031117433-0048	PLM NYS 198.6 NOB				N/A		Not Analyzed
APT 3J KITCHEN - GRAY GROUT W/ 1/2" HEX BLUE BACKSPLASH	TEM NYS 198.4 NOB				N/A		Not Analyzed
ARCADIS-A0054	PLM NYS 198.1 Friable	6/17/2011	Gray		100%	None Detected	
031117433-0049	PLM NYS 198.6 NOB				N/A		Not Analyzed
APT 3J KITCHEN - GRAY GROUT W/ 1/2" HEX BLUE BACKSPLASH	TEM NYS 198.4 NOB				N/A		Not Analyzed
ARCADIS-A0055	PLM NYS 198.1 Friable	6/17/2011	Brown/White	10.00% Cellulose	90%	None Detected	
031117433-0050	PLM NYS 198.6 NOB				N/A		Not Analyzed
5TH FLR STAIRS WEST END - GYPSUM WALL BOARD	TEM NYS 198.4 NOB				N/A		Not Analyzed

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307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

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ARCADIS U.S. Inc
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Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
ARCADIS-A0056	PLM NYS 198.1 Friable	6/17/2011	Tan/White	25.00% Cellulose	75%	None Detected	
031117433-0051	PLM NYS 198.6 NOB				N/A		Not Analyzed
4TH FLR STAIR WELL - WHITE PLASTER ON CMU W/TEXT WALL PAPER HA29	TEM NYS 198.4 NOB				N/A		Not Analyzed
ARCADIS-A0057	PLM NYS 198.1 Friable						Not Analyzed
031117433-0052	PLM NYS 198.6 NOB	6/16/2011	Green		N/A	Inconclusive: None Detected	
APT 4D KITCHEN - DARK GREEN 12" VFT	TEM NYS 198.4 NOB	6/16/2011	Green	<1% Fibrous (other)	N/A	None Detected	
ARCADIS-A0058	PLM NYS 198.1 Friable						Not Analyzed
031117433-0053	PLM NYS 198.6 NOB	6/16/2011	Green		N/A	Inconclusive: None Detected	
APT 4D KITCHEN - DARK GREEN 12" VFT	TEM NYS 198.4 NOB	6/16/2011	Green		N/A	None Detected	
ARCADIS-A0060	PLM NYS 198.1 Friable						Not Analyzed
031117433-0054	PLM NYS 198.6 NOB	6/16/2011	Pink		N/A	Inconclusive: None Detected	
APT 4D KITCHEN - BEIGE MASTIC W/HA 67	TEM NYS 198.4 NOB	6/16/2011	Pink		N/A	None Detected	
ARCADIS-A0059	PLM NYS 198.1 Friable						Not Analyzed
031117433-0055	PLM NYS 198.6 NOB	6/16/2011	Pink		N/A	Inconclusive: None Detected	
APT 4D KITCHEN - BEIGE MASTIC W/HA 67	TEM NYS 198.4 NOB	6/16/2011	Pink	<1% Fibrous (other)	N/A	None Detected	
ARCADIS-A0061	PLM NYS 198.1 Friable	6/17/2011	Tan/White	10.00% Cellulose	90%	None Detected	
031117433-0056	PLM NYS 198.6 NOB				N/A		Not Analyzed
4TH FLF CORRIDOR - WHITE PLASTER/GLUE W/HA 29	TEM NYS 198.4 NOB				N/A		Not Analyzed
ARCADIS-A0063	PLM NYS 198.1 Friable						Not Analyzed
031117433-0057	PLM NYS 198.6 NOB	6/16/2011	Black	1.2% Glass	N/A	Inconclusive: None Detected	
2ND FLR CORRIDOR ALLEY PASSAGE WINDOWS - BLACK EXT WINDOW CAULK	TEM NYS 198.4 NOB	6/16/2011	Black	<1% Fibrous (other)	N/A	None Detected	

Initial Report From 08/17/2011 12:08:42

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
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Fax: Phone: (781) 356-7300
Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0064	PLM NYS 198.1 Friable						Not Analyzed
031117433-0056	PLM NYS 198.6 NOB	6/16/2011	Brown		N/A	Inconclusive: None Detected	
1ST FLR APT 1G - YELLOW MASTIC BENEATH T&G/ ON TOP OF PLYWOOD	TEM NYS 198.4 NOB	6/16/2011	Brown		N/A	None Detected	
ARCADIS-A0065	PLM NYS 198.1 Friable						Not Analyzed
031117433-0058	PLM NYS 198.6 NOB	6/16/2011	Gray /Black		N/A	5.3% Chrysotile 5.3% Total	
APT 1G DOOR TO 20TH ST - BLACK DOOR JAMB CAULK	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0066	PLM NYS 198.1 Friable						Not Analyzed
031117433-0060	PLM NYS 198.6 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
APT 1G DOOR TO 20TH ST - BLACK DOOR JAMB CAULK	TEM NYS 198.4 NOB	6/16/2011			N/A	Positive Stop (Not Analyzed)	
ARCADIS-A0068	PLM NYS 198.1 Friable						Not Analyzed
031117433-0061	PLM NYS 198.6 NOB	6/16/2011	Beige	<1% Glass	N/A	Inconclusive: None Detected	
1ST FLR APT 1H KITCHEN - TAN MARBLED 12" VFT	TEM NYS 198.4 NOB	6/16/2011	Beige		N/A	None Detected	
ARCADIS-A0069	PLM NYS 198.1 Friable						Not Analyzed
031117433-0062	PLM NYS 198.6 NOB	6/16/2011	Beige		N/A	Inconclusive: None Detected	
1ST FLR APT 1H KITCHEN - TAN MARBLED 12" VFT	TEM NYS 198.4 NOB	6/16/2011	Beige		N/A	None Detected	
ARCADIS-A0070	PLM NYS 198.1 Friable						Not Analyzed
031117433-0063	PLM NYS 198.6 NOB	6/16/2011	Brown /Black		N/A	Inconclusive: None Detected	
ELEVATOR - BLACK RUBBERY 2X2 TILE IN ELEVATORS	TEM NYS 198.4 NOB	6/16/2011	Brown /Black		N/A	None Detected	
ARCADIS-A0071	PLM NYS 198.1 Friable						Not Analyzed
031117433-0064	PLM NYS 198.6 NOB	6/16/2011	Brown /Black		N/A	Inconclusive: None Detected	
ELEVATOR - BLACK RUBBER 2X2 TILE	TEM NYS 198.4 NOB	6/16/2011	Brown /Black		N/A	None Detected	

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Fax: Phone: (781) 356-7300

Customer ID: ACAD78J
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117433
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Project: 422 WEST 20TH ST/ NY, NY/ SEMINARY APTS IN CHELSEA, NY

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
ARCADIS-A0074	PLM NYS 198.1 Friable						Not Analyzed
031117433-0065	PLM NYS 198.6 NOB	6/16/2011	Black	<1% Glass	N/A	Inconclusive: None Detected	
EXT. WINDOWS @ LAUNDRY/ BSMT - BLACK EXT WINDOW CAULK	TEM NYS 198.4 NOB	6/16/2011	Black		N/A	None Detected	
ARCADIS-A0075	PLM NYS 198.1 Friable						Not Analyzed
031117433-0066	PLM NYS 198.6 NOB	6/16/2011	Tan		N/A	Inconclusive: None Detected	
EXT. WINDOWS @ LAUNDRY/ BSMT - WHITE COATING ON HEATING OIL LINE	TEM NYS 198.4 NOB	6/16/2011	Tan		N/A	None Detected	
ARCADIS-A0076	PLM NYS 198.1 Friable						Not Analyzed
031117433-0067	PLM NYS 198.6 NOB	6/16/2011	Tan		N/A	Inconclusive: None Detected	
EXT. WINDOWS @ LAUNDRY/ BSMT - WHITE COATING ON HEATING OIL LINE	TEM NYS 198.4 NOB	6/16/2011	Tan		N/A	None Detected	

NOB = Non Friable Organically Bound
N/A = Not Applicable

Analyst(s)
Williams John
Robert Georgens
Steve Jusczuk

James Hall, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. New York, NY NYS ELAP 11508

EMSL Analytical, Inc.
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Project: **DAYCARE/ 422 WEST 20TH STREET/ NYC**

Customer ID: ACAD78U
Customer PO:
Received: 07/06/11 7:19 PM
EMSL Order: 031120648
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
D01	PLM NYS 198.1 Friable	7/7/2011	Gray	80.00% Cellulose	20%	None Detected	
031120648-0001	PLM NYS 198.6 NOB				N/A		Not Analyzed
PULP THUMBTACK BOARD/ RM 1/ RM 2/ HALLWAY	TEM NYS 198.4 NOB				N/A		Not Analyzed
D02	PLM NYS 198.1 Friable	7/7/2011	Gray	82.00% Cellulose	18%	None Detected	
031120648-0002	PLM NYS 198.6 NOB				N/A		Not Analyzed
PULP THUMBTACK BOARD/ RM 1/ RM 2/ HALLWAY	TEM NYS 198.4 NOB				N/A		Not Analyzed
D03	PLM NYS 198.1 Friable	7/7/2011	Gray	95.00% Cellulose	5%	None Detected	
031120648-0003	PLM NYS 198.6 NOB				N/A		Not Analyzed
PULP THUMBTACK BOARD/ RM 1/ RM 2/ HALLWAY	TEM NYS 198.4 NOB				N/A		Not Analyzed
D04	PLM NYS 198.1 Friable						Not Analyzed
031120648-0004	PLM NYS 198.6 NOB	7/7/2011	White		N/A	Inconclusive: None Detected	
12X12 WHT SPECKLED FL/ RM 1	TEM NYS 198.4 NOB	7/8/2011	White		N/A	None Detected	
D05	PLM NYS 198.1 Friable						Not Analyzed
031120648-0005	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	1.4% Chrysotile 1.4% Total	
ASSOC W/ H01/ RM 1	TEM NYS 198.4 NOB	7/8/2011			N/A	Not Analyzed	
D06	PLM NYS 198.1 Friable						Not Analyzed
031120648-0006	PLM NYS 198.6 NOB	7/7/2011			N/A	Positive Stop (Not Analyzed)	
ASSOC W/ H01/ RM 1	TEM NYS 198.4 NOB	7/8/2011			N/A	Not Analyzed	
D07	PLM NYS 198.1 Friable						Not Analyzed
031120648-0007	PLM NYS 198.6 NOB	7/7/2011	White		N/A	Inconclusive: None Detected	
12X12 WHT SPECKLED FL/ RM 1	TEM NYS 198.4 NOB	7/8/2011	White		N/A	None Detected	
D08	PLM NYS 198.1 Friable						Not Analyzed
031120648-0008	PLM NYS 198.6 NOB	7/7/2011	Gray		N/A	Inconclusive: None Detected	
LIGHT GRAY 12X12 SPECKLED FT/ RM 1/ HALLWAY/ STAFF	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	19.0% Chrysotile 19.0% Total	

Initial Report From 07/08/2011 12:56:46

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax (908) 526-7886 Phone: (908) 526-1000
Project: **DAYCARE/ 422 WEST 20TH STREET/ NYC**

Customer ID: ACAD78U
Customer PO:
Received: 07/06/11 7:19 PM
EMSL Order: 031120648
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
D09	PLM NYS 198.1 Friable						Not Analyzed
031120648-0009	PLM NYS 198.6 NOB	7/7/2011	Gray		N/A	Inconclusive : <1% Chrysotile <1% Total	
LIGHT GRAY 12X12 SPECKLED FT/ RM 1/ HALLWAY/ STAFF	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	None Detected	
D10	PLM NYS 198.1 Friable						Not Analyzed
031120648-0010	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	3.5% Chrysotile 3.5% Total	
MASTIC ASSOC W/ HA04/ RM 1/ HALLWAY/ STAFF BATH	TEM NYS 198.4 NOB				N/A	Not Analyzed	
D11	PLM NYS 198.1 Friable						Not Analyzed
031120648-0011	PLM NYS 198.6 NOB	7/7/2011			N/A	Positive Stop (Not Analyzed)	
MASTIC ASSOC W/ HA04/ RM 1/ HALLWAY/ STAFF BATH	TEM NYS 198.4 NOB				N/A	Not Analyzed	
D12	PLM NYS 198.1 Friable						Not Analyzed
031120648-0012	PLM NYS 198.6 NOB	7/7/2011	Brown		N/A	Inconclusive: None Detected	
DARK BROWN 12X1 FT/ RM 1	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	
D13	PLM NYS 198.1 Friable						Not Analyzed
031120648-0013	PLM NYS 198.6 NOB	7/7/2011	Brown		N/A	Inconclusive: None Detected	
DARK BROWN 12X1 FT/ RM 1	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	
D14	PLM NYS 198.1 Friable						Not Analyzed
031120648-0014	PLM NYS 198.6 NOB	7/7/2011	Gray		N/A	Inconclusive: None Detected	
GREY STREAKS 12X12 TILE/ RM 1	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	None Detected	
D15	PLM NYS 198.1 Friable						Not Analyzed
031120648-0015	PLM NYS 198.6 NOB	7/7/2011	Gray		N/A	Inconclusive: None Detected	
GREY STREAKS 12X12 TILE/ RM 1	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	None Detected	
D16	PLM NYS 198.1 Friable						Not Analyzed
031120648-0016	PLM NYS 198.6 NOB	7/7/2011	White		N/A	Inconclusive: None Detected	
HEAVY OFF-WHT SPECKLED 12X12 FT/ RM 1/ BATH 2	TEM NYS 198.4 NOB	7/8/2011	White		N/A	None Detected	

Initial Report From 07/08/2011 12:56:46

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: DAYCARE/ 422 WEST 20TH STREET/ NYC

Customer ID: ACAD78U
Customer PO:
Received: 07/06/11 7:19 PM
EMSL Order: 031120648
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
D17	PLM NYS 198.1 Friable						Not Analyzed
031120648-0017	PLM NYS 198.6 NOB	7/7/2011	White		N/A	Inconclusive: None Detected	
HEAVY OFF-WHT SPECKLED 12X12 FT/ RM 1/ BATH 2	TEM NYS 198.4 NOB	7/8/2011	White		N/A	None Detected	
D18	PLM NYS 198.1 Friable	7/7/2011	Gray	4.00% Cellulose	96%	None Detected	
031120648-0018	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM WALLBOARD/ RM 1/ RM 2	TEM NYS 198.4 NOB				N/A		Not Analyzed
D19	PLM NYS 198.1 Friable	7/7/2011	Gray	3.00% Cellulose	97%	None Detected	
031120648-0019	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM WALLBOARD/ RM 1/ RM 2	TEM NYS 198.4 NOB				N/A		Not Analyzed
D20	PLM NYS 198.1 Friable	7/7/2011	White		100%	None Detected	
031120648-0020	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM JOINT CMPD/ RM 1/ RM 2	TEM NYS 198.4 NOB				N/A		Not Analyzed
D21	PLM NYS 198.1 Friable	7/7/2011	White		100%	None Detected	
031120648-0021	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM JOINT CMPD/ RM 1/ RM 2	TEM NYS 198.4 NOB				N/A		Not Analyzed
D22	PLM NYS 198.1 Friable						Not Analyzed
031120648-0022	PLM NYS 198.6 NOB	7/7/2011	Brown		N/A	Inconclusive: None Detected	
BROWN HEAVY SPECKLED 12X12 FT/ RM 2	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	
D23	PLM NYS 198.1 Friable						Not Analyzed
031120648-0023	PLM NYS 198.6 NOB	7/7/2011	Brown		N/A	Inconclusive: None Detected	
BROWN HEAVY SPECKLED 12X12 FT/ RM 2	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	
D24	PLM NYS 198.1 Friable						Not Analyzed
031120648-0024	PLM NYS 198.6 NOB	7/7/2011	Yellow		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA 12/ RM 2	TEM NYS 198.4 NOB	7/8/2011	Yellow		N/A	None Detected	

Initial Report From:07/08/2011 12:56:46

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: DAYCARE/ 422 WEST 20TH STREET/ NYC

Customer ID: ACAD78U
Customer PO:
Received: 07/06/11 7:19 PM
EMSL Order: 031120648
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
D25	PLM NYS 198.1 Friable						Not Analyzed
031120648-0025	PLM NYS 198.6 NOB	7/7/2011	Yellow		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA 12/ RM 2	TEM NYS 198.4 NOB	7/8/2011	Yellow		N/A	None Detected	
D26	PLM NYS 198.1 Friable	7/7/2011	Gray		100%	None Detected	
031120648-0026	PLM NYS 198.6 NOB				N/A		Not Analyzed
PLASTER WALL/ HALL/ RM 1	TEM NYS 198.4 NOB				N/A		Not Analyzed
D27	PLM NYS 198.1 Friable	7/7/2011	Tan		100%	None Detected	
031120648-0027	PLM NYS 198.6 NOB				N/A		Not Analyzed
PLASTER WALL/ HALL/ RM 1	TEM NYS 198.4 NOB				N/A		Not Analyzed
D28	PLM NYS 198.1 Friable	7/7/2011	Gray	<1% Cellulose	100%	None Detected	
031120648-0028	PLM NYS 198.6 NOB				N/A		Not Analyzed
PLASTER WALL/ HALL/ RM 1	TEM NYS 198.4 NOB				N/A		Not Analyzed
D29	PLM NYS 198.1 Friable	7/7/2011	Gray		100%	None Detected	
031120648-0029	PLM NYS 198.6 NOB				N/A		Not Analyzed
PLASTER CEILING/ RM 1	TEM NYS 198.4 NOB				N/A		Not Analyzed
D30	PLM NYS 198.1 Friable	7/7/2011	Gray		100%	None Detected	
031120648-0030	PLM NYS 198.6 NOB				N/A		Not Analyzed
PLASTER CEILING/ RM 2	TEM NYS 198.4 NOB				N/A		Not Analyzed
D31	PLM NYS 198.1 Friable	7/7/2011	Gray		100%	None Detected	
031120648-0031	PLM NYS 198.6 NOB				N/A		Not Analyzed
PLASTER CEILING/ HALLWAY	TEM NYS 198.4 NOB				N/A		Not Analyzed
D32	PLM NYS 198.1 Friable	7/7/2011	Gray		100%	None Detected	
031120648-0032	PLM NYS 198.6 NOB				N/A		Not Analyzed
FT MORTAR/ BATHROOM 1	TEM NYS 198.4 NOB				N/A		Not Analyzed
D33	PLM NYS 198.1 Friable	7/7/2011			100%	None Detected	
031120648-0033	PLM NYS 198.6 NOB				N/A		Not Analyzed
FT MORTAR/ BATHROOM 1	TEM NYS 198.4 NOB				N/A		Not Analyzed

Initial Report From 07/08/2011 12:56:46

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7888 Phone: (908) 526-1000
Project: **DAYCARE/ 422 WEST 20TH STREET/ NYC**

Customer ID: ACAD78U
Customer PO:
Received: 07/08/11 7:19 PM
EMSL Order: 031120848
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
D34	PLM NYS 198.1 Friable						Not Analyzed
031120848-0034	PLM NYS 198.6 NOB	7/7/2011	Gray		N/A	Inconclusive: None Detected	
FT ADHESIVE/ BATHROOM 1	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	None Detected	
D35	PLM NYS 198.1 Friable						Not Analyzed
031120848-0035	PLM NYS 198.6 NOB	7/7/2011			N/A	Not Submitted	
FT ADHESIVE/ BATHROOM 1	TEM NYS 198.4 NOB	7/8/2011			N/A	Not Submitted	
D36	PLM NYS 198.1 Friable						Not Analyzed
031120848-0036	PLM NYS 198.6 NOB	7/7/2011	Green		N/A	Inconclusive: None Detected	
4" COVEBASE/ THROUGHOUT	TEM NYS 198.4 NOB	7/8/2011	Green		N/A	None Detected	
D37	PLM NYS 198.1 Friable						Not Analyzed
031120848-0037	PLM NYS 198.6 NOB	7/7/2011	Green		N/A	Inconclusive: None Detected	
4" COVEBASE/ THROUGHOUT	TEM NYS 198.4 NOB	7/8/2011	Green		N/A	None Detected	
D38	PLM NYS 198.1 Friable						Not Analyzed
031120848-0038	PLM NYS 198.6 NOB	7/7/2011	Yellow		N/A	Inconclusive: None Detected	
MASTIC W/ HA 17/ THROUGHOUT	TEM NYS 198.4 NOB	7/8/2011	Yellow		N/A	None Detected	
D39	PLM NYS 198.1 Friable						Not Analyzed
031120848-0039	PLM NYS 198.6 NOB	7/7/2011	Yellow		N/A	Inconclusive: None Detected	
MASTIC W/ HA 17/ THROUGHOUT	TEM NYS 198.4 NOB	7/8/2011	Yellow		N/A	None Detected	

Initial Report From 07/08/2011 12:56:46

EMSL Analytical, Inc.
307 West 36th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **DAYCARE/ 422 WEST 20TH STREET/ NYC**

Customer ID: ACAD78U
Customer PO:
Received: 07/08/11 7:19 PM
EMSL Order: 031120648
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments

NOB = Non Friable Organically Bound
N/A = Not Applicable

Analyst(s)
Alexander Baller
Albert Grohmann
Derrick Young

James Hall, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. The above test report relates only to the items tested. This test report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. EMSL bears no responsibility for sample collection activities or analytical method limitations. The results in this report meet all requirements of the NELAC Standards unless otherwise noted. The laboratory is not responsible for the accuracy of results when requested to physically separate and analyze layered samples. PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB's. Quantitative TEM is currently the only method that can be used to determine if a NOB material can be considered or treated as non-asbestos containing.

Samples analyzed by EMSL Analytical, Inc. New York, NY NVS ELAP 11506

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only): DAYCARE

B

EMSL ANALYTICAL, INC.
307 WEST 38TH STREET
NEW YORK, NEW YORK 10018
PHONE: (212) 290-0051
FAX: (212) 290-0058

03/20/08

Company: ARCADIS		**EMSL-Bill to:** ☒ Same ☐ Different If Bill to is Different note instructions in Comments**: *Third Party Billing requires written authorization from third party*	
Street: 35 Columbia Rd			
City: Branchburg	**State/Province:** NJ	**Zip/Postal Code:** 08876	**Country:** USA
Report To (Name):		**Fax #:** 908 526 7886	
Telephone #: 908-526-1000		**Email Address:** peter.barnes@arcadis-us.com	
Project Name/Number:			
Please Provide Results: ☐ Fax ☒ Email	**Purchase Order:**	**U.S. State Samples Taken:** NY	

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PCM - Air
- ☐ NIOSH 7400
- ☐ w/ OSHA 8hr. TWA

PLM - Bulk (reporting limit)
- ☐ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)

Point Count
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)

Point Count w/Gravimetric
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)
- ☐ NYS 198.1 (friable in NY)
- ☑ NYS 198.6 NOB (non-friable-NY)
- ☐ NIOSH 9002 (<1%)

TEM – Air ☐ 4-4.5hr TAT (AHERA only)
- ☐ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312

TEM - Bulk
- ☐ TEM EPA NOB
- ☐ NYS NOB 198.4 (non-friable-NY)
- ☐ Chatfield SOP
- ☐ TEM Mass Analysis-EPA 600 sec. 2.5

TEM – Water: EPA 100.2
- Fibers >10µm ☐ Waste ☐ Drinking
- All Fiber Sizes ☐ Waste ☐ Drinking

TEM- Dust
- ☐ Microvac - ASTM D 5755
- ☐ Wipe - ASTM D6480
- ☐ Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite
- ☐ PLM CARB 435 - A (0.25% sensitivity)
- ☐ PLM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - C (0.01% sensitivity)
- ☐ EPA Protocol (Semi-Quantitative)
- ☐ EPA Protocol (Quantitative)

Other:
- ☐

☒ **Check For Positive Stop – Clearly Identify Homogenous Group**

Samplers Name: Peter Barnes **Samplers Signature:**

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled

2007 JUL -6 PM 7:1

EMSL MANHATTAN LAB RECEIVED

Client Sample # (s): **Total # of Samples:** 8

Relinquished (Client): **Date:** 7/6/07 **Time:**

Received (Lab): **Date:** **Time:**

Comments/Special Instructions: Analyze as per NYC Protocol

Sampling Technician: Pete Dana Mail Code: 422 W. 20th St. NYC (DAYCARE)

HA No.	Material Type	Id	Sample Location	Friable	Method	Notes
01	Pulp thinstech board	Δ 01	Room 1 Room 2 Hallway			
01		Δ 02				
01		Δ 03				03 / 120648
02	12x12 white tile speckled Floor	Δ 04	Room 1			
03	Associated with H01	Δ 05				EMSL MANHATTAN LAB RECEIVED 2011 JUL -6 PM 7:19
03	Associated with H02	Δ 06				
02	12 x12 white Tile speckled Floor	Δ 07				
04	Light Gray 12x12 FT speckled	Δ 08	Room 1, Hallway Staff bath,			
04	Light Grey speckled 12x12 F.T.	Δ 09				1

Date Sampled: 7/6/11 Project #: Page 1 of 5

Sampling Technician: Pete Barnes Mail Code: 422 W. 20th St., NYC/DAYCARE

HA No.	Material Type	Sample #	Sample Location	Friable	Method	Notes
05	Mastic associated HA 04	Δ10	Room 1, Hallway staff bath			
05		Δ11				
06	Dark Brown 12x12 F.T	Δ12	Room 1			
06		Δ13				
07	Grey streaks 12x12 tile	Δ14	Room 1			
07		Δ15				
08	Heavy speckled white 12x12 F.T	Δ16	Room 1 Bath 2			
08		Δ17				
09	Gypsum Wallboard	Δ18	Room 1 Room 2			

EMSL MANHATTAN LAB RECEIVED 2011 JUL -6 PM 7:19

Date Sampled: 7/6/11 Project #: 031120648 Page 2 of 5

Sampling Technician: Luke Daras Mail Code: 422 W. 20th st, NYC

HA No.	Material Type	Id	Sample Location	Friable	Method	Notes
09	Wallboard	19	Room 1 Room 2			
10	Gypsum joint cpd	20	"			
10	"	21	"			
11	Brown heavy speckled 12x12 F.T.	22	Room 2			
11	"	23	"			
12	Mastic associated w/ HA 12	24	Room 2			
12	Mastic associated w/HA 12	25	"			
13	Plaster Wall	26	Hall, Room 1			
13	Plaster Wall	27	"			

EMSL MANHATTAN LAB
RECEIVED
2011 JUL -6 PM 7:19

Date Sampled: 7/6/11 Project #: 03120648 Page 3 of 5

Sampling Technician: P. Burns Mail Code: DAYCARE

HA No.	Material Type	#	Sample Location	Friable	Method	Notes
13	Plaster Wall	D (28)	Dally Room, 1			
14	Plaster ceiling	D (29)	Room 1			
14	Plaster ceiling	D (30)	Room 2			
14	Plaste ceiling	D (31)	Hallway			
15	Floor tile Mortar	D (32)	Bathroom 1			
15	"	D (33)	"			
16	Flour tile Adhesive	D (34)	"			
16	"	D (35)	"			
17	4" cove base	D (36)	Throughout			

EMSL MANHATTAN LAB
RECEIVED
2011 JUL -6 PM 7:19

Date Sampled: 7/6/11 Project #: 031120[illegible] Page 4 of 5

Sampling Technician: Peter Barnes Mail Code: DAYCARE

HA No.	Material Type	Id	Sublocation	Friable	Method	Notes
17	4" Cove base	37	throughout			
18	Mastic w/ HA 17	38				
19		39				

EMSL-MANHATTAN LAB
RECEIVED
2011 JUL -6 PM 7:20

Date Sampled: 7/6/11 Project #: 03120648 Page 5 of 5

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **422 WEST 20TH STREET**

Customer ID: ACAD78U
Customer PO:
Received: 07/06/11 7:20 PM
EMSL Order: 031120649
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comments
01	PLM NYS 198.1 Friable						Not Analyzed
031120649-0001	PLM NYS 198.6 NOB	7/7/2011	Beige		N/A	Inconclusive: None Detected	
12X12 BEIGE FT/ APT 5G/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Beige		N/A	11.3% Chrysotile 11.3% Total	
02	PLM NYS 198.1 Friable						Not Analyzed
031120649-0002	PLM NYS 198.6 NOB	7/7/2011	Beige		N/A	Inconclusive: None Detected	
12X12 BEIGE FT/ APT 5G/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011			N/A	Positive Stop (Not Analyzed)	
03	PLM NYS 198.1 Friable						Not Analyzed
031120649-0003	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA 1/ APT 5G/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Black		N/A	1.5% Chrysotile 1.5% Total	
04	PLM NYS 198.1 Friable						Not Analyzed
031120649-0004	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA 1/ APT 5G/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011			N/A	Positive Stop (Not Analyzed)	
05	PLM NYS 198.1 Friable						Not Analyzed
031120649-0005	PLM NYS 198.6 NOB	7/7/2011	Brown		N/A	Inconclusive: None Detected	
12X12 LIGHT BROWN SPECKLED FT/ APT 5D/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	
06	PLM NYS 198.1 Friable						Not Analyzed
031120649-0006	PLM NYS 198.6 NOB	7/7/2011	Brown		N/A	Inconclusive: None Detected	
12X12 L GHT BROWN SPECKLED FT/ APT 5D/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	
07	PLM NYS 198.1 Friable						Not Analyzed
031120649-0007	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA 03/ APT 5D/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Black		N/A	None Detected	

Initial Report From 07/08/2011 15:45:26

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax (908) 526-7886 Phone: (908) 526-1000
Project: **422 WEST 20TH STREET**

Customer ID: ACAD78U
Customer PO:
Received: 07/08/11 7:20 PM
EMSL Order: 031120649
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
08	PLM NYS 198.1 Friable						Not Analyzed
031120649-0008	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA 03/ APT 5D/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Black		N/A	<1% Chrysotile <1% Total	
09	PLM NYS 198.1 Friable						Not Analyzed
031120649-0009	PLM NYS 198.6 NOB	7/7/2011	Beige		N/A	Inconclusive: None Detected	
12X12 LIGHT BEIGE FT/ APT 4A/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Beige		N/A	7.4% Chrysotile 7.4% Total	
10	PLM NYS 198.1 Friable						Not Analyzed
031120649-0010	PLM NYS 198.6 NOB	7/7/2011	Beige		N/A	Inconclusive: None Detected	
12X12 LIGHT BEIGE FT/ APT 4A/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011			N/A	Positive Stop (Not Analyzed)	
11	PLM NYS 198.1 Friable						Not Analyzed
031120649-0011	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA-05/ APT 4A/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Black		N/A	<1% Chrysotile <1% Total	
12	PLM NYS 198.1 Friable						Not Analyzed
031120649-0012	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA-05/ APT 4A/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Black		N/A	<1% Chrysotile <1% Total	
13	PLM NYS 198.1 Friable						Not Analyzed
031120649-0013	PLM NYS 198.6 NOB	7/7/2011	Green		N/A	Inconclusive: None Detected	
12X12 GREEN FT SELF-STICK/ APT 4J/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Green		N/A	None Detected	
14	PLM NYS 198.1 Friable						Not Analyzed
031120649-0014	PLM NYS 198.6 NOB	7/7/2011	Green		N/A	Inconclusive: None Detected	
12X12 GREEN FT SELF-STICK/ APT 4J/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Green		N/A	None Detected	

Initial Report From 07/08/2011 15:45:26

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: 422 WEST 20TH STREET

Customer ID: ACAD78U
Customer PO:
Received: 07/08/11 7:20 PM
EMSL Order: 031120649
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
15	PLM NYS 198.1 Friable						Not Analyzed
031120649-0015	PLM NYS 198.6 NOB	7/7/2011	Gray	<1% Glass	N/A	Inconclusive: None Detected	
12X12 GREY SELF STICK FT/ APT F/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	None Detected	
16	PLM NYS 198.1 Friable						Not Analyzed
031120649-0016	PLM NYS 198.6 NOB	7/7/2011	Gray	<1% Glass	N/A	Inconclusive: None Detected	
12X12 GREY SELF STICK FT/ APT F/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	<1% Chrysotile <1% Total	
17	PLM NYS 198.1 Friable						Not Analyzed
031120649-0017	PLM NYS 198.6 NOB	7/7/2011	Gray		N/A	Inconclusive: None Detected	
12X12 GREY SPECKLED FT/ APT 4G/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	None Detected	
18	PLM NYS 198.1 Friable						Not Analyzed
031120649-0018	PLM NYS 198.6 NOB	7/7/2011	Gray		N/A	Inconclusive: None Detected	
12X12 GREY SPECKLED FT/ APT 4G/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Gray		N/A	None Detected	
19	PLM NYS 198.1 Friable						Not Analyzed
031120649-0019	PLM NYS 198.6 NOB	7/7/2011	Yellow		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA 09/ APT 4G/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Yellow		N/A	<1% Chrysotile <1% Total	
20	PLM NYS 198.1 Friable						Not Analyzed
031120649-0020	PLM NYS 198.6 NOB	7/7/2011	Yellow		N/A	Inconclusive: None Detected	
MASTIC ASSOC W/ HA 09/ APT 4G/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Yellow		N/A	<1% Chrysotile <1% Total	
21	PLM NYS 198.1 Friable						Not Analyzed
031120649-0021	PLM NYS 198.6 NOB	7/7/2011	White	1.6% Glass	N/A	Inconclusive: None Detected	
12X12 SHELL PATTERN SELF STICK FT/ APT 3A/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	White		N/A	<1% Chrysotile <1% Total	

Initial Report From 07/08/2011 15:45:26

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax: (908)526-7886 Phone: (908) 526-1000
Project: **422 WEST 20TH STREET**

Customer ID: ACAD78U
Customer PO:
Received: 07/06/11 7:20 PM
EMSL Order: 031120649
EMSL Proj:

Test Report:Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos	Comments
22	PLM NYS 198.1 Friable						Not Analyzed
031120649-0022	PLM NYS 198.6 NOB	7/7/2011	White	<1% Glass	N/A	Inconclusive: None Detected	
12X12 SHELL PATTERN SELF STICK FT/ APT 3A/ KITCHEN	TEM NYS 198.4 NOB	7/8/2011	White		N/A	None Detected	
23	PLM NYS 198.1 Friable	7/7/2011	White		100%	None Detected	
031120649-0023	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM JOINT COMPOUND/ KITCHEN/ APT 3A	TEM NYS 198.4 NOB				N/A		Not Analyzed
24	PLM NYS 198.1 Friable	7/7/2011	Gray	5.00% Cellulose	95%	None Detected	
031120649-0024	PLM NYS 198.6 NOB				N/A		Not Analyzed
GYPSUM WALLBOARD/ 2ND FL ON LEFT FROM ENTRANCE	TEM NYS 198.4 NOB				N/A		Not Analyzed
25	PLM NYS 198.1 Friable						Not Analyzed
031120649-0025	PLM NYS 198.6 NOB	7/7/2011	Black		N/A	Inconclusive: None Detected	
BLK WINDOW CAULKING/ APT 2A/ LIVINGROOM	TEM NYS 198.4 NOB	7/8/2011	Black		N/A	None Detected	
26	PLM NYS 198.1 Friable						Not Analyzed
031120649-0026	PLM NYS 198.6 NOB	7/7/2011	Brown	<1% Glass	N/A	Inconclusive: None Detected	
12X12 BROWN SHELL PATTERN SELF STICK FT/ APT 1H	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	<1% Chrysotile <1% Total	
27	PLM NYS 198.1 Friable						Not Analyzed
031120649-0027	PLM NYS 198.6 NOB	7/7/2011	Brown	<1% Glass	N/A	Inconclusive: None Detected	
12X12 BROWN SHELL PATTERN SELF STICK FT/ APT 1H	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	
28	PLM NYS 198.1 Friable						Not Analyzed
031120649-0028	PLM NYS 198.6 NOB	7/7/2011	Brown		N/A	Inconclusive: None Detected	
12X12 BROWN QUARRY TILE SELF STICK/ APT 1J/KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	

Initial Report From 07/08/2011 15:45:26

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051

Attn: **ARCADIS U.S., Inc.**
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **422 WEST 20TH STREET**

Customer ID: ACAD78U
Customer PO:
Received: 07/06/11 7:20 PM
EMSL Order: 031120649
EMSL Proj:

Test Report: Asbestos Analysis of Bulk Material

Sample Description	Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos	Comments
29	PLM NYS 198.1 Friable						Not Analyzed
031120649-0029	PLM NYS 198.6 NOB	7/7/2011	Brown		N/A	Inconclusive: None Detected	
12X12 BROWN QUARRY TILE SELF STICK/ APT 1J/KITCHEN	TEM NYS 198.4 NOB	7/8/2011	Brown		N/A	None Detected	
30	PLM NYS 198.1 Friable						Not Analyzed
031120649-0030	PLM NYS 198.6 NOB	7/7/2011	White	5.7% Glass	N/A	Inconclusive: None Detected	
12X12 WHT TILE FT SELF STICK/ APT 1C	TEM NYS 198.4 NOB	7/8/2011	White		N/A	None Detected	
31	PLM NYS 198.1 Friable						Not Analyzed
031120649-0031	PLM NYS 198.6 NOB	7/7/2011	White	3.5% Glass	N/A	Inconclusive: None Detected	
12X12 WHT TILE FT SELF STICK/ APT 1C	TEM NYS 198.4 NOB	7/8/2011	White		N/A	None Detected	

NO2 = Non Friable Organically Bound
N/A = Not Applicable

Analyst(s)
Alexander Baker
Derrick Young
Henry Akintunde

James Hall, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. The above test report relates only to the items tested. This test report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. EMSL bears no responsibility for sample collection activities or analytical method limitations. The results in this report meet all requirements of the NELAC Standards unless otherwise noted. The laboratory is not responsible for the accuracy of results when requested to physically separate and analyze layered samples. PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB's. Quantitative TEM is currently the only method that can be used to determine if a NOB material can be considered or treated as non-asbestos containing.

Samples analyzed by EMSL Analytical, Inc. New York, NY NYS ELAP 11506

031120649

EMSL ANALYTICAL, INC.
LABORATORIES · PRODUCTS · TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only): 422 W-20th NYC 031120649

(C)

EMSL ANALYTICAL, INC.
307 WEST 38TH STREET
NEW YORK, NEW YORK 10018
PHONE: (212) 290-0051
FAX: (212) 290-0058

Company: ARCADIS		**EMSL-Bill to:** ☒ Same ☐ Different If Bill to is Different note instructions in Comments** *Third Party Billing requires written authorization from third party*	
Street: 35 Columbia Rd			
City: Branchburg	**State/Province:** NJ	**Zip/Postal Code:** 08876	**Country:** USA
Report To (Name):		**Fax #:** 908-526-7886	
Telephone #: 908-526-1000		**Email Address:** peter.banas@arcadis-us.com	
Project Name/Number:			
Please Provide Results: ☐ Fax ☒ Email	**Purchase Order:**	**U.S. State Samples Taken:**	

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.*

PCM - Air
- ☐ NIOSH 7400
- ☐ w/ OSHA 8hr. TWA

PLM - Bulk (reporting limit)
- ☐ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)

Point Count
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)

Point Count w/Gravimetric
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)
- ☐ NYS 198.1 (friable in NY)
- ☒ NYS 198.6 NOB (non-friable-NY)
- ☐ NIOSH 9002 (<1%)

TEM – Air ☐ 4-4.5hr TAT (AHERA only)
- ☐ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312

TEM - Bulk
- ☐ TEM EPA NOB
- ☑ NYS NOB 198.4 (non-friable-NY)
- ☐ Chatfield SOP
- ☐ TEM Mass Analysis-EPA 600 sec. 2.5

TEM – Water: EPA 100.2
- Fibers >10µm ☐ Waste ☐ Drinking
- All Fiber Sizes ☐ Waste ☐ Drinking

TEM- Dust
- ☐ Microvac - ASTM D 5755
- ☐ Wipe - ASTM D6480
- ☐ Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite
- ☐ PLM CARB 435 - A (0.25% sensitivity)
- ☐ PLM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - C (0.01% sensitivity)
- ☐ EPA Protocol (Semi-Quantitative)
- ☐ EPA Protocol (Quantitative)

Other:
- ☐

☒ **Check For Positive Stop – Clearly Identify Homogenous Group**

Samplers Name: [signature] **Samplers Signature:** [signature]

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled

EMSL-MANHATTAN LAB RECEIVED 2011 JUL -6 PM 7:20

Client Sample # (s): **Total # of Samples:** 31

Relinquished (Client): [signature] **Date:** 7/6/11 **Time:**

Received (Lab): [signature] **Date:** 7/6 **Time:**

Comments/Special Instructions: Analyze as per NYC protocol

Sampling Technician: Pete Banas Mail Code: 422 W. 20th NYC, NY

HA No.	Material Type	Id	Sample Location	Friable	Method	Notes
1	12x12 Beige FT	01	Apt-5G Kitchen			03112645
1	"	02	"			
2	Mastic associated w HA1	03	"			
2	"	04	"			
03	12x12 Light Brown speckled F.T	05	Apt-5A Kitchen			
03	"	06	"			
04	Mastic associated w/ HA 03	07	"			
04	"	08	"			
05	12x12 Light Beige F.T.	09	Apt. 4A Kitchen			

Sampled: 7/6/11 Project #: Page 1 of

EMSL MANHATTAN LAB
RECEIVED
2011 JUL -6 PM 7:20

Sampling Technician: P. Brinos Mail Code: 422 W. 20th St. NYC

HA No.	Material Type	Id	Sample Location	Friable	Method	Notes
05	Light beige 12X12 FT.	10	Apt. 4A Kitchen			
06	Mastic Associated w/ HA 05	11	"			
06	"	12	"			
07	12X12 Green FT Self stick	13	Apt. 4J Kitchen			Top layer
07	"	14	"			"
08	12X12 Grey Self stick Floor tile	15	Apt. 4F Kitchen			Top layer
08	"	16	"			"
09	12X12 Grey Speckled Floor tile	17	Apt. 4C Kitchen			
09	"	18	"			"

Date Sampled: 7/6/11 Project #: 03112064P Page 2 of 4

NYC DEP BUREAU OF ENVIRONMENTAL SURVEILLANCE & INDOOR AIR QUALITY MANHATTAN LAB RECEIVED 2011 JUL -8 PM 7:20

Sampling Technician: R. Barnes Mail Code: 422 W. 20th St. NYC

HA No.	Material Type	Id	Sample Location	Friable	Method	Notes
10	Mastic Associated w/ HA 09	19	Apt-4G Kitchen			
10	"	20	"			
11	12X12 Shell Pattern self stick Floor Tile	21	Apt. 3A Kitchen			Top layer
11	"	22	"			"
12	Gypsum Joint Cpd	23	Kitchen Apt. 3A			
13	Gypsum Wallboard	24	2nd Room on left from entrance			
14	Black Window Caulking	25	Apt. 2A Living Rm.			
15	12X12 Brown shell Pattern self stick Floor Tile	26	Apt. 1H			Top layer
15	"	27	"			"

EMSL MANHATTAN LAB RECEIVED 2011 JUL -6 PM 7:20

Date Sampled: 7/6/11 Project #: 031120649 Page 3 of 4

Sampling Technician: Pete Banas Mail Code: 422 w. 60th UYC

HA No.	Material Type	Id	Sample Location	Friable	Method	Notes
16	12x12 Brown granite like self stick	28	Apt. 1J Kitchen			Top layer
16	"	29	"			"
17	12x12 white tile floor tile self stick	30	Apt 1C			Top layer
17	"	31	"			"

EMSL MANHATTAN LAB
RECEIVED
2011 JUL -6 PM 1:20

Date Sampled: 7/6/11 Project #: 031120641 Page 4 of 4

400

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051 Fax: (212) 290-0058 Email: manhattanlab@emsl.com

Attn: **PETER BANAS**
ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **422 W. 20TH ST., NYC/ DAYCARE**

Customer ID: ACAD78U
Customer PO:
Received: 07/06/11 7:18 PM
EMSL Order: 031120717
EMSL Proj:

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
LBP-01	0001	7/6/2011	7/7/2011	<0.010 % wt
	Site: BLUE PAINT CHIP/ WINDOW BAYS			
LBP-02	0002	7/6/2011	7/7/2011	<0.010 % wt
	Site: BEIGE PAINT CHIP/ ROOM 1, ROOM 2 (WALLS)			
LBP-03	0003	7/6/2011	7/7/2011	<0.010 % wt
	Site: LIME GREEN PAINT CHIP/ BASEBOARD HEATER COVERS			
LBP-04	0004	7/6/2011	7/7/2011	<0.010 % wt
	Site: PINK PAINT CHIP/ ROOM 1 WALL			
LBP-05	0005	7/6/2011	7/7/2011	<0.010 % wt
	Site: WHITE PAINT CHIP/ ROOM 1, 2 (CEILINGS)			

Initial report from 07/07/2011 13:33:53

M. Apfeldorfer

Miron Apfeldorfer, Laboratory Manager
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

* slight modifications to methods applied Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted

Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC–ELLAP Lab 102581, NYS ELAP 11506

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only): 031720717

EMSL ANALYTICAL, INC.
307 WEST 38TH STREET
NEW YORK, NY 10018
PHONE: (212) 290-0051
FAX: (212) 290-0058

Company: ARCADIS		EMSL-Bill to: ☒ Same ☐ Different If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party	
Street: 35 Columbia Rd			
City: Branchburg	State/Province: NJ	Zip/Postal Code: 08876	Country: USA
Report To (Name): Peter Banas		Fax #: 908-526-7886	
Telephone #: 908-526-1000		Email Address: peter.banas@arcadis-us.com	
Project Name/Number: 422 W. 20th St. NYC			
Please Provide Results: ☐ Fax ☒ Email	Purchase Order:	U.S. State Samples Taken: NY	

Turnaround Time (TAT) Options* - Please Check

☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
Chips ☒ by wt. ☐ micro* ☐ ppm	SW846-7000B/7420 or AOAC 974.02	Flame Atomic Absorption	0.01%	☒
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	☐
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	☐
	NIOSH 7300 modified	ICP-AES	0.5 µg/filter	☐
☐ ASTM ☐ non ASTM *If not checked, non-ASTM Wipe is assumed	SW846-7000B/7420	Flame Atomic Absorption	10 µg/wipe	☐
	SW846-6010B or C	ICP-AES	0.5 µg/wipe	☐
TCLP	SW846-1311/7420/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	☐
Soil	SW846-7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)	☐
	SW846-7421	Graphite Furnace AA	0.3 mg/kg (ppm)	☐
	SW846-6010B or C	ICP-AES	2 mg/kg (ppm)	☐
Wastewater	SM3111B or SW846-7000B/7420	Flame Atomic Absorption	0.04 mg/L (ppm)	☐
	EPA 200.9	Graphite Furnace AA	0.002 mg/L (ppm)	☐
	SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	☐
Drinking Water	EPA 200.9	Graphite Furnace AA	0.002 mg/L (ppm)	☐

Other:		Preservation Method (Water):	
Name of Sampler: Pete Banas		Signature of Sampler:	

Sample #	Location	Volume/Area	Date Sampled

pH < 2 with HNO3 at lab

Client Sample #'s				Total # of Samples:	5
Relinquished (Client):		Date:		Time:	
Received (Lab):		Date:	7/06	Time:	7:18
Comments:	Please call Pete with Questions				

Controlled Document – Lead (Pb) COC – R3– 2/23/2011

0511207 17

Sampling Technician: Pete Banas

Mail Code: Paint Chip Samples 422 W. 20th NYC, DAYCARE

HA No.	Material Type	Id	Sample Location	Paints	Method	Notes
L1	Blue Paint Chip	LBP-01	Window Bays			
L2	Beige Paint Chip	LBP-02	Room 1, Room 2 (walls)			
L3	Lime Green Paint Chip	LBP-03	Baseboard Heater covers			
L4	Pink Paint chip	LBP-04	Room 1 Wall			
L5	White Paint chip	LBP-05	Room 1, 2 ceilings			

EMSL MANHATTAN LAB
RECEIVED
2011 JUL -6 PM 7:18

Date Sampled: 1 1

Project #:

Page _____ of _____

A

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051 Fax: (212) 290-0058 Email: manhattanlab@emsl.com

Attn: **Alex Hernandez**
ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **BB012829.0000/ 422 WEST 20TH STREET/ CHELSEA, NY**

Customer ID: ACAD78U
Customer PO:
Received: 05/10/11 1:02 PM
EMSL Order: 031113422
EMSL Proj:

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
BN034101	0001	5/10/2011	5/12/2011	<0.010 % wt
	Site: WHT WALL & CEILING PAINT/ 5J LIVINGROOM			
BN034102	0002	5/10/2011	5/12/2011	0.88 % wt
	Site: GRN, WHT, BLK PAINT ON TOP OF OLD HARDWOOD FLR LYR Desc: 5J CLOSET			
BN034100	0003	5/10/2011	5/12/2011	<0.010 % wt
	Site: CLEAR COAT ON NEW HARDWOOD FLOOR/ 5J LIVINGROOM			
BN034103	0004	5/10/2011	5/12/2011	<0.010 % wt
	Site: WHT. EXT PAINT/ 5TH FLR @ NE ROOF			
BN034105	0005	5/10/2011	5/12/2011	7.7 % wt
	Site: EXT. FIRE ESCAPE GRAY/ RED PAINT/ Desc: 5TH FL EXT. TO APT 5J			
BN034108	0006	5/10/2011	5/12/2011	0.34 % wt
	Site: BROWN HARDWOOD FLOOR PAINT/ VARNISH/ 1G BEDROOM 2			
BN034109	0007	5/10/2011	5/12/2011	23 % wt
	Site: BROWN CEILING & WALL PAINT/ BSMT HEATING OIL RM			
BN034110	0008	5/10/2011	5/12/2011	0.047 % wt
	Site: BLACK TANK/ HEATING OIL ROOM BASEMENT			
BN034112	0009	5/10/2011	5/12/2011	0.059 % wt
	Site: WHITE WALL PAINT/ BASEMENT CORRIDOR			
BN034113	0010	5/10/2011	5/12/2011	0.053 % wt
	Site: BRN STAIRWELL PAINT/ ON STAIRS HANDRAILS B 1-5 FLR			
BN034114	0011	5/10/2011	5/12/2011	<0.010 % wt
	Site: BEIGE DOOR JAMB PAINT/ EMERGENCY EXIT DOOR BSMT			
BN034115	0012	5/10/2011	5/12/2011	0.035 % wt
	Site: BLK FLOOR PAINT/ B CONCRETE FLOORS			

Report Amended: 08/24/2011 12:35:37 Replaces Report Amended: 05/15/2011 09:12:18. Reason Code: DataEntry-Other (see report comment)

M. Apfeldorfer

Miron Apfeldorfer, Laboratory Manager
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

* slight modifications to methods applied Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted

Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC–ELLAP Lab 102581, NYS ELAP 11506

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone: (212) 290-0051 Fax: (212) 290-0058 Email: manhattanlab@emsl.com

Attn: **Alex Hernandez**
ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **BB012829.0000/ 422 WEST 20TH STREET/ CHELSEA, NY**

Customer ID: ACAD78U
Customer PO:
Received: 05/10/11 1:02 PM
EMSL Order: 031113422
EMSL Proj:

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
BN034116	0013	5/10/2011	5/12/2011	<0.010 % wt
	Site: BLUE BOILER PAINT/ B BOILER ROOM			
BN034117	0014	5/10/2011	5/12/2011	<0.010 % wt
	Site: GREEN WALL PAINT IN CORRIDORS/ 3RD FLOOR CORRIDOR			
BN034118	0015	5/10/2011	5/12/2011	0.023 % wt
	Site: GREEN DOOR PAINT & TRIM/ 1ST FL FOYER			

Note: Revisions made as per clients request.

Report Amended: 08/24/2011 12:35:37 Replaces Report Amended: 05/15/2011 09:12:18. Reason Code: DataEntry-Other (see report comment)

M. Apfeldorfer

Miron Apfeldorfer, Laboratory Manager
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

* slight modifications to methods applied. Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted

Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC--ELLAP Lab 102581, NYS ELAP 11506

031113422

EMSL ANALYTICAL, INC.

Lead (Pb) Chain of Custody

EMSL Order ID *(Lab Use Only)*: 031113422

Company: AECOM-US
Street: 25 Columbia Rd
City: Branchburg | State/Province: NJ | Zip/Postal Code: | Country:
Report To (Name): Cory Snyder / Alex Hernandez
Telephone #: 732 564 4225
Fax #:
Email Address: cory.snyder@aecom.com; alex.hernandez@aecom.com
Project Name/Number: 472 West 20th St Chelsea NY B&C122219.0000
Please Provide Results: ☐ Fax ☐ Email | Purchase Order: | U.S. State Samples Taken:

EMSL-Bill to: ☒ Same ☐ Different
If Bill to is Different note instructions in Comments**
Third Party Billing requires written authorization from third party

Turnaround Time (TAT) Options* - Please Check

☐ 3 Hour | ☐ 6 Hour | ☐ 24 Hour | ☐ 48 Hour | ☐ 72 Hour | ☐ 96 Hour | ☐ 1 Week | ☒ 2 Week

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix		Method	Instrument	Reporting Limit	Check
Chips	☒ % by wt. ☐ mg/cm² ☐ ppm	SW846-7000B/7420 or AOAC 974.02	Flame Atomic Absorption	0.01%	☑
Air		NIOSH 7082	Flame Atomic Absorption	4 µg/filter	☐
		NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	☐
		NIOSH 7300 modified	ICP-AES	0.5 µg/filter	☐
Wipe* ☐ ASTM ☐ non ASTM *If no box is checked, non-ASTM Wipe is assumed		SW846-7000B/7420	Flame Atomic Absorption	10 µg/wipe	☐
		SW846-6010B or C	ICP-AES	0.5 µg/wipe	☐
TCLP		SW846-1311/7420/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
		SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	☐
Soil		SW846-7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)	☐
		SW846-7421	Graphite Furnace AA	0.3 mg/kg (ppm)	☐
		SW846-6010B or C	ICP-AES	1 mg/kg (ppm)	☐
Wastewater		SM3111B or SW846-7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
		EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	☐
		SW846-6010B or C	ICP-AES	1 mg/kg (ppm)	☐
Drinking Water		EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	☐

Other: | Preservation Method (Water):

Name of Sampler: Cory Snyder | Signature of Sampler:

Sample #	Location	Volume/Area	Date/Time Sampled
Please see attached sheet			

Client Sample #'s | Total # of Samples: 15

Relinquished (Client): | Date: | Time:

Received (Lab): | Date: 5/10 | Time: 1020

Comments:

Longest TAT (2 wks) Analyze for Total Lead, Email Results.

PAINT CHIPS - LEAD

3/11/3422

P/A No.	Material Type	Sample ID: 402 W. 20th St. Sample Location	Finish	Method	Notes
PC 01	White wall + Ceiling Paint	ARCADIS BN034101	5J Living Rm		
PC 02	Cream White + Blk Paint on top of old Hardwood Floor Layer	ARCADIS BN034102	5J. Closet		
PC 03	Clear Coat on New Hardwood Floor	ARCADIS BN034100	5J. Living Rm.		
PC 04	White Ext. Paint	ARCADIS BN034103	5th Flr @ NE Post		
PC 05	Ext. Fire Escape Gray/Red Paint	ARCADIS BN034105	5th Flr Ext. to Apt 5J.		
PC 06	Brown Hardwood Floor Paint/Varnish	ARCADIS BN034108	1G. ~~Living~~ Bedroom 2		
PC 07	Brown Ceiling + Wall Paint	ARCADIS BN034109	Basement Heating Oil Room		
PC 08	Black Tank	ARCADIS BN034110	Heating Oil Room - Basement		
PC 09	White Wall Paint	ARCADIS BN034112	Basement Corridor		Also in Laundry Room

1 of 2

PAINT CHIPS - LEAD 422 West 20th St.

PC-10	Brown Stairwell Paint	ARCADIS BN034113	On stairs, handrails B, 1-5 floors
PC-11	Beige Dbl Tank Paint	ARCADIS BN034114	Emergency Exit Door Basement
PC-12	Black Floor Paint	ARCADIS BN034115	B- Concrete Floor in Shelter
PC-13	Blue Boiler Paint	ARCADIS BN034116	B Boiler Rm
PC-14	Green Wall Paint in Corridors	ARCADIS BN034117	5th Floor Corridor
PC-15	Green Door Paint + Trim	ARCADIS BN034118	1st. Floor

2 of 2

031113422

408

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
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Attn: **Alex Hernandez**
ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **422 WEST 20TH STREET**

Customer ID: ACAD78U
Customer PO:
Received: 06/09/11 4:53 PM
EMSL Order: 031117426
EMSL Proj:

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
PC-0047	0001	6/9/2011	6/11/2011	0.047 % wt
	Site: GRAY PAINT ON ELEVATOR CONTROL RM. FLR			
PC-0048	0002	6/9/2011	6/11/2011	<0.010 % wt
	Site: GRAY PAINT ON CONTROL PANELS IN ELEV. CONTROL RM.			
PC-0049	0003	6/9/2011	6/11/2011	<0.010 % wt
	Site: BLACK DOOR PAINT ON ELEV. CONTROL RM. ENTRANCE			
PC-0050	0004	6/9/2011	6/11/2011	0.035 % wt
	Site: BLACK PAINT ON STAIRS TO ELEVATOR CONTROL RM.			
PC-0062	0005	6/9/2011	6/11/2011	16 % wt
	Site: BLACK FIRE ESCAPE PAINT IN ALLEY Desc: APT. 2C ALLEY FIRE ESCAPE			
PC-0072	0006	6/9/2011	6/11/2011	0.32 % wt
	Site: BLACK PAINT CHIP ON FRONT STAIR TO BASEMENT Desc: STAIRS FROM ST TO BASEMENT @ LAUNDRY			
PC-0077	0007	6/9/2011	6/11/2011	11 % wt
	Site: BLACK PAINT ON 20TH ST. FIRE ESCAPE Desc: APT. 5E EXT. 20TH ST. FIRE ESCAPE			

Initial report from 06/11/2011 16:55:01

M. Apfeldorfer

Miron Apfeldorfer, Laboratory Manager
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

* slight modifications to methods applied Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted

Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC–ELLAP Lab 102581, NYS ELAP 11506

Asbestos • Lead • Environmental • Materials & Indoor Air Analysis

EMSL Analytical, Inc.

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Attn: **Cory Snyder**
ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876
Phone: (908) 526-1000
Fax: (908) 526-7886

5/23/2011

The following analytical report covers the analysis performed on samples submitted to EMSL Analytical, Inc. on 5/10/2011. The results are tabulated on the attached data pages for the following client designated project:

422 West 20th St., Chealsea, NY / BB018219.0000

The reference number for these samples is EMSL Order #011102384. Please use this reference when calling about these samples. If you have any questions, please do not hesitate to contact me at (856) 858-4800.

Reviewed and Approved By:

Julie Smith - Laboratory Director or other approved signatory

ACCREDITED IN ACCORDANCE WITH NELAP

The test results contained within this report meet the requirements of NELAC and/or the specific certification program that is applicable, unless otherwise noted.
NELAP Certifications: NJ 04653, NY 10896, PA 68-00367

The samples associated with this report were received in good condition unless otherwise noted. This report relates only to those items tested as received by the laboratory. The QC data associated with the sample results meet the recovery and precision requirements established by the NELAP, unless specifically indicated. All results for soil samples are reported on a dry weight basis, unless otherwise noted. This report may not be reproduced except in full and without written approval by EMSL Analytical, Inc.

EMSL Analytical, Inc.
3 Cooper St., Westmont, NJ 08108
Phone: (856) 858-4800 Fax: (856) 858-4571 Email: jsmith@emsl.com

Attn: **Cory Snyder**
ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876
Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **422 West 20th St., Chealsea, NY / BB018219.0000**

Customer ID: ACAD78U
Customer PO: BB018219.0000
Received: 05/10/11 5:00 PM
EMSL Order: 011102384

Analytical Results

Client Sample Description BN034104 White Ext. Paint - 5th Flr. @ Roof — *Collected:* 5/9/2011 *Lab ID:* 0001

Method	Parameter	Result	Reporting Limit	Units	Analysis Date	Analyst
3540C/8082	Aroclor-1016	ND	0.63	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1221	ND	0.63	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1232	ND	0.63	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1242	ND	0.63	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1248	ND	0.63	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1254	0.70	0.63	mg/Kg	5/16/2011	ehernandez
Aroclor 1254 was detected in the method blank above the reporting limit, therefore the result may be biased high. Sample was also depleted during extraction.						
3540C/8082	Aroclor-1260	ND	0.63	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1262	ND	0.63	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1268	ND	0.63	mg/Kg	5/16/2011	ehernandez

Client Sample Description BN034106 Fire Escape Gray/Red Paint - Ext. 5th Flr. Apt. 5J — *Collected:* 5/9/2011 *Lab ID:* 0002

Method	Parameter	Result	Reporting Limit	Units	Analysis Date	Analyst
3540C/8082	Aroclor-1016	ND	0.58	mg/Kg	5/17/2011	ehernandez
3540C/8082	Aroclor-1221	ND	0.58	mg/Kg	5/17/2011	ehernandez
3540C/8082	Aroclor-1232	ND	0.58	mg/Kg	5/17/2011	ehernandez
3540C/8082	Aroclor-1242	ND	0.58	mg/Kg	5/17/2011	ehernandez
3540C/8082	Aroclor-1248	ND	0.58	mg/Kg	5/17/2011	ehernandez
3540C/8082	Aroclor-1254	1.1	0.58	mg/Kg	5/17/2011	ehernandez
Aroclor 1254 was detected in the method blank above the reporting limit, therefore the result may be biased high. Sample was also depleted during extraction.						
3540C/8082	Aroclor-1260	ND	0.58	mg/Kg	5/17/2011	ehernandez
3540C/8082	Aroclor-1262	ND	0.58	mg/Kg	5/17/2011	ehernandez
3540C/8082	Aroclor-1268	ND	0.58	mg/Kg	5/17/2011	ehernandez

Client Sample Description BN034107 Ext. Black Window Caulk - Ext. 5th Flr. — *Collected:* 5/9/2011 *Lab ID:* 0003

Method	Parameter	Result	Reporting Limit	Units	Analysis Date	Analyst
3540C/8082	Aroclor-1016	ND	0.75	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1221	ND	0.75	mg/Kg	5/16/2011	ehernandez

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Attn: **Cory Snyder**
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35 Columbia Road
Branchburg, NJ 08876
Fax: (908) 526-7886 Phone: (908) 526-1000
Project: **422 West 20th St., Chealsea, NY / BB018219.0000**

Customer ID: ACAD78U
Customer PO: BB018219.0000
Received: 05/10/11 5:00 PM
EMSL Order: 011102384

Analytical Results

Client Sample Description BN034107
Ext. Black Window Caulk - Ext. 5th Flr.
Collected: 5/9/2011 *Lab ID:* 0003

Method	Parameter	Result	Reporting Limit	Units	Analysis Date	Analyst
3540C/8082	Aroclor-1232	ND	0.75	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1242	ND	0.75	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1248	ND	0.75	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1254	ND	0.75	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1260	ND	0.75	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1262	ND	0.75	mg/Kg	5/16/2011	ehernandez
3540C/8082	Aroclor-1268	ND	0.75	mg/Kg	5/16/2011	ehernandez

Client Sample Description BN034124
White Counter Top Caulk - 1st Flr. 1G Kitchen
Collected: 5/9/2011 *Lab ID:* 0004

Method	Parameter	Result	Reporting Limit	Units	Analysis Date	Analyst
3540C/8082	Aroclor-1016	ND	0.95	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1221	ND	0.95	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1232	ND	0.95	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1242	ND	0.95	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1248	ND	0.95	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1254	ND	0.95	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1260	ND	0.95	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1262	ND	0.95	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1268	ND	0.95	mg/Kg	5/13/2011	ehernandez

Client Sample Description BN034111
Brown Wall Paint - B Heating Oil Tank Room
Collected: 5/9/2011 *Lab ID:* 0005

Method	Parameter	Result	Reporting Limit	Units	Analysis Date	Analyst
3540C/8082	Aroclor-1016	ND	0.93	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1221	ND	0.93	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1232	ND	0.93	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1242	ND	0.93	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1248	ND	0.93	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1254	ND	0.93	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1260	ND	0.93	mg/Kg	5/13/2011	ehernandez
3540C/8082	Aroclor-1262	ND	0.93	mg/Kg	5/13/2011	ehernandez

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Attn: **Cory Snyder**
ARCADIS U.S., Inc.
35 Columbia Road
Branchburg, NJ 08876

Fax: (908) 526-7886 Phone: (908) 526-1000

Project: **422 West 20th St., Chealsea, NY / BB018219.0000**

Customer ID: ACAD78U
Customer PO: BB018219.0000
Received: 05/10/11 5:00 PM
EMSL Order: 011102384

Analytical Results

Client Sample Description BN034111
Brown Wall Paint - B Heating Oil Tank Room

Collected: 5/9/2011 *Lab ID:* 0005

Method	*Parameter*	*Result*	*Reporting Limit*	*Units*	*Analysis Date*	*Analyst*
3540C/8082	Aroclor-1268	ND	0.93	mg/Kg	5/13/2011	ehernandez

Definitions:
ND - indicates that the analyte was not detected at the reporting limit

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Environmental Chemistry
Chain of Custody

EMSL Order Number (*Lab Use Only*):

011102384

EMSL ANALYTICAL, INC.
3 COOPER ST.
WESTMONT, NJ 08108
PHONE: (856) 858-4800
FAX: (856) 858-3899

Report To Contact Name: Cory Snyder	**Bill To Company:** Arcadis-US	**Sampled By (Signature):** Cory Snyder
Company Name:	**Attention To:** Jim Kalafsky	**Number of Samples In Shipment:** 5
Address 1:	**Address 1:** 35 Columbia Rd.	**Date of Shipment:** 5.10.11
Address 2:	**Address 2:** Branchburg, NJ	**U.S. State where Samples Collected:**
Phone : **Fax :**	**Phone:** **Fax:**	**Purchase Order:**
Email Results To: Cory.Snyder@arcadis-us.com	**Project Name:** 422 West 20th St. Chelsea, NY B80182190000	

Standard Turnaround Time: ☒ 2 Weeks | **The following TAT's are subject to lab approval:** ☐ 1 Week ☐ 4 Days ☐ 3 Days ☐ 2 Days ☐ 1 Day

Failure to complete will hinder processing of samples

Client Sample ID	Comp	Grab	Date/Time	Matrix (W=Water, S=Soil, A=Air, SL=Sludge, O=Other)	Preservative (1=HCL, 2=HNO3, 3=H2SO4, 4=ICE, 5=Other)	List Test(s) Needed: Total PCB's	Comments
01 Please see attached		✓	5.9.11			✓	
02		✓				✓	
03		✓				✓	
04		✓				✓	
05		✓	↓			✓	

Released By (Signature)	Date & Time	Received By	Date & Time
Cory Snyder	5.10.11 1400	[illegible]	~~5/10~~ 5/10 1040
Tony TPBS	5/10/11	Tony TPBS	5.10.11
		[illegible]	5 10 11 5PM

Please indicate reporting requirements: ☐ Results Only ☐ Results and QC ☐ Reduced Deliverables ☐ Disk Deliverable ☐ Other ____

Instructions or Comments:
Longest TAT, email results.

Sampling Technician:

PCB's PAINT CHIPS/CAULK

Test Code:

01110238 4

	HA No.	Material Type	Sample Id 422 W. 20th St.	Sample Location	Friable	Method	Notes
(1)	PCB-01	White Ext. Paint	ARCADIS BN034104	5th Flr. C Roof.			PC-04
(2)	PCB-02	Fire Escape Gray/Red. Paint.	ARCADIS BN034106	Ext. 5th Flr Apt. 5J			PC-05
(3)	PCB-03	Ext. Black Window Caulk	ARCADIS BN034107	Ext. 5th Flr.			Also HA-18
(4)	PCB-04	White CounterTop Caulk	BN034124	1st Flr. 1G Kitchen			Also HA-05
(5)	PCB-05	Brown Wall Paint	ARCADIS BN034111	B-E Heating Oil tank Room			Also PC-
							See Sketch @ top

Date Sampled:

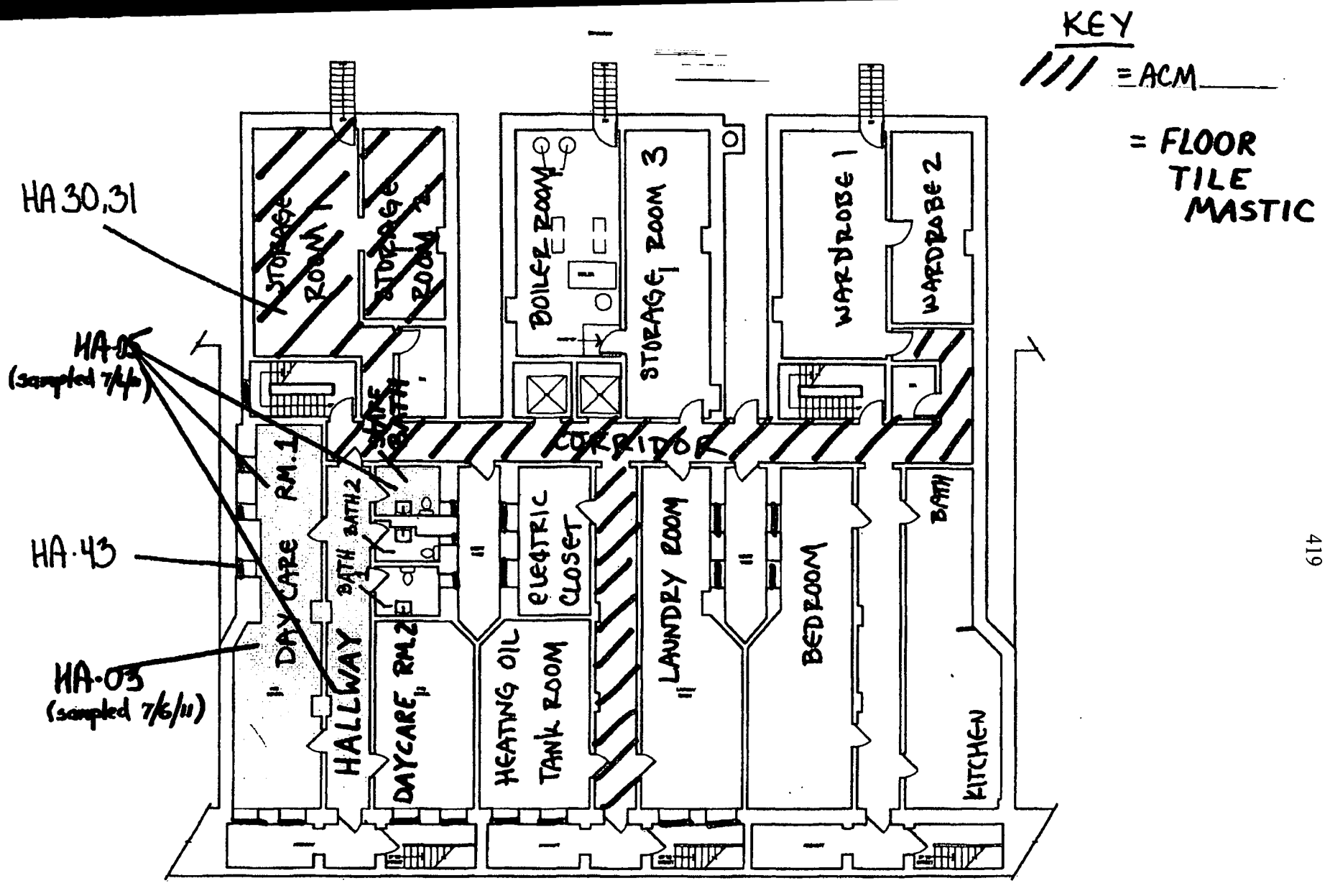
Project #:

1 of 1

ARCADIS

Attachment **D**

Sample Location Drawings

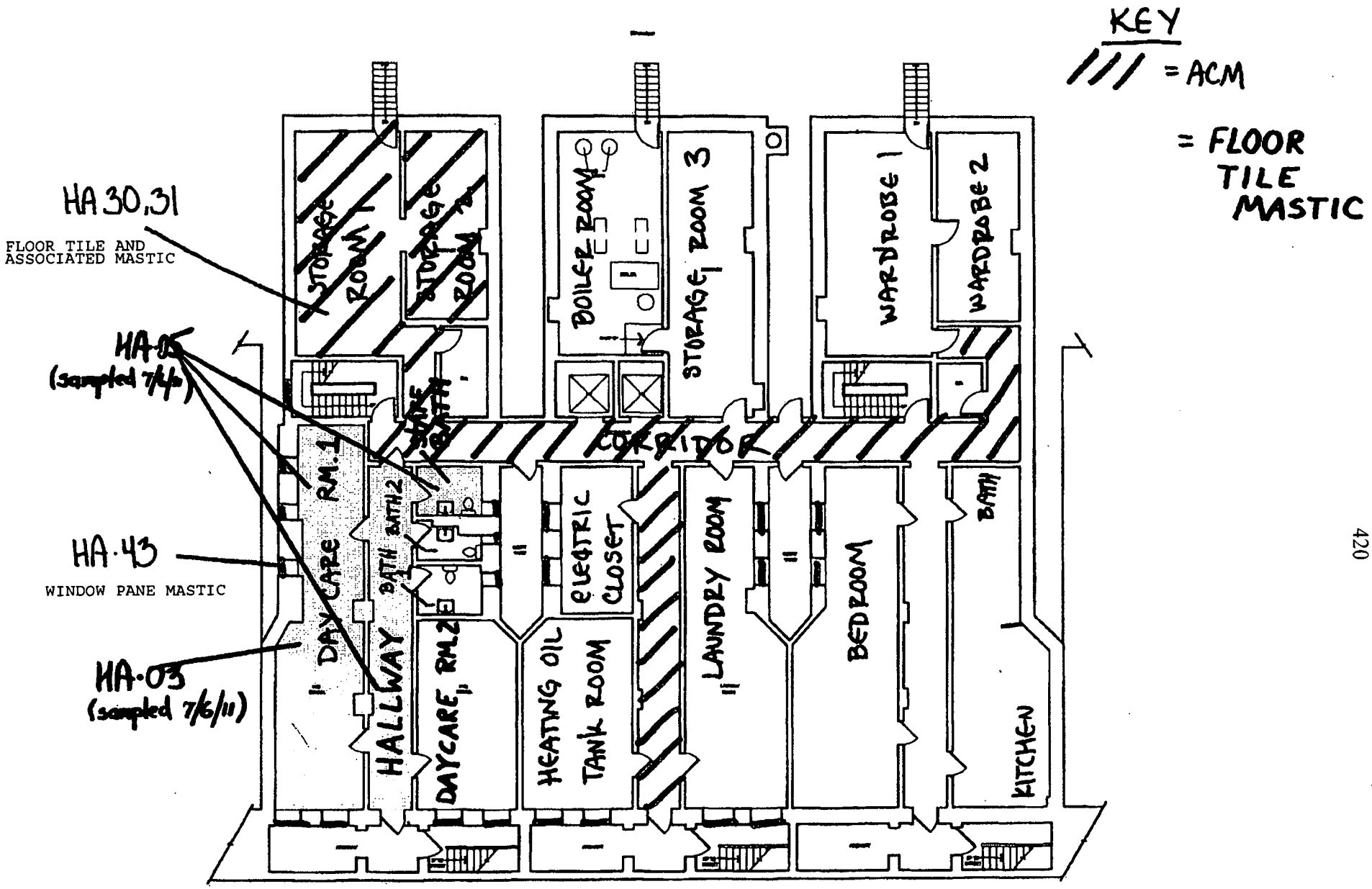


Sample Drawing Key

HA = Homogenous Area of ACM

= Sample Number

BASEMENT PLAN

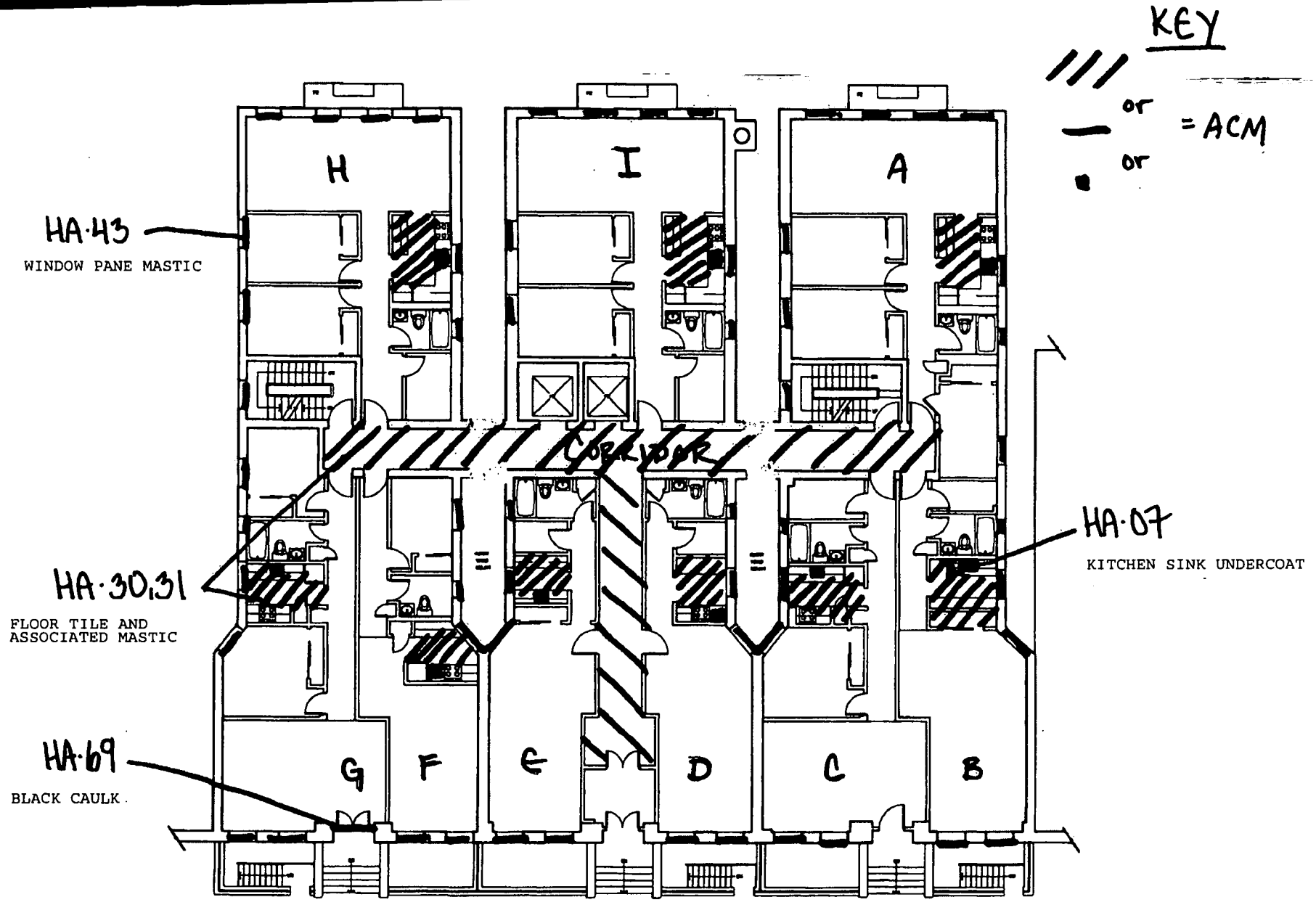


Sample Drawing Key

HA = Homogenous Area of ACM

= Sample Number

BASEMENT PLAN

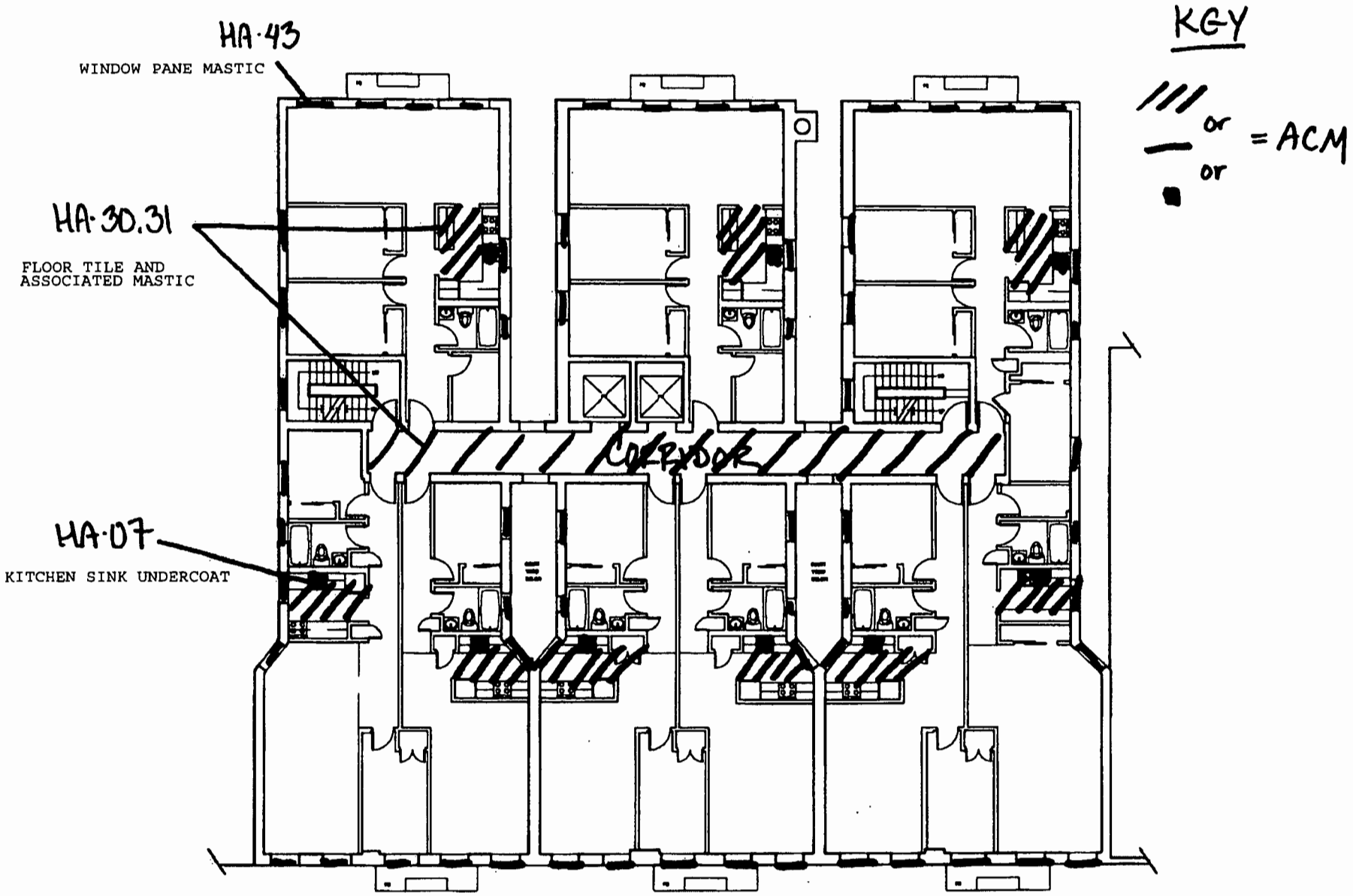


Sample Drawing Key

HA = Homogenous Area of ACM

= Sample Number

FIRST FLOOR PLAN

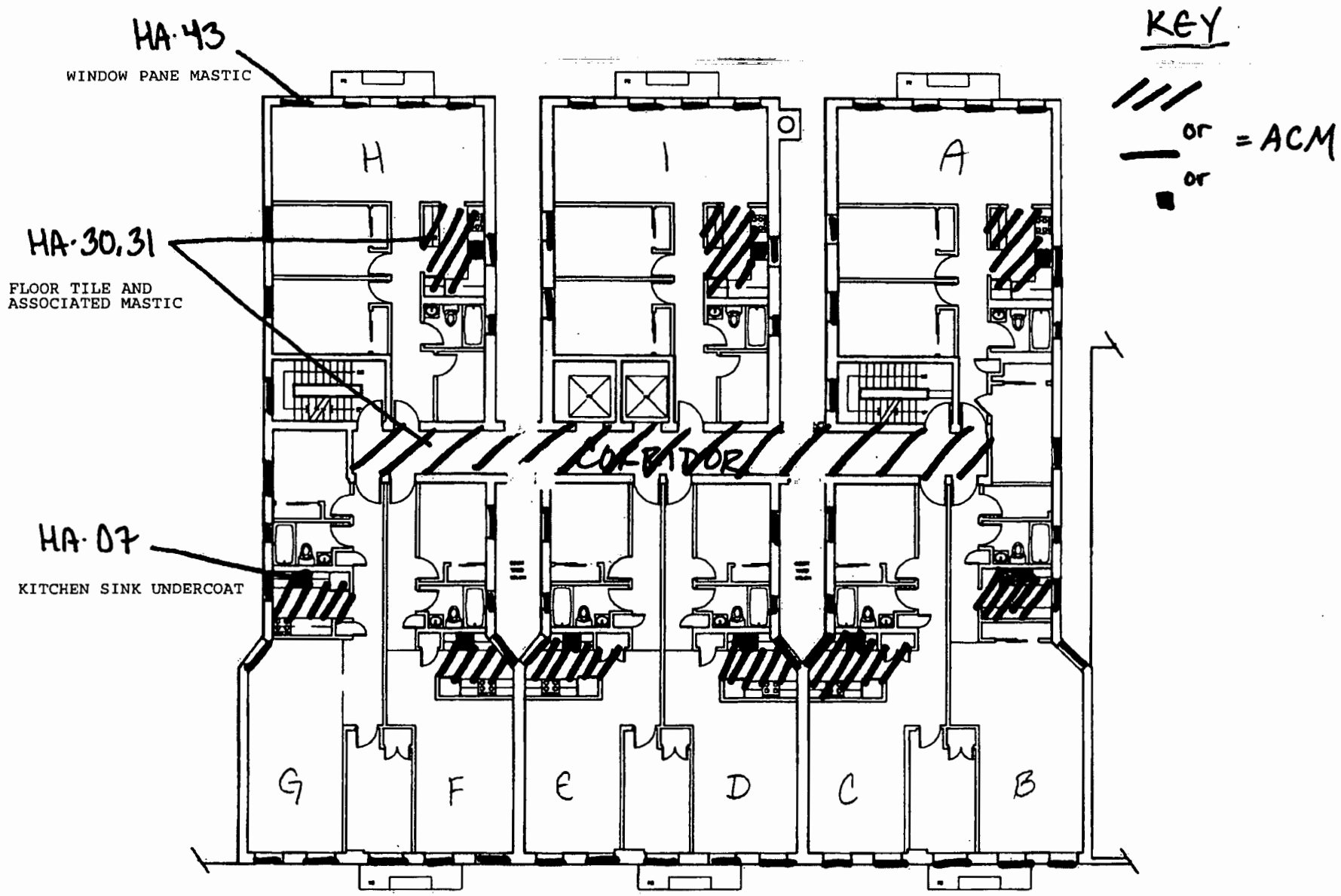


Sample Drawing Key

HA = Homogenous Area of ACM

= Sample Number

SECOND FLOOR PLAN

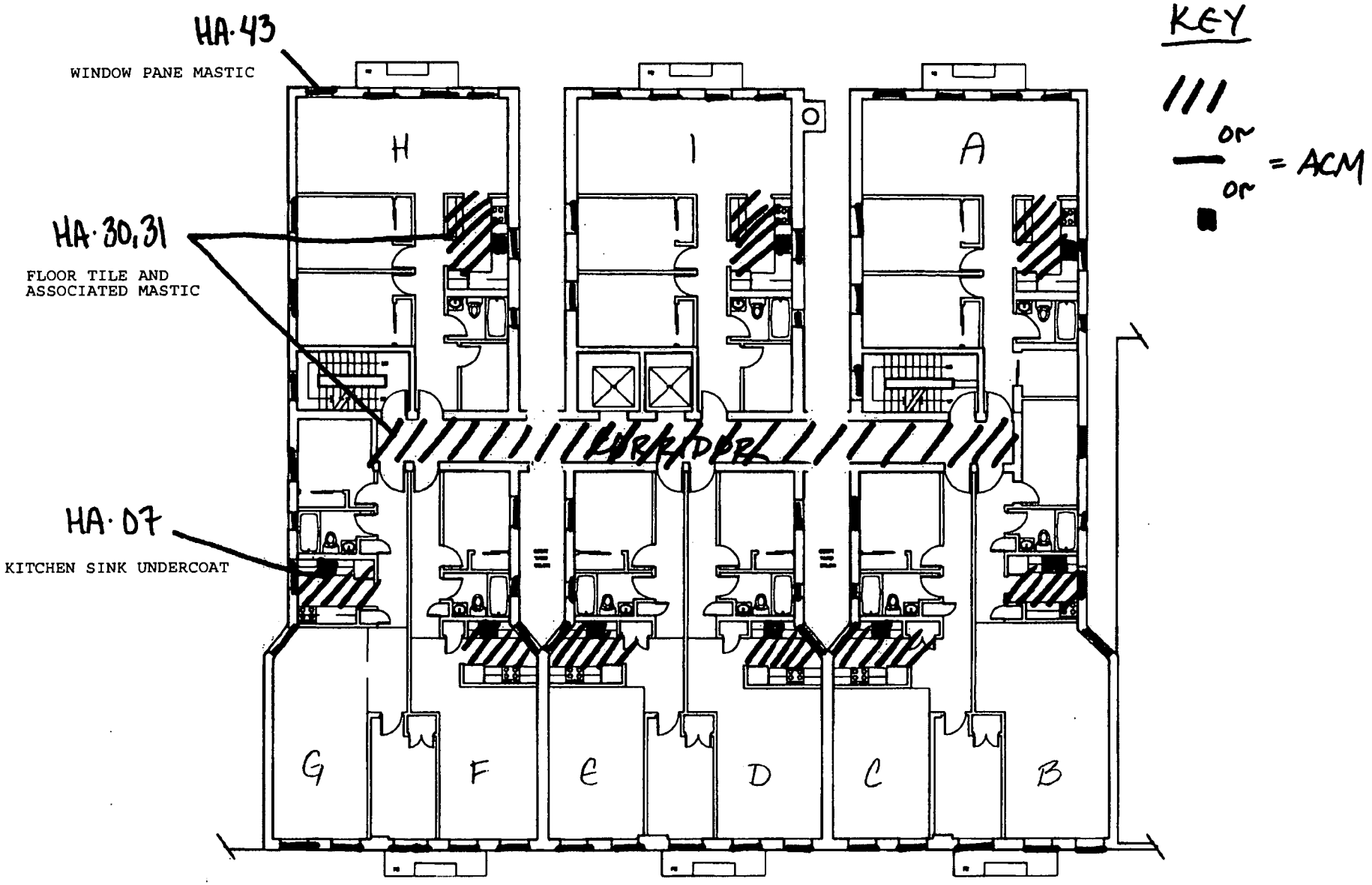


Sample Drawing Key

HA = Homogenous Area of ACM

= Sample Number

THIRD FLOOR PLAN

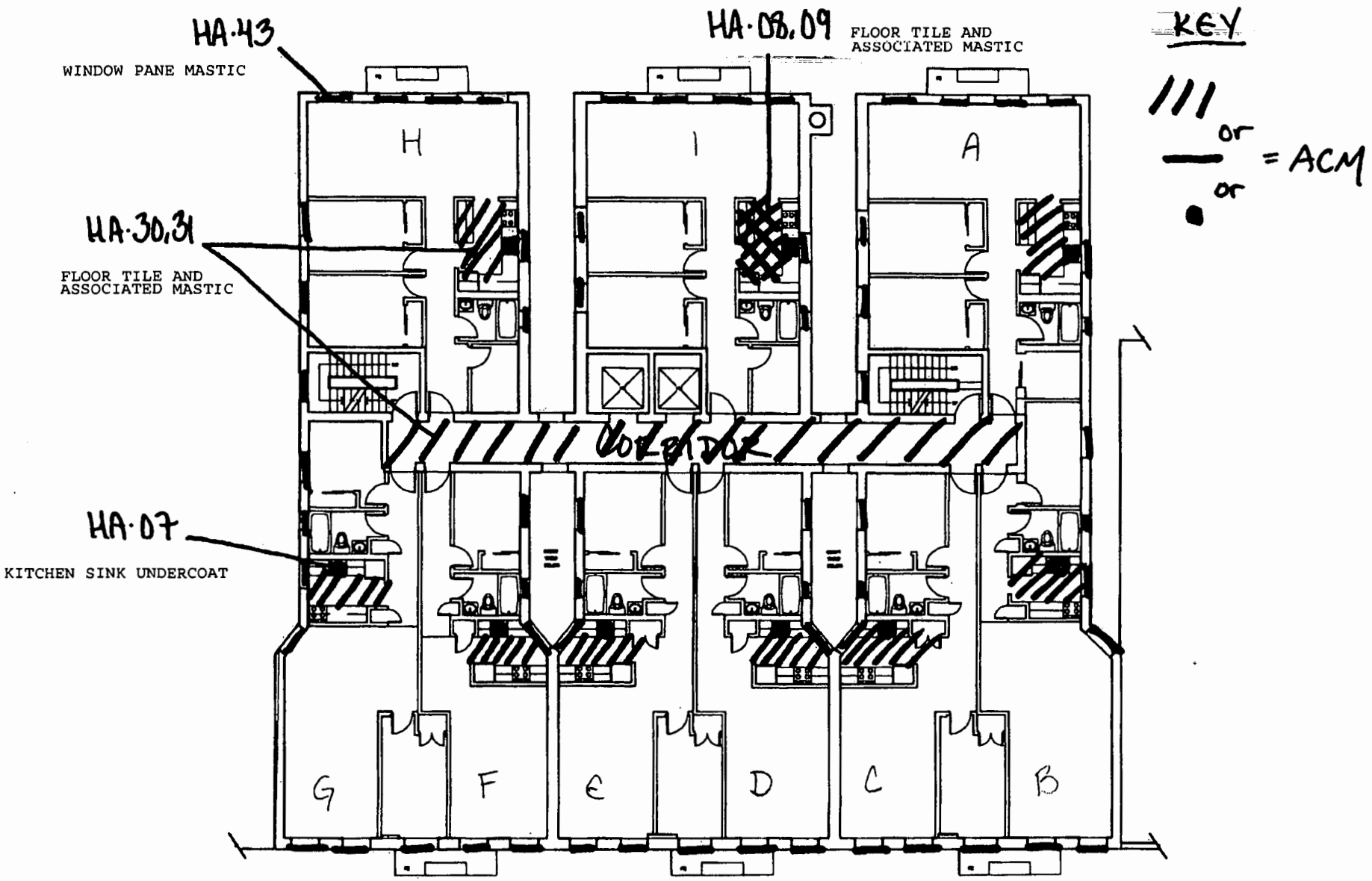


Sample Drawing Key

HA = Homogenous Area of ACM

= Sample Number

FOURTH FLOOR PLAN

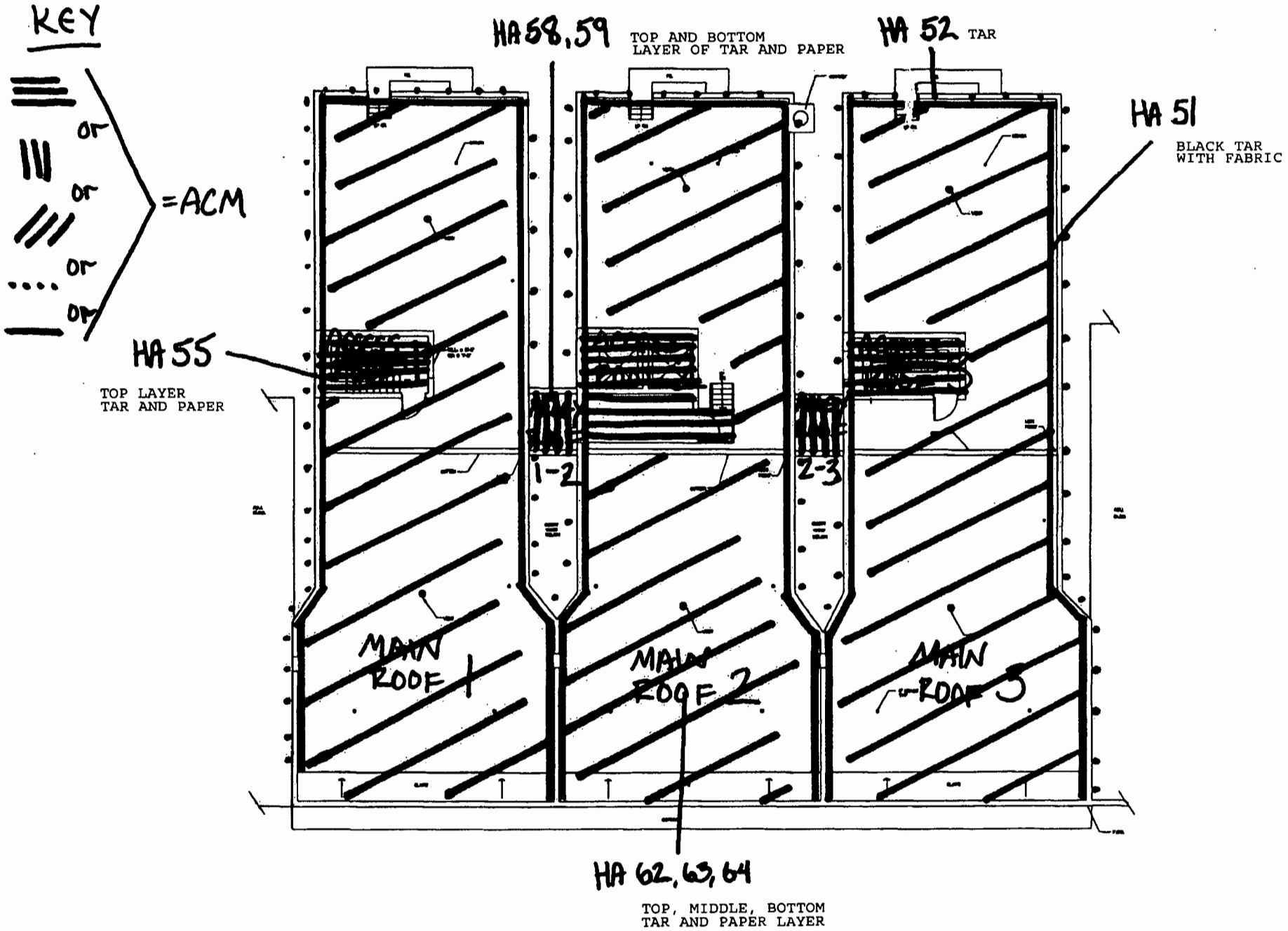


Sample Drawing Key

HA = Homogenous Area of ACM

= Sample Number

FIFTH FLOOR PLAN



Sample Drawing Key

HA = Homogenous Area of ACM

= Sample Number

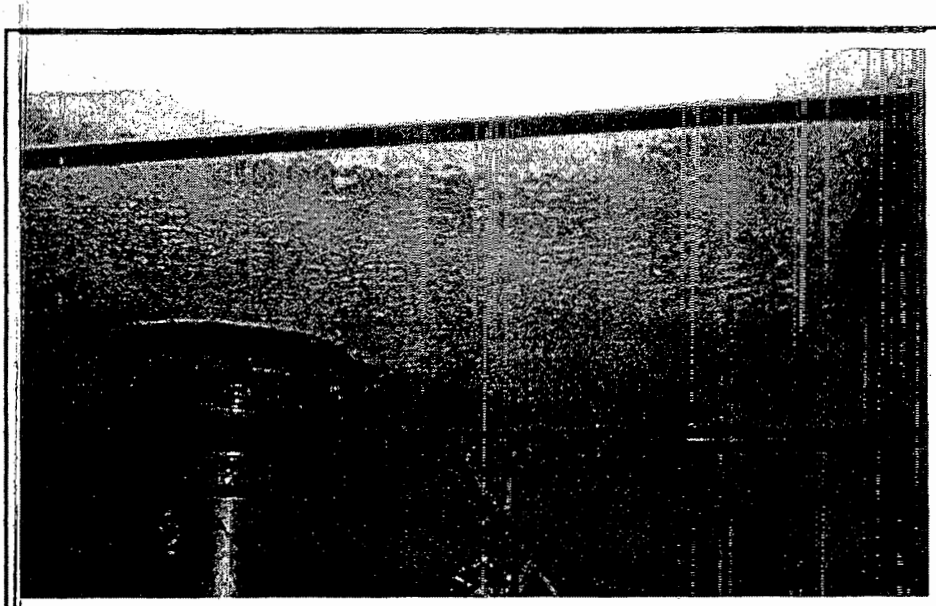
ROOF PLAN

ARCADIS

Attachment E

Photographs

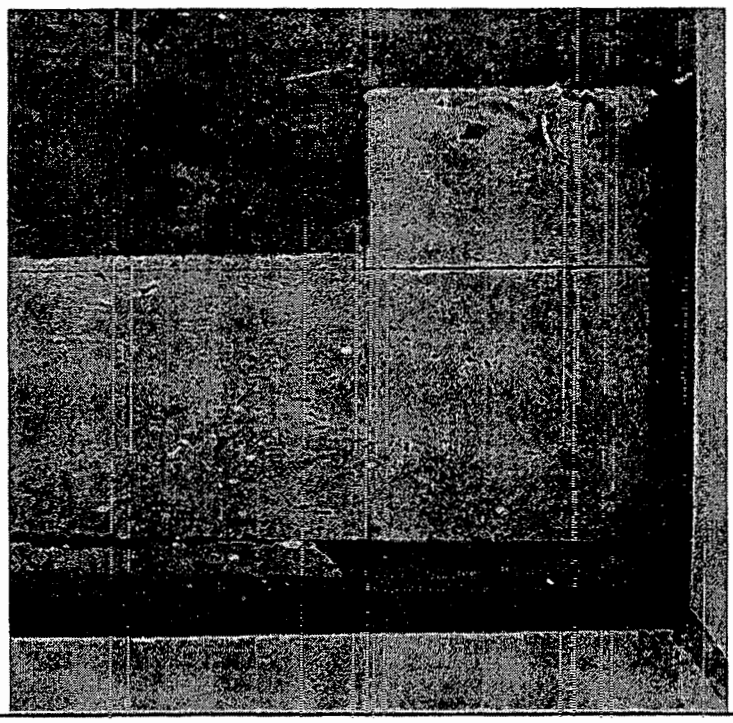
422 West 20th St, Chelsea Seminary Apartments
Hazardous Materials Photo Log



Photograph #1

Description of Photograph:

HA07 – Gray Undercoat to Kitchen Sink



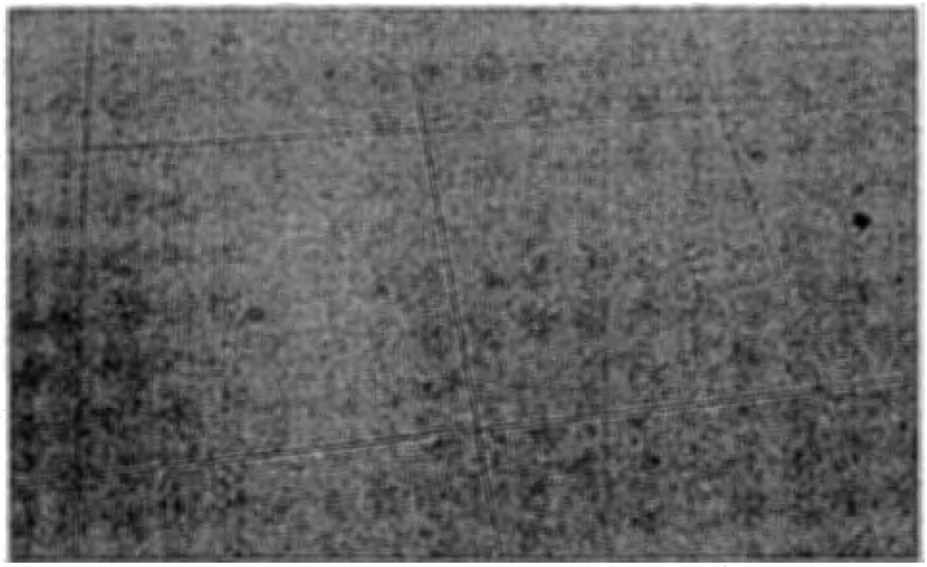
Photograph #2

Description of Photograph:

HA08 - Black Speckled White 12" Vinyl Floor Tile

HA09 – Black Mastic with HA08

422 West 20th St, Chelsea Seminary Apartments
Hazardous Materials Photo Log

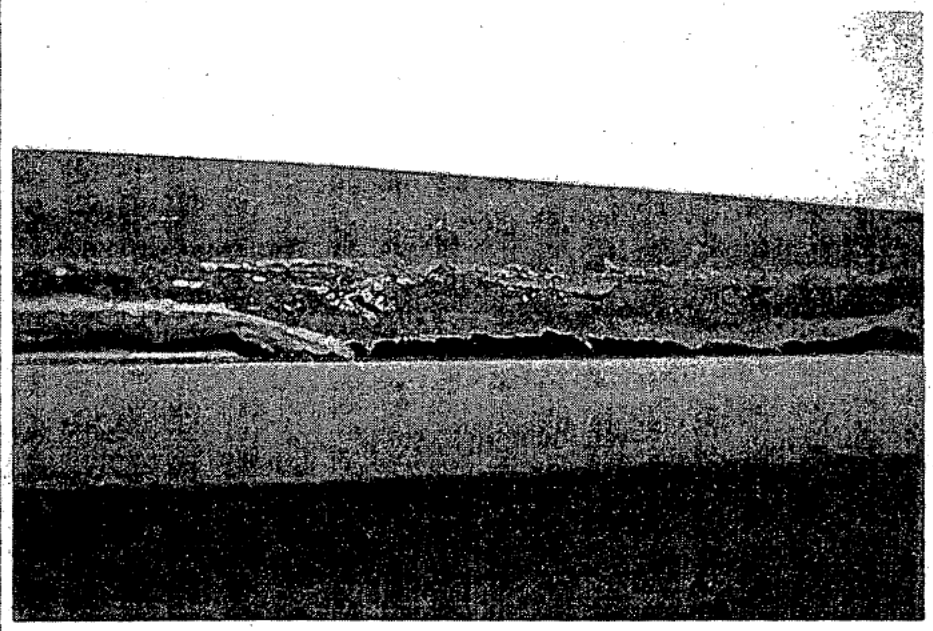


Photograph #3

Description of Photograph:

HA30 – Brown Speckled Vinyl Floor Tile

HA31 – Black Mastic with HA30

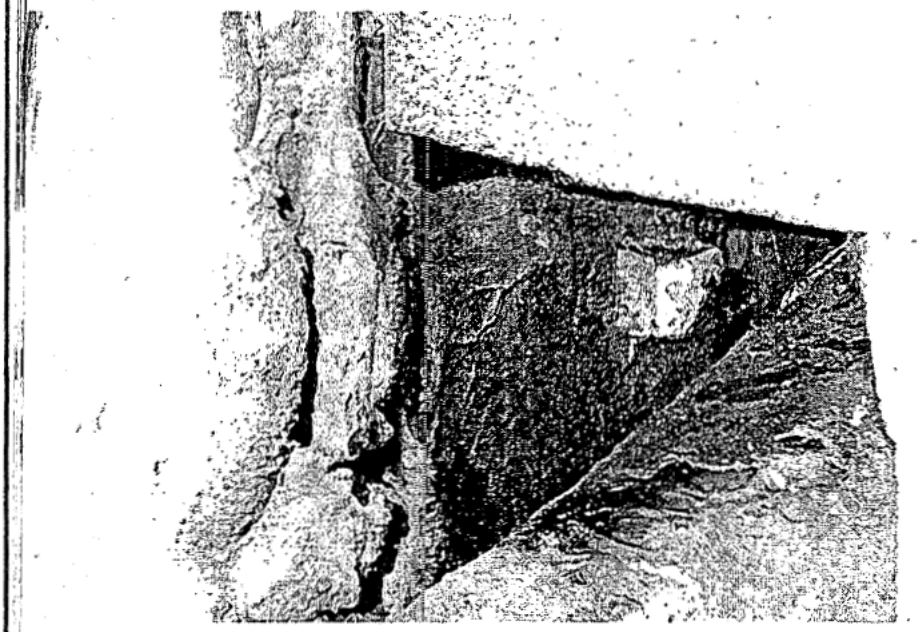


Photograph #4

Description of Photograph:

HA43 – Black Tacky Window Glazing

422 West 20th St, Chelsea Seminary Apartments
Hazardous Materials Photo Log



Photograph #5

Description of Photograph:

HA51 – Black Tar with Fiber Fabric on Roof Parapet Wall



Photograph #6

Description of Photograph:

HA52 – Miscellaneous Roof Tar Applications

422 West 20th St, Chelsea Seminary Apartments
Hazardous Materials Photo Log



Photograph #7

Description of Photograph:

HA55 – Top Layer Tar and Paper on Roof Access Stair



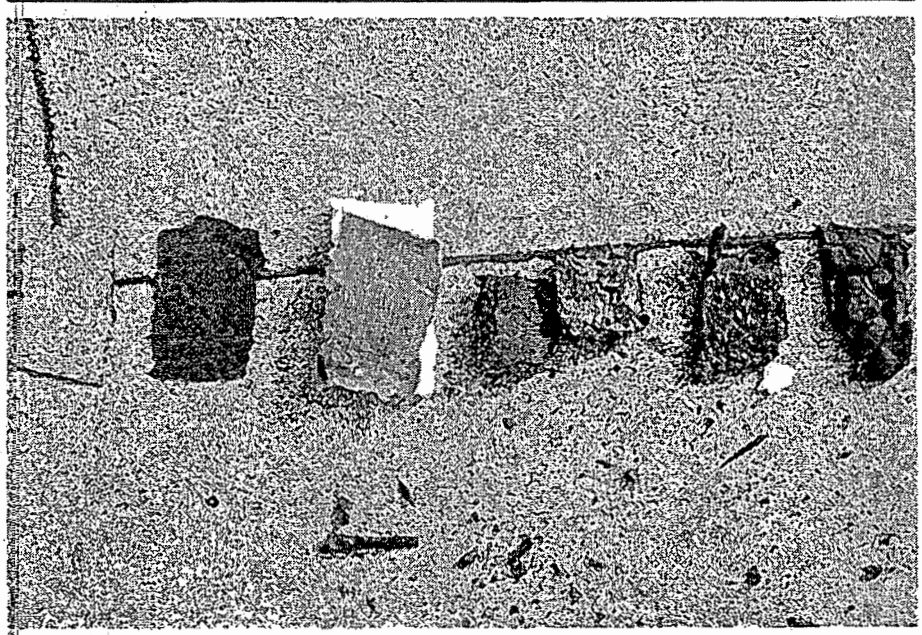
Photograph #8

Description of Photograph:

HA58 - Top Layer Tar and Paper on Alley Bridge Roof

HA59 – Bottom Layer Tar and Paper on Alley Bridge Roof

422 West 20th St, Chelsea Seminary Apartments
Hazardous Materials Photo Log



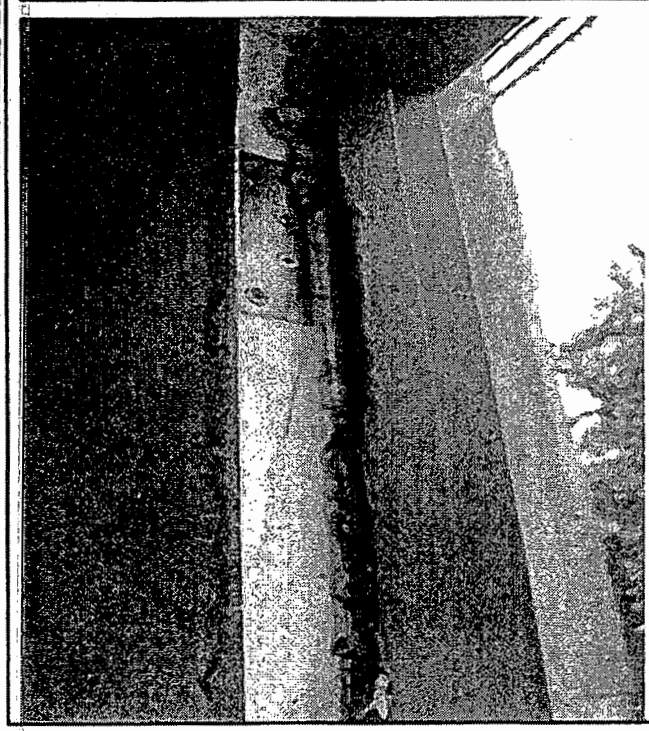
Photograph #9

Description of Photograph:

HA62 - Top Layer Tar and Paper on Main Roof

HA63 - Middle Layer Tar and Paper on Main Roof

HA64 - Bottom Layer Tar and Paper on Main Roof



Photograph #10

Description of Photograph:

HA69 – Black Caulk on Door Jamb

422 West 20th St, Chelsea Seminary Apartments
Hazardous Materials Photo Log



Photograph #11

Description of Photograph:

HA – PC07 – Brown Paint In Basement, Heating Oil Tank Room – 23% lead by weight



Photograph #12

Description of Photograph:

HA – PC20 – Gray Paint on Alley Fire Escape – 16% Lead by weight

422 West 20th St, Chelsea Seminary Apartments
Hazardous Materials Photo Log



Photograph #13

Description of Photograph:

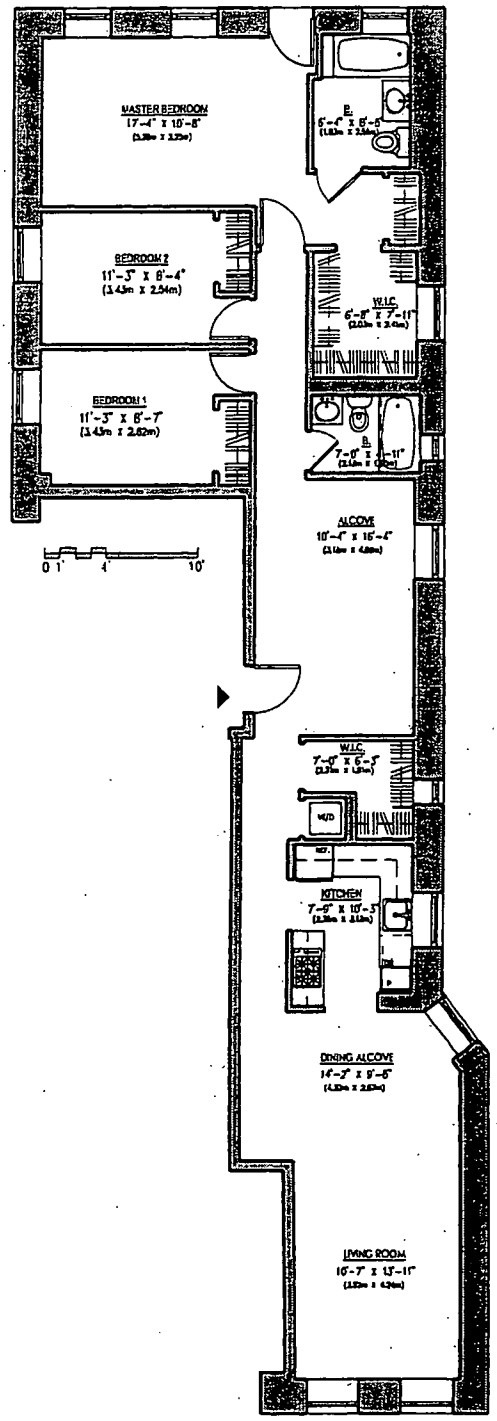
HA – PC22 – Black Paint on 20th Street Fire Escape – 11% lead by weight

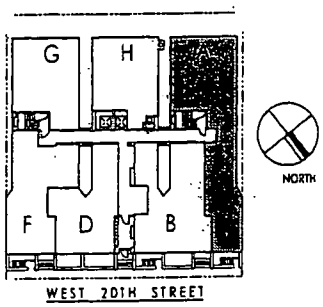
EXHIBIT "6"

INTENTIONALLY OMITTED

EXHIBIT "7"

FLOOR PLANS





422 West 20th Street

Parlor A

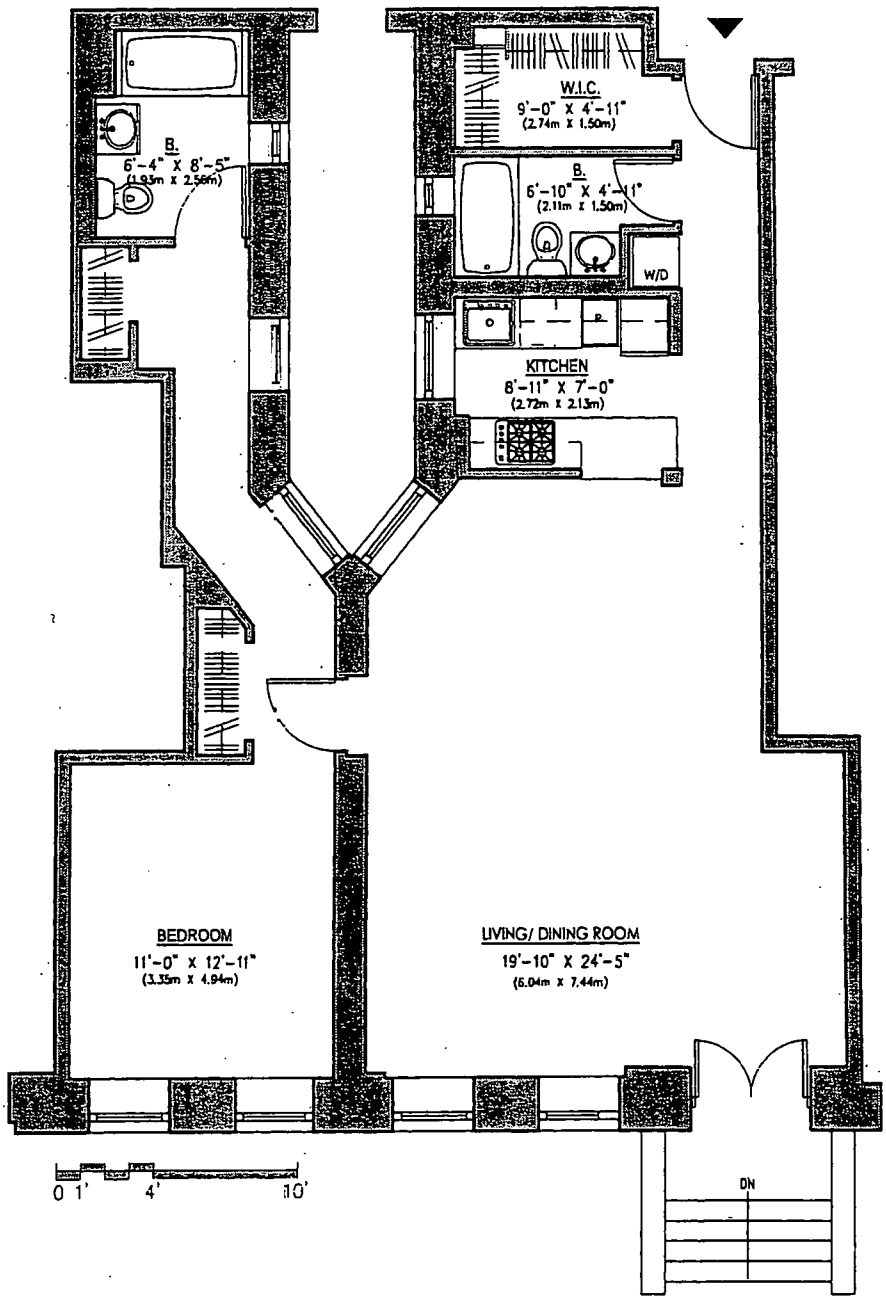
Floor: 1st

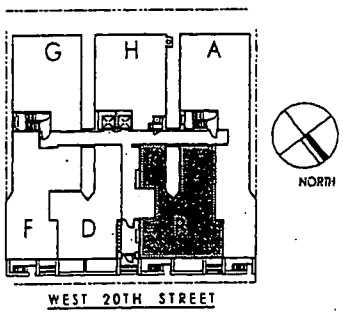
Area: 1,640 S.F.

3 Bedrooms

2 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, chaliways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

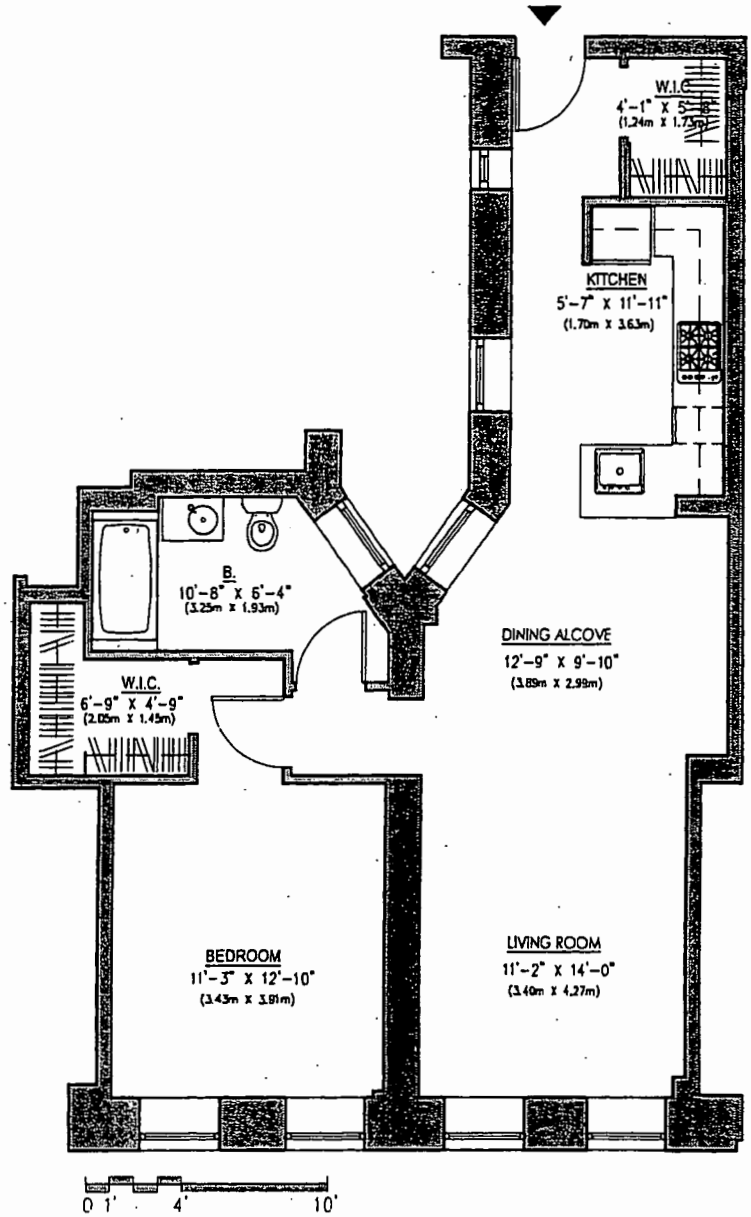


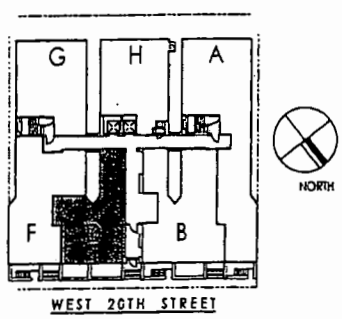


422 West 20th Street

Parlor B
Floor: 1st
Area: 1,185 S.F.
1 Bedroom
2 Baths

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

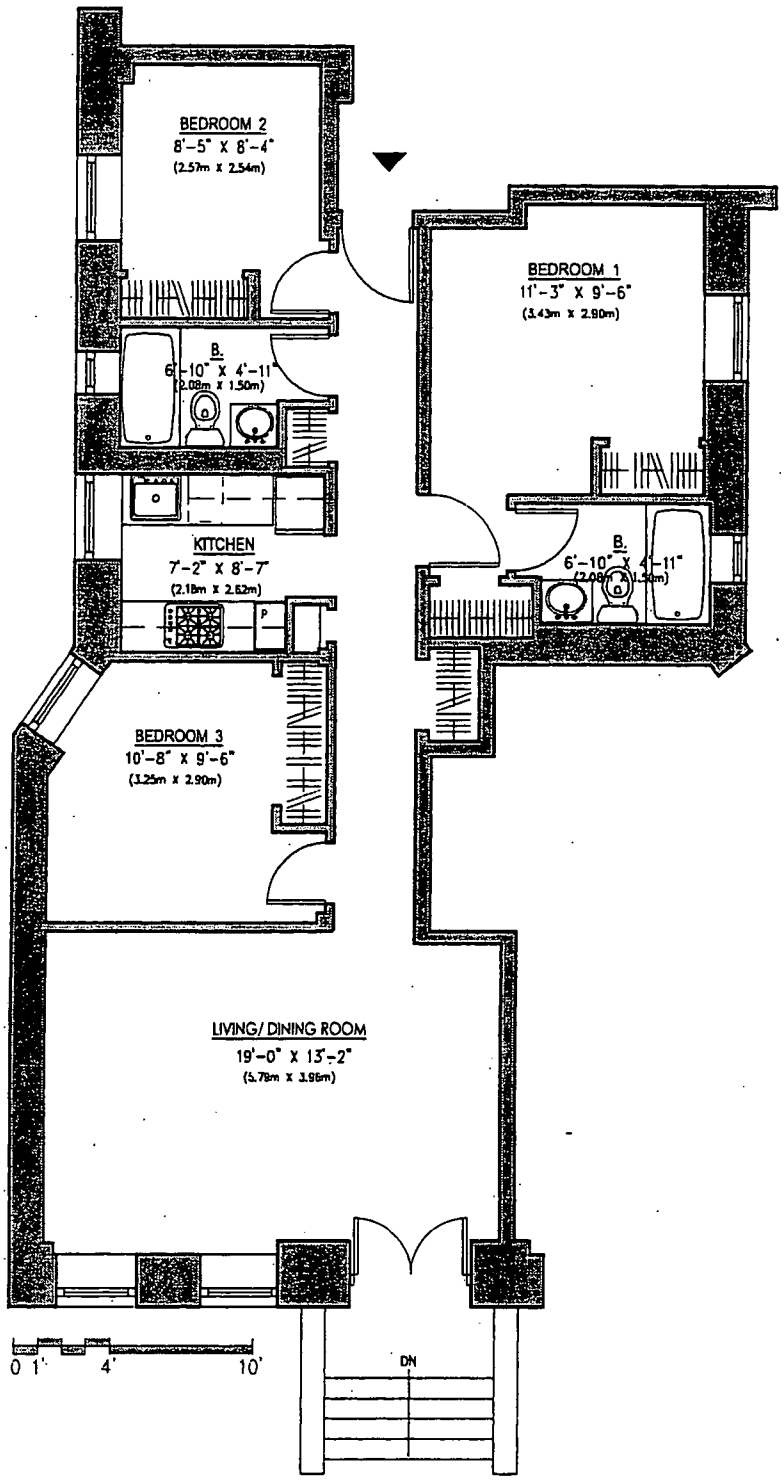


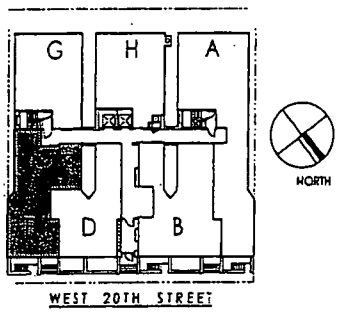


422 West 20th Street

Parlor D
Floor: 1st
Area: 910 S.F.
1 Bedroom
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

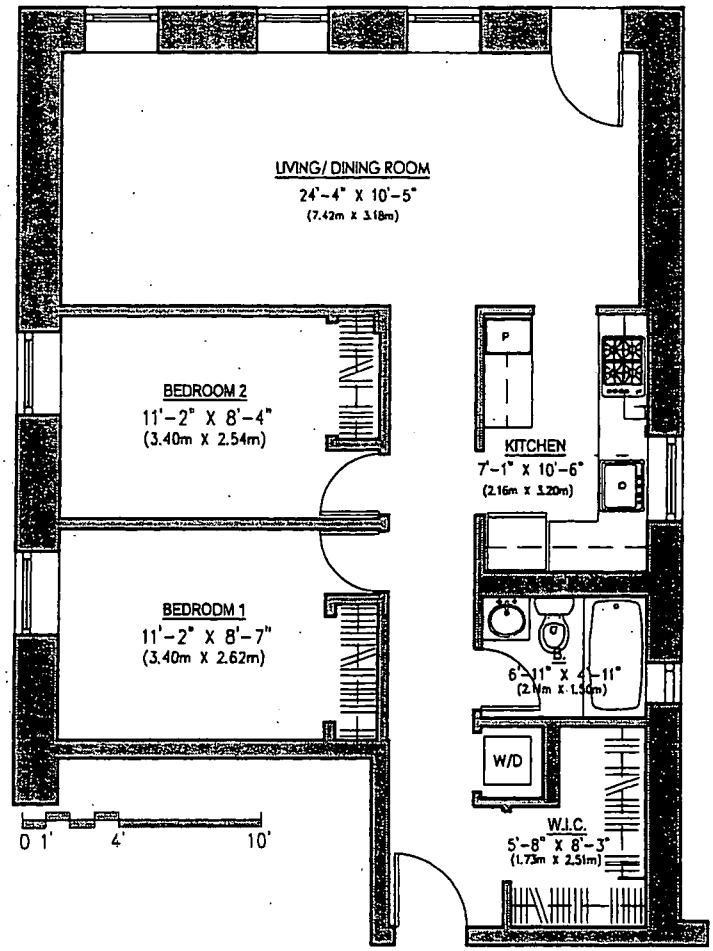


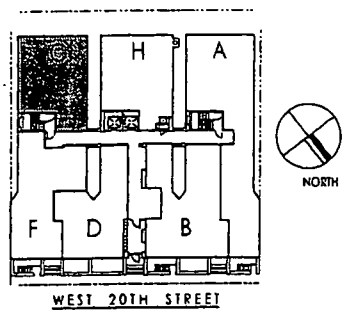


422 West 20th Street

Parlor F (Superintendent's)
Floor: 1st
Area: 1,089 S.F.
3 Bedrooms
2 Baths

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

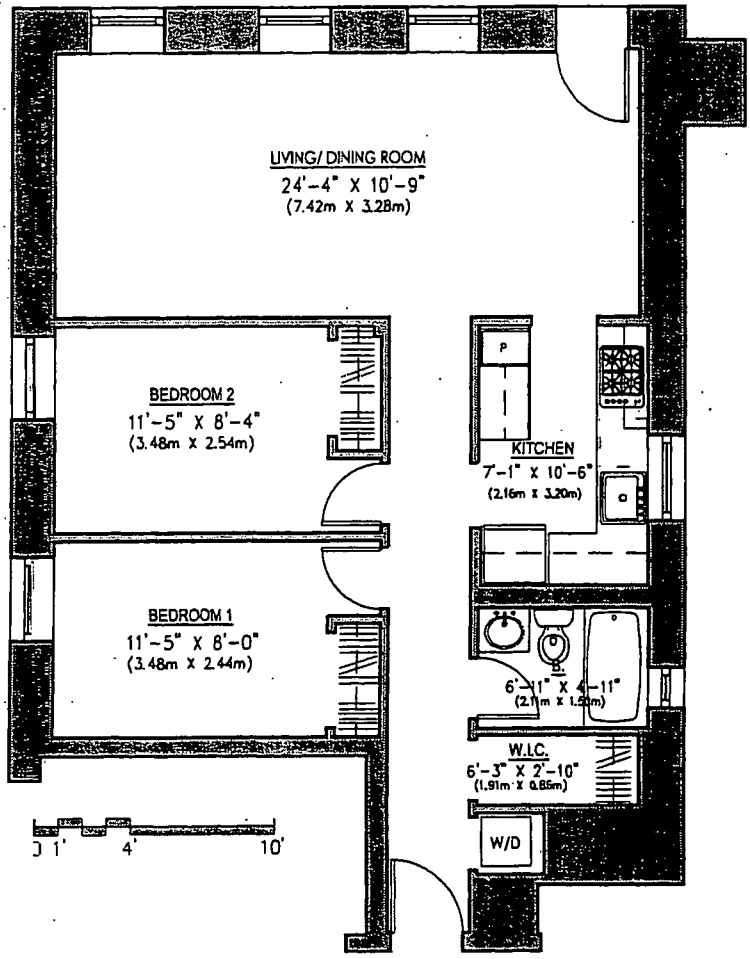


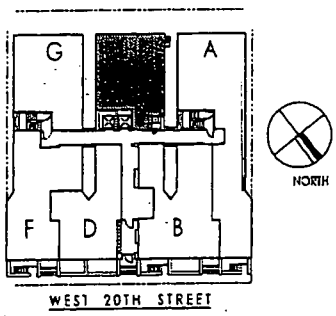


422 West 20th Street

Parlor G
Floor: 1st
Area: 944 S.F.
2 Bedrooms
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

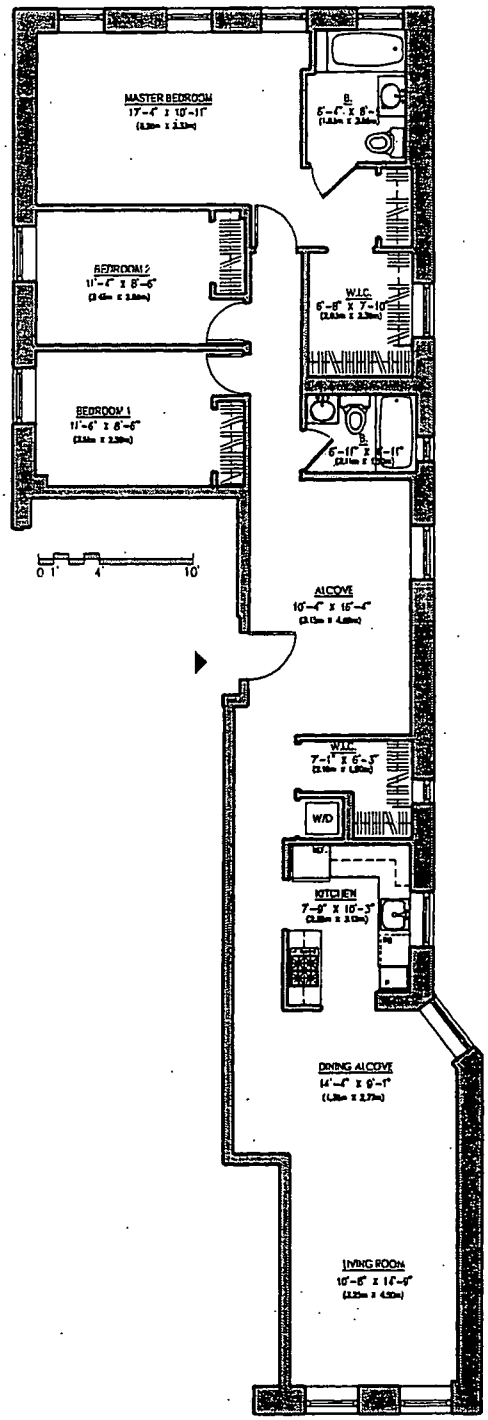


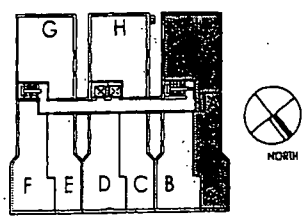


422 West 20th Street

Parlor H
Floor: 1st
Area: 919 S.F.
2 Bedrooms
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.





422 West 20th Street

Residence A

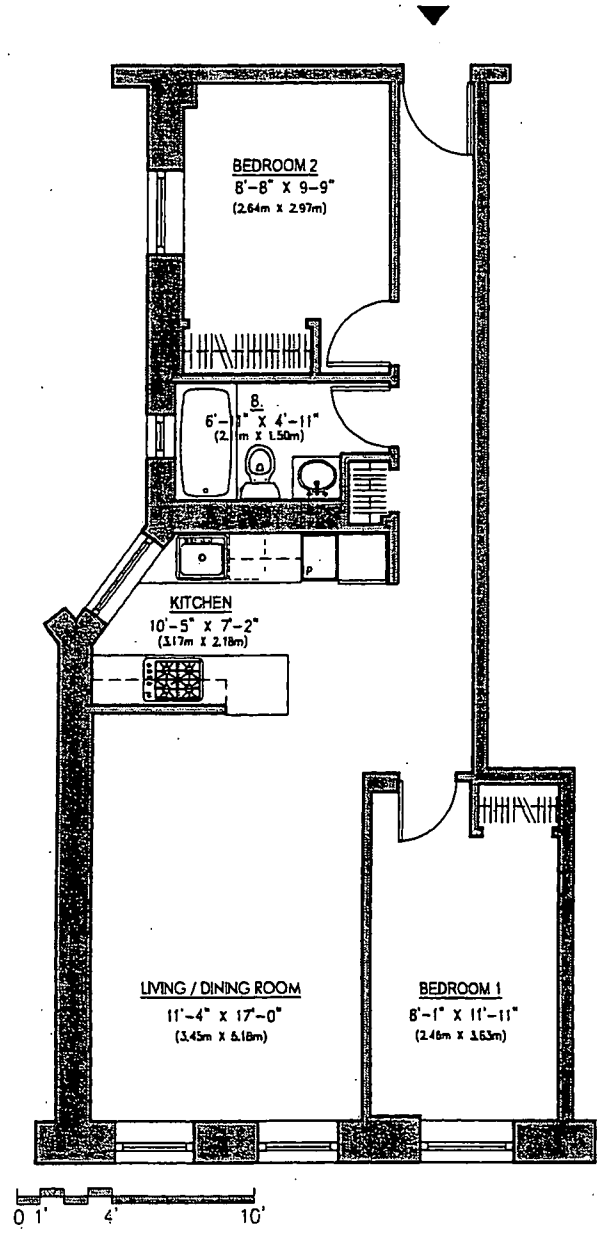
Floor: 2nd - 5th

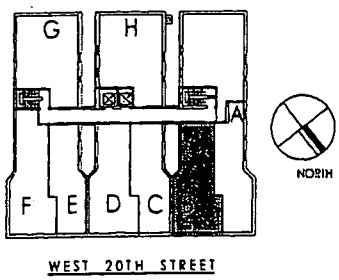
Area: 1,618 S.F.

3 Bedrooms

2 Baths

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

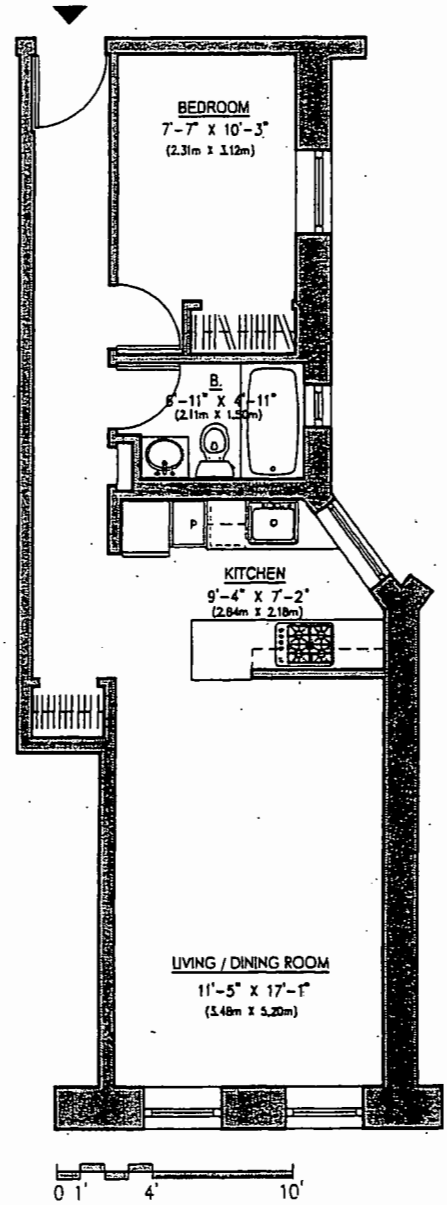


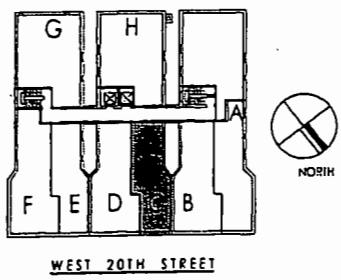


422 West 20th Street

Residence B
Floor: 2nd - 5th
Area: 776 S.F.
2 Bedrooms
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

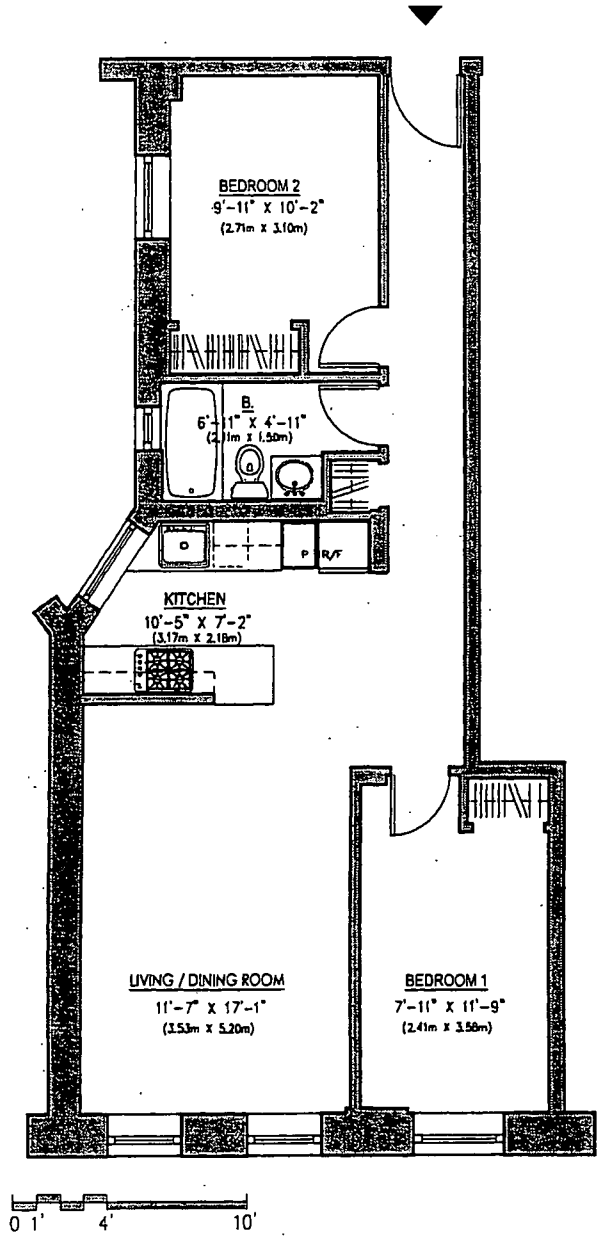


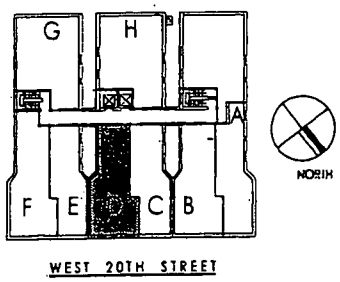


420-424 West 20th Street

Residence C
Floor: 2nd - 5th
Area: 612 S.F.
1 Bedroom
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, stairways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

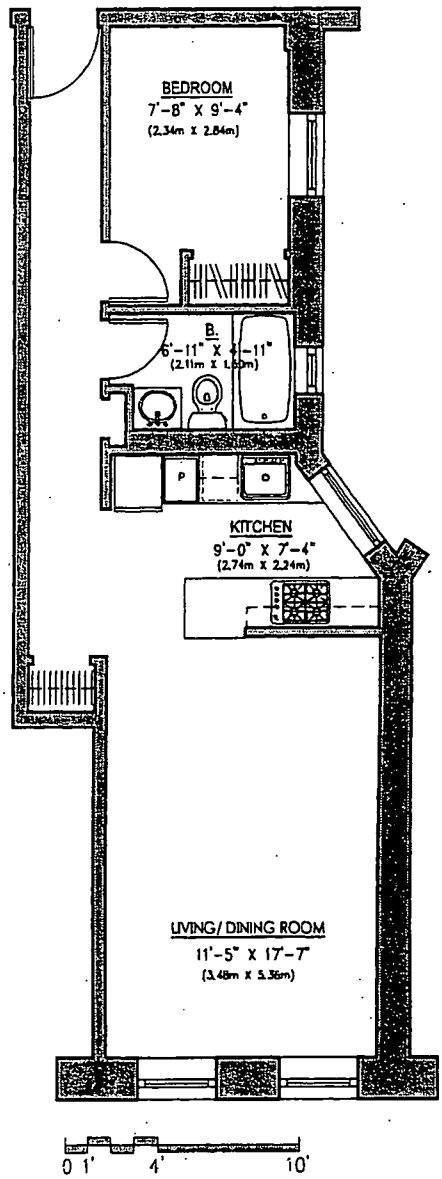


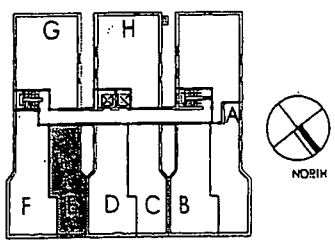


422 West 20th Street

Residence D
Floor: 2nd - 5th
Area: 785 S.F.
2 Bedrooms
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

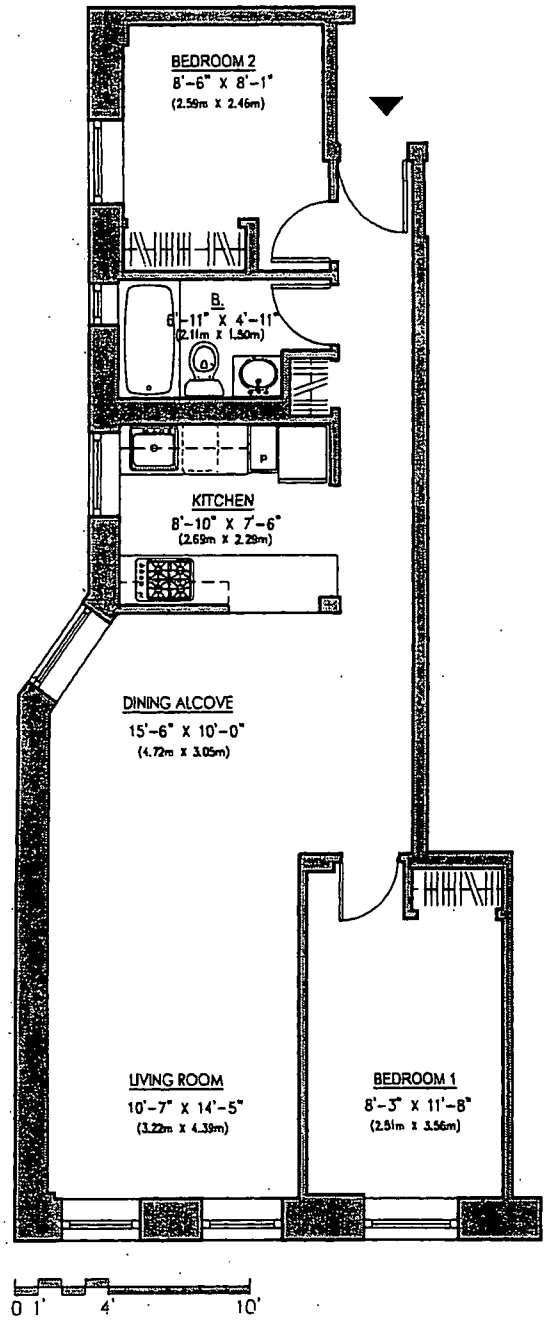


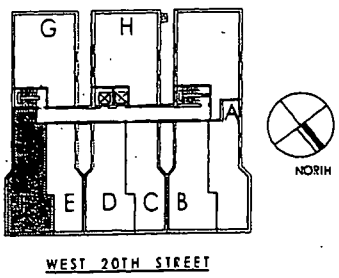


422 West 20th Street

Residence E
Floor: 2nd - 5th
Area: 613 S.F.
1 Bedroom
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

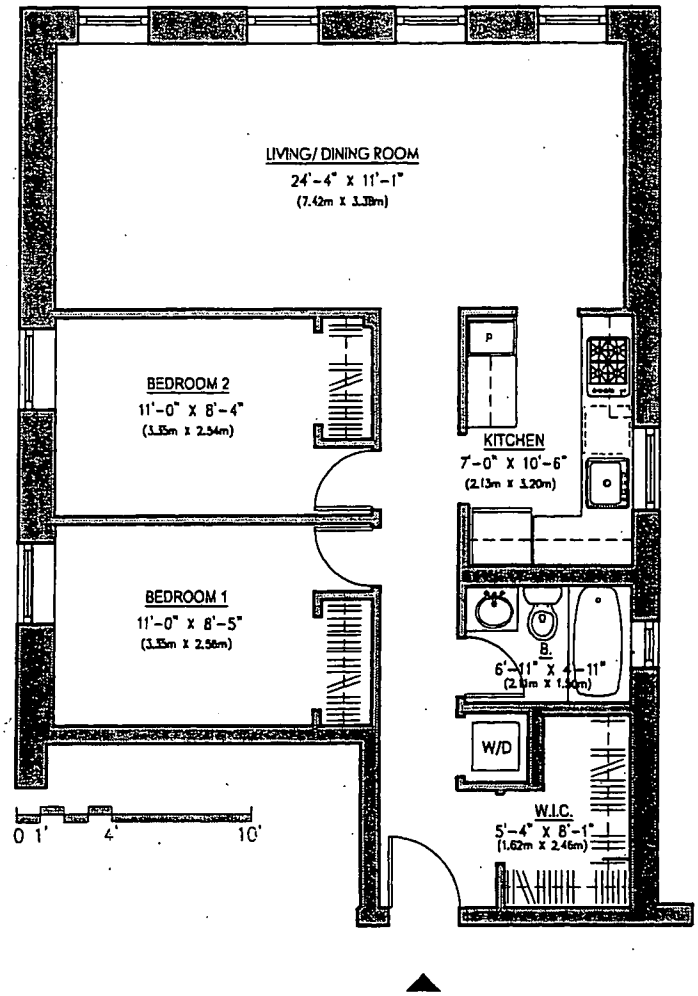


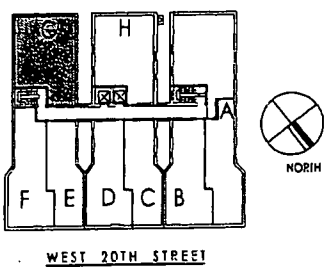


422 West 20th Street

Residence F
Floor: 2nd - 5th
Area: 831S.F.
2 Bedrooms
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

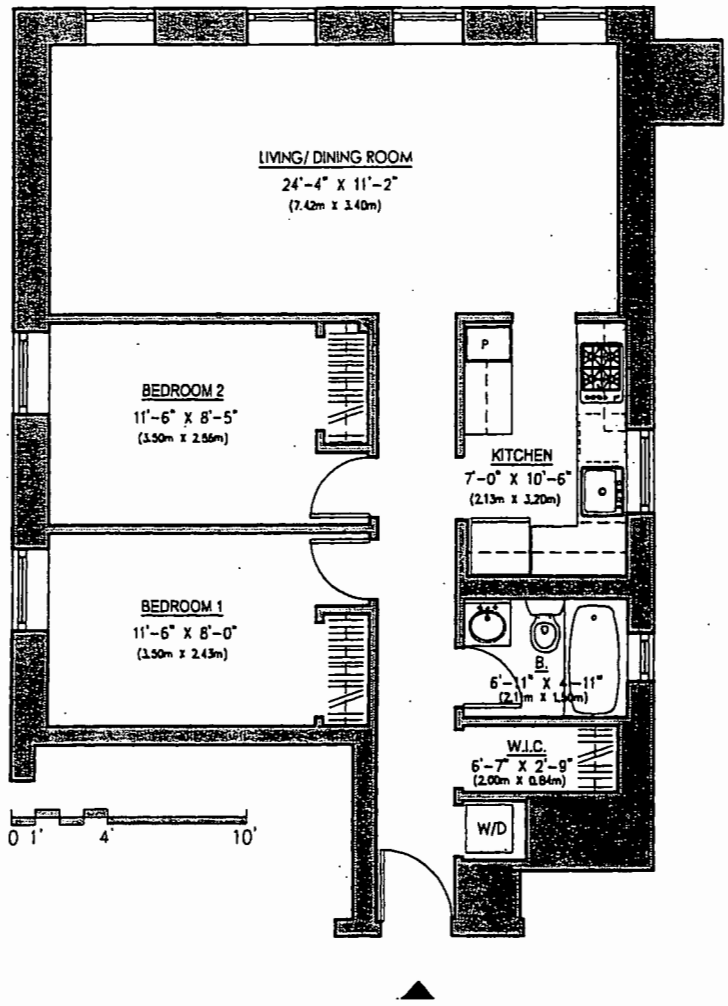


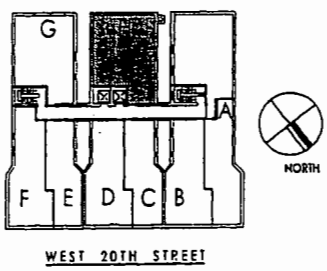


422 West 20th Street

Residence G
Floor: 2nd- 5th
Area: 930 S.F.
2 Bedrooms
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

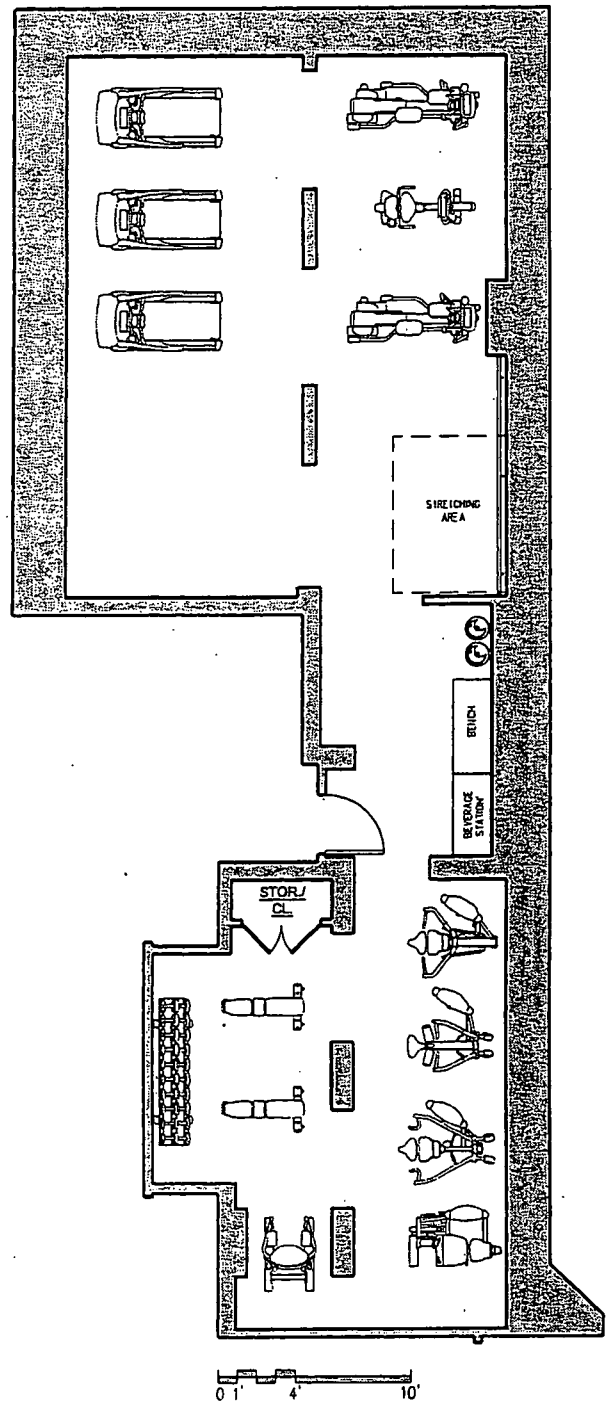




422 West 20th Street

Residence H
Floor: 2ND - 5th
Area: 906 S.F.
2 Bedrooms
1 Bath

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.



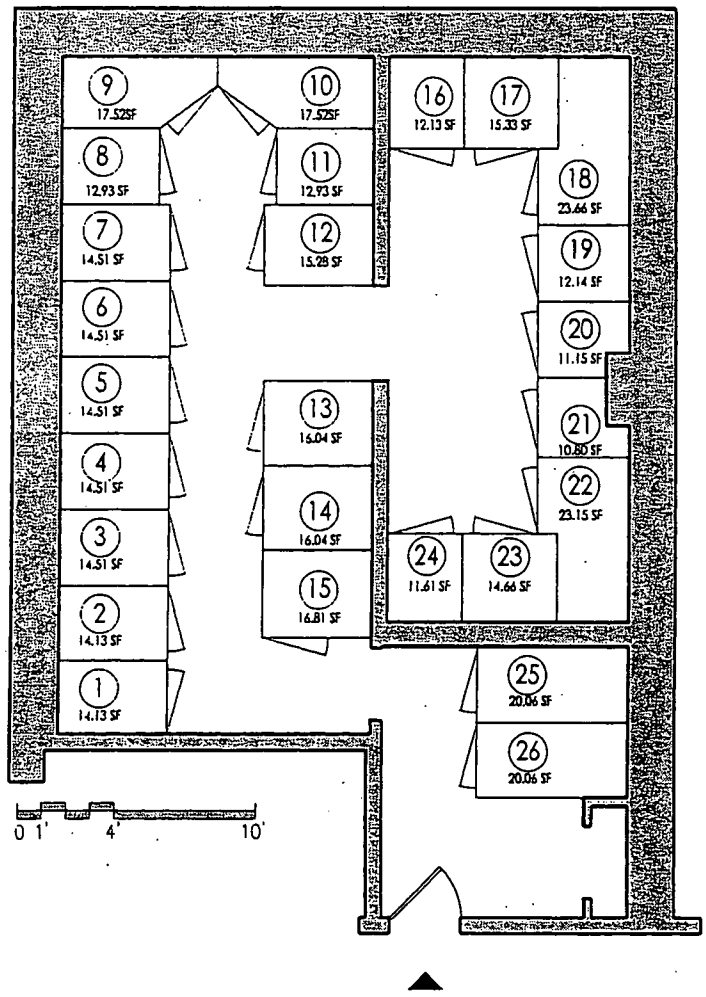
422 West 20th Street

Fitness Center

Floor: Cellar

Area: 1,460 S.F.

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.



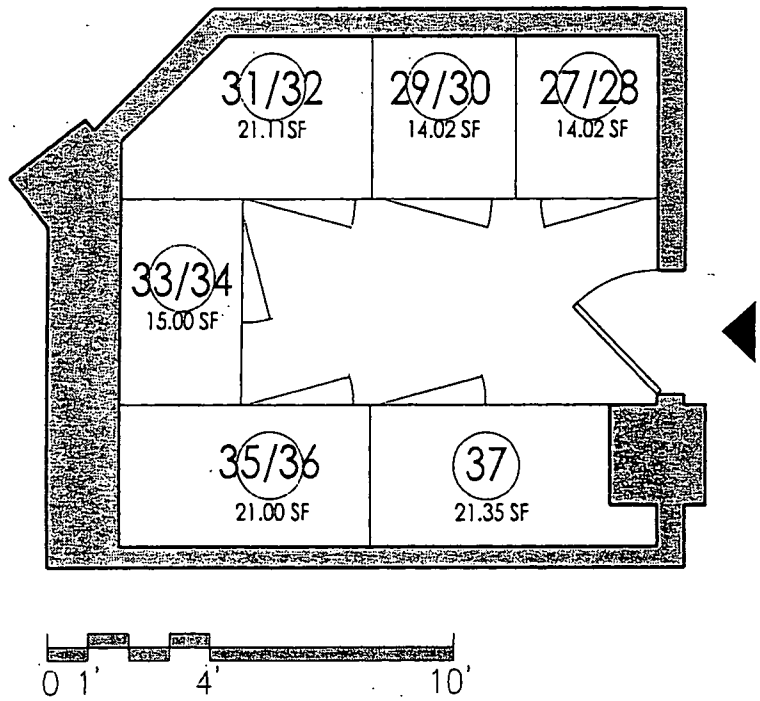
422 West 20th Street

Tenant Storage Room # 1

Floor: Cellar

Area: 951 S.F.

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.



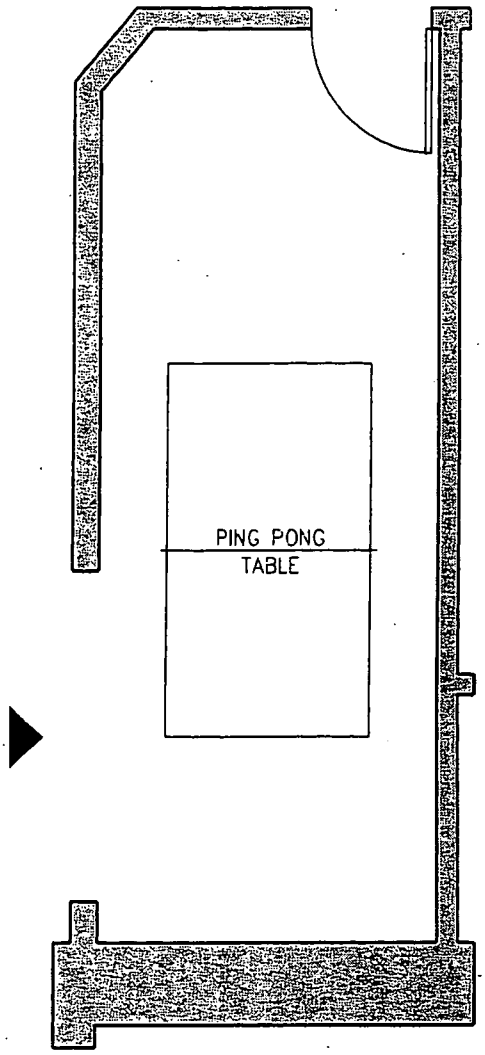
422 West 20th Street

Tenant Storage Room # 2

Floor: Cellar

Area: 182 S.F.

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.



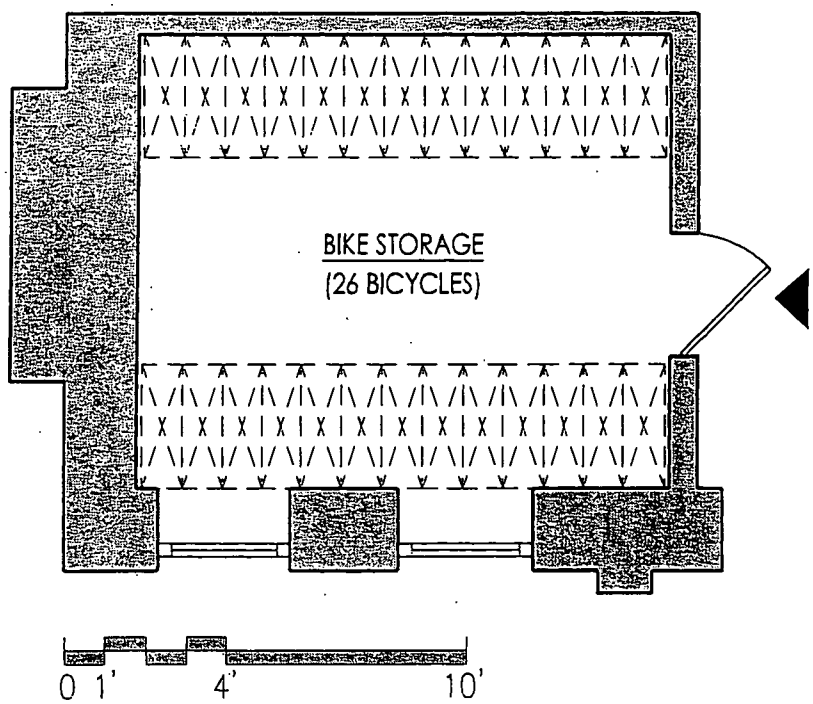
422 West 20th Street

Tenant Recreation Room

Floor: Cellar

Area: 217 S.F.

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.



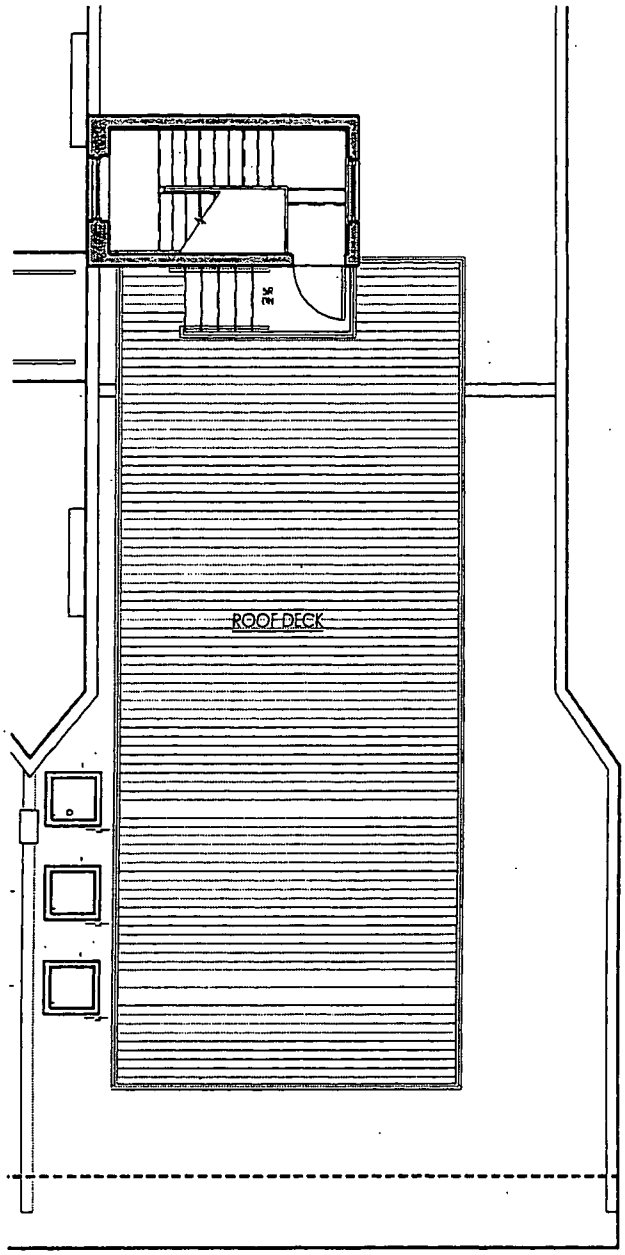
422 West 20th Street

Bicycle Storage Room

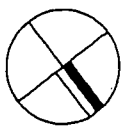
Floor: Cellar

Area: 192 S.F. (26 Bicycles)

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.







NORTH

422 West 20th Street

Roof Deck

Floor: Main Roof

Area: 909 S.F.

All dimensions are approximate and are based on field survey of existing conditions, subject to normal construction variances and tolerances. Square footage exceeds the usable floor area and includes columns, mechanical pipe shafts, shaftways, chaseways, conduits and other common elements. Sponsor reserves the right to make changes in accordance with the terms of the offering plan. Plans and dimensions may contain minor variations from floor to floor.

EXHIBIT "8"

DECLARATION

DECLARATION
Establishing a Plan for Condominium Ownership
of the Premises known as
422 West 20th Street Condominium
422 West 20th Street, a/k/a 420-424 West 20th Street,
New York, New York 10011

Pursuant to Article 9-B of the Real Property
Law of the State of New York
Name
420 West 20th Street LLC
Declarant
c/o The Brodsky Organization
400 West 59th Street
New York, New York 10019

Date of Declaration

The land affected by the within instrument lies in
Section [____], Block 717 formerly known as Lot [____],
now known as Lots [____] – [____]
on the Tax Map of the Borough of Manhattan, City of New York

Stroock & Stroock & Lavan LLP
Attorneys for Declarant
180 Maiden Lane
New York, New York 10038
(212) 806-5400

INDEX TO DECLARATION

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Exhibits

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B. Description of the Units
C. Definitions
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E. Power of Attorney

DECLARATION
OF
422 WEST 20TH STREET CONDOMINIUM

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

420 West 20th Street, LLC, a New York limited liability company, having an office at c/o The Brodsky Organization, 400 West 59th Street, New York, New York 10019 ("420 West LLC"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used will otherwise require.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as "422 West 20th Street Condominium" (the "Condominium").

2.2 Excluded from the Property is that portion of the unused floor area development rights that are now owned, are subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") which shall be initially retained by Declarant, which Development Rights may be utilized by Declarant or any party acquiring same from Declarant (the "Development Rights Purchaser") and merged into a zoning lot pursuant to the terms a zoning lot development agreement ("ZLDA").

2.3 Attached to this Declaration and made a part hereof are the by-laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said by-laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws"). All capitalized terms which are not separately defined herein shall have the meanings given to those terms in the By-Laws.

ARTICLE 3

THE LAND

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the City, County and State of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately 10,900 square feet.

ARTICLE 4

THE PROPERTY

Included in the Property described in Article 2 is a building (the "Building") consisting of thirty-nine (39) Units, including, thirty-eight (38) residential units (each referred to herein as a "Residential Unit or, collectively, as the "Residential Units") and one (1) Community Facility Unit (referred to herein as a "Community Facility Unit" or, if subdivided, collectively, as the "Community Facility Units"). The Residential Units and the Community Facility Unit are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit." The owner of a Residential Unit is herein called a "Residential Unit Owner" and all the owners of the Residential Units are herein collectively called the "Residential Unit Owners." The owner of a Community Facility Unit at any time, or its designee, is herein called a "Community Facility Unit Owner" and to the extent the Community Facility Unit is subdivided each of the owners of the Community Facility Units shall collectively be called the "Community Facility Unit Owners." The Residential Unit Owners and the Community Facility Unit Owners are collectively referred to herein as the "Unit Owners" and individually as a "Unit Owner." The Community Facility Unit may be used for any lawful use.

ARTICLE 5

THE BUILDING

5.1 The Building consists of one Class IA (fireproof) building, having five (5) stories above grade and one (1) below grade level. The Building is concrete, constructed of steel frame at the First Floor (enclosing the Cellar level), but is wood frame throughout the remainder of the Building. The elevator shafts, stair towers and common corridor walls on each floor are constructed of concrete masonry units. The common corridor floors on each floor are constructed of cast concrete. The floors in the Building are named respectively (from bottom to top): Cellar level, First Floor, Floors 2 through 5 and Roof. The Residential Units occupy a portion of the First Floor and the entire Floors 2 through 5. The Community Facility Unit occupies a portion of the Cellar level of the Building.

5.2 The Building is located in the West Chelsea Historic District and is governed by the provisions of Chapter 3 of Title 25 of the Administrative Code of the City of New York, Sections 25-301 et seq., formerly known as Chapter 8-A, of the Administrative Code of the City

of New York entitled "Landmarks Preservation and Historic Districts" pursuant to Notice of Designation recorded on August 20, 2002 in Reel 3588 Page 1300.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its Unit designation; (ii) tax lot number; (iii) approximate location in the Building; (iv) approximate square foot area; (v) number of rooms; (vi) the percentage interest in the General Common Elements appurtenant to such Unit; and (iv) type of use. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by SLCE Architects, and intended to be approved by the New York City Department of Finance, Division of Land Records, Tax Map Unit and filed in the New York County office of the Register of the City of New York (the "City Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Unit, windows, skylights (if any) and green house additions (if any), flooring, wallcoverings, molding, non-load bearing interior walls and partitions and sheet rock and plaster wall covering, smoke detectors and carbon monoxide detectors, all plumbing, gas and heating fixtures (including shower pans) and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors from the point at which such pipes, wiring, ductwork or conduits service other Units. Each Unit shall also include (i) all lighting and electrical fixtures, cabinets, including, without limitation kitchen and bathroom cabinetry, countertops, and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit by a Unit Owner other than Declarant, to the extent located within a Unit and serving or benefiting only that Unit including, but not limited to, any freight elevators or freight entrances servicing the Community Facility Unit. Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit (and with respect to Residential Units only, to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like), provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building.

6.3 In addition, each Community Facility Unit will include all (i) windows and window framing, storefronts, door(s), door assemblies, entranceway(s) and any other opening(s)

into and within a Community Facility Unit, together with related and similar installations; and (ii) Signage placed upon the Common Elements of the Building in accordance with the terms of this Declaration and the By-Laws and (iii) Signage located within a Community Facility Unit (the immediately preceding clauses (i) and (ii) above are hereinafter collectively referred to as the "Non-Residential Facade Elements").

6.4 As of the date of the filing of this Declaration with the City Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

DIMENSIONS OF UNITS

Each Unit was measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit (columns, mechanical pipes, shafts, chases and conduits are not deducted from the measurements of each Unit) and to the centerline of public corridors, stairs or elevator shafts.

ARTICLE 8

COMMON ELEMENTS

8.1 The common elements of the Condominium (the "Common Elements") consist of (i) the General Common Elements; and (ii) the Limited Common Elements (as hereinafter defined). The General Common Elements include, but not are not limited to the Land all parts of the Building and improvements thereon other than the Units and the Limited Common Elements and include those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (defined below) therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, Maintenance or safety of the Property. The Limited Common Elements of the Condominium consist of those Common Elements that serve or benefit exclusively one or more but not all of the Units or the Unit Owners. The General Common Elements are appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage share of the General Common Elements. The General Common Elements are for the common use of all Unit Owners. The Common Elements do not include any Development Rights, the rights to which shall be retained by the Declarant.

8.2 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof, except as may be specifically provided for herein and in the By-Laws.

8.3 The General Common Elements consist of the following:

8.3.1 The Land (as more particularly described in Exhibit A attached to this Declaration), together with all easements, rights and privileges appurtenant thereto.

8.3.2 The exterior facade of the Building, including without limitation all window sills;

8.3.3 The rooms and Facilities located in the Cellar level of the Building as delineated on the Floor Plans.

8.3.4 Central and appurtenant Facilities for services such as heating, cooling venting, air-conditioning, communications, security, lighting, plumbing, electrical work, fire safety, if any, which serve the Building, including, without limitation, the boiler flue and exhaust vents, which are not expressly part of a Unit. All water pipe risers, electric meters and panels, electric closets, feeders, risers, gas meter and direct burial telephone cables serving the Units.

8.3.5 Any of the following: all foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports, exterior walls and interior load bearing walls (except to the extent included in Section 8.4) (including those within each Unit exclusive of sheet rock or plaster coats or any wall coverings or decorations), together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed structural members of those walls and interior load bearing walls from above the slab over the Cellar level of the Building to the Roof (except as otherwise provided in Section 8.4).

8.3.6 Kitchen, bathroom and dryer exhaust ducts, corridor and Unit supply air ducts, steam lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings serving or benefiting the Units.

8.3.7 CATV riser and all other Facilities located in the Property serving or benefiting the Units.

8.3.8 All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Units, General Common Elements or Limited Common Elements as delineated on the Floor Plans.

8.3.9 All staircases (including fire staircases) and their respective landings and stairs from the landing on the Cellar level to the Roof as delineated on the Floor Plans.

8.3.10 The Roof, the Common Roof Deck and mechanical equipment located thereon.

8.3.11 The windows in the Building that do not exclusively open into an individual Unit.

8.3.12 Two (2) passenger/service elevators (including their respective vestibules, shafts, pits, machinery, lobbies and appurtenant Facilities) as delineated on the Floor Plans.

8.3.13 The residential lobby, vestibule, package room, concierge station, Resident Manager's office, located on a portion of the First Floor of the Building as delineated on the Floor Plans;

8.3.14 All electric meters and panels, electric closets, feeders, risers and Facilities, Residential gas meter and direct burial telephone cables serving the Units.

8.3.15 Storage rooms (including Storage Bins), bicycle storage room, fitness center, common laundry room and adjoining recreation room all located on portions of the Cellar level of the Building.

8.3.16 Any other Facilities which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of the Condominium.

8.3.17 Notwithstanding anything to the contrary in this Article 8, if a Common Element benefits only certain Unit Owners, then the Condominium's costs of alteration, addition, repair, replacement and restoration thereto shall, at the sole discretion of the Condominium Board, be borne solely by those Unit Owners who benefit from the Common Element in the proportion that the Common Interest of each benefiting Unit Owner bears to the Common Interests of all Unit Owners. In addition, except as otherwise provided in Subsection 6.9.2.1 of the By-Laws, such Unit Owners shall be responsible for the normal operation, Maintenance and repair of any such Common Element at their sole cost and expense.

8.4 The Limited Common Elements consist of the following:

8.4.1 Any Terrace and/or rear yard decks to which one or more Units have exclusive access as set forth in Exhibit B annexed hereto. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Unit Owner having exclusive access to any Terrace and/or rear back yard, shall have the exclusive right to use such Limited Common Element and shall be responsible for its normal operation and Maintenance and repair at such Unit Owner's sole cost and expense, subject to the Condominium Board's right to regulate its use and to access any Terrace and/or rear back yard for Maintenance and other uses.

8.4.2 That portion of equipment, fixtures or Facilities serving or benefiting one Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Unit Owner who is so served or benefited by such Limited Common Element shall have the exclusive right to use such Limited Common Element and shall be responsible for its normal operation, Maintenance and repair at such Unit Owner's sole cost and expense.

8.4.3 All other Facilities exclusively serving one or more but not all Units or Unit Owners, excluding the Units and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of one or more but not all of the Units.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 As more particularly set forth and described in the By-Laws, except as otherwise set forth herein or by applicable Law or court order expressly provided, Residential Units may be used only for residential purposes and, subject to compliance with the By-Laws, for a lawful home occupation. The Community Facility Unit may be used for any lawful purpose. Units may be owned or leased by an individual, corporation, partnership limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments). Units may only be occupied by (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted lessee; (iii) any partner or employee of any partnership, which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company, which is a Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (a) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

9.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant has the right, without the permission of the Condominium Board and without prior notice or amendment to the Plan, to use or grant permission for the use of any Unsold Unit or Common Element on any floor of the Building for any purpose, including, without limitation, as model units, sales, rental (long or short term rental) and/or promotion offices in connection with the sale or rental of the Units for the Building and any other building in which Declarant or principals of Declarant have an interest, for storage, administrative purposes, professional use, transient hotel, parking, timeshare or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Unit (subject to Sponsor's and the Community Facility Unit Owner's right to amend the certificate of occupancy to conform to such use as provided in hereinbelow), and the use of such Unit complies with all applicable governmental regulations with respect to such use.

9.3 In the event Declarant or the Community Facility Unit Owner seek to change their respective Unit's existing use, Declarant and/or the Community Facility Unit Owner shall have the right, from time to time, to amend the certificate of occupancy for the Building to reflect such change in usage. In the event required by applicable Law, the Condominium Board will cooperate with Declarant and/or the Community Facility Unit Owner, at the requesting party's expense, execute all applications, authorizations and other instruments reasonably required to enable Declarant and/or the Community Facility Unit Owner to amend the certificate of

occupancy, provided that neither the Condominium Board nor any other Unit Owner shall not incur any liability, cost or expense in connection with such application or to any person having any claim for injury to person or damage to property arising therefrom. In addition to the foregoing, Declarant or the Community Facility Unit Owner shall have the authority to execute the foregoing on behalf of the Condominium Board, in accordance with Section 6.11 of the By-Laws.

ARTICLE 10

CHANGES IN THE UNITS

10.1 Except to the extent prohibited by Law and subject to the By-Laws, the Declarant and the Community Facility Unit Owner shall each have the right, without the vote or consent of the Condominium Board, other Unit Owners or the Residential Mortgage Representatives, if any, to: (a) make and perform Alterations, additions, repairs or improvements in or to their respective Units in accordance with the terms of this Declaration and the By-Laws; (b) change the use (subject to Article 9 of this Declaration) or layout of, or number of rooms in, any of their respective Units from time to time; (c) change the size and/or number of their respective Units by subdividing one or more of their respective Units into two or more separate Units, combining separate Units owned by them (including those resulting from such subdivision or otherwise) into one or more Units, converting their respective Units or any portion thereof to a Common Element, a Community Facility Unit or a Residential Unit, altering the boundary walls between any of their respective Units or the Common Elements appurtenant thereto, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefits their respective Units into such Unit; (d) designate a Unit or a Common Element as part of a newly created or expanded Unit, Common Element or designate all or part of a Unit as a newly created or expanded Unit or Common Element, and (e) if appropriate, reapportion among their respective Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Residential Units (other than Unsold Residential Units owned by Declarant) shall not be changed by reason thereof unless the owners of such Residential Units shall consent thereto; (ii) Declarant and the Community Facility Unit Owner shall comply with all Laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof; provide evidence of insurance to the Condominium Board for such work and shall agree to hold the Condominium Board and all other Unit Owners harmless from any costs and liability arising therefrom. Subject to the provisions of the By-Laws, Declarant and the Community Facility Unit Owner may make and perform Alterations to Common Elements. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or the owner of any Unsold Unit or the Community Facility Unit Owner. By written permission of the Condominium Board which permission, shall not be unreasonably withheld, (but without the consent of any other Unit Owners), any other Unit Owner(s) may be given, with respect to the Unit(s) owned by such Unit Owner(s), the same rights and be subject to the same limitations and conditions as are set forth in this Article 10 with respect to Unsold Residential Units, including, without limitation, the right to combine, subdivide and/or otherwise reconfigure two or more adjacent Residential Units owned by the Unit Owner(s). Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any

Residential Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the percentage interests of the respective Residential Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered (i) at Declarant's election, by Declarant, the Managing Agent of the Condominium or any other person reasonably acceptable to the Condominium Board in the case of any Unsold Residential Unit, and (ii) by either the Managing Agent of the Condominium, or any other person reasonably acceptable to the Condominium Board in the case of any other Unit. Declarant, the Community Facility Unit Owner or an Unsold Unit Owner will have the right, without the consent of any other Unit Owner or the Condominium Board to amend the Declaration and By-Laws to reflect the foregoing changes. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or Unsold Unit Owner or the Community Facility Unit Owner.

ARTICLE 11

[INTENTIONALLY OMITTED]

ARTICLE 12

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium, any Residential Unit or Community Facility Unit or Unit Owner. To the extent permitted by Law and the Office of the Secretary of State, the Secretary of State will be requested to notify (i) the Condominium Board, to the attention of the President, having an address at 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York 10011, (ii) the Managing Agent and (iii) all Unit Owners of any such service.

ARTICLE 13

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The percentage interest of each Unit in the Common Elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

ARTICLE 14

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (a) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (b) any such encroachments shall hereafter occur as a result of: (i) settling or shifting of the Building, (ii) any alteration, addition, improvement, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, or made by Declarant in accordance with this Declaration and/or the By-Laws or (iii) any alteration, addition, improvement, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the Maintenance of the same as long as the Building shall stand.

ARTICLE 15

NAME OF CONDOMINIUM

The Condominium shall be designated and known as "422 West 20th Street Condominium." Declarant shall own and control all rights and interests, including the right to apply for any state trademark and prosecute to registration any federal trademark applications, to litigate against those whom Declarant believes may be infringing Declarant's rights in and to the name of the Condominium and Building. Only Declarant shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Declarant shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Declarant as the sponsor of the condominium offering, together with such other information as Declarant determines in its sole discretion.

ARTICLE 16

EASEMENTS AND RIGHTS OF ACCESS

16.1 Except as set forth in this Declaration, (i) each Unit Owner will have, in common with all other Unit Owners and each Unit will be subject to, an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, such easement as will be necessary to Maintain, such Unit Owner's Unit and an easement to connect to existing utilities including, but not limited to, utilities for gas, electricity, steam and ventilation.

16.2 The Condominium Board or its agents, to the extent the Condominium Board is permitted to act by the By-Laws for such purposes, will have a right of access to each Unit to inspect the same, to remove violations therefrom and to Maintain and/or replace the Common Elements contained therein, or HVAC Units of Units in accordance with the terms of the By-Laws, or elsewhere in the Property.

16.3 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Building and for the use of any Common Element, to the extent necessitated by an Emergency.

16.4 The Condominium Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate and Maintain the HVAC Units in a Unit, the General Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to Maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the extent practicable, with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one (1) days' notice, except that no notice will be necessary in the case of an Emergency.

16.5 The Condominium Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate and Maintain the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units; or the Common Elements.

16.6 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

16.7 Declarant and the Community Facility Unit Owner(s) and their successors and assigns, shall, to the extent permitted by Law, have an easement to erect, operate and Maintain from time to time, one or more signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like (each a "Sign") on the Property for the purposes of advertising (i) the sale or lease of their respective Units, and (ii) the operation of any business of Declarant, or the Community Facility Unit Owner, a tenant, occupant, managing agent or operator of all or any portion of any Community Facility Unit or of any Unsold Units, as the case may be, provided such Signs are in keeping with the character of the Building. Declarant shall have an easement to utilize the Common Elements of the Building in connection with its sales and leasing efforts relative to the Unsold Units.

16.8 Declarant shall have an easement and the right to change the exterior facade of the Building and alter, replace, restore, renovate, remodel and reconstruct the existing facade of the Building (the "Façade Easement"), provided that such penetration does not materially weaken the structural soundness of the Building and any such changes will comply with all applicable Laws. Declarant shall be obligated to repair, at its sole cost and expense, any damage caused to the Building as a direct result of the Façade Easement.

16.9 The Community Facility Unit Owner shall have an easement and right to alter the exterior facade of the Building appurtenant to its Unit in order to comply with Law (including, without limitation, ADA compliance requirements, New York City Department of Buildings and Landmarks Preservation Commission) without obtaining Condominium Board approval. For example, in order to install a vertical platform-type wheelchair lift and ramp to satisfy ADA

compliance requirements to access its Unit. The Community Facility Unit Owner shall be obligated to repair and restore the exterior facade affected, at its sole cost and expense.

16.10 Declarant and the Community Facility Unit Owner shall have an easement to use the sidewalks adjacent to, and directly in front of, their respective Units which surround portions of the Building for purposes permitted by Law.

16.11 Declarant and/or its designee (including employees, agents, contractors, invitees and licensees) shall have an easement over all portions of the Building, to complete construction of the Proposed Renovations and any other work to be performed in connection therewith (including, without limitation, the right to install conduits, columns, and other supports in furtherance thereof and any other renovations and Custom Work, if any) and otherwise perform its obligations in accordance with the Plan.

16.12 Declarant and the Condominium Board with respect to the Property, shall have the right to grant such additional electric, gas, water and sewer, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install an air conditioning compressors or other equipment on the Roof or relocate any easements in any portion of the Building or the Property, as the case may be, Declarant, the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and Maintenance of the Building or any portion thereof, or to renovate and/or complete the Building as described in the Plan or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that the Condominium Board shall not grant such additional easements within a Community Facility Unit without the consent of the Community Facility Unit Owner thereof and provided further that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for their permitted purposes for an extended period of time, and shall not result in the imposition of any mechanic's lien against any of the Units. Any company providing the utilities or services and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of the aforementioned easements to in order to install, operate, Maintain and service same.

16.13 The Units and Common Elements of the Building shall be subject to Declarant's right and easement to use, lease, license and/or sublicense the Common Elements for the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communications equipment on the Roof and exterior facade of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto. Any satellite dishes or other facilities placed upon the Roof, the exterior facade of the Building or any other portion of the Common Elements by Declarant, its designee, tenant, assignee or licensee shall be the exclusive property of Declarant, its designee, tenant, assignee or licensee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto, (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, Maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Community Facility Unit or with the use of the Residential Units for their permitted purposes, (c)

changing the facade of the Building pursuant to the Façade Easement granted under Section 16.8 hereof or (d) right to grant such additional electric, gas, water and sewer, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install an air conditioning compressors or other equipment on the Roof or relocate any easements in any portion of the Building or the Property. Clauses (a) through (d) above are collectively referred to as the "Sponsor Easements". The Condominium Board shall be obligated to enter into such lease, license, sublicense or other agreement with Declarant, at Declarant's request. If Declarant enters into any such agreement with the Condominium Board, Declarant, as sponsor, will amend the Plan to disclose same. Declarant has and shall retain the right to collect a fee for any use, lease, license or sublicense of such space. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Declarant for the use of the Sponsor Easements. The Sponsor Easements may be used by Declarant for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Declarant (the "Sponsor Easement Holder"). In the event that there is a change in Declarant or Declarant designates any of its Sponsor Easements to a Sponsor Easement Holder (other than Declarant) the Condominium Board must be provided with written notice advising of same. Declarant will indemnify and hold the Condominium harmless for any losses/liabilities incurred by the Condominium resulting from its establishment, use and Maintenance of the Sponsor Easements and shall bear all Maintenance and operation costs therefor. The Sponsor Easements will not expire and will remain in effect after the Declarant no longer owns any Units in the Building. Notwithstanding anything to the contrary set forth above, in the event the Sponsor Easements are terminated by operation of law or otherwise, the Condominium Board shall have the sole right to same.

16.14 Any easements granted to Declarant, the Condominium Board, any Unit or any Unit Owner or other party under this Declaration and the By-Laws may be exercised by such Unit Owner's employees, agents, contractors, suppliers, utility providers, service providers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, members, tenants and/or tenant-shareholders, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by Declarant, the Unit Owner or the Condominium Board, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the use of the Units for their permitted purposes.

16.15 Any easements or rights of access granted hereunder will be exercised, to the extent practicable, in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Any Maintenance performed in accordance with the provisions of this Article 16 in or to any Community Facility Unit will be performed outside normal business hours (i) if failure to do so would cause unreasonable interference with the use and occupancy of the applicable Community Facility Unit, or (ii) if otherwise reasonably requested by a Community Facility Unit Owner. Any additional costs and expenses incurred as a result of such work being done outside of normal business hours will be borne by the Unit Owner whose Unit was accessed. Except as otherwise expressly provided in this Declaration or in the By-Laws, entries to General Common Elements or Limited Common Elements which must be accessed through a Community Facility Unit will be permitted on not less than three (3) business days' notice to the Community Facility Unit Owner (and its occupant or tenant) thereof and entries to General Common Elements or Limited Common Elements which must be accessed through a Unit will be permitted on not less than one (1) business days' notice to the Unit Owner (and

occupant or tenant) thereof. Notwithstanding the foregoing, only such notice as may be practical under the circumstances will be necessary in the case of an Emergency, provided that thereafter the Condominium Board will give notice to the affected Unit Owner as promptly as is practical under the circumstances.

16.16 Each Unit Owner shall have an easement for ingress and egress through the General Common Elements, as necessary, to and from their respective Unit, which easement shall be perpetual and appurtenant to the Unit Owner's title interest in the Unit.

16.17 Declarant reserves the right to grant an easement of ingress/egress through the residential lobby to the Community Facility Unit Owner.

ARTICLE 17

POWER OF ATTORNEY

17.1 Each Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board an irrevocable Power of Attorney, coupled with an interest (annexed as Exhibit E to this Declaration or otherwise in such form and content as the Condominium Board shall determine) following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interests (as defined hereinafter), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate and (c) to execute, acknowledge and deliver any declaration or other instrument affecting the General Common Elements or the Building which the Condominium Board deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the General Common Elements or the Building or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the General Common Elements or the Building which the Condominium Board deems necessary or appropriate.

17.2 Each Unit Owner shall grant to the Declarant the Power of Attorney to amend the Declaration and By-Laws and to effectuate the rights granted to Declarant under the Declaration and the By-Laws and the Plan, including, the power to execute the Required Documentation and to consent on behalf of each Unit Owner, as a party in interest, to any declaration or other agreement effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot (the "Merger") for the purpose of transferring to or from Declarant, or its successors or assigns, all or any portion of the Development Rights.

ARTICLE 18

ACQUISITION OF UNITS BY CONDOMINIUM BOARD

18.1 If (a) any Unit Owner surrenders such Unit Owner's Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Building or the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339 x of the Condominium Act, (b) the Condominium Board, pursuant to Article 8 of the By-Laws, acquires or leases a Unit, together with the Appurtenant Interests, or (c) the Condominium Board purchases, at a foreclosure or other similar sale, a Unit, together with the Appurtenant Interests, then, in any such event, title to any such Unit, together with the 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 interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interest in the Common Elements.

18.2 The Condominium Board shall have the authority to lease or purchase, on behalf of all Unit Owners, a Unit to be used as the residence of the Resident Manager of the Building and, in such event, title to all or any such portion of the Unit, together with its Appurtenant Common 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 interests in the Common Elements.

ARTICLE 19

COVENANTS RUNNING WITH THE LAND

19.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article 19, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such Unit Owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and

all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease (including an interim lease) or use and occupancy agreement thereof.

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

ARTICLE 20

AMENDMENTS OF DECLARATION

20.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Unit Owner, or Unit Owners (a) any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 67% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws; (b) any provision of this Declaration benefiting, protecting or otherwise affecting only the Residential Units or the Residential Unit Owners may be added to, amended, modified or deleted by vote of at least 67% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected and (c) any provision of this Declaration benefiting, protecting or otherwise affecting only the Community Facility Units or the Community Facility Unit Owners may be added to, amended, modified or deleted by the vote of at least 67% in number and in Common Interest of all Community Facility Unit Owners taken in accordance with the provisions of the By-Laws, provided, however, that the Common Interest appurtenant to any Community Facility Unit shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Unit Owner, or the Community Facility Unit Owner, no amendment, modification, addition or deletion pursuant to the provisions of clause (a) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives (as defined in the By-Laws) or Permitted Mortgagees. No such

amendment, modification, addition or deletion shall be effective until recorded in the City Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Unit Owner, or the Community Facility Unit Owner, any such amendment, modification, addition or deletion shall be executed by the Condominium Board as attorney-in fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney in-fact.

20.2 If the number of rooms in an Unsold Unit is changed, or the use, size and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interests of Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 10 hereof, then Declarant causing such changes shall have the right to execute, or (upon its request) to require any other Unit Owner or the Condominium Board to execute, and record in the City Register's Office and elsewhere, if required by Law, an amendment to this Declaration (together with such other documents as Declarant causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the use, size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of the Condominium Board, the Unit Owners or the Residential Mortgage Representatives, if any. In addition, if any Unit Owner other than Declarant causing such changes is given the right by the Condominium Board to make the changes described in this Section with respect to such Unit Owner's Unit or Units, all in accordance with Article 10 hereof, then such Unit Owner shall have the right to require the Condominium Board to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration and other documents which are necessary or appropriate (in the reasonable judgment of the Condominium Board to reflect the changes made by the Unit Owner, all without the approval of the Condominium Board, other Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.3 Notwithstanding anything to the contrary set forth above, Declarant or an Unsold Unit Owner shall have the right to amend the Declaration, without the consent of the Condominium Board or any other Unit Owner, to effectuate the rights otherwise granted to Declarant or an Unsold Unit Owner under the terms of this Declaration and the By-Laws.

20.4 The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant. Notwithstanding the foregoing, Declarant may amend the Declaration to correct or supplement any mathematical mistakes, inconsistencies or scrivener errors without the consent of the Condominium Board or any other Unit Owner.

ARTICLE 21

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least eighty percent (80%) in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of a Permitted Mortgagee and the Residential Mortgage Representatives, if any, and (b) without the written consent of Declarant, until such time as Declarant and its designees have conveyed title to all Units, provided that in no event shall Declarant's consent be required more than five years after the date fee title to a Unit is first conveyed to a purchaser by Declarant pursuant to an offering plan. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 22

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23

CAPTIONS

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

ARTICLE 24

CERTAIN REFERENCES

24.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25

SEVERABILITY

Subject to the provisions of Sections 19.2 of this Declaration, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law.

ARTICLE 26

COVENANT OF FURTHER ASSURANCES

26.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Condominium Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.2 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to perform, execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Condominium Board which represents such Unit Owner, is hereby authorized as attorney in fact for such Unit Owner, or other party, coupled with an interest, to perform. execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, the Condominium Board or other party and such document or action shall be binding on such Unit Owner, the Condominium Board or other party.

26.3 If any Unit Owner, the Condominium Board or any other party which is subject to the terms of this Declaration fails, within (ten) 10 days after request therefor, to perform, execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Condominium Board or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant, then Declarant is hereby authorized, as attorney in fact for such Unit Owner, the Condominium Board or other party, coupled with an interest, to perform, execute, acknowledge and deliver such instrument or to take such action in

the name of such Unit Owner, the Condominium Board or other party and such document or action shall be binding on such Unit Owner, the Condominium Board or other party, as the case may be.

ARTICLE 27

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee, or, with the consent of Declarant or its designee, any transferee of some or all of the then Unsold Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Community Facility Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Community Facility Unit Owners. Subject to the foregoing, Declarant, its designee, and/or the Community Facility Unit Owners, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 28

CONSENTS

Whenever the consent, approval, satisfaction or permission of Declarant is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 29

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; and (v) the Power of Attorney annexed hereto as Exhibit E are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ___ day of _____, 20___.

420 WEST 20TH STREET, LLC

By: _____
Name:
Title:

ACKNOWLEDGMENTS

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

ADD DESCRIPTION

EXHIBIT "B" TO THE CONDOMINIUM DECLARATION
OF 422 WEST 20TH STREET CONDOMINIUM
422 WEST 20TH STREET, A/K/A 421-424 WEST 20TH STREET, NEW YORK, NY 10011
BLOCK: 717

Unit Designation	Tax Lot Number	Number of Bedrooms/ Bathrooms	Location (Building Facade)`	Use Type	Floor	Square Footage	Residential Limited Common Element Square Footage	Common Elements to which Unit has Immediate Access	Percentage of Interest in the Common Elements

EXHIBIT C

DEFINITIONS

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

"420 West LLC" shall have the meaning ascribed thereto in the preamble.

"ADA" shall mean the Americans with Disabilities Act of 1990 (as may be amended from time to time).

"Affiliate" shall mean an individual or an entity who or which owns more than fifty percent (50%) of the legal and beneficial interest of a Unit Owner, Declarant or of any partner, an individual or an entity with respect to which either a Unit Owner, Declarant or any partner owns more than fifty percent (50%) of the legal and beneficial interest, or an entity as to which more than fifty percent (50%) of its legal and beneficial interest is owned by an individual or an entity which owns more than fifty percent (50%) of the legal and beneficial interest of a Unit Owner, Declarant or of any partner.

"Alterations" shall mean alterations, additions, improvements, renovations, replacements and/or repairs (capital or otherwise, but other than routine Maintenance) to a Unit, or Common Element, or any portion thereof, whether involving structural work or which impact upon Building systems or non-structural in nature.

"Building" refers to the structure and improvements including above and below grade segments located at 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York 10011 in which the Units of the Condominium are located.

"By-Laws" refers to the By-Laws governing the operations of the Condominium, which are set forth as Exhibit D of the Declaration, as same may be amended from time to time.

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

"Common Charges" shall have the meaning ascribed thereto in Section 6.1.1 of the By-Laws.

"Common Elements" refers to the General Common Elements and the Limited Common Elements.

"Common Expenses" refers to costs and expenses incurred or projected and attributable to the operation and Maintenance of the General Common Elements and as otherwise provided in the Declaration and By-Laws.

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

accordance with the Declaration. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to this Declaration.

"Condominium" refers to 422 West 20th Street Condominium.

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

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

"Declarant" refers to 420 West LLC and/or its designee(s), successor(s) and/or assign(s).

"Declaration" refers to the instrument creating the Condominium, as the same may be amended from time to time.

"Development Rights" shall have the meaning ascribed thereto in Section 2.2 of the Declaration.

"Development Rights Purchaser" shall have the meaning ascribed thereto in Section 2.2 of the Declaration.

"Emergency" refers to any situation where the applicable Person, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unforeseen and unforeseeable suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or Property.

"Facade Easement" shall have the meaning set forth in Section 16.8 of the Declaration.

"Facility" or "Facilities" refers to, but is not limited to, the facilities and equipment necessary for the operation of the Units and the Common Elements (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, converter, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, door, railing, coping, step, appurtenance, mailbox, tree, shrubbery, flower or other planting and horticulture tub or box.

"FHA" refers to the Federal Housing Administration.

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

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

"Family Members" shall mean the spouse, domestic partner, their children, stepchildren, grandchildren, siblings, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Residential Unit Owner who reside in such Unit Owner's Residential Unit.

"General Common Elements" shall have the meaning ascribed thereto in Article 8 of this Declaration.

"Governmental Agency Mortgage" means a mortgage on a Unit that has been purchased, securitized, insured or guaranteed by any federal, state, or city agency, or any quasi-governmental or government sponsored enterprise.

"Initial Control Period" refers to the period of time commencing on the First Closing and ending on the date that is five (5) years from the First Closing.

"Inside Offeror" shall have the meaning set forth in Section 8.1.1 of the By-Laws

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

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

"Limited Common Elements" shall have the meaning ascribed thereto in Section 8.4 of this Declaration.

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

"Merger" shall have the meaning ascribed thereto in Section 17.2 of the Declaration.

"Person" refers to an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, or any other legal entity, any Federal, State, County or municipal government, or any bureau, department, agency, authority or subdivision

thereof and any beneficiaries, officers, directors, employees, agents, partners, shareholders, or fiduciaries thereof acting in such capacity on behalf of any of the foregoing.

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

"Permitted Mortgagee" refers to the holder of a Permitted Mortgage.

"Permitted Mortgagee Approval" refers to the approval of Permitted Mortgagees holding Permitted Mortgages secured by Units as to which are appurtenant to at least 51% of the aggregate Common Interest of all Units secured by such Permitted Mortgages.

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

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

"Required Documentation" refers to such applications, permits, certifications, affidavits, forms, agreements, acknowledgments or other documents as may be required to enable the Declarant and or the Community Facility Unit Owner to exercise its rights or obligations under the Declaration and the By-Laws, including, without limitation, with respect to Declarant's rights only, to deal with any air or development rights, if any, and to undertake, perform and complete any renovation or construction work to the Unsold Units and Common Elements.

"Residential Unit" or "Residential Units" shall have the meaning ascribed thereto in Article 4 of this Declaration and Exhibit B annexed hereto and the Floor Plans.

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

"Roof" refers to the roof of the Building and setbacks, which will be delineated as General Common Elements on the Floor Plans and shall include, without limitation, skylights, the underlayment, membranes, flashings, gutters, fasteners, pipes, vents, coatings and other roofing material necessary to construct the Roof but shall not include any Common Roof Deck, or Terrace Installations which may be located thereon.

"Rules and Regulations" refers to the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

"Seminary" refers to The General Theological Seminary of the Protestant Episcopal Church in the United States.

"Signs" refers to any and all signs, awnings, canopies, marquees, banners, flags, pennants, aerials, antennas or the like located in any Unit or upon any Common Elements.

"Significant Casualty" shall have the meaning set forth in Section 6.3.4 of the By-Laws.

"Significant Taking" shall have the meaning set forth in Section 6.3.4 of the By-Laws.

"Special Assessments" shall have the meaning set forth in Section 6.1.6 of the By-Laws.

"Sponsor Control Period" shall have the meaning set forth in Section 3.9.3 of the By-Laws.

"Sponsor ROFR Period" shall have the meaning set forth in Section 8.13 of the By-Laws.

"Storage Bins" shall mean any Storage Bin located below-grade, on a portion of the Cellar level of the Building, as more particularly shown on the Floor Plan set forth as an Exhibit in Part II of the Plan, and shall include the structural framework and materials out of which the Storage Bin is constructed. Each Storage Bin shall be deemed a General Common Element of the Condominium. Any reference in the Plan to "the exclusive use of a Storage Bin by a Residential Unit Owner" shall mean that Residential Unit Owner has entered into a License for use of a Storage Bin.

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

"Terrace" refers to any terrace which would be appurtenant to a Residential Unit and would include any Terrace Installations, which would be reflected on Schedule A of the Plan and the Floor Plans.

"Terrace Installations" refers to any decking material or other surface coverings, fencing, lighting, landscaping, trees, shrubbery, planters and other plantings and other furniture, equipment and installations on a Terrace.

"Unit" or "Condominium Unit" refers to a space designated as a Residential Unit or a Community Facility Unit in the Declaration, together with an appurtenant proportionate undivided interest in the General Common Elements, and as the case may be, the Limited Common Elements. All of such Units are collectively referred to as "Units."

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

"Unit Owner Expense" shall be defined as those expenses set forth as "Unit Owner Expenses" under the terms of the By-Laws and which shall be the sole obligation of the Unit Owner on whose behalf the expenses are incurred. For illustration purposes only the cost of sub-metered utilities that are not part of Common Charges and the User Fee charged for access to the Close pursuant to the Seminary Declaration. The cost of any services provided to a Unit Owner other than services that are charges as part of Common Charges shall be a Unit Owner Expense.

"Unsold Unit" refers to any Unit owned or retained, by way of lease or any other arrangement, for which management and/or financial responsibility is retained by Declarant; a Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more of the principals of any of them, is a member (unless the Unit is acquired for Declarant's or a principal of Declarant's personal occupancy); or a Unit that is

acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage.

"Unsold Unit Owner" refers to any owner of an Unsold Unit.

"Waiver Period" shall have the meaning ascribed thereto in Section 6.1.2 of the By-Laws.

"Waiver Period Expenses" are expenses actually incurred to operate the Building (including, without limitation, insurance premiums), but do not include real estate taxes or contributions to the Contingency Fund.

ZLDA" shall have the meaning ascribed thereto in Section 2.2 of the Declaration.

EXHIBIT "9"

BY-LAWS

EXHIBIT D

BY-LAWS

OF

422 WEST 20TH STREET CONDOMINIUM
422 West 20th Street, a/k/a 420-424 West 20th Street
New York, New York 10011

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BY-LAWS

ARTICLE 1

GENERAL

1.1 Purpose.

The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of 422 West 20th Street Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 10,092 square feet of land (the "Land") which forms a part of Block 1717 of Section [__] of the Tax Map of the Borough of Manhattan, City, County and State of New York, the building and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein which are not separately defined herein, shall have the meanings given to those terms in the Declaration or in Exhibit C thereto.

1.2 Applicability of By-Laws.

These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as defined in Exhibit C of the Declaration). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

1.3 Principal Office of Condominium.

The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE 2

BOARD OF MANAGERS

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in Section 2.2 of these By-Laws, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). From and after the First Annual Meeting (defined in Section 3.1 hereof) of Unit Owners, the Condominium Board shall consist of five (5) persons elected by the Unit Owners, three (3) of which shall be appointed by the Residential Unit Owners and two (2) of which shall be appointed by the Community Facility Unit Owner(s), subject to Declarant's rights under Subsection 3.9.3 hereof. Notwithstanding the foregoing, for as long as Declarant has the voting power to elect all members of the Condominium Board, the Condominium Board shall have three (3) members only (the "Initial Condominium Board" as such term is discussed in Section 2.4 hereof). Notwithstanding anything to the contrary set forth above, no Unit Owner may be elected to serve on the Condominium Board if the Condominium Board has perfected a lien against such Unit Owner's Unit which lien has not been satisfied at the time of the election.

2.1.2 Each member of the Condominium Board, except for the Initial Condominium Board (in accordance with Section 2.4 of these By-Laws) and except as otherwise provided in Section 2.1.3 below, shall be elected at the separate annual meetings of Unit Owners and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a Board member may serve. Notwithstanding anything to the contrary set forth above, no Unit Owner may be elected to serve on the Condominium Board if the Condominium Board has perfected a lien against such Unit Owner's Unit which lien has not been satisfied at the time of the election.

2.1.3 Except for Board members elected or designated by Declarant, all members of the Condominium Board shall be either Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies fiduciaries or any other entities which own Units, Permitted Mortgagees, or family members of any of the foregoing. Other than Board members elected or designated by Declarant, no Board member shall continue to serve after such member ceases to be qualified as set forth above. As set forth in 2.1.1 above, no Unit Owner may be elected to serve on the Condominium Board if the Condominium Board has perfected a lien against such Unit Owner's Unit which lien has not been satisfied at the time of the election

2.2 Powers and Duties.

2.2.1 The Condominium Board collectively has the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by Law, the Declaration or these By-Laws may not be delegated to the Condominium Board by the Unit Owners). All determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

2.2.2 Subject to the provisions of Subsection 2.2.1 above and without limiting the generality thereof the Condominium Board shall have all powers and duties expressly set forth elsewhere in the Declaration and these By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate the Condominium Board's obligations under the Declaration and these By-Laws.

2.2.3 The Condominium Board shall be entitled to make determinations with respect to the following matters, subject to Sections 2.2.3 and 2.2.4 of these By-Laws:

2.2.3.1 Operating, caring maintaining, repairing and replacing the General Common Elements and the Limited Common Elements to the extent it is an obligation of the Condominium Board under the Declaration or these By-Laws.

2.2.3.2 Determining the amount of Common Charges (as hereinafter defined).

2.2.3.3 Collecting of Common Charges from Unit Owners.

2.2.3.4 Employing and dismissing personnel and building staff in connection with the Maintenance and operation of the Common Elements.

2.2.3.5 Entering into agreements to share building staff (including, without limitation, the Resident Manager) with another property in such form and substance as the Condominium Board may agree (to the extent same is entered into) (the "Shared Facilities Agreement"); and to exercise the rights and perform the obligations set forth in such Shared Facilities Agreement (or, otherwise appoint the committee members of a committee created to manage the Shared Facilities Agreement).

2.2.3.6 Adopting and amending the Rules and Regulations, as they affect the Common Elements.

2.2.3.7 Making additions and improvements to, or Alterations of Common Elements.

2.2.3.8 Making repairs, restorations and improvements of the Common Elements or parts thereof for any reason including, but not limited to, damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.3.9 Enforcing obligations of Unit Owners or the Condominium Board.

2.2.3.10 Levying fines against Unit Owners for violations of the Rules and Regulations adopted by the Condominium Board (any such fines shall constitute Common Charges payable by the Unit Owner against which they are levied).

2.2.3.11 Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.3.12 Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves Common Elements, as set forth in Section 6.2 hereof.

2.2.3.13 Borrowing money on behalf of the Condominium, when required in connection with the operation and Maintenance of the General Common Elements; provided, however, that (i) the consent of at least 67% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $150,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph is not repaid by the Condominium Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit. Notwithstanding anything to the contrary set forth herein, the consent of the Unit Owners is not required in connection with the financing of the resident manager's unit.

2.2.3.14 Bringing actions on behalf of Unit Owners, as their interests may appear, with respect to any cause of action relating to the Common Elements, as the Condominium Board deems advisable.

2.2.3.15 Organizing corporations or limited liability companies to act as designees of the Condominium Board with respect to such matters as the Condominium Board may determine, including, without limitation, in connection with the acquisition of title to or the leasing or subleasing of Units by the Condominium Board on behalf of the Unit Owners.

2.2.3.16 Executing, acknowledging and delivering of (i) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the New York City Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the operation, demolition or Maintenance of the Condominium or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate.

2.2.3.17 Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.3.18 Obtaining and reviewing insurance for the Property, pursuant to the provisions of Section 6.2 hereof.

2.2.3.19 Making repairs to and restoration of the Building or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings as more particularly provided in these By-Laws.

2.2.3.20 Selling, leasing, mortgaging or purchasing an apartment or Unit for use as the residence of the Resident Manager, either in the Building or elsewhere (in compliance with applicable Law) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such apartment or Unit (including the right to purchase such an apartment or Unit as co-tenants with another property owner). This Subsection is not intended, except to the extent provided elsewhere to the contrary, to interfere with the ability of a Community Facility Unit Owner to sell, lease, mortgage, subdivide or combine portions of its respective Community Facility Unit.

2.2.3.21 Licensing or leasing the General Common Elements.

2.2.3.22 Subject to Article 8 hereof, selling, purchasing, leasing, subleasing, mortgaging and otherwise acquiring in the name of the Condominium Board or its designee, on behalf of all Unit Owners, Units (and/or Storage Bins) offered for sale or lease or surrendered by their owners to the Condominium Board.

2.2.3.23 Purchasing Units at foreclosure or other similar sales, in the name of the Condominium Board or its designee, on behalf of all Unit Owners.

2.2.3.24 Appointing one or more executive committee in accordance with Section 2.17 of these By-Laws.

2.2.3.25 In accordance with Article 8 hereof, issuing or designating the Managing Agent to issue a certificate of waiver for a right of first refusal to acquire or lease a Residential Unit.

2.2.3.26 Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units for the benefit and on behalf of (i) all Unit Owners, or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Condominium Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

2.2.3.27 Operating, maintaining and supervising of all Common Elements.

2.2.3.28 Purchasing or leasing, in the name of the Condominium Board, space for the storage of personal property of Unit Owners, and in connection therewith the promulgation of conditions, rules and regulations for the operation and supervision thereof.

2.2.3.29 Imposition of move-in fees and charges, and transfer fees in connection with the sale or lease of a Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant. In addition, in the event of resales of Units, the Condominium Board shall have the right to require a purchaser of a Unit to

make a contribution to the Working Capital Fund, in an amount not to exceed two (2) months Common Charges then applicable to the Unit being purchased.

2.2.3.30 Reviewing and approving Alterations by Unit Owners to their respective Units and the Common Elements and establishing rules and procedures with respect to such Alterations and renovations and execution of an alteration agreement (in form set forth in the Plan), provided that no such review process or approval may be imposed upon the Declarant.

2.2.3.31 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or an Unsold Unit Owner shall continue to own at least 25% of the Units, but in no event later than five years from the First Closing of a sale made under an Offering Plan, the Condominium Board may not, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the Common Elements or to any Unit; (ii) increase or decrease the number, or change the kind of employees initially hired for the Condominium; (iii) enter into any service or maintenance contract for work not covered in the initial projected budget for the Condominium or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (iv) borrow money on behalf of the Condominium; (v) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; or (vi) exercise a right of first refusal to lease or purchase a Unit. Provided, however that Declarant's written consent is not necessary to perform any function or take any action described in items (i) through (vi) above, if, and only if the performance of such function or the carrying out of such an action is necessary and no other alternative is available to enable the Condominium Board to comply with Laws of any governmental authority having jurisdiction over the Condominium.

2.3 **Managing Agents and Managers.**

With respect to matters the determinations concerning which the Condominium Board is entitled to make, the Condominium Board may employ a managing agent and/or a manager at a compensation established by the Condominium Board to perform such duties and services as the Condominium Board shall authorize. The Condominium Board may delegate to such managing agent or manager other powers granted to the Condominium Board by these By-Laws, except the powers set forth in Subsections 2.2.3.1(2), (7), (9), (10), (14), (15), and (16).

2.4 **Initial Condominium Board.**

The Condominium Board shall initially consist of the three (3) persons designated by Declarant to initially comprise the Condominium Board (the "Initial Condominium Board"). The various Board members shall be deemed to have been "elected" as members of such Condominium Board for the purposes of these By-Laws. Within one (1) year after the date of the First Closing, the Condominium Board will call for the First Annual Meeting of Unit Owners for the purpose of electing the new Condominium Board in accordance with the provisions of Section 3.1 hereof and subject to the rights of Declarant to designate certain members of the Condominium Board as more particularly described in Subsection 3.9.3 hereof. The terms of each such member of the Condominium Board shall expire annually. Notwithstanding the foregoing, for as long as Declarant has the voting power to elect all members of the

Condominium Board, the Condominium Board shall be comprised of three (3) members, thereafter the Condominium Board shall be comprised of five (5) members.

2.5 **Resignation and Removal.**

A Condominium Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Condominium Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Subject to the provisions of Subsection 3.9.3 of these By-Laws, any member of the Condominium Board may be removed, with or without cause, by a majority vote of Unit Owners present in person or by proxy at a regular or special meeting of Unit Owners at which a quorum is present. The Condominium Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Condominium Board members designated by Declarant may only be removed by members other than Declarant with cause and shall be replaced as described in Section 2.6 below. In addition, any member of the Condominium Board who is designated as such by Declarant, may be removed by such designating party at any time, with or without cause, and the party making such removal shall have the right to designate the replacement for such member.

2.6 **Vacancies.**

Subject to the provisions of Subsection 3.9.3 of these By-Laws, any vacancy on the Condominium Board for whatever reason shall be filled by the members of the Condominium Board then in office, at a special meeting of the Condominium Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Condominium Board until the next annual meeting of the Unit Owners when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these By-Laws, in the case of a vacancy on the Condominium Board, created by the resignation, removal or any other cause which results in the Condominium Board member designated by Declarant, ceasing to be a member of any the Condominium Board, Declarant, as the case may be, shall have the sole right to designate a replacement for such member.

2.7 **Organizational Meeting of Condominium Board.**

The first meeting of the Condominium Board following each annual meeting of each of the Unit Owners shall be held immediately following each such annual meeting

2.8 **Regular Meetings of Condominium Board.**

Regular meetings of the Condominium Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof. Written notice of regular meetings shall be given to each member thereof, by personal delivery, mail, facsimile or e-mail, at least five business days prior to the day named for such meeting.

2.9 **Special Meetings of Condominium Board.**

Special meetings of the Condominium Board may be called by the President or Vice President of the Condominium Board by giving at least five business days prior written notice to each member of the Condominium Board by personal delivery, mail, facsimile or e-mail, which written notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. Special meetings of the Condominium Board shall be called in like manner and on like notice on the written request of at least two members of the Condominium Board.

2.10 **Meetings of Condominium Board.**

No organizational or regular meetings of the Condominium Board shall be held unless otherwise required by applicable Law in which event such required meetings shall be held at such time and place in the Borough of Manhattan as shall be determined by the Condominium Board, provided that notice thereof be given to Condominium Board members by personal delivery, mail, facsimile or e-mail at least five business days prior to the day named for such meeting. Special meetings of the Condominium Board may be called by the President of the Condominium Board by giving five business days prior notice to each member of the Condominium Board by personal delivery, mail or telegram, which notice shall state the time, place (which shall be in the Borough of Manhattan) and purpose of the meeting.

2.11 **Resolutions of Condominium Board.**

The Condominium Board shall cause to be promptly delivered to the other copies of all resolutions adopted by it except to the extent (a) of matters privileged under applicable Law, (b) relating to the terms of the sale, leasing or subleasing of any Residential Unit or portion of any Residential Unit, other than the nature of the use thereof, and (c) relating to matters not related to the Property.

2.12 **Waiver of Notice.**

Any Condominium Board member may at any time waive notice of the Condominium Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Condominium Board, no notice shall be required and any business may be transacted at such meeting.

2.13 **Determinations by Board; Quorums.**

2.13.1 Except as otherwise set forth in 2.13.3 below, all determinations by the Condominium Board shall be made at a meeting of the Condominium Board at which a quorum thereof is present. At any Condominium Board meeting, a majority of the members thereof shall constitute a quorum, and the votes of a majority of such members present shall constitute the decision of the Condominium Board.

2.13.2 If at any Condominium Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned

meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.13.3 Members of the Condominium Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Condominium Board may be taken without a meeting if all members of the Condominium Board consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the Condominium Board.

2.14 **Compensation**

. No member of the Condominium Board shall receive any compensation for acting as such.

2.15 **Liability of Condominium Board and Unit Owners.**

2.15.1 To the extent permitted by applicable Law, no member of the Condominium Board shall have any personal liability with respect to any contract, act or omission of the Condominium Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, or any Common Element (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Condominium Board or by any managing agent or manager thereof may state that it is made by the Condominium Board, managing agent or manager only as agent for all Unit Owners, that the Condominium Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and may also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium or any Common Element shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and, unless expressly stated to the contrary in such contract (as determined by the Condominium Board in its sole and absolute discretion), to the extent permitted by applicable Law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Condominium Board on whose behalf the contract or agreement is made. Board members shall have no liability to Unit Owners except that a Board member shall be liable for such Unit Owner's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with the Condominium Board member, any Unit Owner, Declarant, Declarant's designee or any Affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.15.2 Neither the Condominium Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Condominium Board or any member thereof; or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any Common Element.

2.16 **Fidelity Bonds.**

The Condominium Board shall obtain or ensure maintenance of fidelity bonds, in amounts deemed appropriate by it, for all of its members, officers and employees and for the Managing Agent employed by it and the premiums on such bonds shall constitute Common Expenses.

2.17 **Executive Committees.**

The Condominium Board may, subject to such limitations and exceptions as the Condominium Board may prescribe, appoint an Executive Committee and such other committees as the Condominium Board may deem appropriate, each to consist of as many members as the Condominium Board shall deem appropriate for the purpose of making such reports and studies as the Condominium Board deems appropriate or to enforce the terms and conditions of a shared building staff agreement. For so long as Declarant is entitled to designate members to the Condominium Board, any committee appointed by the Condominium Board shall have at least one of its members a member appointed by Declarant.

2.18 **Principal Offices of the Condominium Board.**

The principal offices of the Condominium Board shall each be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by the Condominium Board.

2.19 **Status of the Condominium Board.**

In addition to the status conferred upon the Condominium Board under or pursuant to the provisions of the Condominium Act, the Condominium Board shall, to the extent permitted by applicable Law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of the Condominium Board pursuant to the provisions of Section 2.20 below, the provisions of this Section 2.19 shall no longer be applicable to the Condominium Board.

2.20 **Incorporation of the Condominium Board.**

To the extent and in the manner provided in the Condominium Act, the Condominium Board may by action of the Condominium Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that the Condominium Board so incorporates, it shall have, to the extent permitted by applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon the Condominium Board

under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.21 **Condominium Board as Agent of Unit Owners.**

In exercising their respective powers and performing its respective duties under the Declaration and these By-Laws, the Condominium Board shall act in good faith as, and shall be, the agent of the Unit Owners the Condominium Board represents, subject to and in accordance with the provisions of the Declaration and these By-Laws.

2.22 **Development Rights.**

The Condominium Board shall be authorized to, and, upon the request of Declarant or the Development Rights Purchaser, the Condominium Board shall be obligated, to execute and deliver any documents or applications reasonably required in connection with a Merger, any declaration of zoning lot restrictions, the ZLDA or the transfer of the Development Rights to the Development Rights Purchaser.

ARTICLE 3

UNIT OWNERS

3.1 **Annual Meetings.**

The first annual meeting of Unit Owners ("First Annual Meeting") shall be called on or no more than one year after the First Closing. Such meeting shall be held not less than (ten) 10 days nor more than forty (40) days after the sending of the notice of the meeting. At such meeting, the Initial Condominium Board shall resign, subject to the rights of Declarant under Section 3.9.3 of these By-Laws, and the Unit Owners shall elect (in accordance with the provisions of Section 2.1 above and as otherwise provided in these By-Laws) a Condominium Board consisting of five (5) members. Thereafter, annual meetings of Unit Owners shall be held within approximately thirty (30) days of each anniversary of the First Annual Meeting. At each such meeting, the incumbent Board members shall resign and new members of the Condominium Board shall be elected and there shall also be transacted such other business as may properly come before such meetings. Notwithstanding the foregoing, for so long as Declarant owns one (1) Unit, Declarant shall have the right to designate at least one (1) member of the Condominium Board and for so long as Declarant owns at least two (2) Units the number of members of the Condominium Board may not be increased without the consent of Declarant.

3.2 **Place of Meetings.**

Meetings of all or any Unit Owners shall be held at the principal office of the Condominium or, at such other suitable and convenient place in the Borough of Manhattan, as may be designated by the Condominium Board.

3.3 **Special Meetings.**

The President of the Condominium Board shall call a special meeting of Unit Owners, if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary of the Condominium Board by not less than 25% in Common Interest of Unit Owners.

3.4 **Notice of Meetings and Actions Taken.**

Notice of each annual or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, regular mail, recognized overnight courier or telegram, at least ten (10) but no more than forty (40) days prior to the day named for the meeting and shall be given or sent to the Unit Owners of record as of the date of the notice, at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment. Only Unit Owners of record as of the date of a notice are entitled to be present and vote at the meeting for which said notice is sent.

3.5 **Adjournment of Meetings.**

If any meeting of Unit Owners cannot be held because a quorum is not present, a Majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting.

3.6 **Order of Business.**

The order of business at all joint or separate meetings of Unit Owners shall be as follows:

(a) Call to order;

(b) Roll call;

(c) Proof of notice of meeting;

(d) Reading of minutes of preceding meeting;

(e) Reports of officers;

(f) Reports of members of the Condominium Board;

(g) Reports of committees;

(h) Election of inspectors of election (when so required);

(i) Election of members of the Condominium Board (when so required);

(j) Unfinished business;

(k) New business; and

(l) Adjournment.

3.7 **Title to Units.**

Title to Units may be taken by any individual, corporation, limited liability company, partnership, association, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 **Voting.**

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Condominium Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Condominium Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Condominium Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit.

3.8.3 Notwithstanding anything to the contrary set forth above, Unit Owners, as of the record date established by the Condominium Board, may vote to amend the Declaration and these By-Laws pursuant to Article 20 of the Declaration and Article 13 of these By-Laws, without a meeting, provided that such Unit Owners receive no less than thirty (30) days notification of such proposed amendment from the Condominium Board, together with a copy of the text of such proposed amendment and a proxy with respect to such vote.

3.9 **Election of Condominium Board Members; Rights of Declarant.**

3.9.1 All elections of Condominium Board members shall be determined by plurality vote.

3.9.2 When voting for members of the Condominium Board the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Section 3.8.2 above for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, there is no limit on the length of time that Sponsor, as the Sponsor under the Offering Plan, may control the Condominium Board. During the period of time commencing on the date of the First Closing and ending on the date that is five (5) years from the First Closing (the "Initial Control Period") Sponsor has the right to appoint a majority of the members of the Condominium Board (and therefore control such Condominium Board). Sponsor may control the Condominium Board beyond the Initial Control Period if a majority of the votes cast at any election of Board members are for the nominees designated by Sponsor (the "Sponsor Control Period"). Accordingly, since nominees designated by Sponsor may be elected to serve on the Condominium Board, Sponsor could control the Condominium Board notwithstanding the fact that Sponsor no longer owns a majority of the Units. Sponsor reserves the right to relinquish and regain voting control of the Condominium Board during the Initial Control Period. During the period that Sponsor controls the Condominium Board, Sponsor will have control of Maintenance, facilities and services and amenities to be provided to Unit Owners and will determine the Common Charges, to be paid by all Unit Owners. Any vacancy created by removal of a Condominium Board member designated by Sponsor, or by any other cause which results in a Condominium Board member designated by Sponsor ceasing to be a member of the Condominium Board, shall be filled by a Person designated by Sponsor. In addition, for so long as Sponsor owns at least one of the Unsold Units, Sponsor shall have the right to designate at least one member of the Condominium Board. For so long as Sponsor owns at least two of the Unsold Units the number of members of the Condominium Board may not be increased without the consent of Sponsor. Within ten (10) days after the Initial Control Period, one of the Sponsor designated members of the Condominium Board shall resign and in such event a Unit Owner meeting will be held to elect a new Condominium Board member unrelated to the Sponsor within thirty (30) days after the expiration of the Initial Control Period.

3.9.4 Nothing contained herein shall be deemed to limit the right of Sponsor to cast its votes for individuals nominated to the Condominium Board who are not nominated or designated by Sponsor, which individuals, if elected, shall not be deemed Sponsor nominees or designees and shall not be deemed to cause Sponsor to control the Condominium.

3.9.5 Sponsor may exercise veto power over some actions of the Condominium Board provided however, that Sponsor may not exercise veto power over expenses described in Schedule B in the Plan. Until Sponsor has conveyed title to all Units, but in no event later than the later to occur of (i) five (5) years after the First Closing or (ii) the date on which the Unsold

Units constitute less than twenty-five percent (25%) of the Common Interest, the Condominium Board may not take any of the following actions without prior written consent of Sponsor: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees described to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those described in the Plan except as is required to reflect normal annual increases in services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board to (x) comply with Laws, (y) rules or regulations of any governmental authority having jurisdiction over the Condominium to remedy any notice of violation or (z) to remedy any work order by an insurer or (aa) for any repair or replacement to the Building which is necessary for the preservation or safety of the Building or the safety of its occupants.

3.9.6 Notwithstanding anything to the contrary set forth above, if required under the terms of any Permitted Mortgage held by Sponsor or a Unit Owner, in the event of a default under such Permitted Mortgage, the Permitted Mortgagee will be entitled to designate, remove or replace the members of the Condominium Board whose Units are subject to the lien of said Permitted Mortgage.

3.10 **Majority of Unit Owners.**

Except as may otherwise be provided by Law, as used in these By-Laws, the term "Majority of Unit Owners" means those Unit Owners having more than thirty percent (30%) of the total votes cast (in person or by proxy) at any meeting at which a quorum is present of all Unit Owners determined in accordance with the provisions of 3.8 hereof.

3.11 **Quorum.**

Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning more than 30% of the Common Interests attributable to all Units shall constitute a quorum at all meetings of Unit Owners.

3.12 **Majority Vote.**

Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning more than thirty percent (30%) of the Common Interests attributable to all Units shall constitute a quorum at all meetings of Unit Owners.

ARTICLE 4

OFFICERS

4.1 **Designation.**

The principal officers of the Condominium shall be President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in its judgment may be desirable. None of the officers of the Condominium Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Condominium Board after the First Annual Meeting of Unit Owners.

4.2 **Election of Officers.**

The officers of the Condominium Board shall be elected annually by the members of the Condominium Board at the organizational meetings thereof, except that the initial officers of the Condominium Board shall be designated by the Declarant.

4.3 **Resignation and Removal of Officers.**

Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Condominium Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Condominium Board electing him, any officer may be removed, either with or without cause. A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose.

4.4 **Presidents.**

The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all joint meetings of Unit Owners and at all meetings of the Condominium Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners or from time to time as the President decides is appropriate to assist in the conduct of the affairs of the entire Condominium.

4.5 **Vice Presidents.**

The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some member of the Condominium Board to act in the place of the President and Vice President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Condominium Board or by the President.

4.6 **Secretaries.**

The Secretary of the Condominium shall keep the minutes of all meetings of Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 **Treasurers.**

The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board (or in the name of the managing agent appointed by the Condominium Board) in such depositories as may from time to time be designated by the Condominium Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 **Execution of Documents.**

Unless otherwise delegated by the Condominium Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof or by such other person or persons as may be designated by the Condominium Board. However, any significant expenditure by the Condominium Board must be countersigned by two members of the Condominium Board. If for any reason whatsoever one member refuses to countersign such an expenditure which has been authorized, the Condominium Board shall designate and authorize another Condominium Board member to countersign the expenditure.

4.9 **Compensation of Officers.**

Except as otherwise provided by the Condominium Board, for which such officer serves, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 **Notices.**

Except as otherwise expressly provided in the Declaration or these By-Laws, all notices required or desired to be given hereunder to the Condominium Board shall be personally delivered, sent by registered or certified mail or overnight courier to the office of the Condominium Board or to such other address as the Condominium Board may designate from time to time, by notice in writing to all Unit Owners and to all Permitted Mortgagees, as the case may be, and if there is a Managing Agent of the Condominium Board, a duplicate shall be sent in like manner to such Managing Agent. All notices to any Unit Owner shall, except as otherwise

provided herein, personally delivered, sent by registered or certified mail or overnight courier to the Property address of such Unit Owner or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Condominium Board. All notices to Permitted Mortgagees shall be personally delivered, sent by registered or certified mail or overnight courier to their respective addresses, as designated by them from time to time, in writing to the Condominium Board. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 **Waiver of Service of Notice.**

Whenever notice is required to be given by Law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1 **Determination of Common Expenses and Fixing of Common Charges**

6.1.1 Except as otherwise provided herein, Common Expenses shall be determined by the Condominium Board as set forth below, and shall be borne by the Unit Owners in proportion to their respective Common Interests. Common Expenses shall be defined to include the following: (i) all costs and expenses attributable to the maintenance and operation of, and any Alteration to, the Common Elements, (ii) all such other items provided for in the Declaration or these By-Laws to be Common Expenses and (iii) such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Common Elements. Common Charges (defined below) shall also be deemed to include any Special Assessment imposed by the Condominium Board on Unit Owners. The Condominium Board shall from time to time and at least annually prepare a budget to meet Common Expenses and shall allocate and assess to the Unit Owners charges to meet Common Expenses ("Common Charges") pro rata in accordance with the aggregate respective Common Interests of the Unit Owners, as set forth in the Declaration, except as otherwise provided in the Declaration or these By-Laws or to the extent a different method of allocation is described in Schedule B, "Projected Budget for First Year of Condominium Operation", set forth in the Plan. Such budgets shall include such amounts for reserves as the Condominium Board deems appropriate. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of Common Expenses in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of the Law.

6.1.2 From time to time the Condominium Board may increase or decrease the amount of Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Common Expenses for such fiscal year or any portion thereof or may impose a Special Assessment to cover Common Expenses. During the Condominium's

initial two fiscal years but not thereafter, the Condominium Board's authority shall include the right to base the amount of Common Charges on actual costs and expenditures and/or to make retroactive adjustments to the amount of Common Charges payable by Unit Owners for any period to reflect actual operating costs for such period, provided that: (i) the Condominium Board may not defer the payment of insurance premiums, real estate taxes (to the extent same is not already separately assessed) and other matters referred to in the Budget and (ii) actual costs and expenditures shall not include contributions to the Contingency Fund. Nothing contained above shall limit the Declarant's rights and obligations during the Waiver Period (defined below). The Condominium Board shall advise all Unit Owners promptly in writing of the amount of Common Charges payable by each of them and shall furnish copies of each annual budget to all Unit Owners at least two (2) business days prior to the date of its adoption and make copies of the budget available to Permitted Mortgagees. Declarant, as sponsor under the Plan, reserves the right, in its sole and absolute discretion, to waive the collection of Common Charges from Purchasers under the Plan for a period of time after the First Closing (the "Waiver Period"), provided, however, that such election is disclosed in a duly filed amendment to the Plan and that Declarant shall be solely responsible for payment of Waiver Period Expenses during the Waiver Period. The Waiver Period shall terminate and the collection of Common Charges shall commence upon the earlier to occur of: (i) the date of termination of the Waiver Period as disclosed in a duly filed amendment to the Plan, (ii) the date upon which Declarant has conveyed title to seventy-five (75%) percent of the Residential Units or (iii) the date upon which the third year of condominium operation commences. Schedule B will not be in effect until the expiration of the Waiver Period. However, during the Waiver Period, Declarant will continue to update Schedule B to the extent required pursuant to Part 20 of Title 13 NYCRR. All Waiver Period Expenses paid by Declarant during the Waiver Period are based on the actual costs of operating the Building (including, without limitation, insurance premiums) and not on estimates set forth in Schedule B. Waiver Period Expenses will not include (i) real estate taxes attributable to a Unit Owner's Unit, during any period during which the Unit may not be separately assessed or (ii) the funding of the Contingency Fund. Unit Owners will remain responsible for the payment of real estate taxes during the Waiver Period, which expenses shall be separately allocated to each Unit Owner based upon the Common Interest of such Unit. In accordance with the terms of these By-Laws, Declarant must maintain a listing of all receipts and expenditures during the Waiver Period. Unit Owners will not be charged a Special Assessment after the expiration of the Waiver Period for expenses which would have otherwise been anticipated to have been funded through Common Charges, had there been no Waiver Period.

6.1.3 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Unit Owners. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.4 Common Expenses shall include real estate taxes on the Property until the Units are separately assessed.

6.1.5 "Special Assessments" shall mean those assessments levied against Unit Owners for the purpose of paying non-recurring, extraordinary expenses affecting the General Common Elements, including without limitation, capital expenses relating to the General Common Elements. All Special Assessments relative to the General Common Elements shall be levied by the Condominium Board against the Unit Owners in the proportion of each Unit Owner's respective Common Interests. Such Special Assessments shall be payable by the Unit Owners in addition to their respective obligations to pay Common Charges as herein above provided by this Section. Special Assessments may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however that the Condominium Board shall give each Unit Owner not less than thirty (30) days' written notice, except in the case of an Emergency, prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges.

6.1.6 Unit Owner Expenses are expenses which shall be the sole obligation of the Unit Owner on whose behalf the expenses are incurred. For illustration purposes only the cost of sub-metered utilities that are not part of Common Charges, the cost for cable television and the User Fee charged for access to the Close pursuant to the Seminary Declaration are examples of Unit Owner Expenses. The cost of any services provided to a Unit Owner other than services that are charges as part of Common Charges shall be a Unit Owner Expense. Unit Owner Expenses shall be invoiced by the Condominium Managing Agent from time to time as such expenses are incurred and shall be promptly paid by the applicable Unit Owner (and in any event shall be paid within thirty (30) days after receipt of an invoice therefore) and the Condominium Board shall have a lien on the applicable Unit Owner's Unit (whether payable to the Condominium Board or the other Unit Owner) as though such amounts were payable to the Condominium Board as Common Charges, but in the case of any payments due to the other Unit Owner, such lien shall be held and enforced by the Condominium Board for the benefit of such Unit Owner. Costs incurred by the Condominium for any Emergency work performed by the Condominium Board may be included in the Common Charges or invoiced as Unit Owner Expenses (as the case may be in accordance with the terms of the Declaration and these By-Laws) from time to time as such costs are incurred (and in any event shall be paid within thirty (30) days after receipt of an invoice therefore).

6.1.7 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing, or providing management, Maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.2 **Insurance**

6.2.1 The Condominium Board shall be required to obtain and maintain to the extent obtainable, and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) property insurance with all risk extended coverage (including vandalism

and malicious mischief endorsements and Ordinance and Law including Demolition increased cost of construction endorsements), insuring the entire Building (excluding each Unit and the fixtures, furniture, furnishings or other personal property constituting a part of such Unit, which shall be the responsibility of each individual Unit Owner to insure), together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings and at the election of the Condominium Board in its sole and absolute discretion, terrorism and earthquake insurance), said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (b) Business Income insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering the Condominium Board and all officers, directors, managing agents and employees of the Condominium; (i) directors and officers liability insurance; and (j) such other insurance as the Condominium Board may determine. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense.

6.2.2 During the period of time that the Declarant controls the Condominium Board, the insurance for the Condominium will not be less than that required by this Section 6.2.

6.2.3 All such policies shall provide that adjustment of loss shall be made exclusively by the Condominium Board if the loss involves the Common Elements. Insurance proceeds with respect to any loss shall be payable to the Condominium Board entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000, shall be payable to a New York City bank or trust company designated by the Condominium Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 12.5 hereof.

6.2.4 All policies of physical damage insurance shall contain, to the extent obtainable at commercially reasonable rates, waivers of subrogation and waivers of any defense based on (i) co insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten days prior written notice to all of the insureds, including all Unit Owners. The Condominium Board and all Unit Owners hereby waive their subrogation rights.

6.2.5 The Condominium Board shall also be required to obtain and maintain, commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (i) the Condominium Board, the Managing Agent or agents thereof, each Condominium Board member, and each officer and employee of the Condominium, and (ii) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Limited

Common Elements, if any, appurtenant to such Unit Owner's Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.5 shall also cover cross liability claims of one insured against another

6.2.6 Any insurance maintained by the Condominium Board may provide for such deductible amounts as such Condominium Board determines.

6.2.7 The Condominium Board is not required to obtain or maintain any insurance with respect to a Unit or, except as set forth in Section 6.2.1 hereof, any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property, plus at least $2,000,00 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the apartment or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. The policies shall provide that they cannot be canceled without at least thirty (30) days prior notice to the Condominium Board. Upon ten (10) days' written notice from the Condominium Board or the managing agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. The Condominium Board shall be named as an additional insured on a Unit Owner's insurance policy. To the extent any party is insured for loss or damage to property, such party will look to their own insurance policies for recovery. Policies maintained by Unit Owners pursuant to this Subsection must provide that they cannot be canceled without at least thirty (30) days prior notice to the Condominium Board.

6.3 Repair or Reconstruction after Fire or Other Casualty

6.3.1 In the event that either (i) the Building or any part thereof (other than the Units) is damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements and/or Limited Common Elements, or any part thereof is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 6.2 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 either to the Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $1,000,000 in the aggregate. In either instance, all such monies actually received ("Trust Funds") shall be held in trust for the benefit of all Unit Owners, with respect to the portion thereof allocated to a Casualty Loss to or Taking of the Common Elements and the Units, and for the benefit of all Unit Owners with respect to the portion thereof allocated to a Casualty Loss to or Taking of the Common Elements and the Units, and their Permitted Mortgagees and shall be

disbursed pursuant to the terms of this Section 6.3. Notwithstanding anything to the contrary contained either in this Subsection 6.3.1 or elsewhere in this Section 6.3, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements, if any, 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 may have to pursue a separate claim against the condemning authority by reason thereof.

6.3.2 Except as otherwise provided in Subsection 6.3.1 above, the Condominium Board shall arrange for the prompt repair or restoration ("Work") of: (i) in the event of a Casualty Loss, the portion(s) of the Building affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the General Common Elements affected by such Taking. Damage or destruction to a Unit shall be promptly repaired and reconstructed by the Owner of the affected Unit(s). If, pursuant to the immediately preceding sentences, Work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the Work shall be performed to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the other Common Elements. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment.

6.3.3 In the event that Work shall be performed pursuant to the terms Subsection 6.3.1 and 6.3.2 hereof, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If said damage or destruction by fire or other casualty affects the Building, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to the Building, bears to the total cost of repairing all damage or destruction. If said damage or destruction, however, affects only the Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a Common Expense or profit, respectively, as provided in 6.1.1 hereof or shared by all Unit Owners in proportion to their Common Interests. Any surplus payable to any Unit Owner pursuant to this Section 6.3 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.4 If seventy-five percent (75%) or more of the Building is destroyed or substantially damaged by fire or other casualty, the Work shall not be performed unless seventy-five percent (75%) or more of all Unit Owners (including Declarant, if Declarant shall then own any Units), 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 Subsections 6.3.1 and 6.3.2 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 of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interest, to the extent allocated to destroyed or damaged portions of the General Common Elements and to all Residential Unit

Owners in proportion to the percentage that their respective Common Interest bears to the Common Interests, to the extent allocated to destroyed or damaged portions of the Residential Units, and to the Community Facility Unit Owners, to the extent allocated to destroyed or damaged portions of the Community Facility Units, 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 pay off unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

6.3.5 If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of Section 6.3.4 above, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements, if any, prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest, appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the Taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest and, in the event of a Taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

6.3.6 As used in this Section 6.3, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than either: (a) sixty days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) ninety days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of Subsection 6.3.1 hereof, sixty days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than sixty days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

6.3.7 Any dispute that may arise under this Section 6.3 between any Unit Owners or any Condominium Board shall be resolved by Arbitration.

6.4 Payment of Common Charges

6.4.1 The Unit Owners shall be obligated to pay to the Condominium Board the Common Charges assessed to them by the Condominium Board pursuant to the provisions of Section 6.1 of these By-Laws at such time or times as the Condominium Board determines. No Unit Owner may be exempted from liability for such Unit Owner's Common Charges by waiving use of any Common Elements appurtenant thereto or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property or the degree to which the Proposed Renovations shall have been completed shall not be grounds for a Unit Owner withholding or failure to pay all or any portion of the Common Charges or any other assessments. Unless otherwise determined by the Condominium Board to which they are payable, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Condominium Board or its designees, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Common Charges thereafter accruing. Except as otherwise set forth herein, a purchaser of a Unit shall be liable for and shall assume the responsibility of the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by Law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. In no event shall a Permitted Mortgagee be responsible for the payment of more than six (6) months of Common Charges accrued and unpaid against such Unit prior to the date that a Permitted Mortgagee acquired title through a foreclosure or deed in lieu thereof (except that the Permitted Mortgagee shall be responsible for any fees or costs due to the Condominium Board in connection with the collection of the unpaid Common Charges). Except to the extent prohibited by Law, the Condominium Board, on behalf of all Unit Owners, shall have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit.

6.4.3 All liens provided for in Subsection 6.4.2 above, to the extent permitted by applicable Law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 Notwithstanding Subsection 6.4.2 above, neither the seller nor the purchaser of a Unit shall be liable for, nor shall the Unit be conveyed subject to a lien for, any

unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Condominium Board.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, the Condominium Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and the Condominium Board shall have a lien (as provided in Subsection 6.4.2 above and Section 6.6 of these By-Laws hereof) for any such accrued and unpaid amounts.

6.5 **Collection of Common Charges.**

The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board which remain unpaid for more than thirty (30) days after the due date for payment thereof.

6.6 **Default in Payment of Common Charges and other Obligations.**

6.6.1 In the event any Unit Owner (including without limitation, Declarant with respect to the Unsold Units) fails to make payment of Common Charges (including, without limitation, Special Assessments) when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or one (1%) percent of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by Law) on such unpaid amounts computed from the due date, thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Condominium Board or by the Managing Agent in any proceeding brought to collect such unpaid Common Charges (including, without limitation, Special Assessments) or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, the Condominium Board may establish its own alternate fees for late payments, whether such fees are more or less than the charges set forth herein. In addition the Condominium Board may suspend a Unit Owner's voting rights and privileges for failure to pay any Common Charges (including, without limitation, Special Assessments) due. Each Unit Owner must strictly comply with the provisions of the Declaration, these By-Laws, and the rules and regulations. Failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief will not be exclusive of other remedies provided by Law.

6.6.2 In accordance with and subject to the provisions of 339-kk of the Real Property Law, in the event that a Unit Owner leases its Unit and the payment of Common Charges, assessments or late fees by any non occupant Unit Owner is more than sixty (60) days late after the expiration of any grace period within which they are due, payments from a tenant of such Unit may become directly payable to the Condominium upon written notice by the Condominium to the tenant and the non-occupant Unit Owner. Where a majority of the Condominium Board has been elected by Unit Owners who are in occupancy of their respective

Units, the Condominium Board may elect not to require that the rental payments be paid to the Condominium. Once the Common Charges, assessments and late fees of the non-occupant Unit Owner have been brought current, the Condominium Board must notify the non-occupant unit owner and tenant within three (3) business days and thereafter the rent will be payable to the non-occupant Unit Owner or a designated agent.

6.7 Foreclosure of Liens for Unpaid Common Charges

6.7.1 In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Condominium Board, acting on behalf of all Unit Owners, shall have the power to purchase any such Unit or portion thereof at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit or portion thereof (but not to vote the votes appurtenant to such Unit or portion thereof). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit. Notwithstanding anything to the contrary set forth above, the Condominium Board, at the request of Declarant or owner of the Community Facility Unit will enter into a recognition agreement with any tenant with which Declarant or the owner of the Community Facility Unit has entered into a lease for the Community Facility Unit(s). Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Condominium Board will agree that so long as there is no event of default under said lease, as would entitle the Declarant, or owner of the Community Facility Unit or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Condominium Board's lien on a Community Facility Unit for Common Charges or any other sums of any sort, and the Condominium Board shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Community Facility Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Condominium Board, or, in case the Condominium Board takes possession of the Community Facility Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that the Condominium Board or any other party succeeds to the interests of the Declarant under the lease the tenant will agree to be bound to the Condominium Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Condominium Board or party as its landlord.

6.7.2 At the request of a Unit Owner, the Condominium Board will provide an estoppels certificate in form and substance acceptable to the Condominium Board.

6.8 **Statement of Common Charges**

. The Condominium Board shall promptly provide any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to it from Unit Owners.

6.9 **Maintenance and Repairs**

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all Maintenance, (a) in or to any Unit (excluding Common Elements included therein except, as otherwise provided in these By Laws) and the entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense, and (b) in or to the General Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1 above:

6.9.2.1 In the event that any Maintenance to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, or (b) the Condominium Board, the entire cost thereof shall be charged to the Unit Owners as a Common Expenses, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.2.2 All routine Maintenance, repairs and replacements of any Terrace, Terrace Installations or rear yard decks (including, without, limitation, removal of snow, ice and accumulation of water to the extent necessary to prevent harm to any Unit or Common Element) shall be made by the Unit Owner having the exclusive use to such Terrace and/or rear yard deck at such Unit Owner's own cost and expense, but any structural repairs and replacements to the Roof beneath such Terrace and/or rear yard deck shall be made by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense (unless caused by the negligence or misuse of the Unit Owner having exclusive use thereof). The Condominium Board will have the right to require a Unit Owner to obtain its consent prior to installing any Terrace Installations on any Terraces and/or rear yard deck and may require a Unit Owner to remove same if the Condominium Board determines, in its sole discretion, that such Terrace Installations adversely affect the integrity of the Roof or other Common Element or adversely affect views or the appearance of the Building or that such removal is needed to facilitate access to the roofing system or other Common Elements or Unit pursuant to the Declaration and By-Laws. No Terrace and/or rear yard deck may be enclosed without the express written consent of the Condominium Board. To the extent that a Unit Owner modifies any Terrace and/or rear yard deck or any portion thereof (which may be accomplished only in accordance with the requirements of the By-Laws), including without limitation, the installation of Terrace Installations, the Unit Owner and its successor-in-interest shall assume full responsibility for the future Maintenance, repair or replacement of such Terrace Installations and any equipment installed as part of the Terrace Installations to such Terrace and/or rear yard deck pursuant to the terms set forth in an Alteration Agreement that the Unit Owner will be required to enter into with the Condominium Board prior to commencing any Terrace Installations to any Terrace and/or rear yard deck. The Condominium Board may establish such

other Rules and Regulations as it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

6.9.2.3 The interior and exterior glass surfaces of all windows in the Building shall not be colored or painted and no neon or colored lights may emanate therefrom and the windows may not be modified, altered or replaced without the consent of the Condominium Board. All window treatments within a Unit, when viewed from the outside of the window must be white. Each Unit Owner (or the occupant of such Units) shall be responsible for cleaning the interior and exterior of the windows located in or appurtenant to its Unit, at its sole cost and expense, and shall cause such windows to be cleaned in a manner consistent with acceptable practices for residential and/or professional use, as the case may be; provided however that the cleaning of the exterior side of the windows in any Unit may only be performed by contractors approved by the Condominium Board and the cost to clean such windows shall be borne by the individual Unit Owners. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future law requirement or like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York, the Window Variance (or any other governmental authority having jurisdiction over the Land or the Building (collectively, "Legal Requirements"). Each Unit Owner shall indemnify the Condominium Board and the other Unit Owners and their respect agents and employees, for all losses, damages, or fines suffered by any of them as a result of a violation of applicable Legal Requirements; except as may be caused by the gross negligence or willful misconduct of the other Unit Owner, or its employees, contractors or assigns or the Condominium Board, as applicable. Notwithstanding anything to the contrary above, the Condominium Board, in its sole discretion, may elect in the future to wash and clean the exterior surface of all windows in the Building and the cost thereof will be a Common Expense and shall be specially assessed against the Unit Owners.

6.9.2.4 The exterior of all front doors of the Residential Units shall not be painted or decorated other than with the consent of the Condominium Board.

6.9.2.5 No awnings, air conditioning equipment, ventilators or other Facilities or equipment will be installed or modified in the Building without prior written approval of the Condominium Board.

6.9.2.6 Maintenance work performed with respect to any incremental HVAC units (if such HVAC units are installed) in each Residential Unit shall only be performed by the Condominium Board but the cost thereof shall be assessed against the individual Residential Unit Owner in question.

6.9.2.7 Routine maintenance and repairs of Common Elements and any vault space in the Cellar shall be the obligation of the Condominium Board. The costs of any structural repairs, including repairs to the foundations (or retaining walls adjacent to the vaults and the closing of the vaults) shall be performed by the Condominium Board and the cost therefor shall be a Common Expense.

6.9.3 Each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any Terrace, rear yard deck, Terrace Installations, Roof, Common Roof Deck or other part of the Property exposed to the elements, free of snow, ice and accumulation of water which will cause damage to the Building) by the Unit Owner or 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 in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by (a) the Community Facility Unit Owner(s) with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in their respective Community Facility Units, and (b) each Residential Unit Owner with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Residential Unit Owner's Unit (which must be white if visible from outside the Unit). Notwithstanding anything to the contrary set forth above, the Condominium Board shall not, without the consent of the Community Facility Unit Owner, decrease the level of services (including, but not limited to heat and cooling) supplied to the Community Facility Unit(s) as of the date of the filing of the Declaration.

6.9.4 Each Unit Owner will be obligated to maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units. In the event a Unit Owner that fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

6.10 Violations of Obligations

6.10.1 In the event that any Unit Owner, within a reasonable time after receipt of written notice from the Condominium Board, fails to perform any of its obligations with respect to the Maintenance of its Unit as provided in this Article 6 or of any Limited Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Condominium Board may, but shall not be obligated to, perform or cause to be performed such Maintenance unless such Unit Owner, within thirty (30) days after receiving notice of such default from the Condominium Board (or sooner in the case of Emergency), cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such Maintenance by the Condominium Board, together with interest thereon at the rate of 2% per month from the date on which the Condominium Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

6.10.2 Each Unit Owner must strictly comply with the provisions of the Declaration, these By-Laws, and the Rules and Regulations. Failure to comply is grounds for an

action for damages or injunctive relief, or both, but such forms of relief will not be exclusive of other remedies provided by Law.

6.11 Alterations, Additions, Improvements and Repairs of Units

6.11.1 Except as otherwise provided in the Declaration, no Residential Unit Owner shall make any Alteration, whether such Alteration is a structural Alteration or a non-structural Alteration, in or to any Residential Unit without the prior written approval of the Condominium Board. With respect to any Alteration the Condominium Board may exercise the right to reasonably approve the contractors and suppliers, performing such Alteration or repair in any Residential Unit and may, at its option, require the Residential Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such Alteration may be made, including, without limitation, the days and hours during which any work may be done. In addition, the Condominium Board will have the right, as a condition to approving a Residential Unit Owner's request to renovate kitchens and bathrooms, to require such Residential Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Residential Unit or to contribute to the Condominium, the sum necessary to enable the Condominium to perform such replacements. The foregoing provisions shall not apply to Declarant or its designee or a Permitted Mortgagee (or its designee) of Declarant or its assignee or the Community Facility Unit Owner, which shall not be required to obtain the approval of the Condominium Board for any Alteration, whether structural or non-structural in or to their respective Units, enter into any Alteration Agreement with respect thereto or perform any additional work as a condition thereof and the Declarant may perform any work in the Building required to complete the Building in accordance with the provisions of the Plan or to otherwise satisfy its obligations under the Plan.

6.11.2 All Alterations by Unit Owners shall be made in compliance with all Laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof and such Unit Owner shall provide insurance to the Condominium Board for such work. A Unit Owner making or causing to be made any Alteration shall agree, and shall be deemed to have agreed, to hold the Condominium Board and all other Unit Owners harmless from any costs or liability arising therefrom.

6.11.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural Alteration in or to any Residential Unit so approved by the Condominium Board (if such approval is required) shall, if required by Law or such department or authority, be executed by the Condominium Board, provided that the Condominium Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such Alteration or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant (and the Community Facility Unit Owner with respect to any Alteration to the Community Facility Unit only) is hereby authorized on behalf of the Condominium Board to execute the Required Documentation required to undertake, perform and complete such work to the Building (including the Unsold Units and Common Elements) as Declarant and the Community Facility Unit Owner is obligated or entitled to perform in accordance with the terms of the Plan or the Declaration and these By-Laws (including, without

limitation, any certificates as may be required to amend the existing certificate of occupancy to reflect a reconfiguration of their respective Units and/or a change in use) and to obtain such certificates of completion as may then be required by Law and the Condominium Board, if requested by Declarant or the Community Facility Unit Owner, shall execute the Required Documentation.

6.11.4 The Condominium Board may impose fees upon a Unit Owner to reimburse the Condominium Board for its costs incurred in (i) reviewing plans, specifications and other documents for the proposed work to the Unit, as more particularly set forth in Section 6.11.1 above, (ii) supervising the work to the Unit, including without limitation, any necessary and reasonable inspections of the work to the Unit to determine whether such work is being or has been performed in accordance with the approved plans and specifications therefor and all requirements of (x) Law; (y) insurance carriers providing insurance coverage pursuant to Section 6.2 hereof, (z) the Declaration and these By-Laws (including, with respect to any work to a Unit which may affect the Building structure, systems or exterior facade, the fees and expenses of any architect or engineer employed for such purpose), and (iii) providing, in its sole discretion, appropriate security. Neither the Declarant or the owner of Unsold Units or the Community Facility Unit Owner shall be subject to Section 6.11.1 above; provided however that each such Unit Owner shall reimburse the Condominium Board for all fees and expenses incurred by it in connection with the costs and expenses of engaging any architect, engineer or other professional, which the Condominium Board may retain to review the plans, specifications and other documents submitted thereto in connection with its required consent.

6.11.5 No Alteration shall made by any Residential Unit Owner shall materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent certificate of occupancy for other Units or the Building. Prior to the issuance of the permanent certificate of occupancy for the Building, any Residential Unit Owner desiring to perform such Alterations, in addition to satisfying any other requirements of these By-Laws with respect to such Alterations, must also notify Declarant, in writing, of the scope of the proposed Alterations and satisfy other reasonable requirements of Declarant. In furtherance thereof, a Residential Unit Owner performing Alterations, shall indemnify Declarant and the Condominium Board for any cost, expense, claim or liability incurred or suffered by Declarant or the Condominium Board as a result of any violation of Law or delay in obtaining a temporary or permanent certificate of occupancy. In the event the Alterations performed by a Residential Unit Owner do adversely affect the issuance or validity of the certificate of occupancy then upon the written request of Declarant or the Condominium Board, the Residential Unit Owner shall restore the Residential Unit, at such Residential Unit Owner's sole cost and expense, to its original condition. If such Residential Unit Owner fails to commence diligently and continuously restoring the Residential Unit within fifteen (15) days of receipt of the written request, then the Declarant or the Condominium Board, as the case may be, requesting such restoration shall be entitled to enter and restore the Residential Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

6.11.6 Until such time as the Proposed Renovations is complete, including the completion of "punch list" work, neither the Condominium Board nor any Unit Owner shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor

forces which are completing the Proposed Renovations on behalf of Declarant. In addition, Declarant shall have an easement through all parts of the Building for the prosecution of the work necessary to complete the Proposed Renovations, including the completion of "punch list" work by or on behalf of Declarant, which work shall take precedence over the prosecution of any other work at the Building.

6.11.7 The Community Facility Unit Owner, without the consent of the Condominium Board, Declarant or any Unit Owner, and at its sole cost and expense, may make and perform any Alterations in or to its respective Unit and, in certain circumstances where the Community Facility Unit Owner must comply with Law, the Common Elements (for example, installing a vertical platform-type wheelchair lift and ramp in order to satisfy ADA compliance requirements); provided, that (i) the work is performed in compliance with all applicable Laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof; (ii) the Community Facility Unit Owner provides evidence of insurance to the Condominium Board for such work as then required by the Condominium Board; and (iii) the Community Facility Unit Owner shall agree, and shall be deemed to have agreed, to hold Declarant, the Condominium Board and all other Unit Owners harmless from any costs or liability arising therefrom. In the event the Alterations desired to be performed by the Community Facility Unit Owner or which may be required by Law, to its Unit or the Common Elements are structural in nature (including, without limitation, affecting its entrance or the exterior façade adjacent to the Community Facility Unit) or impact upon Building Systems, the Community Facility Unit Owner shall, prior to commencing any such structural Alteration, provide the Condominium Board and Declarant (i) at least thirty (30) days prior written notice that the Community Facility Unit Owner intends to commence such structural Alteration and setting forth in reasonable detail the material aspects of such proposed Alteration; and (ii) delivery of the following Work Conditions (defined below): (a) certificates of insurance indicating that the insurance coverage then required by the Condominium Board to be carried during the performance of any structural Alterations, and otherwise in compliance with the By-Laws, (b) copies of its plans and specifications for the proposed Alteration, (c) a certification of the architect or engineer for the structural Alteration stating that such structural Alteration will not adversely affect the structural integrity of the Building, or the other Units or Common Elements, and/or the Building Systems, (d) in the case of structural Alterations involving noise, odor or vibrations, a certification of the architect or engineer for the structural Alteration stating that such structural Alteration will be performed in a commercially reasonable manner so as to minimize such noise, odor or vibrations (taking into account the fact that a majority of the Building will be occupied by residential owners); (e) copies of all necessary permits, authorizations, approvals and certificates required for the commencement of the structural Alteration; and (f) such other requirements as may be reasonably required by the Condominium Board (collectively, (a)-(f) the "Work Conditions").

6.12 **Alterations, Additions, Improvements or Repairs to Common Elements.**

Except as otherwise provided in the Declaration or these By-Laws, all Alterations in or to (i) any Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense, or (ii) in and to a Unit by the Unit Owner thereof at the Unit Owner's sole cost and expense. Whenever in the judgment of the

Condominium Board, the cost of any Alteration would exceed $250,000 in the aggregate in any calendar year (except if such Alteration is provided for in a duly approved budget), then such proposed Alteration shall not be made unless first approved by a Majority of Unit Owners, who shall be required to bear the cost and expense thereof as aforesaid and by the Mortgage Representatives (as hereinafter defined), as the case may be, if any, with respect to Alteration made by the Condominium Board, respectively. Except as otherwise provided in the Declaration or these By-Laws, all such Alterations costing in the aggregate $100,000 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Mortgage Representatives.

6.13 **Alterations of Certain Common Elements.**

6.13.1 In the event that pursuant to any of the provisions of these By-Laws, any consent by the Condominium Board, Mortgage Representative or Unit Owner is required as a condition precedent to any Alteration to any Common Element, proposed to be made by Declarant or its designee, Unit Owners or the Condominium Board (sometimes collectively referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by the Condominium Board, Mortgage Representative or Unit Owner (referred to in this Section 6.13 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within thirty (30) days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such 30-day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Alteration to be paid by it, and (ii) that all costs and expenses for Maintaining such Alteration after its completion will not be charged to Unit Owners represented by the Opposing Party as Common Expenses (b) the proposed Alteration would not materially interfere with the use and enjoyment of the owners, tenants and occupants of those Units represented by the Opposing Party; and (c) the proposed Alteration would not materially weaken the structure of the Building.

6.13.2 Nothing contained in Subsection 6.13.1 above shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as such Proponent believes will meet the objections of the Opposing Party or of any arbitrator, or (b) any party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's approval.

6.14 **Restrictions on Use of Units.**

6.14.1 In addition to the provisions of Article 9 of the Declaration, in order to provide for congenial occupancy of the Property and for the protection of the values of the Units, each Residential Unit shall be used for residential purposes only, except as otherwise herein expressly provided. A Residential Unit may be owned by an individual, corporation, partnership, limited liability company, fiduciary, limited liability company or any other entity (including, but not limited to, the United States government and any instrumentality thereof and foreign governments and any embassy, consulate or other instrumentality thereof). A Residential Unit may only be occupied by (i) the individual Unit Owner (or members of such Unit Owner's family, guests or domestic employees), (ii) an officer, director, stockholder or employee of such corporation (or members of such Unit Owner's family, guests or domestic employees), (iii) a partner or employee of such partnership (or members of such Unit Owner's family, guests or domestic employees), (iv) the fiduciary or beneficiary of such fiduciary (or members of such Unit Owner's family, guests or domestic employees), or (v) a principal or employee of such other entity (or members of such Unit Owner's family, guests or domestic employees) as the case may be. Unless otherwise consented to by the Condominium Board, occupants of a leased Unit must be (a) an individual lessee (or members of such Unit Owner's family, guests or domestic employees), (b) an officer, director, stockholder or employee of a corporate lessee (or members of such Unit Owner's family, guests or domestic employees), (c) a partner or employee of a partnership lessee (or members of such Unit Owner's family, guests or domestic employees), (d) a fiduciary or beneficiary of a fiduciary lessee (or members of such Unit Owner's family, guests or domestic employees), or (e) a principal or employee of such other entity which is a lessee (or members of such Unit Owner's family, guests or domestic employees). "Members of such Unit Owner's family" or words of similar import whenever used herein shall be deemed to mean spouse, parents, parents-in-law, grandparents, brothers, sisters, children, stepchildren and grandchildren and nothing contained herein shall be deemed to prohibit the exclusive occupancy of any Unit by such family members or guests. Notwithstanding the foregoing, the Condominium Board may consent to occupancy of a Residential Unit by persons other than those set forth above.

6.14.2 The Condominium Board, may, in its discretion, grant permission for the use of a Residential Unit as a professional office or for any other purpose, provided such use (1) is permitted by Law, (2) does not violate the then existing certificate of occupancy for such Unit, (3) does not adversely affect the use and enjoyment of neighboring or adjacent Units for residential purposes, and (4) complies with all applicable governmental regulations. Such permission by the Condominium Board shall be in writing and shall be personal to the Residential Unit Owner. Any successor in title to such Residential Unit shall be required to obtain the prior written approval of the Condominium Board before using such Residential Unit as a professional office or for any other purpose.

6.14.3 No portion of a Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this Subsection 6.14.1) may be accommodated therein.

6.14.4 Each Residential Unit Owner shall maintain all mechanically fastened window limit stops in all windows installed in the Residential Unit and shall not remove same

until permitted by Law and in any event, without full knowledge of the Resident Manager. Each Residential Unit Owner shall notify the Managing Agent in writing if and when a child or children under the age of eleven (11) years live(s) or reside(s) (even temporarily) in the Unit and shall comply, at such Unit Owner's sole cost and expense with any and all requirements for window safeguards then in effect. The Residential Unit Owner shall maintain all child safety window devices installed in the Residential Unit and shall not remove same until permitted by applicable Law and in any event, without full knowledge of the Managing Agent.

6.14.5 Notwithstanding the provisions of Subsection 6.14.1 above, Declarant may without the permission of the Condominium Board, or amendment to the Offering Plan: (1) use or grant permission for the use of any Unsold Unit (as defined in Exhibit C) owned by it on any floor of the Building for any purpose, including, without limitation, as model units and/or sales, rental and/or promotion offices in connection with the sale or rental of the Units for the Building and any other building in which Declarant or principals of Declarant have an interest, for storage or administrative purposes, as a professional office, use as a long or short term rental, transient hotel, timeshare or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy for such Unit (subject to Declarant's right to amend the certificate of occupancy to conform to such use as provided in this Declaration and the By-Laws), and the use of such Unit complies with all applicable governmental regulations with respect to such use.

6.14.6 No Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an Occupant in strict compliance with applicable Law. "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, lead, asbestos and asbestos-containing materials, building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability under, any Law. Unit Owners shall have the responsibilities of an "owner" of their respective Units under Local Law 38 of 1999 or any other Law governing the use or removal of lead-based paint or other Hazardous Substances within each Unit and by execution of a deed for a Unit shall agree to indemnify and hold harmless the Condominium Board and other Unit Owners arising from the failure of a Unit Owner to comply with such Unit Owner's obligation arising from the foregoing.

6.15 **Use of Common Elements.**

6.15.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.15.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the General

Common Elements other than in (a) Limited Common Elements for the exclusive use of a particular Unit Owner or (b) in the areas designated as storage areas with the prior consent of the Condominium Board as to the Common Elements. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.15.3 Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Condominium Board for transporting packages, merchandise or other objects.

6.15.4 Scaffolding necessary for the performance of work to the Common Elements or any Unit may be erected on the sidewalks adjacent to the Building, however, such scaffolding shall be installed (a) upon at least ten (10) Business Days prior written notice to the Condominium Board (except in the case of an Emergency), (b) after provision of evidence to the Condominium Board that such scaffolding will be erected and Maintained in conformance with all applicable Laws and any insurance requirements imposed by the Condominium, (c) in such a manner so as to minimize interference with access to each Unit and in no event shall prevent access to any Unit, (d) consistent with the general manner in which scaffolding is installed in similar buildings in Manhattan, and (e) maintained and removed as expeditiously as possible in a commercially reasonable way. The Condominium Board shall use commercially reasonable efforts to install, at a minimum, a two story scaffolding. The Condominium Board shall give due regard to the use of the Community Facility Unit(s) or any Unsold Units at the time in question and shall use best efforts to (i) minimize any disruption to the use of such Community Facility Unit(s) or Unsold Units and (ii) not restrict ingress or egress through the exterior doorways to the Community Facility Unit(s) or Unsold Units, if any. In furtherance thereof, the Condominium Board agrees to consult with the Declarant or the Community Facility Unit Owner(s), as the case may be, prior to the installation of such sidewalk bridge or other scaffolding and to permit the Declarant or Community Facility Unit Owner(s), as the case may be, to install, at their cost and expense, Signs upon the sidewalk bridge and scaffolding.

6.15.5 Except pursuant to rules adopted by the Condominium Board, in no event shall the Condominium Board or Unit Owners impair, restrict or impede the use of the General Common Elements described in the Declaration, by the Unit Owners or anyone claiming by, through or under the Unit Owners including, but not limited to, the tenants and occupants of any portion of the Units or their respective licensees or invitees or the tenants of Residential Units subject to the Rent Laws.

6.15.6 The owner of any two or more Residential Units, which Residential Units are serviced or benefited by any Common Element adjacent or appurtenant to such Residential Units (for example, that portion at the end of any hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, to the extent permitted by Law and with the consent of the Condominium Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such Common Element as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made, provided such owner agrees, at its sole cost and expense, to (a) be responsible for the operation and Maintenance of such Common Element for so long as such owner exercises such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable

wear and tear excepted, after such owner ceases to exercise such exclusive right of use. The owner of any such Residential Units which are Unsold Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Condominium Board. Notwithstanding the above, if an owner transfers or conveys its Residential Units to a successor owner, the transferor need not comply with (b) above provided that the transferee agrees to abide by (a) and (b) above.

6.15.7 The Storage Bins may only be used in accordance with Law and only for the storage of the personal effects of the Residential Unit Owner having exclusive access to such Storage Bin and nothing can be stored in the Storage Bins which would constitute a threat to the health or safety of the Unit Owners or other occupants of the Building or otherwise create a nuisance in the Building. The Declarant will be responsible for initially assigning the Storage Bins among the Residential Unit Owners. Residential Unit Owners will be responsible for all normal Maintenance to the Storage Bins; however the costs and expenses of any structural or extraordinary repairs or replacements shall be a Common Expense charged to all Unit Owners. The Condominium Board has the authority to promulgate rules regarding use of and access to and fees associated with the Storage Bins.

6.16 **Other Provisions as to Use.**

No nuisance shall be allowed in the Building nor shall any use or practice be allowed in the Building which is a source of annoyance to the residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive or unlawful use shall be made of the Building or any portion thereof. All valid Laws of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such part of the Property.

6.17 **Right of Access.**

6.17.1 Each Unit Owner shall grant a right of access to such Unit Owner's Unit to the Declarant and its contractors, subcontractors, architects, engineers, agents and employees for the completion of any work to be performed in the Building including but not limited to any punch list work in such Unit Owner's Unit and to each of the Condominium Board, the managing agents, managers, resident manager and/or any other person authorized by any of the foregoing. The Unit Owners shall grant a right of access to their respective Units to each of the Condominium Board, the managing agents, managers, resident manager and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the General or Limited Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the General or Limited Common Elements, or for the purpose of performing Alterations or Maintenance to the mechanical or electrical services or other portions of the General or Limited Common Elements within such Unit Owner's Unit, or the HVAC Units in any Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing

utility meters relating to the General or Limited Common Elements, Unit or any other Unit in the Building or to correct any condition which violates the provisions of any Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than one day in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an Emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.17.2 A Unit Owner shall grant a right of access to such Unit Owner's Unit, and the Condominium Board shall grant rights of access to the General Common Elements and the respective Limited Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

6.18 **Rules and Regulations.**

Annexed hereto as Schedule A and made a part hereof are rules and regulations (the "Rules and Regulations") concerning the use of the Common Elements. The Condominium Board may from time to time, modify, amend or add to the Rules and Regulations, except that a Majority of Unit Owners may overrule the Condominium Board with respect to any such modification, amendment or addition. The Condominium Board shall also have the authority to promulgate special rules and regulations concerning the use of storage space, if any, for the personal property of the Unit Owners. Copies of any newly adopted Rules and Regulations, or any modifications, amendments or additions thereto, shall be furnished by the Condominium Board responsible therefor to each affected Unit Owner not less than 30 days prior to the effective date thereof.

6.19 **Real Estate Taxes, Water Charges and Sewer Rents.**

Water and sewer services shall be supplied to and for all of the Units and the Limited Common Elements through one or more building systems by the City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector, the Condominium Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. The remaining costs for the Building will be paid by the Unit Owners and included in Common Charges. Until the Units are separately assessed for real estate tax purposes, the Unit Owners shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that the Common Interest of all Units bears to the Common Interests of all Units) to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. In the event of a proposed sale of any Unit, the Condominium Board, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as the Condominium Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities.

6.20 **Gas.**

Gas for each Unit shall be supplied by the utility company servicing the Units from the street main and bulk (centrally) metered inside the Building. The cost of gas consumed in the Units (for fireplace use, cooking purposes and other) and in the Common Elements will be borne by the Unit Owners as a Common Expense. Gas used for the Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Condominium Board and will be borne by the Unit Owners as Common Expenses. However, if Declarant or the Condominium Board decides to upgrade and/or improve the method of gas supply, Declarant or the Condominium Board shall have the right to sub-meter the gas supply if it is practicable to do so.

6.21 **Electricity.**

Electricity for each Unit (including tenants occupying portions of the Units) shall be supplied by the utility company servicing the Units and each Unit is separately metered from the utility company for electricity usage (including the electricity required to power the air conditioning units and any electric clothes). Each Unit Owner shall be required to pay the bills for electricity consumed or used in such Unit Owner's Unit and the Limited Common Elements to which such Unit has exclusive access, directly to the utility company. Electricity for the Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Condominium Board and will be borne by the Unit Owners as a Common Expense.

6.22 **Water/Sewer.**

Water and sewer service is provided by the New York City DEP water and sprinkler service. Water will be supplied by the incoming service from the street main and metered inside the Building. The cost of water and sewer will be borne by the Unit Owners as a Common Expense.

6.23 **Utilities Serving the General Common Elements.**

Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting (a) any General Common Element shall be (i) considered part of the expense of maintaining such General Common Element, (ii) determined by the Condominium Board, and (iii) charged as a Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

6.24 **Abatement and Enjoinment of Violations by Unit Owners.**

6.24.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give (a) the Condominium Board with respect to matters affecting the General Common Elements, (b) the Condominium Board with respect to matters affecting the Residential Units and the Community Facility Unit, the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or General or Limited Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any

structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

6.24.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

ARTICLE 7

MORTGAGES

7.1 Notice to Condominium Board.

A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the Condominium Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. The mortgage secured by a Unit shall be substantially in the form of the New York Board of Title Underwriters or such other forms customarily used by lenders making loans secured by individual condominium units. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Condominium Board shall maintain such information in a book entitled "Mortgages of Units."

7.2 Notice of Default and Unpaid Common Charges.

Whenever so requested in writing by a Permitted Mortgagee of any Unit, the Condominium Board with respect to Permitted Mortgagees of Units shall promptly report to such Permitted Mortgagee any default in the payment of Common Charges or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws of which the Condominium Board may have received notice.

7.3 Performance by Permitted Mortgagees.

The Condominium Board shall accept, by any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner and in such event the Permitted Mortgagee shall be entitled to an additional ten (10) day period after expiration of applicable notice and cure periods, within which to cure any monetary default by a Unit Owner hereunder and an additional thirty (30) days after expiration of applicable notice and cure periods; provided however, that in the case of a non-monetary default that cannot, in the

exercise of diligence, be cured within such the thirty (30) day period, the Permitted Mortgagee shall have such time as is reasonably necessary to cure such non-monetary default (including any time reasonably necessary to obtain possession of the Property covered by such Permitted Mortgage if possession is necessary to enable such Permitted Mortgagee to cure or remedy such default or event of default) provided that such Permitted Mortgagee proceeds with all due diligence to cure or remedy such breach or default and/or obtain possession. In the event that more than one Permitted Mortgage is secured by a Unit, the senior Permitted Mortgagee shall be entitled to take all actions permitted under this Article 7 unless all the Permitted Mortgagees otherwise designate a different Permitted Mortgagee to so act, by notice to the Condominium Board.

7.4 **Examination of Books.**

7.4.1 Each Unit Owner and Permitted Mortgagee and Purchaser upon request shall be permitted to examine the current copies of the Declaration, By-Laws, Rules and Regulations and books of account of the Condominium (including the most recent annual audited financial statement, if such is prepared) at reasonable times, on business days, but not more than once a month. In addition, upon the written request from any agencies or corporations, which have an interest or prospective interest in the Condominium, the Condominium Board shall be required to prepare and furnish within a reasonable time an audited financial statement of Condominium for the immediately preceding fiscal year.

7.4.2 If Declarant desires to file an application or other document with any agency administering any type of rent control (including the present rent stabilization Law, or any amendments to such Laws or similar legislation), the Condominium Board shall cooperate in all respects, including the furnishing of information and access to and/or copies of all books, records and documents reasonably required in connection therewith, and the filing by, and in the name of, the Declarant, of documents required to be filed by it in connection therewith.

7.5 **Representatives of Mortgagees.**

In the manner more particularly set forth in Subsection 7.5.2 hereof, the holders of Institutional Residential Mortgages (as hereinafter defined) may, at their election, designate one or more (but not more than three) representatives ("Residential Mortgage Representatives") who shall be empowered to act on behalf of all holders of Institutional Residential Mortgages, with respect to any matter requiring their consent or approval under the Declaration or these By-Laws with regard to Residential Units only. If any Residential Mortgage Representatives are so designated and notice thereof is given to the Condominium Board, the act of any such Residential Mortgage Representative (or a majority of such Representatives if more than one is so designated) shall be deemed binding upon the holders of all Institutional Residential Mortgages. As used herein, the term and "Institutional Residential Mortgage" means an Institutional Mortgage (defined below) covering a Residential Unit or Residential Units. As used herein the term "Institutional Residential Mortgage" and "Permitted Mortgage" means any first mortgage covering a Unit or Units, the initial holder of which is (i) Declarant (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust, or (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

7.5.1 Any designation of a Residential Mortgage Representative made by the holders of Institutional Residential Mortgages, constituting a majority in principal amount of all Institutional Residential Mortgages shall be binding upon the holders of all Institutional Residential Mortgages. Any such designation of any Residential Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof, and (b) notice of such subsequent designation is given to the Condominium Board. Unless otherwise required by Law, all Permitted Mortgagees other than holders of an Institutional Residential Mortgage, shall have no right to participate in the selection of Residential Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Residential Mortgage Representatives pursuant to the Declaration or these By-Laws.

7.6 **Consent of Mortgagees.**

Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any Permitted Mortgagee shall be required with respect to any determination or act of the Board, officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner's mortgagor.

7.7 **Governmental Agency Requirements.**

The following shall apply to the extent that, and for so long as a Government Agency Mortgage encumbers a Unit:

7.7.1 Notice. Notwithstanding anything to the contrary set forth in the Declaration or these By-Laws, the Condominium Board shall provide timely notice to a Permitted Mortgagee, upon written request therefor (which written request shall provide the name and address of such Permitted Mortgagee and the Unit secured by such Permitted Mortgagee), of: (A) any proposed action that requires the consent of a specified percentage of Permitted Mortgagees hereunder, (B) any proposed amendment to the Declaration effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto (if any), (ii) the General Common Interest or the General Common Expenses (iii) the voting percentage attributable to a Unit, or (iv) the purpose to which any Unit or the Common Elements are restricted, (C) any proposed termination of the Condominium regime, (D) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects the Unit secured by such Permitted Mortgagee (E) Any delinquency in the payment of a Common Charges or Special Assessments owed by the Owner of a Unit that is subject to a Permitted Mortgage, where such delinquency has continued for a period of sixty (60) days, and (F) any lapse, cancellation or material modification of any insurance policy maintained by the Condominium Board.

7.7.2 Termination of the Condominium Regime.

7.7.2.1 Termination of the Condominium after a Significant Casualty or Significant Taking. Excepted as otherwise required by applicable Law, any election to terminate the Condominium after a Significant Casualty or a Significant Taking in condemnation

of the Condominium shall not be effective without the Permitted Mortgage Approval in addition to the requisite Unit Owner approvals, more particularly described in 6.3.4 of the By-Laws.

7.7.2.2 Termination of the Condominium that is not a result of a Significant Casualty or Significant Taking. Except as otherwise required by applicable Law, any election to terminate the Condominium that is not a result of a Significant Casualty or a Significant Taking in condemnation of the Condominium shall not be effective without the approval of Permitted Mortgagees holding Permitted Mortgages secured by Units as to which are appurtenant to at least 67% in number and aggregate Common Interest of all Units secured by such Permitted Mortgages in addition to the requisite Unit Owner approvals, more particularly described in Article 20 of the Declaration.

7.7.3 Restoration or Repair. Except as otherwise required by applicable Law, any Work performed to the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with the terms of the Declaration, these By-Laws and the original plans and specifications for the Condominium. However, if such Work is performed in accordance with plans and specifications which are substantially different from the original plans and specifications of the Condominium then the new plans and specifications shall be subject to Permitted Mortgagee Approval.

7.7.4 Amendments to the Declaration and By-Laws.

7.7.4.1 Except as otherwise provided in the Declaration and these By-Laws, and in addition to any other approvals required in the Declaration and these By-Laws, Permitted Mortgagee Approval shall be required for any amendments to the Declaration or these By-Laws, which materially amend the following provisions: voting, Special Assessments, Special Assessment lines or subordination of Special Assessment liens, reserves for Maintenance of the Common Elements, insurance or fidelity bonds, rights to use of the Common Elements, responsibility for Maintenance, expansion or contraction of the Condominium, withdrawal of property from the Condominium regime, boundaries of any Unit, Common Interests, convertibility of Units in Common Elements, leasing of Units, the establishment of self-management and/or provisions herein which are for the express benefit of Permitted Mortgagees.

7.7.4.2 In the event that a Permitted Mortgagee fails to submit a response to any written proposal for an amendment to the Declaration or these By-Laws, within sixty (60) days after such Permitted Mortgagee receives notice, by certified or registered mail with a return receipt requested, of such proposed amendment, the Permitted Mortgagee shall be deemed to have approved the amendment.

7.7.5 Leasing Restrictions. As more particularly set forth in Article 8 of these By-Laws, a Unit Owner may lease its Unit for a term of not less than thirty (30) days; provided however, there shall be no prohibition against a lease having an initial term in excess of six (6) months.

7.7.6 Rights of Action. The Condominium Board and any aggrieved Unit Owner shall be granted a right of action against other Unit Owners for failure to comply with (i) the provisions of the Declaration and these By-Laws and (ii) decisions of the Condominium

Board, which have been made in accordance with the provisions of the Declaration and these By-Laws. The Unit Owners shall also have a similar right of action against the Condominium Board for their failure to comply with the above subparagraphs (i) and (ii).

ARTICLE 8

SELLING AND LEASING OF UNITS; ASSIGNMENT OF LICENSES

8.1 General.

Subject to the terms of this Article 8, each Residential Unit Owner may (i) sell their Residential Unit and (ii) lease their Residential Unit for periods of not less than one month, provided however, no Residential Unit Owner may sell or lease the Residential Unit except in compliance with the applicable provisions of this Article 8. Any purported sale or lease consummated in default in 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 Residential 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 lease) in the name of such Residential Unit Owner. Such Residential 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 and disbursements and court costs.

8.2 Right of First Refusal.

8.2.1 Subject to the terms of Sections 8.5 and 8.9 hereof any contract to sell or any lease of a Residential Unit together with its Common Interest ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE DECLARANT AND/OR THE CONDOMINIUM BOARD OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after any such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Residential Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Declarant and the Condominium Board, on behalf of all Unit Owners (each of the Declarant and the Condominium board, on behalf of all Unit Owners, individually an "Inside Offeror" and, collectively, together with their respective designees (corporate or otherwise), the "Inside Offerors") by certified mail, return receipt requested or guaranteed overnight mail addressed to the Declarant at its offices and the Condominium Board, at the office of the Managing Agent (or such other place or to such other person as the Condominium Board shall direct) (collectively, for purposes of this Article, "Written Notice"), which Written Notice shall be accompanied by a fully executed, original counterpart of the Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror") and other documents typically requested by the Condominium Board. The Sale Agreement shall be in a form typically used in transactions in New York City.

8.2.2 The sending of the Written Notice shall constitute an offer by the Offeree Unit Owner to (i) sell or lease the Residential Unit, together with its Common Interest to the Inside Offerors, subject, however, to any variance therefrom provided in Section 8.3 hereof. The giving of such Written Notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Inside Offerors that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Upon the written demand of an Inside Offeror, the Offeree Unit Owner shall submit to such Inside Offeror, in writing, such further information with respect to the Outside Offerors and the Sale Agreement or Lease Agreement as such Inside Offeror, or either of them, may reasonably request.

8.2.3 The right of first refusal shall be exercised by the parties as follows:

8.2.3.1 The Inside Offerors may elect, by sending written notice thereof to the Offeree Unit Owner not later than thirty (30) days after receipt of the Written Notice referred to in subsection 8.2.1 hereof, together with a copy of the Sales Agreement or Lease Agreement, as the case may be, and such further information as may have been requested pursuant to the terms of subsection 8.2.2 hereof, to purchase such Residential Unit together with its Common Interest or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of subsection 8.2.2 hereof. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option set forth in this Section 8.2 whereby the Condominium Board purchases or leases any Residential Unit without the prior approval of a Majority of all Residential Unit Owners provided however that no such approval shall be required in the event a designee of the Condominium Board, including without limitation the Seminary, purchases or leases the Residential Unit. Notwithstanding, during the Sponsor ROFR Period (as defined in Section 8.13 hereof), the Condominium Board shall not have the right to appoint a designee (other than the Seminary) to purchase or lease a Residential Unit without first obtaining the written approval of the Declarant.

8.2.4 The Inside Offerors may not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by Law in connection with its exercise of its right of first refusal with respect to the sale or lease of a Residential Unit.

8.3 **Acceptance of Offer.**

8.3.1 In the event that any Inside Offeror shall elect, within the time and in the manner provided in Section 8.2 hereof, to purchase or lease a Residential Unit together with its Common Interests, or any Inside Offeror shall elect to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale Agreement or Lease Agreement, at the office of the attorneys for the purchasing Inside Offeror or, in the case of a lease, the leasing Inside Offeror within forty-five (45) days after the day upon which the purchasing or leasing Inside Offeror shall give written notice of its election to accept such offer. In the case of a Residential Unit being purchased by a

designee of the Condominium Board the closing shall take place at the time and place recited in the contract of sale.

8.3.2 If such Residential Unit and its Common Interests are to be purchased by the Condominium Board, on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium or the Condominium Board may levy a Special Assessment against each Residential Unit Owner in accordance with the terms of these By-Laws and/or the Condominium Board may, in its discretion, finance the acquisition of such Residential Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Residential Unit to be purchased together with its Common Interests. In addition, if the Outside Offeror was to assume or to take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale Agreement, any Inside Offeror may, at its option, purchase the Residential Unit and assume or take title thereto subject to such mortgage or mortgages as the case may be. If the Condominium Board is the purchasing Inside Offeree, at the Closing, the Offeree Unit Owner shall convey the Residential Unit, together with its Common Interest, to the Condominium Board by deed in the form required by Section 339-o of the Condominium Act. In any Closing to the Condominium Board (but not its designee) or the Declarant (or its designee), all tax and/or documentary stamps shall be affixed and paid at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale (including, if applicable, the New York State Real Property Transfer Gains Tax, the New York State Documentary Stamp Tax, New York State Additional Tax and the New York City Real Property Transfer Tax) notwithstanding any terms of the Sale Agreement to the contrary. Real estate taxes, mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the purchasing Inside Offeror as of the later of the Closing date or the date on which Offeree Unit Owner vacates the Residential Unit, notwithstanding any terms of the Sale Agreement to the contrary. Thereafter, to the extent the Condominium Board, on behalf of all Unit Owners, has purchased the Residential Unit, such Residential Unit shall be held, so long as the same is owned by the Condominium Board, on behalf of all Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Residential Unit and the entire Property, as herein provided.

8.3.4 In the event that such Residential Unit is to be leased by an Inside Offeror, the Offeree Unit Owner shall execute and deliver to the Inside Offeror a lease covering such Residential Unit by and between the Offeree Unit Owner, as landlord, and the Inside Offeror, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Lease Agreement, however, such lease shall expressly provide that the Inside Offeror may enter into a sublease of the premises demised thereunder without consent of the landlord

8.4 **Failure to Accept Offer.**

8.4.1 In the event that an Inside Offeror fails to accept an offer made pursuant to the terms of Section 8.2 hereof within the respective times set forth in subsection 8.2.3 thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale

Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the remaining Inside Offeror or (ii) the expiration of the period within which an Inside Offeror might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such 60 day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit together with its Common Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Sections 8.2, 8.3 and 8.4 hereof with respect to the Inside Offerors, but not more often than once in any 12 month period, except the Condominium Board shall have the right to waive this for good cause shown, in its sole discretion.

8.4.2 Any deed of a Residential Unit and its Common 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 herein.

8.4.3 Each lease of a Residential 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 or such other form approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

8.4.3.1 such lease may not be amended, modified, or extended without the prior written consent of the Condominium Board in each instance;

8.4.3.2 the tenant thereunder shall not assign the tenant's interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance; and

8.4.3.3 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.

8.5 **Termination of and Exceptions to, the Right of First Refusal.**

8.5.1 A certificate executed and acknowledged by Declarant and/or the Secretary of the Condominium or the Managing Agent, as the case may be, stating that the provisions of Section 8.2 hereof have been met by a Residential Unit Owner and that the right of first refusal provided for therein has been duly released or deemed waived by the Inside Offerors, respectively, and that, as a result thereof the respective rights of the Inside Offerors thereunder have terminated, and said determination shall be conclusive in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Residential Unit to which the same shall relate, together with its Common Interest, may be sold, conveyed, or leased, free and clear of the terms and conditions contained in Section 8.2 hereof, but in accordance with the time periods set forth in Section 8.4 hereof. Each Inside Offeror shall

furnish or cause the Condominium Board or its Managing Agent to furnish without charge, such certificate upon written request to any Residential Unit Owner in respect to whom the provisions of Section 8.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal of any Inside Offeror described in Section 8.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 8.2, 8.3 and 8.4 hereof) in the absence of the certificate that has been duly executed, acknowledged and issued by the Secretary of the Condominium or the Managing Agent as aforesaid.

8.5.2 The terms and conditions contained in Sections 8.2, 8.3 and 8.4 hereof shall not apply with respect to any sale, lease or conveyance of a Residential Unit, together with its Common Interests, by:

8.5.2.1 the Residential Unit Owner thereof to any immediate adult Family Members, to any combination of the same, or to a trust for the benefit of any of them (in which case the Condominium Board shall have the right to review the trust documents and provide for such terms and restrictions on such transfer as the Condominium Board deems advisable), provided, however, that if the succeeding Residential Unit Owner is an infant or a person judicially declared incompetent of managing affairs, then such Residential Unit shall be held by the personal representative of such infant or incompetent, or in the case of a Residential Unit Owner that is not an individual, to any entity or individual that owns more than 50% of the legal and beneficial interests of such Residential Unit Owner or to any entity with respect to which such Residential Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof;

8.5.2.2 Declarant;

8.5.2.3 the Condominium Board;

8.5.2.4 any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or delivering a deed in lieu of such foreclosure;

8.5.2.5 any Permitted Mortgagee or its nominee, who has acquired title to any Residential Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; or

8.5.2.6 any conveyance or transfer made pursuant to the terms and conditions set forth in Section 8.9 hereof.

8.5.3 provided, however, that each succeeding Residential Unit Owner shall be bound by, and the Residential Unit shall be subject to, all of the terms and conditions of this Article 8.

8.5.4 The terms and conditions contained in Sections 8.2, 8.3 and 8.4 hereof shall not apply with respect to any sale, lease or conveyance of a Community Facility Unit, together with its Common Interests.

8.5.5 A Residential Unit Owner (other than a Residential Unit Owner purchasing for such Unit Owner's own or their immediate Family Member's occupancy) is prohibited from advertising, listing or selling its Residential Unit together with its Common Interest for twelve (12) months after acquiring such Residential Unit from Declarant, as sponsor under the Plan. Any conveyance in violation of this subsection shall be voidable by Declarant.

8.6 **No Severance of Ownership.**

No Unit Owner shall execute any deed or other instrument conveying title to the Unit without including therein its Common Interest, 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 Common Interest 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 Common Interest of all Units. Nothing contained in this Section 8.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Common Interests.

8.7 **Payment of Common Charges.**

No Unit Owner shall be permitted to convey or lease the Unit unless the Unit Owner 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. However, where the payment of such unpaid Common Charges and/or Special Assessments is made by the grantee or provided for out of the proceeds of the sale, a sale may take place notwithstanding the foregoing.

8.8 **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 the title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney required in Article 17 of the Declaration, in the form set forth as Exhibit E to the Declaration.

8.9 **Gifts and Devises, Etc.**

Any Unit Owner shall be free to convey or transfer the Unit, together with its Common Interest, by will, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, the provisions of this Article 8.

8.10 **Commencement of Time.**

The period of time set forth in Section 8.2 hereof for which the Inside Offerors have to address their respective right of first refusal shall not commence until such time as the Inside

Offerors have received completed sales or lease packages, including all fees set forth therein, as the case may be, from a Residential Unit Owner. If the information provided by the Residential Unit Owner or prospective purchaser or tenant, as the case may be, is incomplete, the Inside Offerors shall have the right to request additional information and the thirty (30) day period will commence on receipt by the Inside Offerors of the additional information.

8.11 **Costs and Expenses.**

All costs and expenses incurred by the Inside Offerors, including, without limitation, attorneys' fees and disbursements paid or incurred by the Inside Offerors or by the Condominium Board's Managing Agent in connection with any action taken by the Inside Offerors with regard a violation of this Article 8, shall be borne by the Residential Unit Owner and, with regard to charges by the Condominium Board, same shall be an additional Common Charge.

8.12 **Assignment of Licenses.**

8.12.1 No Residential Unit Owner shall be permitted to assign, convey or lease a Storage Bin License to anyone other than a Residential Unit Owner or a person simultaneously acquiring a Residential Unit. Such licenses may be assigned by a Residential Unit Owner at any time (and not subject to any right of first refusal by the Inside Offerors) provided (i) the assignee is a Residential Unit Owner at the Condominium; (ii) the assignee assumes the obligations under the Storage Bin License; (iii) notification of the assignment is promptly delivered to the Condominium Board in compliance with its requirements; and (iv) all unpaid Common Charges and Special Assessments and other obligations due to the Condominium have been paid in full.

8.12.2 If the Condominium Board terminates a Storage Bin License or a Residential Unit Owner surrenders a Storage Bin License without assigning the Storage Bin License to another Residential Unit Owner or person simultaneously acquiring a Residential Unit, the Condominium Board shall have the right to issue a new Storage Bin License to the Storage Bin, to another Residential Unit Owner, or person simultaneously acquiring a Residential Unit or retain such Storage Bin License, in its sole discretion and the surrendering Residential Unit Owner shall not be entitled to any compensation.

8.13 **Rights of Declarant; Priority.**

The Declarant shall only have the rights set forth in this Article 8 until the later of: (a) the date on which it has sold all Unsold Units; or (b) the date which is ten years from the date of the First Closing (the "Sponsor ROFR Period"). To the extent both Declarant, or its designee, and the Condominium Board, on behalf of all Unit Owners, or its designee, seek to purchase or lease a Residential Unit, the rights of Declarant or its designee shall have priority.

8.14 **Sale to Government or One with Immunity.**

The Condominium Board has the right, but not the obligation to require that before any Residential Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other person or party who or which may be entitled under applicable Laws, conventions or treaties (including, without limitation, the United

States Foreign Sovereign Immunities Act as same may be amended) (each, a "Government Entity") to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, may occur or be valid or effective, the Condominium Board may require that certain additional conditions be satisfied. Specifically, the Condominium Board may require that the potential grantee enter into an agreement with the Condominium Board, on terms acceptable to the Condominium Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by Law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Condominium Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Condominium Board shall elect, (iv) obtains the consent for such waivers and other actions required by this Section from any United States or foreign government, sovereign or otherwise, and (v) permits execution and enforcement of any judgment obtained by the Condominium Board. The foregoing provisions do not apply to sales of Unsold Units. In addition, all purchasers of a Residential Unit in the Building who are a Government Entity may be required, at the sole discretion of the Condominium Board, to deposit into escrow an amount equal to one (1) year of Common Charges then in effect to secure their obligations under this Declaration and the By-Laws (collectively, the "Security"). In the event of any default in the payment of Common Charges and/or Special Assessments by any Governmental Entity (after notice and expiration of the applicable cure period as provided in the By-Laws, if any) with respect to the payment of Common Charges and/or Special Assessments which are the obligation of the Governmental Entity as a Unit Owner to observe, perform or keep under the terms of the Declaration and By-Laws, the Condominium Board may enforce the provisions of these By-Laws and use, apply or retain the whole or any part of the Security being held by the Condominium Board to the extent required for the payment of any Common Charges, Special Assessments or any other payments as to which such Governmental Entity shall then be in default (after notice and expiration of the applicable cure period, if any) or for any monies which the Condominium Board may expend or may be required to expend by reason of the Governmental Entity's default (after notice and expiration of the applicable cure period, if any). If the whole or any part thereof shall be so used, applied or retained by the Condominium Board as aforesaid, then such Governmental Entity shall, upon written demand from the Condominium Board, immediately deposit with the Condominium Board an amount in cash equal to the amount so used, applied or retained, so that the Condominium Board shall have the entire Security on hand at all times during the Governmental Entity's ownership of a Unit in the Building. The failure by the Unit Owner after due demand to deposit and maintain the full amount of the security, shall constitute a separate default under these By-Laws, which shall entitle the

Condominium Board to all of the rights and remedies available hereunder. In the event that a Governmental Entity shall fully and faithfully comply with all of the terms, provisions, covenants, agreements and conditions of the By-Laws, the Security shall be returned to such Governmental Entity within thirty (30) days after the transfer or sale of such Governmental Entity's Residential Unit to a non-Governmental Entity.

8.15 **Lease or Purchase of Residential Unit or Other Apartment for Superintendent's/Resident Manager Residence.**

Subject to the terms of the Offering Plan, the Condominium Board shall have the right to lease or purchase and finance the purchase of a Unit or other apartment for the resident manager's unit (whether or not in the Building) and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease, purchase or financing without the approval of a Majority of Unit Owners.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements, the Condominium Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by the Condominium Board. The award made for any such taking shall be payable to the Condominium Board responsible for the repair and restoration thereof, as aforesaid; provided, however, that if any such award exceeds $1,000,000, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne and shared by all Unit Owners with respect to any taking of the Common Elements pro rata, as follows: first, to the Unit Owners in accordance with their respective Common Interests; thereafter, the Condominium Board shall allocate such deficit or surplus, as the case may be, pro rata, in accordance with their respective Common Interests. Notwithstanding any provisions contained herein to the contrary, in the event that 75% of the Building is condemned and 75% or more of all Unit Owners do not duly and promptly resolve to proceed with such repair or restoration of the Condominium, then such repairs or restorations of the Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in accordance with their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units other than mortgages which are not Permitted Mortgages. As used in this Article 9 the words "promptly resolve" shall mean not more than 60 days from the date of such taking. Any dispute between the Unit Owners under this Article 9 shall be settled by Arbitration.

ARTICLE 10

RECORDS AND AUDITS

10.1 **Records.**

The Condominium Board or the managing agent, if any, shall keep detailed records of the actions of the Condominium Board, minutes of the meetings of the Condominium Board, minutes of the meetings of the Unit Owners and financial records and books of account with respect to the activities of the Condominium Board, including a listing of all receipts and expenditures. In addition, the Condominium Board shall keep a separate account for each Unit, which, among other things, shall contain the amount of each assessment of Common Charges made by the Condominium Board against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 **Audits.**

Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Condominium Board to all Unit Owners, and, if so requested, to any Permitted Mortgagee. The cost of such report shall be paid by all Unit Owners as a Common Expense.

10.3 **Availability of Documents.**

Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and/or its Managing Agent shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 11

ARBITRATION

11.1 **General Procedure.**

Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any arbitration under this Article 11 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen years.

11.2 **Costs and Expenses.**

The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants. Each disputant will also bear the fees and expenses of such Unit Owner's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute Common Expenses.

11.3 **Agreement by Parties.**

The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 hereof with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12

MISCELLANEOUS

12.1 **Waiver.**

No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.2 **Captions.**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

12.3 **Certain References.**

12.3.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

12.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.4 **Severability.**

Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5 **Insurance Trustee.**

The Insurance Trustee shall be a bank or trust company in The City of New York, designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, such lender shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

12.6 **Successors and Assigns.**

Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or, with the consent of Declarant or its designee, any transferee of some or all then Unsold Units then owned by Declarant or its designee, as the case may be. Subject to the foregoing, Declarant, its designee

shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

12.7 **Covenant of Further Assurances.**

12.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant (or a tenant subject to Rent Laws) of a Unit, a member or officer of the Condominium Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.7.2 If any Unit Owner or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, and to the Condominium Board representing such Unit Owners, stating the reasons why such Unit Owner or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Condominium Board which represents such Unit Owner, Condominium Board or other party is hereby authorized, as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

12.7.3 If any Unit Owner, Condominium Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Condominium Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant, or (ii) to deliver a written notice to Declarant and to the Condominium Board representing such Unit Owners stating the reasons why such Unit Owner, Condominium Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant is hereby authorized, as attorney-in-fact for such Unit Owner, Condominium Board or other party, coupled with an interest in the Common Elements, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, Condominium Board or other party and such document or action shall be binding on such Unit Owner, the Condominium Board or other party, as the case may be.

12.8 **Governing Law.** The provisions of the Declaration and these By-Laws shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of Law. Any action shall be maintained in a court of competent

jurisdiction located in the State, City and County of New York. The provisions of this Section shall survive the conveyance of a Unit or the termination of the Condominium.

12.9 **WAIVER OF JURY. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN, THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY WHETHER SAID CLAIMS ARE AGAINST A PARTY TO THIS AGREEMENT OR THEIR AGENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CONVEYANCE OF A UNIT OR THE TERMINATION OF THE CONDOMINIUM.**

ARTICLE 13

AMENDMENT TO BY-LAWS

13.1 **Amendments by Unit Owners.**

Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant, or any Unsold Units, or the Community Facility Unit, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 67% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected, (b) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Units or the Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 67% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of these By-Laws and (c) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Community Facility Units or the Community Facility Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 67% in number and in Common Interest of all Community Facility Unit Owners taken in accordance with the provisions of these By-Laws. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant, Permitted Mortgagees, any Unsold Units, the Community Facility Units or any Community Facility Unit Owner, any such amendment, modification, addition or deletion shall be executed by the Condominium Board, as attorney-in-fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Declarant or any Unsold Units, (i) no amendment, modification, addition or deletion pursuant to the provisions of above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the respective Mortgage Representatives, if any, and (ii) the provisions of this Section 13.1 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, as the case may be), 80% in number and in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

13.2 **Amendments Affecting Declarant or its Designee or the Community Facility Unit Owner.**

Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of the affected Community Facility Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Community Facility Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Community Facility Unit Owner, (b) without the prior written consent of Declarant or an Unsold Unit Owner, as the case may be, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or an Unsold Unit Owner, as the case may be, or otherwise adversely affecting Declarant or an Unsold Unit Owner, as the case may be, or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Unit or Community Facility Unit, if required under the terms of such mortgage, pledge, or other lien or security interest, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Unit or Community Facility Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Unit or Community Facility Unit. Declarant and the Community Facility Unit Owners shall have the right to amend the By-Laws, without the consent of the Condominium Board or any other Unit Owner, to effectuate the rights otherwise granted to Declarant and the Community Facility Unit Owners under the terms of the Declaration and these By-Laws.

13.3 **Amendments Affecting Permitted Mortgagees.**

Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or 6.1, 6.2, 6.4.2, 6.4.3, 8.8(d) or (e), or 8.10 shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

13.4 **Deemed Approval Provision.**

Notwithstanding anything to the contrary set forth herein, if the consent of any Unit Owner is requested for any action to be taken under the terms of the Declaration or these By-Laws, including without limitation, any proposed amendment or modification to the Declaration or these By-Laws (a "Consent Request"), and provided that such Consent Request contains a copy of the proposed amendment or modification, if any, if a Unit Owner fails to either consent or refuse consent in writing (within ten (10) business days after delivery of such notice by the sending party to the Unit Owner), then such Unit Owner shall be deemed to have consented to the Consent Request.

SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Condominium shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Condominium, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or Roof or placed upon the window sills of the Building.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building.

4. No public hall or public elevator vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner and no additional locks may be placed on the outside of the entry door of a Unit without the prior written consent of the Condominium Board.

5. Each Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The type, size and quantity of plantings and other installations to be placed on any Limited Common Elements shall be subject to the prior written approval of the Condominium Board. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Limited Common Element shall be within the sole discretion of the Condominium Board.

6. No window guards or window decorations shall be used in or about any Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Condominium Board or the Managing Agent of the Condominium, which approval shall not be unreasonably withheld or delayed.

7. No radio, television aerial, satellite, disk or similar devices 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 door or window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Condominium Board or the managing agent of the Condominium, nor shall anything be projected from any door or window of the Building without similar approval except as may otherwise be required by Law. The foregoing does not apply to Declarant or any Unsold Unit Owner.

8. No heat, ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

9. Each Residential Unit shall be heated or cooled as may be necessary to maintain appropriate temperature and humidity levels in such Unit Owner's Unit, which may help to mitigate contraction and expansion that can damage such floors and moldings.

10. 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 Condominium 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.

11. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Condominium Board or the Managing Agent of the Condominium for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Building.

12. No Unit Owner shall make or permit any disturbing noises or activity in the Condominium, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Units. No Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Condominium Board. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an Emergency or unless such work is performed by Declarant (i.e, Proposed Renovations or Custom Work).

13. No pets other than orderly domestic pets (which includes dogs, cats, caged birds, or aquarium fish (which do not cause a nuisance, health hazard, unsanitary or unsafe condition), shall be permitted, kept or harbored in a Unit without the same in each instance having been expressly permitted in writing by the Condominium Board or the Managing Agent of the Condominium, and such consent, if given, shall be revocable by the Condominium Board or such Managing Agent in their sole discretion, at any time. In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Condominium Board nor shall any bird, or animal be permitted in any public elevator in the Building, other than the elevators designated by the Condominium Board or the Managing Agent of the Condominium for that purpose, or in any of the public portions of the Condominium, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Condominium Board setting forth such other rules regarding pets as the Condominium Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet.

14. Servants, messengers and tradespeople visiting or residing in the Building may be required to use the elevators designated by the Condominium Board or the Managing Agent of the Condominium for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses, nannies, babysitters, etc. in the employ of Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

15. All service and delivery persons may be required to use the service entrance. All packages, whenever feasible, will be required to be delivered by outside personnel to the mail room in the residential lobby where such packages will be held for pick up by Unit Owners. Deliveries, if made, will be made from the mail room to individual Units only by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Unit is not so occupied or delivery is declined, the package will be held in the mail room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Units after such service or delivery persons have received approval for such delivery from the Unit Owner.

16. Trunks and heavy baggage shall be taken in or out of the Building by the elevators designated by the Condominium Board or the Managing Agent of the Condominium for that purpose, and through a designated entrance only.

17. No refuse from the Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Condominium Board or the Managing Agent of the Condominium may direct. Furthermore, the Condominium Board may require separation of materials for recycling and other purposes.

18. Water-closets and other water apparatus in a Unit 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.

19. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent thereof out of the Building on any private business.

20. The agents of the Condominium Board or the Managing Agent, and any contractor or worker authorized by the Condominium Board or the Managing Agent of the Condominium, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior written notice to the Unit Owner, 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; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

21. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

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

23. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building.

24. Complaints regarding the services of the Building shall be made in writing to the Condominium Board or to the managing agent of the Condominium.

25. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Condominium Board, at any time by resolution of the Condominium Board so long as it doesn't adversely affect Declarant and/or Unsold Unit Owners. Further, any such consent or approval may, in the discretion of the Condominium Board, be conditional in nature.

26. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; and (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover.

27. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the Roof of the Building (excluding the Common Roof Deck).

28. Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

29. No Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

30. If any key or keys are entrusted by a Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Condominium Board or the managing agent of the Condominium, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the managing agent of the Condominium shall (except as provided in paragraph 21 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

31. Nothing shall be done or kept in any Unit or in the General Common Elements or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General Common Element or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General Common Elements or Limited Common Elements.

32. The Condominium Board shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes and provide instructions to separate refuse items for recycling and other purposes.

33. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the Condominium Board or the managing agent of the Condominium, except the same shall not apply to Declarant.

34. In the event that any Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

35. Unless expressly authorized by the Condominium Board in each case, at least 80% of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

36. There will be no barbecuing in the Units in their Limited Common Elements, or the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board.

37. The Condominium Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any Rule or Regulation at any time prescribed for the Condominium when, in the reasonable judgment of the Condominium Board, the Condominium Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, or the preservation of good order therein, or the operation or Maintenance of the Condominium, or the equipment thereof, or the comfort of Unit

Owners, occupants or others in the Condominium so long as it doesn't adversely affect Declarant and/or Unsold Unit Owners. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

38. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Limited Common Elements, other than furniture of the kind usually maintained in outdoor areas.

EXHIBIT "10"

CERTIFICATION OF SPONSOR AND PRINCIPALS

CERTIFICATION OF SPONSOR AND PRINCIPALS

New York State Department of Law
Investment Protection Bureau
23rd Floor
120 Broadway
New York, New York 10271

Re: Condominium Offering Plan
422 West 20th Street Condominium
420-424 West 20th Street
New York, New York

Ladies and Gentlemen:

The undersigned certify as follows:

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibilities for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

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

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

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

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

(a) knew the truth;

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

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

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

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal law.

SPONSOR:

420 West 20th Street, LLC
By: Brodsky Control, LLC, its manager

By: _____
Name: Daniel Brodsky
Title: Manager

Sworn to before me this
22 day of February, 2012.

_____
Notary Public

CHELSEY TEMPLE
Notary Public, State of New York
No. 01TE6217317
Qualified in New York County
Commission Expires Febuary 2014

SPONSOR'S PRINCIPAL:

Sworn to before me this
22 day of February, 2012.

_____
Notary Public

_____
Daniel Brodsky

CHELSEY TEMPLE
Notary Public, State of New York
No. 01TE6217317
Qualified in New York County
Commission Expires Febuary 2014

EXHIBIT "11"

CERTIFICATION OF SPONSOR'S ARCHITECT

SLCE *Architects, LLP*

CERTIFICATION OF SPONSOR'S ARCHITECT

February 22, 2012

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

RE: 422 West 20th Street

841 Broadway
New York, NY 10003
212 979 8400 telephone
212 979 8387 telefax
info@slcearch.com

Saky Yakos, AIA
James S. Davidson, AIA
Luigi P. Russo, AIA
Robert Laudenschlager, AIA
Gloria B. Glas, AIA
Mario Yac, AIA

Peter Claman, AIA
Enzo DePol, AIA
Consultants

The sponsor of the offering plan to establish the captioned property (the "Property")as a condominium (the "Offering Plan") retained our firm to prepare a report disclosing the condition of the property ("Report"). We examined the building plans and specifications that were prepared by us and prepared the Report dated February 16, 2012, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am a registered architect licensed in the State of 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 this Report.

I 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.

I certify that the Report:

(i) Sets forth in narrative form the description of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

(ii) In my professional opinion, affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the description of the property as it will exist upon completion, provided that construction is in accordance with the plans and specifications that I examined;

(iii) Does not omit any material fact:

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

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

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

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

a. knew the truth;
b. with reasonable effort could have known the truth;
c. made no reasonable effort to ascertain the truth, or
d. did not have knowledge concerning the representations or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing the Report is not contingent on the conversion of the Property to a cooperative or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

SLCE ARCHITECTS, LLP

By: _____
Name: Mario Yao, AIA
Title: Partner

Sworn to before me this 22nd
day of Feb, 2012

_____
Notary Public

Notary Public, State of New York
No. 01BR6109247
Qualified in New York County
Commission Expires April 29, 2012

EXHIBIT "12"

CERTIFICATION OF SPONSOR'S EXPERT
CONCERNING ADEQUACY OF BUDGET

PENMARK
MANAGEMENT

CERTIFICATION BY EXPERT OF THE ADEQUACY OF BUDGET
PURSUANT TO PART 20 OF REGULATIONS ISSUED PURSUANT
TO GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

February 24, 2012

New York State Department of Law
120 Broadway
New York, NY 10271
ATTN: Real Estate Financing Bureau

Re: 422 West 20th Street Condominium
422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York

Ladies and Gentlemen:

The Sponsor of the condominium offering plan for the captioned property retained us to review Schedule B for the period commencing July 1, 2012 containing projections of income and expenses for the first year of condominium operation. Penmark Management LLC has been involved in the management of approximately 85 properties primarily in the greater New York Metropolitan area. This firm is a licensed real estate broker in the state of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the department of Law in Part 20 insofar as the are applicable to Schedule B.

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

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

We certify that the Schedule B:

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

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
(iii) does not omit any material fact;
(iv) does not contain any untrue statement of a material fact;
(v) does not contain fraud, deception, concealment, or suppression;
(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
(vii) does not contain any representation or statement which is false, where we:
a. knew the truth;
b. with reasonable effort could have known the truth;
c. made no reasonable effort to ascertain the truth; or
d. did not have knowledge concerning the representation or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the second year of the condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

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

PENMARK MANAGEMENT LLC

By: _____
Name: Leslie Bogen Winkler
Title: Senior Vice President

Sworn to before me this 24
day of February 2012

_____
Notary Public

MARIBEL ALVERIO
Notary Public, State of New York
No. 01AL6074893
Qualified in New York County
Commission Expires May 27, 2010

EXHIBIT "13"

CERTIFICATION OF SPONSOR'S EXPERT
CONCERNING ADEQUACY OF COMMON CHARGES
PAYABLE BY COMMUNITY FACILITY UNIT OWNER

PENMARK
MANAGEMENT

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

February 24, 2012

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
422 West 20th Street Condominium
422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York
New York, New York ("Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B containing projections of common charges payable by the owner of the Community Facility Unit. Penmark Management LLC has been engaged in the management of residential real estate for many years, manages approximately 85 cooperative and condominium buildings including buildings with community facility space, and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Community Facility Unit(s) listed in Schedule B.

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

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

We certify that the estimates in Schedule B for the common charges payable by the owner(s) of the Community Facility Unit(s):

(i) sets forth in detail the projected common charges for the Community Facility Unit(s) for the first year of condominium operation;

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

(iii) do not omit any material fact;

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

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

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

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

(a) knew the truth;

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

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

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

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges attributable to the Community Facility Unit(s) for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK MANAGEMENT LLC

By: _____
Name: Leslie Bogen Winkler
Title: Senior Vice President

Sworn to before me this
24 day of February 2012

_____
Notary Public

MARIBEL ALVERIO
Notary Public, State of New York
No. 01AL6074898
Qualified in New York County
Commission Expires May 27, 2015

EXHIBIT "14"

ESCROW AGREEMENT FOR OFFERING PLAN

ESCROW AGREEMENT

AGREEMENT made this 15 day of August, 2011, between 420 West 20th Street, LLC ("SPONSOR") as sponsor of the Offering Plan (defined below) and Stroock & Stroock & Lavan LLP ("ESCROW AGENT") as Escrow Agent.

WHEREAS, SPONSOR is the sponsor of an offering plan for the premises known as 422 West 20th Street Condominium, 420-424 West 20th Street, New York, New York (the "Offering Plan"); and

WHEREAS, Stroock & Stroock & Lavan 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 or subscribers, pursuant to the terms of this Agreement.

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

A. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1. ESCROW AGENT has established a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at M&T Bank, at its branch located at 350 Park Avenue, 6th Floor, New York, New York 10022, entitled Stroock & Stroock & Lavan LLP Escrow Account No. [redacted] (the "Master Escrow Account").

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

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

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

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

B. DEPOSITS INTO THE ESCROW ACCOUNT.

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

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

C. RELEASE OF FUNDS.

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

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

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

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

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

D. RECORDKEEPING.

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

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

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

E. GENERAL OBLIGATIONS OF ESCROW AGENT.

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

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

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

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

5. ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties

and shall have no liability or responsibility with respect to the form, execution or validity thereof.

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

F. RESPONSIBILITIES OF SPONSOR.

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

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

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

G. TERMINATION OF AGREEMENT.

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

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

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

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

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

H. SUCCESSORS AND ASSIGNS.
This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

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

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

K. SEVERABILITY.

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

L INDEMNIFICATION

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

M. ENTIRE AGREEMENT.

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

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

ESCROW AGENT

STROOCK & STROOCK & LAVAN LLP

By: _____
Name: Michel Evanusa
Title: Partner

SPONSOR

420 WEST 20TH STREET, LLC
By: Brodsky Control, LLC, its manager

By: _____
Name: Daniel Brodsky
Title: Manager

EXHIBIT "15"

FORM W-9

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "16"

FORM W-8BEN
CERTIFICATE OF FOREIGN STATUS OF BENEFICIAL OWNER FOR UNITED STATES TAX WITHHOLDING

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ **Section references are to the Internal Revenue Code.** ▶ **See separate instructions.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do not use this form for:	**Instead, use Form:**
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

• A person acting as an intermediary	W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a ..... % rate of withholding on (specify type of income): ..... .

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

.....

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

2 The beneficial owner is not a U.S. person,

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ ..... Signature of beneficial owner (or individual authorized to sign for beneficial owner) ..... Date (MM-DD-YYYY) ..... Capacity in which acting

EXHIBIT "17"

APPLICATION TO THE DEPARTMENT OF LAW
FOR A DETERMINATION ON THE
DISPOSITION OF DEPOSITS

APPLICATION TO THE DEPARTMENT OF LAW FOR A DETERMINATION ON THE DISPOSITION OF DEPOSITS

(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 Department of Law to consider and determine the disposition of Deposits 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 Deposit.
   forfeiture of Deposit.
   other: _____

5. The project is
   [ ] a conversion of occupied premises.
   [ ] newly constructed or rehabilitated.
   [ ] vacant (as is).

6. The project is structured as
   [ ] a cooperative.
   [ ] a condominium.
   [ ] a homeowners association.
   [ ] a time share.
   [ ] other: _____

7. Name and Address of Sponsor: _____

8. Name and Address of Escrow Agent: _____

9. If Deposits 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 Deposits 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 Deposits have been secured by a letter of credit:
   (a) Name and address of bank which issued the letter of credit:
   (b) Date of expiration of the letter of credit, if known:

12. Plan information:
   (a) Date of filing of plan: _____
   (b) Plan
   [ ] has not been declared effective.
   [ ] has been declared effective. Approximate date:
   (c) If effective, the plan
   [ ] has closed or the first unit has closed. Approximate date:
   [ ] has not closed.
   [ ] don't know.
   (d) Deposits are secured by
   [ ] escrow account.
   [ ] bonds.
   [ ] letter of credit.

13. Contract information:
    (a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)
    (b) Date on which subscription or Agreement was signed: _____
    (c) Date(s) of Deposit(s): _____
    (d) Total amount of Deposit(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 Department of Law is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home): _____ (Business) _____

Mailing Address: _____

EXHIBIT "18"

RPL §339-kk

§ 3. The real property law is amended by adding a new section 339-kk to read as follows:

§ 339-KK. RENTS. (A) FOR THE PURPOSES OF THIS SECTION, "NON-OCCUPYING OWNER" SHALL MEAN A UNIT OWNER IN A CONDOMINIUM ASSOCIATION WHO DOES NOT OCCUPY THE DWELLING UNIT.

(B) IF A NON-OCCUPYING OWNER RENTS ANY DWELLING UNIT TO A RENTAL TENANT AND THEN FAILS TO MAKE PAYMENTS DUE FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES FOR SUCH UNIT WITHIN SIXTY DAYS OF THE EXPIRATION OF ANY GRACE PERIOD AFTER THEY ARE DUE, UPON NOTICE IN ACCORDANCE WITH SUBDIVISION (C) OF THIS SECTION, ALL RENTAL PAYMENTS FROM THE TENANT SHALL BE DIRECTLY PAYABLE TO THE CONDOMINIUM ASSOCIATION.

(C) IF THE COMMON CHARGES, ASSESSMENTS OR LATE FEES DUE FOR ANY UNIT HAVE NOT BEEN PAID IN FULL, WITHIN SIXTY DAYS AFTER THE EXPIRATION OF ANY GRACE PERIOD OF THE EARLIEST DUE DATE, THE BOARD OF MANAGERS SHALL PROVIDE WRITTEN NOTICE TO THE TENANT AND THE NON-OCCUPYING OWNER PROVIDING THAT, COMMENCING IMMEDIATELY AND UNTIL SUCH TIME AS ALL PAYMENTS FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES ARE MADE CURRENT, ALL RENTAL PAYMENTS DUE SUBSEQUENT TO THE ISSUANCE OF SUCH NOTICE ARE TO BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION AT THE ADDRESS LISTED ON THE NOTICE. WHERE A MAJORITY OF THE BOARD OF MANAGERS HAS BEEN ELECTED BY AND FROM AMONG THE UNIT OWNERS WHO ARE IN OCCUPANCY, THE BOARD MAY ELECT NOT TO REQUIRE THAT RENTAL PAYMENTS BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION. AT SUCH TIME AS PAYMENTS FOR COMMON CHARGES, ASSESSMENTS AND LATE FEES FROM THE NON-OCCUPYING OWNER ARE ONE AGAIN CURRENT, NOTICE OF SUCH FACT SHALL BE GIVEN WITHIN THREE BUSINESS DAYS TO THE RENTAL TENANT AND NON-OCCUPYING OWNER. THEREAFTER ALL RENTAL PAYMENTS SHALL BE MADE PAYABLE TO THE NON-OCCUPYING OWNER OR A DESIGNATED AGENT. A NON-OCCUPYING OWNER WHO DISPUTES THE ASSOCIATION'S CLAIM TO RENTAL PAYMENTS PURSUANT TO THIS SECTION SHALL BE ENTITLED TO PRESENT FACTS SUPPORTING SUCH OWNER'S POSITION AT THE NEXT SCHEDULED MEETING OF THE BOARD OF MANAGERS, WHICH MUST BE HELD WITHIN THIRTY DAYS OF THE DATE THAT SUCH BOARD RECEIVES NOTICE THAT SUCH OWNER SEEKS TO DISPUTE SUCH CLAIM.

(D) NOTHING IN THIS SECTION SHALL LIMIT ANY RIGHTS OF UNIT OWNERS OR OF THE BOARD OF MANAGERS EXISTING UNDER ANY OTHER LAW OR AGREEMENT.

(E) PAYMENT BY A RENTAL TENANT TO THE CONDOMINIUM ASSOCIATION MADE IN CONNECTION WITH THIS SECTION SHALL RELIEVE THAT RENTAL TENANT FROM THE OBLIGATION TO PAY SUCH RENT TO THE NON-OCCUPYING OWNER AND SHALL BE AN ABSOLUTE DEFENSE IN ANY NON-PAYMENT PROCEEDING COMMENCED BY SUCH NON-OCCUPYING OWNER AGAINST SUCH TENANT FOR SUCH RENT.

§ 4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

§ 5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

CHAP. 422

The Legislature of the STATE OF NEW YORK SS:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
TEMPORARY PRESIDENT OF THE SENATE

SHELDON SILVER
SPEAKER OF THE ASSEMBLY

EXHIBIT "19"

SPECIMEN TITLE POLICY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6-17-2006) WITH NEW YORK COVERAGE ENDORSEMENT APPENDED (A.L.T.A.)

SCHEDULE A

Policy No TBD

Title Number	**Effective Date**	**Amount of Insurance**
FLT-SPECIMEN	TBD	TBD

1. **Name of Insured:** TBD

2. **The estate or interest in the land which is covered by this policy is:** Fee Simple

3. **Title to the estate or interest in the land is vested by:**

   TBD who acquired title by deed from 420 WEST 20TH STREET, LLC dated TBD to be duly recorded in the Office of the Register of the County of New York.

4. **The land referred to in this Policy is described herein on Schedule A Description of Premises.**

   For Information: Premises known as: 420-424 WEST 20TH STREET UNIT ___. NEW YORK.

   BLOCK 717 LOT TBD

SPECIMEN POLICY

Authorized Signatory

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A
DESCRIPTION OF PREMISES

SPECIMEN POLICY

Title No. FLT-SPECIMEN
Policy No. TBD

The Unit known as Apartment No. TBD (hereinafter called "the Unit") in the Building known as and by the street Number 420 West 20th Street, New York, NY a/k/a 420-424 West 20th Street, New York, NY in the Borough of Manhattan, County of New York and City and State of New York, (the "Building") designated and described in the Declaration establishing a plan for condominium ownership of said Building and the land upon which the Building is situated, (referred to collectively as the "Property"), dated TBD, made under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), recorded in the Office of the Registrar of the City of New York in the County of New York on TBD in CRFN #: TBD (hereinafter called the "Declaration"). The Unit is also designated as Tax Lot No. 717 in Block TBD, of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the floor plans of the building, dated TBD and recorded on TBD in CRFN #: TBD.

TOGETHER with an undivided TBD percent interest in common elements (as such term is defined in the Declaration) appurtenant to the unit, hereinafter called the "Common Elements".

The land upon which the Building containing the Unit is situate is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Twentieth Street, distant 275 feet westerly from the southwesterly corner of Twentieth Street and Ninth Avenue;

RUNNING THENCE southerly parallel with Ninth Avenue, one hundred nine feet (109 feet);

THENCE westerly parallel with Twentieth Street, 100 feet;

THENCE northerly again parallel with Ninth Avenue, one hundred nine feet (109 feet) to the southerly side of Twentieth Street;

THENCE easterly along the southerly side of Twentieth Street, 100 to the point or place of BEGINNING.

FIDELITY NATIONAL TITLE INSURANCE COMPANY **SPECIMEN POLICY**

SCHEDULE B

Policy No TBD
Title No FLT- SPECIMEN

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure:

1. Covenants, restrictions, conditions, easements, leases, agreements of record, etc. more fully set forth herein.

   a. Policy will except the terms and conditions set forth in the Declaration of Condominium and By-Laws dated TBD and recorded TBD, in CRFN: TBD in the Office of the Clerk/Register of the County of New York, but policy will insure against loss or damage occasioned by the premises not being a part of a condominium validly created pursuant to Article 9-B of the Real Property Law, as amended.

   b. Agreement (setback) in Indenture recorded 5/22/1884 in Liber 315 at Page 136 ("... Parties have agreed with each other to improve and said lots leaving all such part of each lot thereof lies between street upon which same fronts on a line drawn to said street and at the distance of ten feet therefrom as and for an open space or court similar to the open spaces or court in front of dwelling houses on Waverly Place. Each of said lots shall remain an open space or court and shall never be at anytime hereafter be appropriated for or occupied by any edifice or building or wall in any manner obstructed otherwise by a necessary steps for entrance, platforms and pedestals and iron fence or railings connected therewith and enclosing same and the foundations and copings upon which such iron fence or railings may be placed provided each of the open spaces or court shall be and remain for the sole use and benefit of parties now owning the same...")

   Policy Insures building does not violate set back line as shown on survey used herein.

   b. Premises are designated as a Landmark pursuant to Chapter 74 Section 3020 of the New York City Charter & Chapter 3 Title 25 of the Administrative Code of the City of New York pursuant to Notice of Designation recorded in Reel 3588 at Page 1300. Premises are subject to restrictive use as provided in the New York City Charter & The Administrative Code of the City of New York.

2. As to the unit, policy excepts any state of facts an accurate survey would show. However, policy insures the non-disturbance of any encroachment of any portion of the insured Unit upon any other Units or common elements, so long as same shall stand.

   As to the Land and building, policy will except any state of facts and accurate survey will show.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

STANDARD NEW YORK ENDORSEMENT
(Owner's Policy)

Title No FLT-SPECIMEN

Attached to and made a part of Policy No. TBD

1. The following is added as a Covered Risk:

"11. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers

DATED: **FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By SPECIMEN POLICY
Authorized Signatory

Standard New York Endorsement (11/1/2008)
For Use With ALTA Owner's Policy (6/17/2006)

FIDELITY NATIONAL TITLE INSURANCE COMPANY

CONDOMINIUM ENDORSEMENT
(Loan Policy)

Title No. **FLT-SPECIMEN**

Attached to and made a part of Policy No. TBD

The Company insures the insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.

3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.

4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in Schedule A.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements. nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

IN WITNESS WHEREOF, *the Company has caused this Endorsement to be signed on the date below to be valid when countersigned by an authorized officer of the Company, all in accordance with its By-Laws.*

Dated: TBD

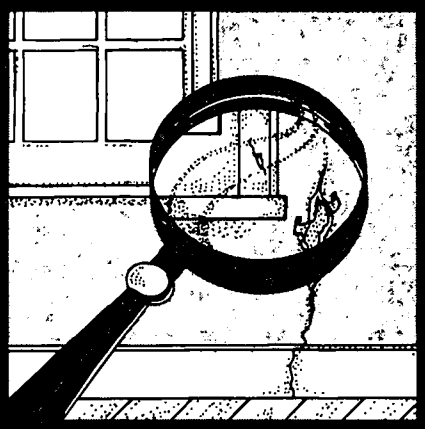
Countersigned ***FIDELITY NATIONAL TITLE INSURANCE COMPANY***

SPECIMEN
POLICY

Authorized Signatory

EXHIBIT "20"

LEAD BASED PAINT BOOKLET





Protect Your Family From Lead In Your Home



United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
September 2001

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

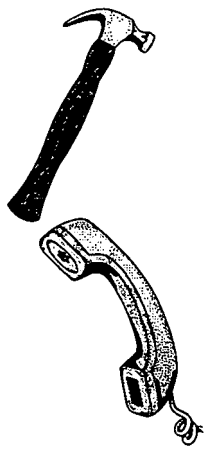
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

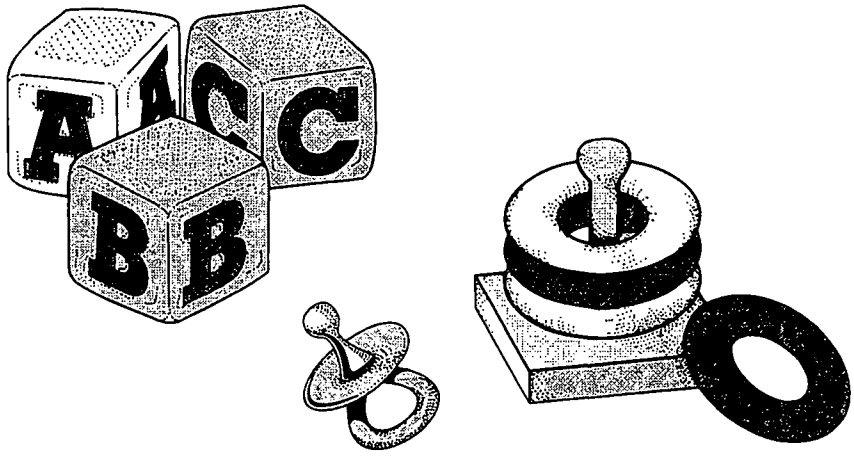
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children than adults because:

- Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



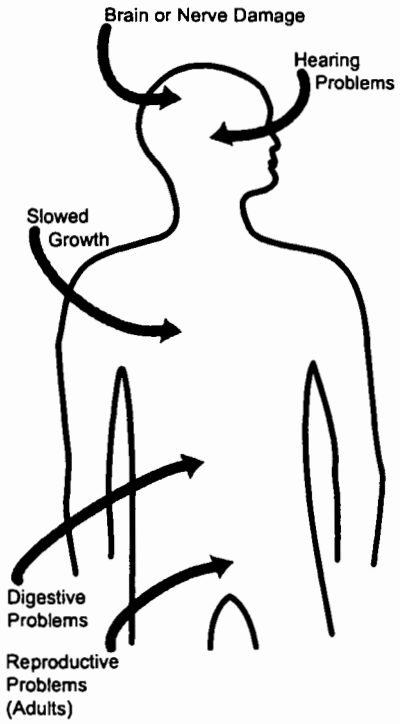
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

Lead is also harmful to adults. Adults can suffer from:

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside *and* outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead in one of two ways, or both:

- A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:



- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:



- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly**. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.



- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas**.
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- **Keep children from chewing window sills or other painted surfaces.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**

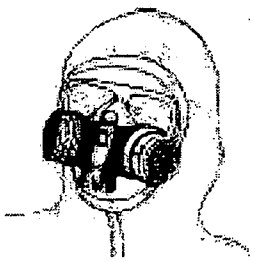


- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windows sills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

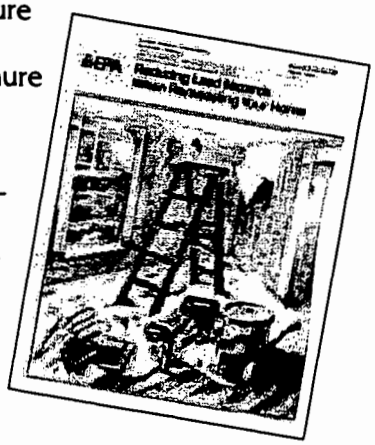
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

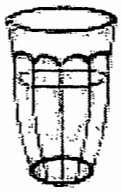
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.





- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD.**

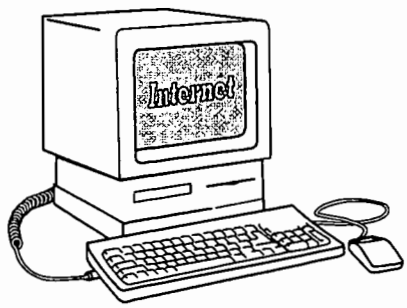


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: **www.cpsc.gov.**



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.

EXHIBIT "21"

STORAGE BIN LICENSE

STORAGE BIN LICENSE

AGREEMENT MADE THIS [_____] day of [_____], 20[__] (this "Agreement") by and between the Condominium Board of 422 West 20th Street Condominium ("Licensor"), having an office at 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York 10011 and [_____], having an address at [_____], New York, New York [____] (the "Licensee");

WHEREAS, pursuant to that certain condominium declaration and by-laws for the condominium known as 422 West 20th Street Condominium (the "Condominium") dated [_____], recorded on [_____] as CRFN [_____] (collectively the "Declaration") for the property having the street address 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York 10011 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Condominium, including, without limitation the "Storage Bins" located in the Building as such term in more particularly defined and described in the Declaration;

WHEREAS, Licensee, owns or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of Storage Bin [__] (the "Bin") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Bin during the term hereof for storage of Licensee's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. Licensee shall not store any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items. Licensee shall not (a) interfere with another tenant of Licensor, (b) store any property in the Building outside of the Bin, (c) allow any other person to use the Bin except in accordance with the terms hereof, or (d) deface, damage or alter the Bin, the Building or Licensor's equipment. Licensee shall keep the Bin locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys.

2. The term of this License shall commence on date first set forth above, and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Bin, broom clean, in the condition as existed prior to the commencement of this Agreement. Any property

not removed from the Bin at the expiration or other termination of this Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

3. Licensee shall indemnify and save harmless Licensor and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Bin, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided.

4. Neither licensor nor its agents or employees shall be liable for any theft or damage to any property stored in the Bin unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Bin at Licensee's own risk, including, without limitation, the possibility that the Bin may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances shall the licensor or its agents be deemed to act as Licensee's bailee.

5. Licensee represents that it has made a thorough inspection of the Bin and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Bin. Licensee shall repair all damage to the Building and the Bin by the moving of its property, furniture or equipment.

6. Licensor shall not provide any services to the Bin, except lighting on the floor in which the Bin is located and elevator service. Licensee shall keep the Bin clean. Licensee shall have access to the Bin only from 9:00 A.M. to 10:00 P.M., seven days a week.

7. This Agreement shall inure to the benefit of the Licensor's successors and assigns and may not be modified except by a writing signed by the party to be charged.

8. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Bin until Licensee cures such default, or (ii) terminate this Agreement by the giving of written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

9. Licensee shall, at all times, use the Bin only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to Law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Bin. Licensee, its servants, employees, agents, visitors and licensees shall observe

faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.

10. Licensor or its agents shall have the right (but not the obligation) to open the Bin in an Emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Bin or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

11. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement or of any of the rules or regulations adopted by Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

12. Notwithstanding anything to the contrary set forth herein, in the event Licensee desires to assign this Agreement, such assignment shall comply with the then requirements of Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. Licensee may permit use of the Bin by others than the Permitted Users only with the consent of Licensor.

13. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Declaration.

14. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the Licensee.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

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

LICENSOR:

Condominium Board of Managers of
422 West 20th Street Condominium

By: _____
Name:
Title:

LICENSEE:

_____

EXHIBIT "22"

ALTERATION AGREEMENT

ALTERATION AGREEMENT

THIS AGREEMENT made as of this _____ day of _____, _____ by and between The Board of Managers of 422 West 20th Street Condominium (the "Board") having an address at 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York 10011, 420 West 20th Street, LLC ("Sponsor"), having an address c/o The Brodsky Organization, LLC, 400 West 59th Street, New York, New York 10019 and _____ (the "Unit Owner") having an address of 422 West 20th Street, a/k/a 420-424 West 20th Street, Unit __, New York, New York 10011 (the "Property").

W I T N E S S E T H:

WHEREAS, pursuant to a declaration dated _____ (the "Declaration"), Sponsor submitted the Property to a condominium regime known as 422 West 20th Street Condominium (the "Condominium").

WHEREAS, pursuant to the Declaration and the by-laws of the Condominium (the "By-Laws"), Unit Owner has requested permission to install equipment and/or make alterations in Unit ____ (the "Unit") the building situated on the Property (the "Building"); and

WHEREAS, at least until such time as Sponsor obtains the permanent certificate of occupancy for the Building, Sponsor's employees, agents, contractors, subcontractors and suppliers or any of their employees (collectively "Sponsor's Contractors") will be performing work in or delivering material to the Building.

WHEREAS, the Declaration and By-Laws provide that no equipment shall be installed and no alterations shall be made in the Unit without the consent of the Board; and

WHEREAS, Unit Owner desires to obtain such consent;

NOW, THEREFORE, the parties agree as follows:

1. Unit Owner's Submissions. Together with this Agreement, Unit Owner is delivering to the Sponsor and the Board:

   a. detailed plans, drawings and specifications for the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Sponsor and/or the Board, have been prepared by a licensed architect or engineer. Such plans, drawings and specifications include a room by room list of the equipment to be installed and the alterations to be made.

   b. a check in the sum of $_____ payable to the Board for the security deposit required to be posted by Unit Owner as provided for in Section 13 of this Agreement (and/or such alternate form of security as may be required by the Board).

c. a check in the sum of $_____ payable to Sponsor, managing agent for the Building (the "Managing Agent"), as a processing fee in connection with this Agreement.

2. Review of Plans, Drawings and Specification. The plans, drawings and specifications submitted by Unit Owner shall be subject to review and approval by Sponsor and/or the Board, in their sole discretion, and may be subject to review and approval by Sponsor's and/or the Board's architect or engineer (collectively the "Designated Engineer") in the sole discretion of Sponsor or the Board, and Unit Owner shall make such changes in and to such plans, drawings and specifications as Sponsor, the Board or the Designated Engineer shall require in order to obtain such approval, including, without limitation, such changes as may be required to minimize noise or vibrations to surrounding portions of the Building. The term "Plans" as used in this Agreement shall refer to the plans, drawings and specifications as approved in writing by the Sponsor and/or the Board and the Designated Engineer and the term "Work" shall refer to the work called for by the Plans or any other work performed by or on behalf of Unit Owner. After approval by the Sponsor and/or Board and the Designated Engineer, the Plans shall not be modified without the approval of the Sponsor and/or the Board and the Designated Engineer. Notwithstanding any approval of the Plans by the Sponsor and/or Board or the Designated Engineer, Unit Owner shall be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building and for compliance with applicable laws and codes.

The execution of this Agreement by the Sponsor and the Board does not constitute consent to the work called for by the plans, drawings and specifications submitted by Unit Owner, and the Sponsor and the Board retains all of its rights under this Agreement and the By-Laws to withhold consent. Only written approval of such plans, drawings and specifications as provided for above shall constitute the Sponsor's and Board's consent to the Work called for by the Plans, and any such consent shall be subject to the terms of this Agreement.

3. Pre-Conditions to Commencement of Work by Unit Owner. Unit Owner shall not commence the Work unless and until all of the following has occurred:

a. The Sponsor and the Board and the Designated Engineer, as same may be required, shall have approved in writing the plans, drawings and specifications submitted by Unit Owner, and Unit Owner shall have received a copy of such approvals.

b. Unit Owner shall have submitted to Sponsor and the Board: (i) a designation of the general contractor or construction manager (collectively the "General Contractor") which will be principally responsible for the Work, which designation shall authorize the General Contractor to submit the information more particularly described on the letter annexed hereto as set forth on Exhibit A annexed hereto (the Contractor's Instructions"), (ii) complete copies of all agreements entered into with the General Contractor and all other such contractors, subcontractors and suppliers pertaining to the Work (collectively the

"Subcontractors"), (iii) other than the communications required to be made by the General Contractor in accordance with the terms of the Contractor's Instructions, the name of the party solely authorized to communicate with Sponsor, the Board and the Managing Agent (the "Owner's Representative") (e.g. Owner, General Contractor, Owner's architect) and (iv) telephone numbers for the Owner, the General Contractor and the Owner's Representative, if different from the foregoing. Prior to the commencement of the work, the General Contractor and the Subcontractors shall have been approved in writing by the Board. Notwithstanding the foregoing (i) prior to the issuance of a permanent certificate of occupancy for the Building, Sponsor may require that Work relating to the structural electrical, mechanical, plumbing, sprinkler or HVAC systems of the Building (collectively the "Building Systems") be performed by contractors designated by Sponsor. After the issuance of a permanent certificate of occupancy for the Building, the Board may require that Work relating to the Building Systems be performed by contractors designated by the Board.

c. Unit Owner shall have made all required filings with, and received all required permits, approvals, licenses and consents from, all governmental agencies having jurisdiction over the Work (collectively the "Governmental Authorities") including, but not limited to, the New York City Buildings Department, the New York City Fire Department and the Landmarks Preservation Commission, and Unit Owner shall have furnished copies of all such filings, permits, approvals, licenses and consents to Sponsor and to the Board. The determination of the Designated Engineer as to the need for any such filing, permit, approval, license or consent shall be conclusive. As a prerequisite to its approval of the Plans and Specifications, Sponsor and/or the Board may require Unit Owner to furnish a letter from Unit Owner's licensed architect or engineer, certifying that the electrical loads required as a result of the Work, will not adversely affect the Building's electrical service and certifying to such other matters as Sponsor and the Board may require. Sponsor may require that Unit Owner utilize a filing representative or expediter designated by Sponsor to file the Plans and Specifications with the Governmental Authorities.

d. Unit Owner shall have caused each of its contractors to furnish to the Board the insurance policies described on Exhibit B attached hereto or certificates thereof. Such policies (i) shall name the Condominium, the Board, the Board's officers and directors, the Designated Engineer, the Managing Agent, Sponsor and the other Unit Owners, as parties insured, (ii) shall be issued by companies reasonably acceptable to the Board and (iii) shall provide that they may not be cancelled or terminated without at least ten (10) days prior written notice to the Board. Unit Owner shall cause all such insurance policies to be kept in full force and effect until the completion of the Work. In the event that such insurance lapses prior to the completion of the Work, Sponsor and/or the Board will have the right to suspend the Work until Sponsor and/or the Board receives evidence of appropriate insurance and approves such insurance. Sponsor and/or the Board reserves the right to revise the parameters and scope of the insurance requirements

from time to time. Unit Owner and the General Contractor shall be advised, writing, of any such changes.

e. If requested, the Unit Owner's architect or engineer shall have provided to the Board evidence of professional liability insurance in amounts reasonably acceptable to the Board.

f. The Unit Owner's architect or engineer shall have prepared and submitted to the Sponsor and the Board a schedule of all Work to be performed by the General Contract and each Subcontractor, setting forth the number of weeks and days of the various trades, the anticipated number of workmen involved and affirming that the work can be completed within the time allotted under Paragraph 5d hereof.

g. The General Contractor will be required to attend a start-up meeting approximately two (2) weeks prior to the commencement of the Work. At this meeting the General Contractor will be introduced to Sponsor and other members of the project team. The agenda for the meeting will include a review of the requirements of this Agreement and the General Contractor's construction plan as well as collection of payment to Sponsor of any charges or deposits due hereunder.

4. Unit Owner to Give Notice Prior to Commencement of Work. Prior to commencing the Work, the Owner's Representative shall give at least five (5) days' prior written notice to the Designated Engineer, the resident manager or superintendent of the Building and the Managing Agent of the date on which the Work will commence and the estimated duration of the Work.

5. Performance of the Work.

a. In General. Unit Owner shall perform the Work strictly in accordance with the Plans in a first-class, workmanlike manner in keeping with the standards of the Building and shall not perform any Work not called for by the Plans. All materials shall be new and of high quality. In performing the Work, Unit Owner shall comply with (i) all applicable laws and codes, (ii) the requirements of all insurance policies covering the Work, the Unit or the Building, (iii) this Agreement, (iv) the By-Laws, (v) the Rules and Regulations of the Condominium, (vi) the requirements of Sponsor and the Board and (vii) any directions given by the Managing Agent, the Designated Engineer or the resident manager or superintendent of the Building. The Work will not compromise the energy efficiency or increase the energy consumption of the Building, change the number of zoning rooms located within the Unit or materially delay the issuance of a permanent Certificate of Occupancy for the Building without the consent of Sponsor prior to the issuance of the permanent Certificate of Occupancy or the consent of the Board, after the issuance of the permanent Certificate of Occupancy.

b. Work Hours and Noise. Unit Owner shall perform the Work diligently and in a manner so as not to disturb other residents of the Building. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of ___ a.m. and ____ p.m.; provided however, that any noisy work which may disturb other residents shall not be performed before ___ a.m. The Work shall not be performed on weekends or holidays. Sponsor until there are no remaining Unsold Units, and thereafter the Board, shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

c. Licensing and Labor Harmony. The General Contractor and the Subcontractors, if any, shall be duly licensed to the extent required by applicable law and Unit Owner shall cause its General Contractor and the Subcontractors, to employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. Unit Owner, the General Contractor and the Subcontractors, expressly acknowledge that Sponsor's contractors and subcontractors will be engaged at the Property to finish construction of the Proposed Renovations (other than the Unit) (the "Sponsor's Work") and Unit Owner, the General Contractor and the Subcontractors agree (i) that they the Sponsor's Work shall have priority over the Work and (ii) Unit Owner, the General Contractor and the Subcontractors must coordinate the Work with Sponsor so that no disruption of the Sponsor Work occurs. In the event such disruption occurs, Sponsor reserves the right to immediately close Unit Owner's job site. During all periods of construction, the General Contractor shall conduct or cause to be conducted all labor practices and relations with employees and subcontractors in such a manner as to avoid all strikes, picketing and boycotts of, on or about the Building. The General Contractor further agrees that if during the period of construction any of its employees or employees of its subcontractors strike, or if picket lines or boycotts or other visible activities objectionable to Sponsor are conducted or carried out by or against Sponsor, its contractors or subcontractors or any of their respective employees, on or about the Building or otherwise involving Sponsor, the General Contractor shall (or Sponsor may, but shall not be obligated so to do) immediately close Unit Owner's job site and remove or cause to be removed all personnel therefrom until the dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Sponsor's satisfaction.

d. Required Completion Date. Unit Owner shall cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed on or before the date (the "Required Completion Date") which is ___ days (excluding weekends and holidays) after the commencement of the Work. If the Work (other than decorative work as aforesaid) shall not be completed on or before the Required Completion Date, Unit Owner shall pay to the Board, as liquidated damages on account of late completion, the sum of $____ per day (excluding weekends and holidays) until the Work is completed. The determination of whether the Work is completed shall be made by the Sponsor until such time as there are no longer any Unsold Units and thereafter by the Board, and such determination shall be conclusive. The work shall diligently

proceed to completion in compliance with all plans and specifications and in conformity with all permits and licenses of any governmental authority. All time limitations set forth in this paragraph shall be subject to extension for delays caused by or attributable to acts of God, unusual weather conditions or strikes not attributable to Unit Owner or Unit Owner's General Contractor or Subcontractors or other agents bad faith, no to exceed forty-five (45) calendar days. Notwithstanding the foregoing, if, within six (6) months prior to the expiration of the temporary Certificate of Occupancy, the Board or Sponsor, in their sole discretion, determines that the progression of the Work is such that there is a potential to delay or otherwise hinder the issuance of the permanent Certificate of Occupancy for the Building, the Board or Sponsor, as the case may be, undertake to perform, a Unit Owner's sole cost and expense, those items of work necessary to be completed for the issuance of the permanent Certificate of Occupancy.

e. Evidence of Completion. Upon completion of the Work, Unit Owner shall obtain and deliver to Sponsor and the Board (i) a certificate from the architect or engineer who prepared the Plans certifying that the Work has been completed in accordance with all applicable laws and codes and the Plans, and (ii) all required final governmental signoffs and approvals, including if Sponsor or the Board shall require, an amended certificate of occupancy and a certificate from the Board of Fire Underwriters. The determination of the Sponsor, until such time as there are no longer any Unsold Units and thereafter the Board, as to whether the Work has been completed and/or the need for an amended certificate of occupancy and/or any other applicable governmental signoffs and approvals shall be conclusive.

f. Security Personnel. The Board shall have the right, at the sole cost and expense of the Unit Owner, to install or engage or require the Unit Owner to install or engage, security systems or personnel to ensure the safety and well being of persons and property in the Condominium.

g. "As-Built" Drawings. Upon completion of the Work, the Unit Owner shall provide the Board with an "as-built" set of drawings for the Unit.

h. Confidentiality. Any and all knowledge, information, data, materials, trade secrets and work product regarding the Building, obtained, produced, generated or otherwise acquired by Unit Owner or the General Contractor or their agents, employees and Subcontractors shall be confidential.

6. Inspection and Correction of the Work. Sponsor and the Board shall have the right from time to time to inspect or observe the Work and to ensure compliance with the terms of this Agreement, and for this purpose Unit Owner shall provide access to the Unit to Designated Engineer, the Managing Agent, the resident manager or superintendent of the Building, or any other person Sponsor or the Board may authorize. The General Contractor shall be required to conduct a walkthrough with Sponsor and/or the Board for the purpose of observing the construction of the demising wall and perimeter wall assemblies. After the installation of all framing, insulation and vapor barriers General Contractor shall notify Sponsor and the Board and schedule a walkthrough to observe

such portion of the Work. The General Contractor may not proceed with installation of gypsum board until written approval of Sponsor and the Board is received. Unit Owner shall promptly make all corrections required by Sponsor or the Board in order to conform to the Plans and the other requirements of this Agreement. If Sponsor or the Board so requires, such corrections shall include the removal and replacement of non-conforming work. Sponsor's or the Board's failure to inspect shall not be considered a waiver of Unit Owner's obligation to comply with this Agreement. If Unit Owner or the General Contractor observes or otherwise becomes aware that the Work or any of their contract documents are at variance with each other or applicable laws, statutes, ordinances, building codes and regulations in any respect or otherwise are inconsistent, the General Contractor shall promptly notify Sponsor and the Board. If, in the sole judgment of Sponsor or the Board, an Emergency exists with respect to the Work, which in Sponsor's or Board's opinion requires immediate corrective action, then Sponsor may, without notice to Unit Owner's Contractor, perform such corrective work or cause it to be performed by others. In such case, any costs (including general conditions and fees) arising from such corrective work will be borne by Unit Owner and/or General Contractor.

7. Damage or Adverse Effect Caused by the Work. Unit Owner shall be responsible for any damage to or any other adverse effect upon the Unit or the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, Sponsor and/or the Board may (a) require Unit Owner, at its expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at Unit Owner's expense.

Unit Owner acknowledges that the performance of the Work shall in no event cause any environmental hazards in the Units or the Common Elements (including, without limitation, any environmental hazards such as mold or other bacterial contamination) and that the Unit Owner is obligated at all times (both during and after the performance of the Work) to maintain the appropriate temperature and humidity in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units. In the event a Unit Owner fails to so maintain the Unit, such Unit Owner may be liable for any damage arising from such failure, including, without limitation, any claims pertaining to environmental hazards such as mold or other bacterial contamination.

Without limiting the generality of the foregoing, Unit Owner specifically acknowledges that this Section 7 shall be applicable to any damage to the carpeting, wallcoverings or other finishes in the Building's hallways, elevators and other common areas (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged).

If the Managing Agent advises Unit Owner of any damage which, in the Managing Agent's opinion, was caused by the Work, Unit Owner shall promptly submit a claim to Unit Owner's insurance carrier and to Unit Owner's contractor for submission to its insurance carrier, and Unit Owner agrees to use all reasonable efforts, and to cause its

contractor to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this paragraph shall not limit Unit Owner's liability under this Section 7.

8. Indemnification and Release by Unit Owner. Unit Owner shall indemnify and hold harmless Sponsor and Sponsor's principals, employees, agents, the Board, the Board's officers, directors and Unit Owners, the Designated Engineer, the Managing Agent, and the other Unit Owners and residents of the Building (the "Indemnified Persons") against any loss, cost, claim, damage (including damage to persons or property) or expense arising out of or related to the Work or any act or omission of Unit Owner, the General Contractor or any Subcontractors, architects, engineers or consultants, including reasonable attorneys fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon. Unit Owner releases the Board, the Sponsor, the Managing Agent and the agents and employees of the foregoing from any from any liability for damage to the portions of the Unit affected by the Work. Notwithstanding anything to the contrary contained in the By-Laws, the Unit Owner accepts sole responsibility for the work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Unit affected by the Work, and acknowledges that such responsibility shall pass to the Unit Owner's successor-in-interest in the Unit. Unit Owner shall also be responsible to deliver to the Board a written agreement in the form of Exhibit C hereto in which Unit Owner's General Contractors agree that they will not make claims for damage within the perils of the insurance referred to in this Agreement and will defend, indemnify and hold harmless the Board, the Board's officers, directors, Sponsor, unit owners, agents, partners, servants, employees, tenants, guests, licensees, invitees and their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners (collectively, the "Indemnitees"), against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the Work unless such injury or loss of life or loss or damage to property was caused by the willful misconduct or gross negligence of the Indemnitee.

Unit Owner hereby acknowledges that it is a condition of this Agreement that no Work may be performed by, or on behalf of Unit Owner until Sponsor, in its sole discretion, determines that the commencement of the Work will not interfere with Sponsor's Work and Sponsor notifies Unit Owner of said determination in writing. At Closing, Unit Owner has accepted the Unit from Sponsor in its "as is" condition. Upon commencement of the Work, Unit Owner releases Sponsor and the Board from any and all obligation to perform any additional work in the Unit, including, without limitation, weather tightness of windows, exterior walls or roofs, and work of a "punch list" nature. In furtherance thereof, Unit Owner expressly agrees to release and forever discharge Sponsor and its successor and/or assigns and the Board, from all manner of actions, causes of action, suits, debts, dues, sums of money, damages, claims and demands whatsoever in law or equity, which Unit Owner, its successors and assigns ever had, now have, or may have, now or hereafter upon or by reason of any matter arising from or out of the Work to the Unit.

9. Unit Owner to Bear All Costs Associated with Work. Unit Owner shall be responsible for all costs incurred by Unit Owner, Sponsor or the Board in connection with the Work or this Agreement, including, without limitation, the fees and disbursements of any attorney, architect, engineer, consultant or security personnel retained by the Board, the Sponsor or the Unit Owner in connection with the Work or this Agreement. Without limiting the generality of the foregoing, Unit Owner specifically agrees to reimburse Sponsor and/or the Board for all charges of the Designated Engineer for the review of the plans, drawings and specifications submitted for inspection of the Work or otherwise related to the Work or this Agreement. Waivers of the right to lien or otherwise encumber the Building shall be obtained from the General Contractor and all Subcontractors. However, if for any reason whatsoever, any lien is filed for work done, or material alleged to have been furnished in connection with the Work, Unit Owner shall at its sole expense cause such lien to be bonded or otherwise discharged within twenty (20) days after learning of the existence of such lien. If Unit Owner fails to do so or otherwise defaults hereunder, the Board may pay or bond such lien and otherwise exercise all rights and remedies reserved to it in this Agreement and the By-laws as and for a default thereunder.

10. Additional Requirements.

a. No Change in Building Heating or Air-Conditioning. Unit Owner recognizes that there will be no change in the operation of the Building's heating system or air-conditioning system to facilitate the functioning of any heating or air-conditioning units which Unit Owner may be installing other than stoppages approved by Sponsor or the Board in order to facilitate and enable Unit Owner to hook-up to the Building's heating and air conditioning systems and or sprinkler system. The General Contractor shall submit to Sponsor a plan and anticipated schedule of any required shut downs, drain downs, etc., of the Building's existing systems prior to the commencement of their work. Failure to submit this plan shall cause the General Contractor to be accountable for all extra costs associated with delays to reschedule shut downs, drain downs, etc., should they occur.

No utility interruption will be permitted without written approval from Sponsor and/or the Board. General Contractor is required to give Sponsor and/or the Board at least seventy-two (72) hours notice before any Building or utility service interruption which affects occupied and unoccupied areas. Each request for such interruption will indicate estimated downtime.

Sponsor and or the Board will schedule the appropriate personnel to perform all drain downs and recharging of building systems. The cost of all services provided by the appropriate personnel shall be paid in advance to Sponsor prior to the commencement of any work. The minimum charge for each and every drain down and recharge will be $500.00.

b. Prohibited Construction Methods. Unit Owner shall not interfere with the Building's intercom, gas, electric, heating, air-conditioning or plumbing system, sprinkler system or any other Building system or service. Unit Owner shall not

penetrate any exterior Building wall, attach fasteners in any manner or the exterior building facade or use any pneumatic or power tool such as hammers or other tools which cause excessive vibrations, except with the consent of Sponsor or the Board. Flammable materials are not to be stored within the Building. They must be used and removed the same day.

c. Accessibility of Valves. Unit Owner shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then Sponsor or the Board may (i) require Unit Owner, at its expense, promptly to remove such enclosure and/or (ii) remove such enclosure at Unit Owner's expense.

d. Use of Public and Common Areas During Work. Unit Owner shall not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris. Electrical and other utility receptacles in the Common Areas may not be utilized to perform any work or power any equipment employed in connection with the Work. Unit Owner shall cause its contractor to cover with construction paper the floor of any back hall to be used in connection with the Work and shall also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wallcoverings or other finishes in the Building's hallways, elevators and other common areas. Only the service elevators may be utilized by for the delivery of materials or supplies.

e. Parking. Parking in front of the Building or in its driveways is strictly prohibited. General Contractor must enter the Building through the designated construction entrance only. No other means of entry shall be permitted. The General Contractor will be expected to check in at the location to be designated by Sponsor or the Board and obtain the required authorization to enter the Building in compliance with the procedures and requirements of Sponsor and the Board. In the event that employees, agents or Subcontractors of General Contractor are in the Building without proper authorization, such individuals will be asked to leave.

f. Safety Precautions. Unit Owner shall maintain functioning fire extinguishers and smoke alarms in the Unit throughout the prosecution of the Work. Unit Owner shall insure that the Work does not block access to any fire exits in the Building. Unit Owner shall install smoke detectors within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and if a child 10 years old or under lives in the Unit. Unit Owner shall install window guards pursuant to Section 131.15 of the New York City Health Code.

Hard hats must be worn by all construction personnel at all times. Only work shoes or shoes with leather soles will be permitted in the Building. No personnel wearing gym shoes or soft rubber shoes will be allowed into the Building.

The General Contractor shall abide by all other written safety policies or directives established by Sponsor or the Board. The General Contractor is

required to establish a written safety program for its operations, as well as the operations of any of its Subcontractors. Such safety program shall be available at the job site for inspection by Sponsor and the Board. Any accidents or injuries that occur on the construction site, no matter how minor, must be reported to Sponsor and the Board within twenty four (24) hours of the occurrence. If an accident or injury occurs due to the existence of a dangerous condition, the General Contractor shall take immediate steps to secure the area in order to protect others from further injury.

g. Unit Owner to Control Refuse, Dirt, Dust. Unit Owner shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and shall place all materials and rubbish in barrels or bags before removing the same from the Unit. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Unit and taken out of the Building at Unit Owner's expense and removal of trash containers shall be scheduled for after 3:30 p.m. unless otherwise directed by the Board, but in no event shall such removal interfere with regularly scheduled building operations. Unit Owner acknowledges and agrees that the trash chute may not be used for such removal and recognizes that only the service elevator may be used for such removal and only at such times as the resident manager or superintendent of the Building may direct. Unit Owner shall not permit any dumpster or garbage container to be left outside of the Unit without the written consent of Sponsor or the Board. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits. In the event that Sponsor determines that it is reasonably necessary, Sponsor shall have the option to coordinate and perform trash removal from a central location on individual floors and, in that event, General Contractor will be responsible for its share of the cost thereof, which shall be billed on a regular basis.

h. Installations by Unit Owner. Unit Owner agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by Sponsor or the Board for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of Unit Owner.

i. Deliveries to the Property. Under no circumstances will deliveries be allowed to the Building unless General Contractor has secured the prior written consent of the Sponsor, or the Board, at such time as Sponsor has secured a permanent certificate of occupancy for the Building. In addition, all materials must be delivered to the area of the Building as designated by the Board to the Unit Owner.

The General Contractor must be at the Property at the scheduled time of delivery. The delivery vehicle will be allowed to remain at the Property for the time allotted by the prior written consent. No materials will be accepted or unloaded by any person other than those associated with the General Contractor. Under no circumstances can materials be stored for any length of time at the Property.

Delivery vehicles will not be allowed at any time to park, stand, stage, load or unload on any of the streets or alleys adjoining the Building.

If the General Contractor fails to appear at the Property and/or completely unload the delivery within the allotted time, the delivery truck driver will be instructed to leave the Property and the General Contractor will be responsible for any re-delivery charges. Sponsor reserves the right to amend and revise the delivery procedures at any time and from time to time.

j. Use of Elevators. The access to and use of the elevator for the delivery of supplies and materials must be requested no less than forty-eight (48) hours in advance of the time that such access and use is required. The request must indicate the period of time that the elevators will be "booked." Unit Owner will be responsible for all costs associated with the operation of the elevator and/or hoisting charges for the period requested. The allocation of elevator "time" shall be made by the Managing Agent, in its discretion, subject to the availability of elevators, but in no event shall such access and use interfere with regularly scheduled building operations.

k. On-Site Supervision. The General Contractor- shall maintain supervisory personnel on-site at all times when the General Contractor has work in progress on-site. Such personnel shall be (i) fully empowered to coordinate and direct the work of its forces and subcontractors, (ii) trained as safety officers and (iii) in numbers sufficient to properly supervise all work.

l. Adjacent Premises. The Board may require that Unit Owner give not less than fourteen (14) days' written notice, setting forth the date the Unit Owner plans to commence the Work and the duration of the Work, to residents in the Units that are adjacent to, above and below the Unit (the "Adjacent Premises") in the form of Exhibit "D" hereto, a copy of which shall be delivered to the Managing Agent or such other form then adopted by the Board,.

11. Unit Owner to Comply with Laws, etc. Unit Owner shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, casualty or other insurance policies carried by Unit Owner or for Unit Owner's benefit. Unit Owner shall comply with all federal, state and local laws, rules and regulations pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material.

12. Maintenance and Repair of the Work. Notwithstanding anything to the contrary contained in the By-Laws, Unit Owner shall be responsible for the maintenance, repair and replacement of the Work and any portions of the Unit affected by the Work, and for all costs incurred by Sponsor or the Board or Unit Owner in connection therewith. Furthermore, Unit Owner releases the Board, the Managing Agent, Sponsor, Sponsor's agents and employees and the Board's agents and employees from any liability for damage to the Work or any portion of the Unit affected by the Work however arising.

13. Unit Owner's Security Deposit. As security for the faithful performance and observance by Unit Owner of the terms and conditions of this Agreement, Unit Owner has deposited the sum indicated in Section l(b) with the Board and/or provided payment and performance bonds and maintenance bonds in an amount established by the Board. Unit Owner agrees that the Board may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Board under this Agreement as determined in the discretion of the Board. If the deposit is diminished by one-half of the original amount, Unit Owner shall replenish it to the full amount within (3) days after written demand. Unit Owner's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle Sponsor or the Board to stop the Work, and/or exercise any remedies it has hereunder. If Unit Owner shall comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to Unit Owner after completion of the Work. The Board's release of the security deposit shall not constitute acceptance of the Work by Sponsor or the Board or a waiver of any of Sponsor or the Board's rights under this Agreement. Any sums due to the Board under this Agreement and not recovered by application of the security deposit shall be deemed obligations chargeable and collectable as additional common charges to Unit due by Unit Owner to the Board pursuant to the By-Laws.

14. Security; Construction Locks. It shall be the General Contractor's responsibility to safeguard its own materials, tools and equipment at all times and to bear the risk of loss and/or damage thereto, and General Contractor hereby waives any claims against any property damage insurance coverage of the Building, Sponsor or the Board. Construction locks will be required and must be provided by the General Contractor. One key to the Unit must be provided to Sponsor and /or the Board for access to the Unit.

15. Miscellaneous. This Agreement represents the only agreements between Sponsor, the Board and Unit Owner relative to the subject matter hereto. Sponsor and the Board reserve the right to update and amend the requirements governing the Work from time to time. Any changes will be provided to Unit Owner and General Contractor and General Contractor will be required to acknowledge receipt of such update(s). This Agreement may not be changed orally. None of Sponsor, the Board, Manager or Managing Agent or any of their principals, agents, employees, contractors or subcontractors, will be responsible for failure or inefficient performance of Building Services to the Unit resulting from the Work. Unit Owner acknowledges that it has not relied upon any representations, warranties, architect's plans or statements of any nature whatsoever, whether written or oral, made by Sponsor, Sponsor's selling agent, the Managing Agent, or otherwise, including, without limitation, any representations, warranties, architect's plans, statements or estimates relating to the cost, feasibility, safety or compliance with all legal requirements pertaining to the Work, it being understood that approval of the Plans by Sponsor or the Board is not an express or implied warranty as to any such matter. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement. SPONSOR, THE BOARD,

UNIT OWNER AND GENERAL CONTRACTOR WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT.

16. Notices, Assignment. Any notice, request, consent or other communication hereunder shall begin in writing and sent by registered mail or certified mail, to Unit Owner at the address given at the beginning of this Agreement and to Sponsor and Board at the respective address given at the beginning of this Agreement, with a copy, in each case to Stroock & Stroock & Lavan LLP, 180 Maiden Lane New York, New York 10038, Attn: Michel Evanusa, Esq., or to such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. If, at any time, Unit Owner shall require the consent or approval of Sponsor or the Board to any proposed action hereunder, Unit Owner shall make a written request therefor, requesting such consent or approval. In no event whatsoever may Unit Owner rely on any consents, approvals, communications, statements or notices given by any person (including, without limitation, the Managing Agent or the resident manager or superintendent of the Building or any representative of either) who is not a member of Sponsor, or the Board or which are not in writing. This Agreement may not be assigned by Unit Owner.

17. Amendment to Condominium Documents. If the Work involves the combination or subdivision of a Unit or Units, upon completion of the Work and upon receipt of all applicable certifications and approvals, the Board agrees to amend the Declaration of the Condominium ("Declaration") and the Condominium Floor Plans ("Floor Plans") to reflect the modifications to the Unit. Unit Owner agrees to provide the Board with all information and execute all documentation required to amend the aforesaid documents and to pay all costs incurred by the Board or otherwise associated with the amendment of the Declaration and Floor Plans.

18. Assumption by Purchaser. The Unit Owner (a) shall advise the person or persons to whom it transfers the Unit ("Purchaser") of the Work undertaken by the Unit Owner pursuant to this Agreement; (b) shall provide copies of the Plans and this Agreement to the Purchaser; and (c) shall cause the Purchaser to execute and deliver to the Condominium Board an agreement substantially in the form of Exhibit C hereto pursuant to which the Purchaser shall assume all of the obligations of Unit Owner under this Agreement, including the obligation under this Section with respect to any transfer of the Unit by the Purchaser.

The Unit Owner hereby waives any claim against the Condominium Board on account of (a) the Condominium Board advising a potential Purchaser of the provisions of this Agreement, including this Section and/or (b) refusing to accept the sales package with respect to its waiver of its right of first refusal unless and until such potential Purchaser shall execute and deliver to the Condominium Board an agreement in the form of Exhibit C hereto.

19. Unit Owner's Breach and Board's and Sponsor's Remedies. Any breach by Unit Owner of any of the provisions of this Agreement shall constitute a breach of the Declaration

and By-Laws and shall entitle the Board to exercise all of the rights and remedies therein provided. In addition, the Board shall also have the right (a) to suspend the Work and prevent workers from entering the Unit for any purpose other than to remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to complete or remove all or any part of such Work and restore the Unit to its condition prior to the commencement of the Work at Unit Owner's sole cost and expense, and/or (d) to exercise any of the rights and remedies provided for herein. The remedies provided for herein and in the By-Laws shall not be exclusive and the Board shall also be entitled to exercise any of the remedies provided by applicable law.

The Board and Unit Owner acknowledge that Sponsor is the Sponsor of the offering plan for the Property, pursuant to which Sponsor has certain obligations to complete the Building and that a breach by Unit Owner of any of the provisions of this Agreement could adversely affect Sponsor's ability to perform its obligations. Accordingly the Board hereby assigns to Sponsor all of the rights of the Board pursuant to the Declaration and the By-Laws as may asserted with respect to the Work and this Agreement until such time as Sponsor has obtained a permanent certificate of occupancy for the Building. Until such time as Sponsor has obtained a permanent certificate of occupancy for the Building, the Board shall not consent to any request hereunder which would have the effect of delaying or interfering with or increasing the cost to perform the Sponsor's Work.

Notwithstanding anything to the contrary set forth herein, to the extent notices or documents are required to be delivered to Sponsor or the consent or approval of Sponsor is required hereunder, such delivery, consent or approval shall not be required after such time as Sponsor no longer owns any Unsold Units in the Building. Sponsor, in its sole discretion, may waive its right, in writing, to receive notices or give approvals or consents hereunder.

IN WITNESS WHEREOF, Unit Owner, Sponsor and the Board have executed this Agreement.

THE BOARD OF MANAGERS
OF 422 WEST 20TH STREET CONDOMINIUM

By: _____
Name:
Title:

420 WEST 20TH STREET, LLC

By: _____
Name:
Title:

UNIT OWNER:

_____

EXHIBIT A

Date: _____

The Board of Managers
of the 422 West 20th Street Condominium
c/o 422 West 20th Street, a/k/a 420-424 West 20th Street
New York, New York 10011

Re: Unit ___ (the "Unit")
_____ (the "Unit Owner")
422 West 20th Street Condominium (the "Condominium")
422 West 20th Street, a/k/a 420-424 West 20th Street
New York, New York 10011 (the "Property")

Ladies and Gentlemen:

The undersigned acknowledges being the general contractor for the Work to be performed in the referenced Unit ("Contractor") pursuant to the Plans, as such terms are defined in the alteration agreement (the "Alteration Agreement") entered into between The Board of Managers of the Condominium (the "Board"), the above referenced Unit Owner and 420 West 20th Street, LLC ("Sponsor") Contractor acknowledges that it has received a copy of the Alteration Agreement (including. without limitation, the Contractor's Instructions annexed thereto), the Declaration, By-Laws and rules and regulations of the Condominium (collectively the "Requirements") and has reviewed the Requirements, understands them and will in all cases abide by all of the terms, conditions and requirements contained herein while completing the Work at the Building on behalf of Unit Owner. Contractor will be responsible for conveying these Requirements to any of its employees, suppliers and subcontractors who will be bound by these Requirements. Contractor will incorporate by reference the terms hereof into any contract or agreement with any Subcontractor employed by or retained by Contractor in connection with the Work and will deliver copies of all such subcontracts to the Board and/or Sponsor upon request. In all cases, Contractor will be solely responsible for the compliance by its employees, suppliers and subcontractors with the Requirements

Contractor agrees that it will not make any claim against, or seek to recover against the Board, the Board's officers, directors, Sponsor, other unit owners, servants, agents, partners, guests, licensees, invitees, tenants or employees or any of their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners of the foregoing (collectively, the "Indemnitees") for any damage to persons or property by the perils within the scope of the policies described in the Alteration Agreement, unless the loss or damage is due to the gross negligence or willful misconduct of the Indemnitees. Contractor further agrees to defend, indemnify and hold harmless the Indemnitees against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in anyway relating to the performance of the Work, unless such injury or loss of life or loss or damage to property is caused by the gross negligence or willful misconduct of the Indemnitees.

Contractor agrees:

(A) Contractor will, prior to the commencement of the Work, shall have submitted to the Board a list containing the names of all contractors, subcontractors and suppliers (collectively the "Subcontractors') which will be performing the Work or providing materials and supplies with respect thereto. Such list (the "Subcontractor's List") must be updated within forty-eight hours after any additional Subcontractors are engaged or retained. The General Contractor must submit notification to the Managing Agent (each a "Notice") containing the name of any Subcontractor requiring access to the Property in furtherance of the Work, no less than forty-eight (48) hours in advance of the time that such access is required. The Notice shall include (a) the list of the individuals employed by the Subcontractor (the "Subcontractor's Employees") and (b) the period of time that the Subcontractor seeks to "book" the elevators to bring the Subcontractor's Employees and materials and supplies to the Unit. No Subcontractor will be permitted access to the Building unless the name of such Subcontractor is on the Subcontractor's list and a copy of the subcontract for such Subcontractor has been provided to the Board. The General Contractor acknowledges that the allocation of elevator "time" shall be made by the Managing Agent, in its discretion, subject to the availability of elevators.

(B) Each Subcontractor's Employee identified in the Notice will be given an access pass. Such pass must be worn by the Subcontractor's Employees whenever they are in the Building and must be returned at the end of each work day. All persons gaining access to the work site must wear hard hats and such other safety gear as may be required by Sponsor or the Board.

(C) The party to whom communications are required to be made hereunder and under the Alteration Agreement, including, without limitation, the submission of the Subcontractor's List and the Notices is _____. The Managing Agent reserves the right to change the aforementioned individual upon written notice to the General Contractor and Unit Owner.

Any terms not otherwise defined in this letter will have the meaning ascribed thereto in the Alteration Agreement. By execution of this letter below, the General Contractor hereby acknowledges and agrees to the foregoing and agrees to comply with those provisions of the Alteration Agreement which are the obligation of the General Contractor to perform.

[GENERAL CONTRACTOR]

By: _____
Name:
Title:

EXHIBIT B

Each of Unit Owner's contractors shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Board, licensed to do business in the State of New York, and all such policies shall name the Board, the Board's officers, directors and Unit Owners, the Designated Engineer, Sponsor and the Managing Agent as additional named insureds. No diminution of limits of insurance will be permitted.

(i) WORKER'S COMPENSATION as required by law together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.

(ii) COMMERCIAL GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Section 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B(l) is to be deleted). The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Board's consent.

$1,000,000 BODILY INJURY & PROPERTY DAMAGE1*
(combined single limit)

(iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage, as well as owned vehicles:

$1,000,000 BODILY INJURY & PROPERTY DAMAGE
(combined single limit)

(iv) UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

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1 Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

$3,000,000 COMBINED2*
(combined single limit)

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Board showing that such insurance is in full force and the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Board. The Contractor shall promptly furnish the Board with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Board shall have the right, at its option, at any time:

(a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or

(b) to take out and maintain the said insurance for and in the name of the Board, the Contractor or Unit Owner and, in such a case, Unit Owner agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Board to take out and maintain such insurance for and in the name of the Board, the Contractor or Unit Owner.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve Unit Owner from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

> This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.

Nothing in this Exhibit B shall constitute a waiver of or limitation of any other rights or remedies the Board may have for consequential damages or otherwise.

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[2] Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

EXHIBIT C

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the owner of Unit ____ in the building known as [420] West 20th Street Condominium and located at 422 West 20th Street, a/k/a 420-424 West 20th Street New York, New York 10011; and

WHEREAS, a prior owner of the Unit and the Condominium Board entered into an Alteration Agreement dated _____, ____ ("Alteration Agreement"), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring the Unit shall assume the obligations of the Unit Owner under the Agreement and (2) authorizes the Condominium Board not to accept the sales package in connection with its waiver of its right of first refusal unless and until such person assumes the obligations of the Unit Owner under the Agreement,

NOW, THEREFORE, in order to induce the Condominium Board to accept the sales package and waive its right of first refusal, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Unit Owner thereunder (including the provisions of Section 18 thereof pertain to future transfers).

Henceforth, the term "Unit Owner" as used in the Alterations Agreement shall include the undersigned. Any breach of this Assumption of Alterations Agreement or of the Alterations Agreement shall constitute a breach of the By-Laws of the Condominium. This Assumption of Alteration Agreement shall be binding on the undersigned and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, New York
Date: _____

State of New York }
} ss.:
County of New York }

On this _____ day of _____, _____ before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

_____
Notary Public

EXHIBIT D

TO: [Addressed to the Unit Owners
or residents of the units
adjacent to, above and below,
the Unit Owner's unit]

DEAR _____:

In accordance with the Alteration Agreement between me and the Board of Managers (the "Board") of the 422 West 20th Street Condominium (the "Condominium") covering the alterations to be performed in unit ___, you are advised as follows:

1. Alterations will be performed in unit ___ commencing on or about _____. The alteration agreement with the Board permits me an aggregate of ___ days to complete the alterations.

2. I hereby agree to indemnify you for any damage whatsoever to your unit caused by the alterations performed in my apartment as determined by the Condominium's architect. I agree to pay the reasonable cost of repair of such damage. At your option, such repair may be performed, at my expense, by contractors of your choice or by my contractors.

3. In order to take advantage of the foregoing indemnification, you must permit my designated representatives to inspect your apartment prior to the commencement of my alterations. Please call me at _____ to arrange the inspection. You must also permit my designated representative to inspect any damage you claim my alterations have caused.

Very truly yours,

Unit Owner

Unit No.:_____

Date:_____

EXHIBIT "23"

LIEN LAW §71-a(3)

3. (a) The initial advance pursuant to a contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of residential condominium unit or any structure designed solely for residential occupancy of not more than two families living separately, on property to be purchased shall, at the vendee's option, be deposited within five business days thereafter by the recipient in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in this state. Such deposit, together with the interest accumulated thereon, shall remain the property of the vendee except as otherwise provided herein. The recipient shall advise the vendee in writing of the name of the depositary where the funds have been placed within ten business days after such deposit has been made.

(b) In lieu of making the deposit of such moneys in an escrow account as provided in paragraph (a) of this subdivision, the recipient may post with the vendee a bond or contract of indemnity, issued by a surety company licensed to execute such an instrument in this state, guaranteeing the return of the moneys which otherwise would be required to be deposited in such escrow account, in which case the recipient shall not be required to deposit such money in an escrow account. Said bond or contract of indemnity shall be delivered to the vendee within ten business days after receipt of the initial advance.

(c) At any time after making the deposit of such moneys in the escrow account, the recipient may post with the vendee a bond or contract of indemnity issued by a surety company licensed to execute such an instrument in this state guaranteeing the return of such moneys, in which case the recipient shall not be required to maintain the deposit of such moneys in such account.

(d) Such advance shall be retained in the escrow account or such bond or contract of indemnity continued in effect until the trust is terminated (i) by the recipient's performance of the terms of the contract of sale, or (ii) by default of the vendee excusing the recipient's performance of the terms of the contract of sale, or (iii) by release or discharge of the recipient's liability to refund such advance to the vendee, or (iv) upon transfer of title of the real property to the vendee.

(e) Every contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of a residential condominium unit or a structure designed solely for the residential occupancy by not more than two families living apart, shall contain a statement advising the vendee of the provisions of this subdivision. Such statement shall be printed in bold type which is at least two points larger than any other printing contained thereon and shall read as follows:

> "YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE."

EXHIBIT "24"

SHARED SERVICES AGREEMENT

SHARED SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 20___, by and among the 422 Owner, as hereinafter defined, or its designee, and the 455 Owner, as hereinafter defined, or its designee.

RECITALS

A. 420 West 20th Street, LLC (the "420 Sponsor") is the sponsor of the offering plan (the "422 Plan") for the 422 West 20th Street Condominium (the "422 Condominium"), a condominium having a street address of 422 West 20th Street (a/k/a 420-424 West 20th Street), New York, New York 10011 (the "422 Parcel") as more particularly described in Exhibit A annexed hereto and by this reference made a part hereof.

B. Chelsea 234 Properties, LLC, its assignee, designee or affiliate (the "455 Sponsor") is the owner of the 455 Parcel, a property neighboring the 422 Parcel and having a street address of 455 West 20th Street, New York, New York (the "455 Parcel") as more particularly described in Exhibit B annexed hereto and by this reference made a part hereof. The 455 Sponsor has caused, or is anticipated to cause, the 455 Parcel to be submitted to a condominium regime (the "455 Condominium") by sponsoring and filing an offering plan (the "455 Plan") in accordance with Article 9-B of the New York Real Property Law (339-d *et seq.*) of the State of New York.

C. The 422 Owner (as hereinafter defined) has hired, or intends to hire, a live-in resident manager (the "Resident Manager") to provide maintenance, certain repair, cleaning and such other services typically performed by resident managers in buildings of this type (the "Resident Manager's Services") to the 422 Condominium, as more fully described in an agreement to be prepared between the 422 Condominium and the Resident Manager.

D. The 420 Sponsor, as landlord, has entered into, or intends to enter into, a lease (the "Lease"), dated as of the date of the First Closing (as defined below), with the 422 Condominium Board of Managers (the "422 Condominium Board"), as tenant, for Parlor F in the 422 Condominium, to be used as the Resident Manager's residence (the "Resident Manager's Unit") in accordance with the terms and conditions set forth in the 422 Plan.

E. The Parcel Owners (as hereinafter defined) wish to enter into this Agreement to share the Resident Manager's Services and the Resident Manager Costs (as hereinafter defined), all as more particularly set forth herein.

F. Any capitalized term not defined in these Recitals or otherwise defined in this Agreement shall have the meaning given to such term in the 422 Plan.

NOW, THEREFORE, the 422 Owner and the 455 Owner covenant, declare and agree, for itself, its successors and assigns and for all future owners of all or any portion of either or both the 422 Parcel and the 455 Parcel as follows:

ARTICLE 1

Definitions

Unless the context otherwise requires, the following terms shall have the meanings herein specified and shall be applicable equally to the singular and plural nouns and to verbs of any tense:

Section 1.1. "422 Owner" means:

(i) the 420 Sponsor, its successor, assignee or designee or the Person or Persons who from time to time shall be the fee owners of the 422 Parcel; or,

(ii) if and to the extent that the 422 Parcel shall be submitted to a condominium regime, the 422 Condominium Board.

Section 1.2. "455 Owner" means:

(i) the 455 Sponsor, its successor, assignee or designee or the Person or Persons who from time to time shall be the fee owners of the 455 Parcel; or,

(ii) if and to the extent that the 455 Parcel shall be submitted to a condominium regime, the 455 Condominium's Board of Managers (the "455 Condominium Board").

Section 1.3. "Condemned" means condemned or taken in condemnation or eminent domain proceedings for any public or quasi-public use or purpose, which term shall also include any sale in lieu of the foregoing.

Section 1.4. "First Closing," or words of similar import, refers to the date of the first closing of fee title to a Residential Unit in the 422 Condominium.

Section 1.5. "Legal Process" means any administrative complaint or pleading, summons, complaints, demands or other papers necessary or desirable to be served in connection with any action or proceeding, whether before a court, an administrative agency or by arbitration, involving the determination or enforcement of any rights or obligations hereunder, each of which shall be served pursuant to Section 7.1 hereof.

Section 1.6. "Notices" means all notices, certificates, demands, elections, or other communications required or desired to be given hereunder, each of which shall be given pursuant to Section 7.1 hereof.

Section 1.7. "Parcels" means, collectively, the 422 Parcel and the 455 Parcel.

Section 1.8. "Parcel Owners" means either the 422 Owner or the 455 Owner, or both, as applicable in context.

Section 1.9. "Plans" means, collectively, the 422 Plan and the 455 Plan (if and to the extent the 455 Plan is submitted to a condominium regime).

ARTICLE 2

General Grant of Easements and Rights

Section 2.1. Grant of Easements. Subject to the terms, limitations, restrictions, and conditions referred to in Section 2.2 hereof and elsewhere in this Agreement, the 422 Owner and the 455 Owner each do hereby reserve for the benefit of, and hereby give, grant and convey to the other Parcel Owner, the Resident Manager and any other employees of either the 422 Owner and the 455 Owner so designated, a perpetual, mutual reciprocal and exclusive easement, license, right and privilege to pass over and upon the Parcels, and to use all access driveways courtyards, sidewalks, staircases and walkways (which are not part of any apartment or Unit) now existing, or hereafter constructed, on the Parcels, for the purpose of maintaining, cleaning, repairing and inspecting the improvements on the Parcels as well as the grounds and performing all other functions and services necessary and reasonable for performing the functions of the Resident Manager. Nothing contained in this Section 2.1, however, shall be deemed to limit the right of the Parcel Owners with respect to their respective Parcels to modify, alter, change, hypothecate, encumber or replace the improvements and buildings located on such Parcels free from all rights created hereunder.

Section 2.2. Limitations on Grants. Notwithstanding anything to the contrary contained in the Agreement, all of the licenses, easements, right and privileges reserved, given, granted, or conveyed hereby are reserved, given, granted or conveyed expressly subject to all of the terms, limitations and conditions herein set forth.

ARTICLE 3

Resident Manager

Section 3.1. Shared Services and Costs: Subject to the terms contained in this Agreement, the Parcel Owners agree to share the Resident Manager's Services and the total costs of employing the Resident Manager, including, without limitation, the Rent (defined in Section 3.3 below), wages, benefits and insurance, together with the Rent (as hereinafter defined) and utilities, telephone and parking for the Resident Manager Unit (collectively, the "Resident Manager Costs").

Section 3.2. Proportionate Share of Resident Manager Costs: The Parcel Owners shall each pay fifty percent (50%) of the Resident Manager Costs (each such share an "Owner's Proportionate Share"), which Resident Manager Costs are to be collected and billed in accordance with the provisions of Section 3.5 hereof.

Section 3.3. Lease of Resident Manager's Unit: The parties acknowledge and agree that (i) the Lease is for a five (5) year term beginning as of the First Closing (the "Lease Term"); (ii) subject to clause (iv) below, the rent for the Resident Manager's Unit is $54,000 per year for the first two (2) years of the Lease Term and $58,200 per year for the remaining three (3) years of the Lease Term (the "Rent"); (iii) the Lease is renewable at the sole discretion of the 420 Sponsor and only on such terms and conditions as shall be commercially acceptable to the 420 Sponsor; (iv) the 420 Sponsor may substitute, at its sole discretion, a different unit in the 422 Condominium for use at the Resident Manager's Unit provided that the Rent for such substitute unit shall not exceed the Rent for the Resident Manager's Unit by more than twenty-five percent (25%); and (v) if the 420 Sponsor does not renew the term of the Lease, this Agreement shall be deemed terminated as of the expiration date of the Lease unless otherwise agreed to in writing by the Committee (as defined below).

Section 3.4. The Resident Manager Committee: In connection with management of the Resident Manager and the implementation of the Resident Manager's Services, the Parcel Owners shall appoint a six (6) person committee (the "Committee"), with three members being appointed by the 422 Owner and three members being appointed by the 455 Owner, which Committee, upon appointment, is authorized hereby, without the need for any additional writing, to contract for, hire, pay and supervise the Resident Manager. Committee members shall serve at the sufferance of the Parcel Owner appointing same and, except with respect to those appointed by the 420 Sponsor and 455 Sponsor, shall be removable for cause or without cause only by the Parcel Owner who appointed same. All decisions of the Committee in connection with the Resident Manager shall be by affirmative vote of at least a majority vote of all members. In the event the Committee members cannot achieve a majority vote with respect to a particular matter (a) the 420 Sponsor shall render a binding decision on such matter if and for as long as the 420 Sponsor owns a Unit in the 422 Condominium, or (b) the 455 Sponsor shall render a binding decision on such matter if the 420 Sponsor no longer owns a Unit in the 420 Condominium and if and for so long as the 455 Sponsor owns a Unit in the 455 Condominium, or (c) if neither the 420 Sponsor nor the 455 Sponsor owns a Unit in either Condominium, the Committee shall submit such matter to binding arbitration in accordance with the provisions of the By-Laws of the 422 Condominium. The Committee members shall serve without pay or compensation.

Section 3.5. Duties and Powers of the Committee: (i) In addition to the functions set forth in Section 3.4 above, the Committee shall collect monthly in advance from the Parcel Owners in the proportionate amounts set forth in Section 3.2 hereof, an amount necessary to pay the Resident Manager Costs for the following month and to timely pay such costs on behalf of the Parcel Owners. The monies so collected shall be held in, and paid from, a special segregated account. The Committee shall submit to the Parcel Owners regular monthly statements supporting the disbursement vouchers.

(i) Subject to the applicable By-Laws of the 422 Condominium and the 455 Condominium, in the event the Lease is not renewed by the 420 Sponsor and the Committee does not opt to rent another apartment in lieu of Unit 1G as the Resident Manager's Unit, or another apartment is not available for rent, the Committee shall have the authority, assuming availability, to purchase an apartment for use as the Resident Manager's unit on behalf of both

Parcel Owners as co-tenants. In the event the Committee cannot obtain a majority vote in connection with a decision to purchase an apartment for the Resident Manager, and one Parcel Owner elects to purchase an apartment for the Resident Manager, the costs and expenses associated with the acquisition thereof shall be borne solely by such purchasing Parcel Owner, and the other Parcel Owner shall pay to the purchasing Parcel Owner fifty percent (50%) of the fair market rent attributable to such apartment as such Parcel Owner's proportionate share of the Rent together with 50% of the other Resident Manager's Costs.

Section 3.6. Delegations of Committee Functions to a Managing Agent: Except with respect to the powers granted in Subsection 3.5(ii) above, the Committee is hereby authorized to delegate its duties and functions to one or more managing agents for the respective Parcels.

Section 3.7. Subject to Offering Plans: The Parcel Owners and the Committee shall be bound by any terms, conditions and limitations contained in the 422 Plan and the 455 Plan and any agreements entered into under either Plan between the respective Condominiums and the holders of unsold units, as the case may be. If there is any conflict or inconsistency between the Plans in connection herewith, such conflict or inconsistency shall be resolved in favor of the 420 Plan.

Section 3.8. Liability of Committee Members: The Committee members shall have no liability to the Parcel Owners or the residents of the Parcels Owners except that a Committee member shall be liable for such member's own bad faith or willful misconduct. Every agreement and contract made or other document executed by the same shall be made or executed on behalf of the Parcel Owners solely as agent for the Parcel Owners and that the members of the Committee shall have no liability thereon. Each Parcel Owner shall jointly and severally indemnify, defend and hold harmless each Committee member from any and all claims arising from such Committee members' acts or omissions as or by reason of fact, that such individual is or was, a member of the Committee, except, however, 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 Committee member.

ARTICLE 4

Default

Section 4.1. Default: In the event that one Parcel Owner (a "Defaulting Owner"), fails to pay all or any part of the Resident Manager Costs within thirty (30) days after the payment of such Resident Manager Cost is due, and provided that the other Parcel Owner is not in default of its obligations with respect to its payment of the Resident Manager's Costs (the "Non-Defaulting Owner"), the Non-Defaulting Owner shall have the right, but not the obligation, to pay such Resident Manager Cost in full and to receive a credit against subsequent payments due and/or to bring an action or proceeding as may be permitted at law or equity including, without limitation, an action seeking money damages from the Defaulting Owner. In addition to that which may be set forth above, in the event either Parcel Owner fails to pay its portion of the Resident Manager Costs as provided above, the other Parcel Owner shall have the

lien rights described in Section 4.2 below. Any payments paid by a Non-Defaulting Owner on behalf of the Defaulting Owner, as aforesaid, shall be treated as the debt of the Defaulting Owner (the "Debt") which Debt shall bear interest from the date of the advance to the date of repayment at the rate which is four (4) points above the Interest Rate (but in no event higher than the interest rate permitted by Law) (the "Default Rate"). In addition, the Defaulting Owner shall be obligated to pay all costs and expenses incurred by the other Parcel Owner in connection with the Defaulting Owner's failure to pay its respective portion of the Resident Manager Costs when due as provided herein, including without limitation, costs of foreclosing upon the Lien, reasonable attorneys' fees, court costs and disbursements.

Section 4.2. Lien in the Event of Default: Each Parcel Owner is hereby granted a lien against the other Parcel Owner's Parcel to be effective only upon a default by said Parcel Owner with respect to the payment of all or any portion of Resident Manager Cost payable by such Owner or any other payments due from said Parcel Owner under this Agreement (the "Lien") plus interest earned thereon, if any. In the event either Parcel is submitted to a condominium form of ownership, each owner of a condominium unit, by acceptance of title to a condominium unit, will be deem to have granted the Parcel Owner of the other Parcel, a Lien upon such unit owner's unit, in which event the amount of the Lien against the individual unit owner's unit shall be determined by multiplying the total amount due from the Defaulting Owner by the percentage general common interest of the individual unit owner. Any Lien provided for herein shall become effective upon the recording, in the office of the Register of the City of New York, County of New York, of record of a notice of lien. To the extent permitted by Law, such Lien shall be evidenced, enforced, discharged or removed as an equitable lien under the laws of the State of New York. The liens arising hereunder which are recorded after the recordation of any mortgages shall be subject and subordinate thereto. Liens arising hereunder whether or not recorded prior to the recordation of a lien under Real Property Law 339-z, shall be subject and subordinate thereto.

Section 4.3. Limitation of Liability: The 422 Owner agrees to look solely to the 455 Owner's interest in the 455 Parcel for the satisfaction of any right or remedy of the 422 Owner for the collection of a judgment (or other judicial process) requiring the payment of money by the 455 Owner, in the event of any liability of the 455 Owner to the 422 Owner under this Agreement; and no other property or assets of the 455 Owner shall be subject to levy, execution, attachment, or other enforcement procedure for the satisfaction of 422 Owner's remedies under or with respect to this Agreement. The 455 Owner agrees to look solely to the 422 Owner's interest in the 422 Parcel for the satisfaction of any right or remedy of the 455 Owner for the collection of a judgment (or other judicial process) requiring the payment of money by the 422 Owner, in the event of any liability of the 422 Owner to the 455 Owner under this Agreement; and no other property or assets of the 422 Owner shall be subject to levy, execution, attachment, or other enforcement procedure for the satisfaction of 455 Owner's remedies under or with respect to this Agreement.

ARTICLE 5

Section 5.1. Condemnation and Casualty. In the event that all or a substantial portion of a Parcel shall be Condemned or destroyed by casualty, this Agreement, together with

all easements, licenses, rights and privileges reserved, given, granted and conveyed hereunder, shall cease and come to an end as of the date that the same shall be so Condemned or destroyed insofar as the same shall relate to, or affect, the portion of the Parcel so Condemned or destroyed, except that, if the same shall be temporarily Condemned, the affected easements, licenses, rights and privileges shall only be suspended for the duration thereof.

ARTICLE 6

Covenants to Run With the Land and Termination

Section 6.1. Covenants to Run With the Land. The easements, licenses, rights and privileges herein given, granted and conveyed shall be for the benefit of each and every resident of the Units, and, except as herein otherwise provided, the covenants, easements, licenses, privileges and restrictions herein set forth shall be perpetual and shall be construed to run with the Parcels and each and every interest therein, and shall be forever binding upon and inure to the benefit of the 420 Sponsor, the 455 Sponsor, the 422 Owner, the 455 Owner, and all residents, and their respective heirs, legal representatives, successors and permitted assigns, but the same are not intended, nor shall they be deemed, to create any rights in or for the benefit of the general public. The acceptance of a deed of conveyance, or the succession of title to, or the entering into a lease, sublease, or occupancy agreement with respect to the Parcels, or a portion thereof, shall constitute an agreement that the provisions of this Agreement, as same may be amended from time to time pursuant to the terms of Section 6.2 hereof, are accepted and ratified by such grantee, successor, tenant, subtenant, or occupant, and all of such provisions shall be deemed, and taken to be, covenants running with the land and shall bind any Person having at any time any interest or estate in such parcels of land, as though such provisions were recited and stipulated at length in each and every deed, conveyance, lease, or sublease thereof.

Section 6.2. Termination. Except as otherwise provided in Section 3.3(v) hereof, the Parcel Owners may not amend, modify, alter, change, annul or terminate this Agreement without the prior written consent of the 420 Sponsor and the 455 Sponsor prior to the expiration of the 422 Control Period or the 455 Control Period, whichever is later. Subsequent to the expiration of both the 422 Control Period and the 455 Control Period, this Agreement may be terminated by either Parcel Owner at the end of any calendar month on not less than twelve (12) months prior written notice to the other Parcel Owner. Upon termination, the parties shall account to each other with respect to all uncompleted business and each party shall deliver to the other party the respective leases, books, records and other documents, if any, owned by or belonging to the such party.

ARTICLE 7

Miscellaneous

Section 7.1. Notices. (a) All Notices and Legal Process shall be given in writing and shall be sent by certified mail, return receipt requested, addressed, as set forth below. Either Parcel Owner may change the address by giving notice to the other as set forth herein. If to the 422 Owner, then to The Brodsky Organization, LLC 400 West 59th Street, New York, NY

10019. If to the 455 Owner, then to The Brodsky Organization, LLC 400 West 59th Street, New York, NY 10019. No Notice or Legal Process that purports to have been given shall be deemed effective, and the 422 Owner or the 455 Owner to whom such Notice or Legal Process shall have been addressed shall not have any obligation to recognize such Notice or Legal Process as having been given, unless the 422 Owner or 455 Owner to whom such Notice or Legal Process is given shall have been given, either theretofore or simultaneously therewith, written Notice or Legal Process of the event by which such person or entity shall have acquired such interest or estate

Section 7.2. Amendment. Subject to the terms of Section 3.5, Section 6.2 and of the next sentence, the Parcel Owners shall have the right, without any need for the consent of any resident of the Apartments or the Units, to jointly amend, modify, alter, change, annul, or terminate any or all of the easements, licenses, rights and privileges granted hereunder and any or all of the terms, conditions and limitations set forth herein in the interest of public safety or for the proper use, development, or maintenance of either or both the Parcels or any portion thereof, except that during the Control Periods, the Parcel Owners shall first obtain the prior written consent of the Sponsors. Any amendment, modification, alteration, change, annulment, or termination hereof pursuant to this Section 7.2 shall be ineffective unless the same shall be embodied in a writing executed and acknowledged by both the Parcel Owners.

Section 7.3. Arbitration. Other than as set forth in Article 4 hereof, if a dispute shall arise hereunder between the Parcel Owners, such dispute shall be settled by arbitration conducted in accordance with the arbitration provisions contained in the 455 Condominium by-laws. If said by-laws do not contain such a provision, then any dispute to be arbitrated hereunder shall be conducted in the County of New York, State of New York by the American Arbitration Association or any successor organization thereof by a single arbitrator, in accordance with its rules then in effect and the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction thereof. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York County before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York having jurisdiction over the matter. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any Arbitration under this Article shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen years. The costs of arbitration shall be borne equally by the parties, except that each shall pay their own attorneys' fees and disbursements.

Section 7.4. Waiver. No provision contained in this Agreement 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 7.5. Venue/Jury Waiver. Any action or proceeding commenced in connection with this Agreement shall be commenced and maintained in a court of competent jurisdiction in the State, City and County of New York and the substantive laws of the State of

New York shall apply. The parties hereto waive trial by jury in any action commenced in connection with this Agreement.

Section 7.6. Severability. If any provision of this Agreement, or any section, sentence, clause, phrase, or word contained herein or the application thereof, shall in any circumstances be judicially held in conflict with the laws of the State of New York, then the said laws shall be deemed controlling, and the validity, force and effect of the remainder of this Agreement, and the application of any such provision, section, sentence, clause, phrase or word in other circumstances, shall not be affected thereby.

Section 7.7. Gender. The use of the neuter gender in this Agreement shall be deemed to refer to the masculine or feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Section 7.8. Captions. The captions herein inserted have been included only as a matter of convenience and for reference, and shall in no wise be deemed to define, limit, or describe and scope of this Agreement or the intent of any provisions hereof.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

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

420 SPONSOR FOR 422 OWNER:

420 WEST 20TH STREET, LLC

By: _____
Name:
Title:

455 SPONSOR FOR 455 OWNER:

By: _____
Name:
Title:

(ACKNOWLEDGEMENT)

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL A

EXHIBIT "B"

LEGAL DESCRIPTION OF THE PARCEL B

EXHIBIT "25"

SEMINARY DECLARATION

DECLARATION

This DECLARATION (this "Declaration"), made as of the 29th day of June 2011, by THE GENERAL THEOLOGICAL SEMINARY OF THE PROTESTANT EPISCOPAL CHURCH IN THE UNITED STATES, a New York religious corporation, having an address at 175 Ninth Avenue, New York, New York 10011 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee of certain land, with the buildings and improvements thereon, in the City of New York, Borough of Manhattan, designated as Lot 1 in Block 718 on the Tax Map of the City, County and State of New York (the "Close" or "Chelsea Square"); and

WHEREAS, Declarant entered into that certain Purchase and Sale Agreement dated as of November 29, 2010 (the "Purchase Agreement") with Chelsea 234 Properties LLC ("Purchaser") for, *inter alia*, the purchase and sale to Purchaser's affiliate, 420 West 20th Street, LLC ("Developer"), of the fee interest in certain land, with the buildings and improvements thereon, known as "420-424 West 20th Street", in the City of New York, Borough of Manhattan, designated as Lots 54, 55 and 57 in Block 717 on the Tax Map of the City, County and State of New York (collectively, the "420-424 West 20th Street Property"); and

WHEREAS, pursuant to the Purchase Agreement, Declarant agreed to (i) grant to the owners of residential condominium units located within the 420-424 West 20th Street Property access to Chelsea Square, subject to certain rules of conduct with respect to such use, (ii) provide for the payment of an annual fee to Declarant for the maintenance of Chelsea Square, and (iii) establish Declarant's right to enforce violations of this Declaration; and

WHEREAS, Declarant (i) is conveying to Developer the fee interest of Declarant in the 420-424 West 20th Street Property and (ii) concurrently therewith, as set forth in the Purchase Agreement, is delivering this Declaration.

NOW, THEREFORE, in consideration Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby agrees as follows:

1) Declarant hereby grants to the: (a) owners from time to time (each a "Unit Owner" and collectively the "Unit Owners") of the residential condominium units in 420-424 West 20th Street (each a "Unit" and more than one, collectively, the "Units"), (b) the tenants in the 420-424 West 20th Street Property, subject to the reasonable approval of Declarant (the "Tenants") (b) the members of the immediate family of such Unit Owners and Tenants, and (c) if but only if accompanied by a Unit Owner or Tenant or a member of his or her immediate family, their guests and invitees (the persons so identified, the "Permitted Users") a non-exclusive license for the use (subject to the terms of this Declaration) of the portions of Chelsea Square, as crosshatched on the site plan attached hereto as Exhibit A (the "License Area"), subject to the restrictions set forth herein. Permitted Users shall comply with such security requirements as may be imposed by

Declarant from time to time, including access to Chelsea Square through a locked gate using a security code.

2) The Close shall be used in a dignified manner in keeping with its sacred character. The rules and regulations imposed from time to time by Declarant on its students and faculty related to maintaining decorum on Chelsea Square shall also apply to the use of the License Area by the Permitted Users. Without limiting the generality of the foregoing, with respect to the use of the License Area by the Permitted Users, Declarant hereby:

   (i) Prohibits foul or abusive language, or loud talking/noise in the Close;
   (ii) Requires appropriate attire (i.e. no full or partial nudity) in the Close;
   (iii) Prohibits radio playing, the playing of music or ball playing in the Close;
   (iv) Reserves the right to prohibit eating or drinking in the Close; and
   (v) Prohibits noises and behavior disruptive to services within the Chapel during "Morning Prayer", "Midday Eucharist", "Evening Prayer" and any special services, as all such services may be scheduled from time to time.

   Copies of Declarant's rules and regulations shall be provided from time to time to the Unit Owners.

3) Declarant shall also have the right to exclude any Unit Owner from use of the Close whose conduct otherwise disrupts the sacred character of the Close including, by way of example, the playing of loud music which may be heard within the Close.

4) For so long as Declarant maintains its principal campus in New York City at Chelsea Square, each Unit Owner shall pay an annual fee for the maintenance of the Close in an amount equal to Seventy Five Dollars ($75) per Unit (subject to CPI escalation) (the "User Fee"); provided, however, such fee shall not be due and owing, with respect to any Unit, until such time as such Unit is transferred from Developer to an arm's length third-party purchaser. The fee shall be used solely for the maintenance of the Close and shall be payable, with respect to any Unit, only for so long as access to the Close is afforded to the Permitted Users of such Unit. Conversely, no access to the Close shall be allowed to the Permitted Users of any Unit as to which such fee has not been paid. For purposes of this paragraph, "CPI" means the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by Declarant.

5) A Permitted User shall be in default hereunder if such Permitted User fails to observe the rules and regulations imposed with respect to the use of the Close or otherwise comply with the provisions of this Declaration. In the event of any default by a Permitted User hereunder, Declarant, in its sole discretion, may pursue any remedies or proceedings available to it at law or in equity against the defaulting party including, but not limited to, (a) injunctive relief, (b) the right to exclude offending parties from the use of the Close during the period of such offending parties' offensive conduct and (c) the payment of

graduated fines to Declarant by the offending party for violation of the rules as set forth on Exhibit B attached hereto. Notwithstanding the foregoing, in the event that any Permitted User fails to pay any fine or User Fee, Declarant's sole remedy shall be the permanent suspension by Declarant, in its sole discretion, of the offending party's right to use the Close. The provisions of this paragraph 5 shall not, however, limit any rights or remedies of Declarant against any person whose right to use the Close has been terminated or suspended or any person whose use of the Close is not pursuant to this Declaration.

6) Each Unit Owner, upon the acquisition of a Unit, shall be deemed to have waived, to the extent permitted by applicable law, any claims against Declarant arising from the use of the Close pursuant to the terms of this Declaration by such Unit Owner and its Permitted Users, except in the event of Declarant's willful misconduct. Each Unit Owner, upon the acquisition of a Unit, shall be deemed to have indemnified Declarant from all third-party claims, demands, causes of action, losses, damages, liabilities, costs and expenses arising from such Unit Owner's and its Permitted Occupant's use of the Close pursuant to the terms of this Declaration, except in the event of Declarant's willful misconduct.

7) Declarant reserves the right to further develop or alter Chelsea Square in its sole discretion, in accordance with applicable law. Declarant reserves the right to limit the time periods during which access will be permitted and designate areas to which access will be restricted. Nothing in this Declaration shall be construed so as to require Declarant to maintain Chelsea Square in a particular manner or to a particular standard; provided, however, Declarant shall use the annual fees paid by the Unit Owners solely for the maintenance and upkeep of Chelsea Square. Nothing in this Declaration shall be construed so as to require Declarant to impose similar restrictions on the nature of the use of Chelsea Square by Declarant (including its students and faculty).

8) Declarant reserves the right to terminate the right of use afforded by this Declaration in its sole discretion, provided, however, Declarant shall not terminate the right of use under this Declaration solely "for convenience". If Declarant terminates the right of use under this Declaration, then the obligations to make any payments of the fee shall likewise terminate.

9) The provisions of this Declaration shall (i) be binding upon Developer, Declarant and their respective successors and assigns and all Unit Owners at any time during the term of this Declaration and (ii) benefit the successors and assigns of Developer, Declarant, Unit Owners and their respective successors and assigns.

10) This Declaration and the provisions hereof shall become effective as of the date of this Declaration.

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

12) In the event that any provision of this Declaration is deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Declaration shall continue to be in full force and effect.

13) Declarant acknowledges that Developer may describe the rights afforded by this Declaration in any offering plan or condominium declaration with respect to the sale or condominiumization of the 420-424 West 20th Street Property, and Developer acknowledges that it shall be solely responsible for the accuracy and completeness of any such description. The terms and conditions of this Declaration shall not be modified or altered in any respect by such description.

[END OF PAGE; SIGNATURE APPEARS ON FOLLOWING PAGE]

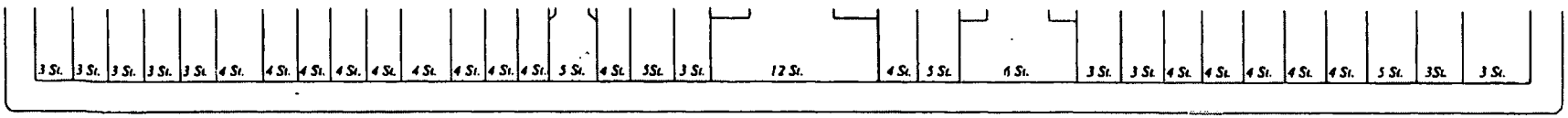
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

THE GENERAL THEOLOGICAL SEMINARY
OF THE PROTESTANT EPISCOPAL CHURCH
IN THE UNITED STATES

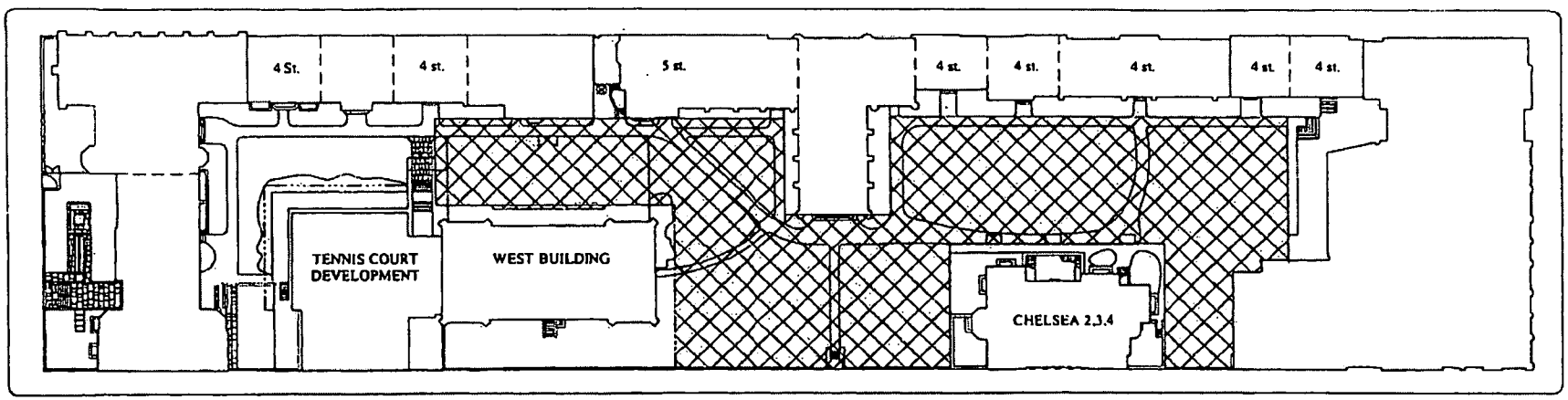
By: _____
Name: Lang Lowrey
Title: Interim President

EXHIBIT A

LICENSE AREA



21ST STREET



20TH STREET

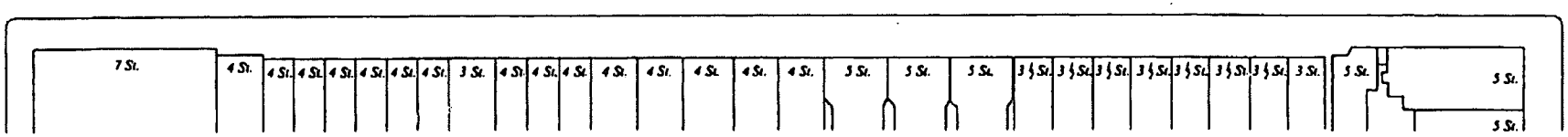


EXHIBIT B

FINES

First Offense:	Warning
Second Offense:	$25.00
Third Offense:	$50.00
Fourth Offense and after:	$100.00

EXHIBIT "26"

HOUSING MERCHANT IMPLIED WARRANTY LAW

HOUSING MERCHANT IMPLIED WARRANTY LAW

Article 36-B

WARRANTIES ON SALE OF NEW HOMES

Section 777. Definitions
Section 777-a Housing Merchant Implied Warranty
Section 778-b. Exclusion or Modification of Warranties

The following is New York General Business Law §777 which is the Housing Merchant Implied Warranty Law, which the Sponsor excludes in favor of the Limited Warranty contained in this Plan:

Section 777. Definitions:

As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new Home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the Home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New Home" or "Home" means any single family house or for sale Home in a multi-Unit residential structure of five stories or less in which title to the individual Units is transferred to Owners under a Condominium or cooperative organization. Such terms do not include dwellings constructed solely for lease, mobile Homes as defined in section seven hundred twenty-one of this chapter, or any house or Home in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the Home is sold and, during the unexpired portion of the warranty period, each successor in title to the Home and any mortgagee in possession. Owner does not include the builder of the Home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty Date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the Home as a residence, whichever first occurs.

Section 777-a. <u>Housing merchant implied warranty</u>:

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new Home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the Home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the Home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the Home as fully as the buyer desired, or has refused to examine the Home.

3. In the case of goods sold incidentally with or included in the sale of the new Unit, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the Home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the Home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the Home proximately caused by the breach of warranty, not to exceed the replacement cost of the Home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the Home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new Home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

Section 777-b. <u>Exclusion or modification of warranties</u>:

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new Home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new Home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new Home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the Home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the Home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the Home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent Owners; the limited warranty must be extended to the first owner of the Unit and survive the passing of title but may exclude any or all subsequent Owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the Unit or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the Unit is habitable, by permitting conditions to exist which render the Unit unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the Unit proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of Unit builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

EXHIBIT "27"

RESIDENT MANAGER UNIT LEASE

CAL/98

STANDARD FORM OF CONDOMINIUM APARTMENT LEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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PREAMBLE: This Lease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease except for obligations arising under the Condominium Documents (as defined in Article 4). You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of _____ (month / day / year) between Owner, the Lessor, 420 West 20th Street, LLC whose address is c/o The Brodsky Organization, 400 West 59th Street, New York, NY 10019, and You, the Lessee, Condominium Board of Managers of 422 West 20th Street Condominium whose address is 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, NY 10011.

1. APARTMENT AND USE

Owner agrees to lease to You Condominium Unit See Rider (the "Apartment") on the _____ floor in the condominium apartment building at _____, Borough of _____, City and State of New York, which is known as the _____ Condominium (the "Condominium"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: _____.

You acknowledge that: (i) this Lease may not commence until the Condominium has waived any first refusal rights that it may have with respect to this Lease; and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Condominium.

2. LENGTH OF LEASE

The term (that means the length) of this Lease will begin on See Rider and will end on _____. If You do not do everything You agree to do in this Lease, Owner may have the right to end this Lease before the ending date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date. You acknowledge that the term of this Lease may be reduced as authorized by Article 6.

3. RENT

Your monthly rent for the Apartment is $See Rider. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the Lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when You sign this Lease: (i) the part of the rent from the beginning date of this Lease until the last day of the month, and (ii) the full rent for the next full calendar month.

4. CONDOMINIUM DOCUMENTS

This Lease shall be subject and subordinate to: (i) the Declaration of Condominium; (ii) the Rules and Regulations of the Condominium (which are sometimes called House Rules); and (iii) the By-Laws of the Condominium. (The Declaration, the Rules and Regulations and the By-Laws of the Condominium and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Condominium Documents".) In the event of any inconsistency between the provisions of this Lease and the Condominium Documents, the provisions of the Condominium Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Condominium Documents, other than the provisions of the Condominium Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Condominium). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Condominium Documents. You have reviewed the Condominium Documents or waived their examination.

5. SECURITY DEPOSIT

~~You are required to give Owner the sum of $_____ when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in _____ bank at _____, New York. This security account shall not bear interest.~~

~~If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.~~

~~If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.~~

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain a waiver of any first refusal right that the Condominium may have with respect to this Lease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Lease will remain in effect. However, in such case, the Lease will start on the date when You can move in; the ending date of this Lease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

7. CAPTIONS

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF HABITABILITY

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Condominium's efforts to provide You and all other occupants of the Condominium with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR APARTMENT; END OF LEASE-MOVING OUT

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Condominium imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Condominium. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

10. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Condominium Documents, the Condominium. Without Owner's and/or the Condominium's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Condominium's opinion, will overload the existing wiring installation in the Condominium or interfere with the use of such electrical wiring facilities by other occupants of the Condominium. Also, You cannot place in the Apartment water-filled furniture.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Condominium. You will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.

B. CONDOMINIUM'S RULES AFFECTING YOU. You will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Condominium Documents or this Lease.

12. OBJECTIONABLE CONDUCT

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct at the Condominium. Objectionable conduct means behavior which makes or will make the Apartment or the Condominium less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Condominium. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Condominium will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Condominium Documents, elevator service if the Condominium has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent See Rider.

C. ELECTRICITY AND OTHER UTILITIES. If the Condominium provides electricity or gas for a separate, submetered charge, your obligations to the Condominium and/or Owner are described in a rider attached to this Lease. If electricity or gas is not included in the rent and is not charged separately by the Condominium and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Condominium permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Condominium but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Condominium Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Condominium's reasonable control, Owner and the Condominium may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Condominium. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Condominium may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Condominium decide are necessary. Your rent will not be reduced because of any of this work, unless the common charges payable by Owner to the Condominium are reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Lease, to show the Apartment to persons who wish to lease it.

D. If, during the last month of the Lease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Condominium, to enter the Apartment and entry is necessary or allowed by law, under the Condominium Documents or this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Condominium may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Lease or to sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

17. DEFAULT

A. You default under the Lease if You act in any of the following ways:

(i) You fail to carry out any agreement or provision of this Lease;
(ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
(iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Condominium Documents;
(iv) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; or
(v) You and the Permitted Occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end, You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Lease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Lease.

18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Lease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

(i) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
(ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
(iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Lease.

20. FEES AND EXPENSES

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

(i) Making any repairs to the Apartment or the Condominium, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
(ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Condominium which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

(iii) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date without Owner's prior written consent;

*** (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);

(v) Removing all of your property after this Lease is ended;

(vi) Any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease for which You have failed to pay the Condominium and which Owner has paid;

(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Lease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Condominium on demand for the cost of any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Condominium, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Condominium due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Condominium; (ii) any loss of or damage to your property delivered to any agent or employee of the Condominium (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of lease or the Condominium Documents made by any other tenant or person in the Condominium except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Condominium. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Condominium. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Condominium will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Condominium may decide to tear down the Condominium building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Condominium will be responsible to You for the repair or replacement of any such damaged personal property ~~unless such damage was as a result of the Owner's or the Condominium's negligence~~.

23. PUBLIC TAKING

The entire Condominium or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting. You also agree that by signing this Lease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All mortgages of the Apartment now in effect or made after this Lease is signed, and any lien created by the Condominium Documents come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any lien created by the Condominium Documents and existing or future mortgages on the Apartment, including any renewals, consolidations, modifications and replacements of any such mortgage. If certain provisions of any such mortgage or the Condominium Documents come into effect, the holder of any such mortgage or the Condominium can end this Lease and such parties may commence legal action to evict You from the Apartment. If this happens, You acknowledge that You have no claim against Owner, the Condominium or such mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner may requires.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that You have no present claim against Owner.

25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT -

~~Provided the Condominium waives any right of first refusal it may have with respect to this Lease, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.~~

26. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or to another address of which Owner or Agent has given You written notice.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as lessee and lessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Condominium.

28. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Condominium, Owner's representatives or Owner, this Lease is not ended.

E. This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Condominium.

29. CONDITION OF THE APARTMENT

When You signed this Lease, You did not rely on anything said by Owner, Owner's representatives or the Condominium's employees, agents, or superintendent about the physical condition of the Apartment, the Condominium or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Lease.

30. DEFINITIONS

A. Owner. The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns legal title to the Apartment. It does not include a former Owner, even if the former Owner signed this Lease.

B. You. The term "You" means the person or persons signing this Lease as lessee and the successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and You.

31. SUCCESSOR INTERESTS

~~The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.~~

32. INSURANCE

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

33. WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT *[DELETE IF INAPPLICABLE]*

~~You shall furnish to the Condominium or its managing agent, within 5 business days after the date of this Lease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the waiver of the Condominium's right of first refusal with respect to this Lease, including the submission of any application requested by the Condominium.~~

~~You acknowledge that this Lease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the waiver of the Condominium's right of first refusal with respect to this Lease is obtained. If such waiver has not been obtained by the date specified in Article 2 as the beginning date of this Lease, You shall have no obligation to pay rent until such waiver has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the failure to obtain such waiver shall be applied by Owner to subsequent rent payable hereunder. If such waiver is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Lease, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.~~

34. FURNITURE *[DELETE IF INAPPLICABLE]*

~~The Apartment is being leased as fully furnished; a rider attached to this Lease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Lease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Lease except as may be noted in such rider.~~

~~You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Lease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Lease terminates, You shall pay Owner upon demand the cost of any required repairs.~~

~~You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Lease without Owner's prior written consent.~~

35. **BROKER** [*DELETE EITHER SUBPARAGRAPH A OR B*]

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the leasing of the Apartment other than _____, [and that _____ is your real estate broker in connection with the leasing of the Apartment (Delete bracket if inapplicable)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the leasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

36. **YOUR OPTION TO RENEW** [*DELETE IF INAPPLICABLE*]

A. You shall have the right to extend the term of this Lease for _____ year(s) commencing _____, and ending on _____, (the "Extension Term") provided: (i) You give Owner notice (the "Extension Notice"), in the manner required under this Lease, of your election to extend the term of this Lease; (ii) the Election Notice must be given Owner at least _____ days prior to the ending date of this Lease stated in Article 2; and (iii) You may not be in default of any provisions of the Lease when the Extension Notice is given and on the commencement date of the Extension Term. If You fail to send the Extension Notice to Owner by the date specified herein, this Article 36 shall be of no further force and effect.

B. The monthly rent payable by You during the Extension Term shall be $_____.

C. All provisions of this Lease, except as modified by this Article 36, shall remain in full force and effect during the Extension Term.

37. **LEAD PAINT DISCLOSURE** [*DELETE IF THE CONDOMINIUM WAS ERECTED AFTER 1978*]

Simultaneously with the execution of this Lease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

38. **PETS** [*DELETE EITHER SUBPARAGRAPH A OR B*]

A. You may not keep any pets in the Apartment.

B. If authorized by the Condominium Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Condominium Documents with respect to the keeping of pets in the Condominium.

39. **KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Condominium or its managing agent. At the end of this Lease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

40. **WINDOW GUARDS**

You shall complete and deliver to the Condominium, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. **OWNER'S DEFAULT TO CONDOMINIUM**

If: (i) Owner defaults in the payment to the Condominium of common charges or other assessments payable to the Condominium with respect to the Apartment; (ii) the Condominium notifies You of such default; and (iii) the Condominium instructs You to pay the rent under this Lease to the Condominium, then You shall pay all future installments of rent payable under this Lease to the Condominium until such time as the Condominium advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Lease to the Condominium as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Lease.

42. **BINDING EFFECT**

It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by You and Owner and a fully executed copy of this Lease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

_____ _____ (L.S.)
Owner's Signature

_____ _____ (L.S.)
Tenant's Signature

_____ _____ (L.S.)
Tenant's Signature

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Lessee of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Lessee is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Lessee so that Owner may sue Guarantor directly without first suing Lessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated, _____

_____ _____ Guarantor
Witness

_____ Address

RIDER TO STANDARD FORM OF CONDOMINIUM APARTMENT LEASE

THE CONDOMINIUM BOARD OF MANAGERS OF 422 WEST 20TH STREET CONDOMINIUM

PARLOR F

422 WEST 20TH STREET CONDOMINIUM 422 WEST 20TH STREET A/K/A 420-424 WEST 20TH STREET NEW YORK, NY 10011

1. PROVISIONS OF RIDER

This Rider (this "Rider") amends and modifies that certain Standard Form of Condominium Apartment Lease (the "Lease") by and between 420 West 20th Street LLC ("Owner") and You (as such term is defined in the Lease, also known as "You" and/or "Lessee") with respect to the above referenced Apartment in the condominium known as 422 West 20th Street Condominium, 422 West 20th Street, a/k/a 420-424 West 20th Street, New York, New York 10011 (the "Condominium"). In the event any inconsistency between the terms and provisions of this Rider and the Lease and those contained in the Condominium Documents (as defined hereinafter) as same are amended from time to time, the terms and provisions of the Condominium Documents shall govern and be binding. In the event of any inconsistencies between the provisions of the Lease and this Rider, the provisions of this Rider shall govern and be binding.

2. APARTMENT AND USE

The first (1st) paragraph of Section "1" of the Lease is hereby deleted in its entirety and replaced with the following language:

Subject to Paragraph 15 of this Rider, Owner agrees to lease to You Parlor F (the "Apartment") and referred to in the Offering Plan as the "Resident Manager Unit" located on the first floor in the Condominium located at 420 West 20th Street a/k/a 420-424 West 20th Street, Borough of New York, city and State of New York. You shall use the Apartment for the living purposes of the Resident Manager of the Condominium, as more particularly described in the Condominium Documents. The Apartment may only be occupied by the Resident Manager of the Condominium and his or her immediate family members (the "Permitted Occupants"). Residential occupancy by any other persons shall be deemed in violation of this Lease.

3. LENGTH OF LEASE

Section "2" of the Lease is hereby deleted in its entirety and replaced with the following:

"The term of this Lease (the "Lease Term") will be for a five (5) year period, which term shall commence as of the First Closing of title to a Residential Unit. Notwithstanding the foregoing, Owner reserves the right at any time prior to the expiration of the Lease Term

to terminate the Lease in accordance with the provisions of the Offering Plan for the Condominium."

4. RENT

The first (1st) sentence of Section "3" of the Lease is hereby deleted in its entirety and replaced with the following language:

"Your rent for the Apartment is $54,000 per year ($4,500 payable monthly), for the first two (2) years; and $58,200 per year ($4,850 payable monthly) for the remaining three (3) years of the Lease Term (collectively, the "Rent")."

5. CONDOMINIUM DOCUMENTS

Section "4" of the Lease is hereby deleted in its entirety and replaced with the following:

"The Lease is subject and subordinate to (A) (i) the declaration of the Condominium (the "Declaration"); (ii) the By-Laws of the Condominium (the "By-Laws"); (iii) the Rules and Regulations of the Condominium as promulgated by the Condominium Board from time to time ("House Rules"); (iv) terms and conditions set forth in the offering plan of the Condominium as "accepted for filing" by the Department of Law (the "Offering Plan") (The Declaration, By-Laws, House Rules and the Offering Plan are collectively referred to as the "Condominium Documents"); (B) Powers of Attorney granted to the Condominium Board, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Condominium Documents or the Apartment are presently or may in the future be subject. Lessee shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default in the Condominium Documents or a document referred to in (B) above. Lessee shall not exercise any right or privilege under this Lease, the performance of which would be a default in or violation of the Condominium Documents or a document referred to in (B) above. Lessee must promptly execute any certificate(s) that Owner requests to show that this Lease is so subject and subordinate. Lessee authorizes Owner to sign these certificate(s) for Lessee. Lessee acknowledges that Lessee has had the opportunity to read the Condominium Documents. Lessee agrees to observe and be bound by all the terms contained in it which apply to the occupant or user of the Apartment or a user of Condominium common areas and facilities. Lessee agrees to observe all of the Rules and Regulations of the Condominium.

Owner and its agents, contractors and employees, shall not be liable for, injury to any person, or for property damages sustained by Lessee, its Permitted Occupants, licensees, invitees, guests, contractors and agents, or by any other person for any reason except for gross negligence or willful misconduct by Owner and its agents, contractors and employees.

Lessee agrees to protect, indemnify and save harmless Owner and its agents, contractors and from all losses, costs of damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the Apartment."

6. ELECTRICITY AND OTHER UTILITIES

Sections "13(B)" and "13(C)" of the Lease are deleted in their entirety and replaced with the following language:

"You acknowledge and agree that utilities and/or services are not included in the Rent. Owner shall be responsible for basic cable television, telephone and internet service. Lessee shall be responsible for all utilities and any other services (other than basic cable television, telephone and internet), including, without limitation, parking for the Resident Manager. You covenant and agree that at all times your use of electricity will not exceed the capacity of existing feeders to the Apartment or the risers or wiring installations therein and You shall not use any electrical equipment which, in Owner's sole yet reasonable judgment, will overload such installations."

7. APPLIANCES

Section "13(D)" of the Lease is deleted in its entirety and replaced with the following language:

"You acknowledge having inspected the Apartment and having found all of the Appliances in good condition and working order. You agree that at the expiration of the Lease, the Appliances will be returned to Owner in the same condition that the Appliances were delivered to You on the first day the Lease commenced, except for ordinary wear and tear. You shall be responsible for any damage to the Appliances and You shall be required to pay for any such damage, except for ordinary wear and tear. If You fail to pay as provided hereinabove, You shall pay the Owner for the costs of such damage as additional Rent."

8. ENTRY TO APARTMENT

Section "15(C)" of the Lease is deleted in its entirety and replaced with the following language:

"It is expressly understood and agreed that the Owner shall have the absolute right to have the Apartment shown to prospective tenants or purchasers upon reasonable notice to You at least forty-eight (48) hours in advance."

Section "15" of the Lease is further supplemented as with the following language:

"Reasonable times shall include, but not be limited to, weekdays 10:00AM to 7:00PM and weekend and holidays 10:00AM to 5:00PM. No advance written notice shall be required and an oral demand shall be sufficient."

9. ASSIGNMENT

Section "16(A)" of the Lease is deleted in its entirety and replaced with the following language:

"You shall not assign Your interest in this Lease or sublet the Apartment or any part thereof without obtaining the prior written consent of Owner. You acknowledge that such consent may be withheld for any reason or no reason.

Owner may assign or transfer part or all of its interest in the Lease (including the Rider) and in the Apartment without obtaining approval from You."

10. LIABILITY FOR PROPERTY LEFT WITH OWNER'S EMPLOYEES

"You understand and agree that Owner's employees are not authorized by Owner to care for Your personal property. Owner is not responsible for any loss, theft, and/or damage to Your personal property, or any injury caused by the property or its use by building employees. Section "21" of the Lease remains in full force and effect, and is not superseded by anything herein."

11. NOTICE

Section "26B" of the Lease is deleted in its entirety and replaced with the following language:

"B. Notices to Owner. All notices to Owner must be written and delivered by registered or certified mail to Owner at the following address, or to any other address which Owner has given you written notice of:

If to Owner	:	420 West 20th Street, LLC c/o The Brodsky Organization 400 West 59th Street New York, New York 10019
With a copy to	:	Stroock & Stroock & Lavan LLP 180 Maiden Lane New York, New York 10038 Attention: Michel Evanusa, Esq.

In addition, any notice given to Owner shall be effective only upon actual receipt thereof.

12. NO WAIVER OF LEASE PROVISIONS

Section "28(E)" of the Lease is supplemented with the following language:

"This Rider and the Lease shall be binding upon and inure to the benefit of the respective parties hereto, and any of Owner's successors and any successor to You as authorized by the terms of this Lease. You have read this Lease and Rider. All promises and representations are contained in the Lease and/or Rider.

13. DEFINITIONS

Section "30(A)" of the Lease is deleted in its entirety and replaced with the following

language:

"A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person, organization, tenant or designee of the organization that owns legal title to the Apartment. It does not include a former Owner, even if the former Owner signed the Lease."

14. INSURANCE

Section "32" of the Sublease is deleted in its entirety and replaced with the following language:

"You are required to maintain insurance for the Apartment in the amounts and type as more particularly set forth in the By-Laws of the Condominium."

15. RE-DESIGNATION OF APARTMENT UNDER THE LEASE

"Notwithstanding anything to the contrary contained hereinabove, there is no guarantee that the Owner will continue to make the Apartment available for use by You beyond the aforementioned Lease Term, or to make another apartment or Unit available beyond the Lease Term to the Condominium Board for use by the Resident Manager, however, in the event the Owner does decide to make an apartment or Unit available, no representations are made regarding the rental or use and occupancy which will be charged by the Owner therefore after the Lease Term, except that the Rent charged shall be at market rates. In the event that after the Lease Term Owner does not make the Apartment available for use by the Resident Manager, there may be no apartment in the Building for use by the Resident Manager in the Building and any shared services agreement will terminate. In such event the Condominium Board may either: (i) relocate the Resident Manager to another Unit in the Building; (ii) employ a superintendent for the Building who will be provided with an apartment within a distance of one block or two hundred feet from the Building; (iii) employ a twenty-four hour a day janitorial service, in accordance with the provisions of the New York City Housing Maintenance Code, or (iv) take any other actions in accordance with Law.

Owner reserves the right, in its sole discretion, to choose a different Residential Unit other than the Apartment to lease to the Condominium Board to be used as the residence of the Resident Manager; provided, however that it shall not result in the Condominium Board incurring Rent, the sum of which exceed the costs of leasing the Apartment as set forth in Schedule B, by more than twenty-five percent (25%). (See a copy of Schedule B set forth in Part I of the Offering Plan.)"

16. RETURNED CHECK

"If You issue a check to Owner that is returned unpaid for any reason, You shall, upon demand from Owner, immediately pay to Owner as added Rent, the sum of $200.00 for Owner's additional expenses in connection therewith."

17. HOLDING OVER

"If You fail, for any reason, to surrender and deliver to Owner, immediately following the expiration of the Term of this Lease, as more particularly described in Section 3 of this Rider, possession of the Apartment in the condition required under this Lease, then, in such event, You acknowledge and agree that the Owner will incur administrative costs and suffer loss of investment income not contemplated by this Lease, the exact amount of which damages are difficult to ascertain. Accordingly, in any such event, the parties agree that the You shall pay, as liquidated damages, during any such holdover period, for every month or portion thereof until such time as You surrender and deliver to Owner possession of the Apartment in the condition required by this Lease, a monthly sum equal to 200% of the then monthly Rent payable under the Lease, or the maximum amount as permitted by Law, whichever is less. This agreement as to the amount of Owner's damages shall not be construed as permission or consent by Owner to You to hold over after the expiration of the term of this Lease and Owner acceptance of such holdover Rent shall not be a bar to Owner's exercise of any and all other rights and remedies available to it under the Lease or applicable laws in the event of a holdover by You."

18. SERVICES

"Modifications to building services will not be reason for You to stop or partially withhold paying Rent or Additional Rent or to interpose a claim of money damages or claim of eviction, excepting a claim under the warranty of habitability. Damage to the premises or the equipment or appliances therein provided by Owner, caused by Your action or neglect may, at Owner's sole discretion, be repaired by Owner at Your sole expense. The cost of such repairs will be charged to You as additional Rent."

19. LEASE BINDING

"This Lease is binding on Owner and You, Your heirs, distributors, executors, administrators, successors and lawful assignees. In the case of Your assignee, Owner accepts obligations only to those assignees approved by Owner pursuant to the terms of this Lease."

20. RENT REGULATIONS

"You and Owner agree and acknowledge that this Lease and the Apartment are not registered under or subject to, or intended to be subject to, the Rent Stabilization law, the Rent Stabilization Code of the City of New York, of any Federal, State, or City law regulating rents."

21. RENEWAL

"The Lease shall terminate at the end of the Lease Term. There shall be no automatic renewal of the Lease and any extension thereof must be made in writing, signed by both parties."

22. CORPORATE USE

"Notwithstanding that You are a business entity, the Apartment shall be used solely as a private residence for the Resident Manager. You shall notify the Managing Agent of the names of such Permitted Occupants. You covenant that this Lease has been signed by a duly authorized officer or Your representative and has provided such authority to Owner."

23. AS-IS CONDITION

"You acknowledge that you have made a full and complete inspection of the Apartment, the Condominium and its common areas and agree to accept possession of the Apartment, the Condominium and its common areas, in its present "AS IS" condition. You acknowledge that Owner, or Owner's agent, have made no representations or promises in regard to the condition of the Apartment, the Condominium and its Common Elements, any amenities or improvements contained in the Apartment, the Condominium and its Common Elements."

24. CHOICE OF LAW

"This Rider and Lease shall be construed in accordance with the laws of the State of New York. You and Owner consent to the jurisdiction of and agree to the venue of any matter or proceeding commenced in federal, state or city court in the State of New York, New York County."

25. HEADINGS

"The Section headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Rider or Lease."

26. SEVERABILITY

"If any provision of this Rider or the Lease is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Rider or the Lease and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Rider and the Lease, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law."

27. COUNTERPART; FACSIMILE SIGNATURES

"The Lease and this Rider may be executed in any number of counterparts, including counterparts transmitted by facsimile and pdf copies, any one of which shall constitute an original of the Lease and this Rider. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. The Lease and this Rider shall not be binding unless and until it shall be fully executed and delivered by all parties hereto."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Rider to Lease dated as of the date written hereinbelow.

DATE: _____

Owner:

420 West 20th Street, LLC

By:_____
Name:
Title:

You/Lessee:

The Condominium Board of Managers of 422 West 20th Street Condominium

By: _____
Name:
Title: