THIRD AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE IRVIN CONDOMINIUM
308-312 WEST 30TH STREET, NEW YORK, NEW YORK 10001

This Third Amendment modifies and supplements the terms of the Offering Plan for The Irvin Condominium, 308-312 West 30th Street, New York, New York 10001, dated October 8, 2013 (as amended, the "Plan"), and should be read in conjunction with the Plan. All defined terms used herein shall have the meaning ascribed to them in the Plan.

1. PLAN DECLARED EFFECTIVE

The Plan is hereby declared effective.

Sponsor has entered into Agreements with Purchasers for 16 Units (the "Executed Agreements"), which represents 26 % of the Units offered for sale under the Plan. Of the Executed Agreements, 0 are from bona fide Tenant Purchasers; and 16 are from bona fide Non-Tenant Purchasers. All of the Non-Tenant Purchasers have represented that they or one or more members of their immediate family will occupy their respective Units after closing.

Attached hereto as Exhibit A is a copy of the Affidavit in Support of Declaring the Plan Effective, executed by Sponsor.

2. DESIGNATION OF TENTATIVE TAX LOTS; REVISION OF EXHIBIT B TO DECLARATION OF CONDOMINIUM

The New York City Department of Finance has issued tentative tax lots with respect to the Units. Attached hereto as Exhibit B is a list of the Tax Lots assigned to the Units.

3. UPDATE TO DESCRIPTION OF PROPERTY REPORT

As a result of a review by the Architect of the space allocation within the Building, square footage of the Units has been revised. The change in square footage is a result of wall thickness and does not impact the interior dimensions of the Units. In addition, certain layout changes (including, for example, removal of a bedroom and kitchen/bathroom location) have been made to some of the Units; however, the changes do not impact the square footage of the Units. Accordingly, the Description of Property and Building Condition Property Report has changed slightly and the Appendix 4 - Floor Plans to the Description of Property and Building Condition Property Report has been revised. See Exhibit C.

4. REVISED SCHEDULE A - PRICES OF UNITS AND RELATED INFORMATION

Attached hereto as Exhibit D is a new Schedule A - Prices of Units and Related Information, which has been revised as to the aforesaid square footage and number of bedrooms. Attached hereto as Exhibit E are Real Property Section 339-i Compliance Letters.

5. INCORPORATION OF THE PLAN

The Plan, as modified and supplemented hereby, is incorporated herein by reference with the same effect as if set forth in length.

6. **NO MATERIAL CHANGES**

Except as set forth in this Amendment, there have been no material changes to the Plan.

Sponsor:

WEST 30th REALTY LLC

Dated: New York, New York
March 31, 2014

EXHIBIT A

AFFIDAVIT IN SUPPORT OF DECLARING THE PLAN EFFECTIVE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Joel Wiener, being duly sworn, deposes and says:

1. I am the president and chairman of the Board of The Zarasai Group Ltd, the sole member of Pinnacle Partners GP LLC, the sole member of Pinnacle Holding Company XXXII LLC, the sole member of West 30th Realty LLC, the Sponsor of the Offering Plan (the "Plan") for the sale of condominium units in the building located at 308-312 West 30th Street, New York, New York 10001 (the "Building") and as such I am authorized to make this Affidavit on behalf of the Sponsor;

2. The Plan was accepted for filing by the NYS Department of Law on October 8, 2013 under File No. is CD12-0242;

3. Service by mailing a copy of the Plan to at least one tenant in occupancy of each Unit at the Building was completed on November 4, 2013;

4. All statements required pursuant to GBL Section 352-eeee have been posted;

5. Sponsor has entered into Agreements with Purchasers covering 16 Units (the "Executed Agreements") representing 26 % of the Units offered for sale. Sponsor is counting the Executed Agreements towards effectiveness;

6. To the knowledge of the undersigned none of the Executed Agreements have been assigned or transferred by a tenant other than in accordance with the Plan. Assignees, if any, provided an affidavit stating that the assignee was not procured by Sponsor, the selling agent or the managing agent, and that the assignee or a specified member of assignee's immediate family will occupy the Unit after closing;

7. 16 Purchasers under the Executed Agreements are bona fide Non-Tenant Purchasers; 0 Purchasers are bona fide Tenant Purchasers. All of the aforesaid Non-Tenant Purchasers have represented that they or one or more members of their immediate family will occupy their respective Units after closing;

8. The Purchasers under the Executed Agreements are not purchasing their respective Units as an accommodation to, or for the account or benefit of, Sponsor or Sponsor's principals;

9. The Purchasers under the Executed Agreements have duly executed their respective Agreements and have paid the full Deposit as required in the Procedure to Purchase section of the Plan;

10. There are no material changes to "Schedule B – Projected Budget for First Year of Condominium Operation" which have not been disclosed in a duly filed amendment to the Plan;

11. None of the Purchasers under the Executed Agreements are (i) Sponsor, the Selling Agent or the Managing Agent, (ii) principals of Sponsor, the Selling Agent or the Managing Agent or (iii) related to Sponsor, the Selling Agent or the Managing Agent or to any principal of Sponsor, the Selling Agent, or the Managing Agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder or a limited partner, except that the Purchaser of Unit 10B is a business associate of Sponsor, but is purchasing the Unit at arm's length market price for his daughter to reside in; and

12. Annexed hereto as Schedule A is a schedule of the Units which are being counted towards effectiveness.

WEST 30th REALTY LLC

By: _____
Name: Joel Wiener

Sworn to before me this
20 day of December, 2013

_____
Notary Public

DAISY TERRANOVA
Notary Public, State of New York
No. 01TE6166468
Qualified in Bronx County
Commission Expires May 21, 2015

SCHEDULE A

Unit #	Date of Agreement	Bona Fide Purchaser
2C	12/05/13	X
2F	12/05/13	X
3D	12/03/13	X
4F	12/19/13	X
5E	12/18/13	X
6A	12/10/13	X
6F	11/22/13	X
7A	11/25/13	X
7B	12/03/13	X
7D	12/13/13	X
7E	12/12/13	X
8A	12/05/13	X
9D	11/19/13	X
9F	12/05/13	X
10A	12/23/13	X
10B	11/15/13	X

Exhibit B

CONDOMINIUM NO. 2455

THE IRVIN CONDOMINIUM
308 WEST 30TH STREET, NEW YORK, NY 10001

BLOCK 753

UNIT No.	TAX LOT	UNIT No.	TAX LOT	UNIT No.	TAX LOT	UNIT No.	TAX LOT
1A	1101	3F	1116	6D	1132	9B	1148
1B	SUPER	4A	1117	6E	1133	9C	1149
1C	1102	4B	1118	6F	1134	9D	1150
1D	1103	4C	1119	7A	1135	9E	1151
1E	1104	4D	1120	7B	1136	9F	1152
2A	1105	4E	1121	7C	1137	10A	1153
2B	1106	4F	1122	7D	1138	10B	1154
2C	1107	5A	1123	7E	1139	10C	1155
2D	1108	5B	1124	7F	1140	10D	1156
2E	1109	5C	1125	8A	1141	10E	1157
2F	1110	5D	1126	8B	1142	10F	1158
3A	1111	5E	1127	8C	1143	PHA (11A)	1159
3B	1112	5F	1128	8D	1144	PHB (11B)	1160
3C	1113	6A	1129	8E	1145		
3D	1114	6B	1130	8F	1146		
3E	1115	6C	1131	9A	1147		

WEST 30TH
REALTY LLC, LLC
ONE PENN PLAZA,
SUITE 4000
NEW YORK, NY 10119
CONDOMINIUM CONVERSION

THE IRVIN CONDOMINIUM
308 WEST 30TH STREET
NEW YORK, NY 10001

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

TAX LOT
ALLOCATION

DATE: 11/22/2013 DRAWN BY: JL
SCALE: AS NOTED CHECKED BY: JL
JOB No. 13-309W30 SHEET 17 of 17

A-115.00

HOWARD L.
ZIMMERMAN
ARCHITECTS PC

Exhibit C

January 29, 2014

West 30th Street Realty LLC
c/o Pinnacle Group
1 Penn Plaza, Suite 4000
New York, NY 10019

Re: **The Irvin Condominium**
308-312 West 30th Street
New York, NY 10001
Supplement to Architect's Report

To Whom It May Concern,

As a result of a review of space allocation within the Building referenced above, the square footage values noted in the 'Description of Property & Building Condition' Report dated December 19, 2012 and revised on July 1, 2013 have changed slightly. This change is a result of wall thicknesses and does not impact the interior dimensions of the units.

Sincerely,

Howard L. Zimmerman, AIA, *Principal*
Howard L. Zimmerman Architects, P.C.

REGISTERED ARCHITECT
HOWARD L. ZIMMERMAN
14327
STATE OF NEW YORK

Unit	Tax Lot	Area (SF)
1A	1101	432
1B	SUPER	780
1C	1102	737
1D	1103	587
1E	1104	580

Unit	Tax Lot	Area (SF)
PHA	1159	777
PHB	1160	939

Unit	Tax Lot	Area (SF)
2A	1105	575
2B	1106	731
2C	1107	591
2D	1108	632
2E	1109	722
2F	1110	566

Unit	Tax Lot	Area (SF)
3A	1111	569
3B	1112	737
3C	1113	591
3D	1114	637
3E	1115	717
3F	1116	566

Unit	Tax Lot	Area (SF)
4A	1117	569
4B	1118	737
4C	1119	592
4D	1120	637
4E	1121	716
4F	1122	566

Unit	Tax Lot	Area (SF)
5A	1123	569
5B	1124	737
5C	1125	592
5D	1126	637
5E	1127	716
5F	1128	566

Unit	Tax Lot	Area (SF)
6A	1129	575
6B	1130	731
6C	1131	592
6D	1132	637
6E	1133	716
6F	1134	566

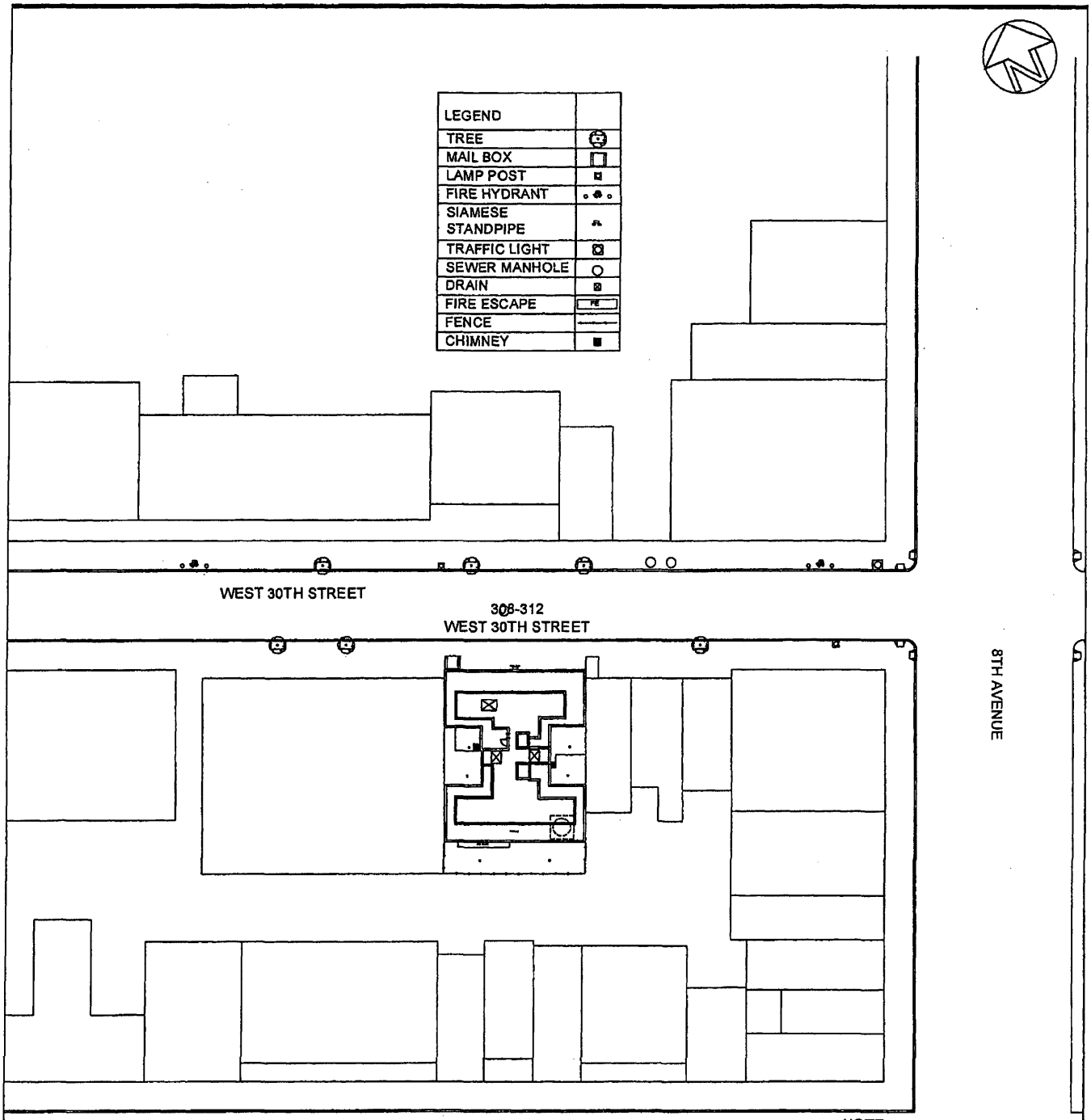
Unit	Tax Lot	Area (SF)
7A	1135	575
7B	1136	731
7C	1137	591
7D	1138	637
7E	1139	717
7F	1140	566

Unit	Tax Lot	Area (SF)
8A	1141	575
8B	1142	731
8C	1143	592
8D	1144	637
8E	1145	716
8F	1146	566

Unit	Tax Lot	Area (SF)
9A	1147	575
9B	1148	731
9C	1149	592
9D	1150	637
9E	1151	716
9F	1152	566

Unit	Tax Lot	Area (SF)
10A	1153	576
10B	1154	731
10C	1155	591
10D	1156	637
10E	1157	716
10F	1158	566

Unit	Original SF	Revised SF	Change in Area	% Change
1A	428	432	4	0.93%
1B	779	780	1	0.13%
1C	723	737	14	1.94%
1D	586	587	1	0.17%
1E	563	580	17	3.02%
2A	571	575	4	0.70%
2B	731	731	0	0.00%
2C	589	591	2	0.34%
2D	636	632	4	0.63%
2E	720	722	2	0.28%
2F	562	566	4	0.71%
3A	562	569	7	1.25%
3B	740	737	3	0.41%
3C	589	591	2	0.34%
3D	636	637	1	0.16%
3E	720	717	3	0.42%
3F	562	566	4	0.71%
4A	562	569	7	1.25%
4B	740	737	3	0.41%
4C	589	592	3	0.51%
4D	636	637	1	0.16%
4E	720	716	4	0.56%
4F	562	566	4	0.71%
5A	562	569	7	1.25%
5B	740	737	3	0.41%
5C	589	592	3	0.51%
5D	636	637	1	0.16%
5E	720	716	4	0.56%
5F	562	566	4	0.71%
6A	571	575	4	0.70%
6B	731	731	0	0.00%
6C	589	592	3	0.51%
6D	636	637	1	0.16%
6E	720	716	4	0.56%
6F	562	566	4	0.71%
7A	571	575	4	0.70%
7B	731	731	0	0.00%
7C	589	591	2	0.34%
7D	636	637	1	0.16%
7E	720	717	3	0.42%
7F	562	566	4	0.71%
8A	571	575	4	0.70%
8B	731	731	0	0.00%
8C	589	592	3	0.51%
8D	636	637	1	0.16%
8E	720	716	4	0.56%
8F	562	566	4	0.71%
9A	571	575	4	0.70%
9B	731	731	0	0.00%
9C	589	592	3	0.51%
9D	636	637	1	0.16%
9E	720	716	4	0.56%
9F	562	566	4	0.71%
10A	571	576	5	0.88%
10B	731	731	0	0.00%
10C	589	591	2	0.34%
10D	636	637	1	0.16%
10E	720	716	4	0.56%
10F	562	566	4	0.71%
PHA	776	777	1	0.13%
PHB	938	939	1	0.11%



NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

1 **SITE PLAN**
1/64" = 1'-0"

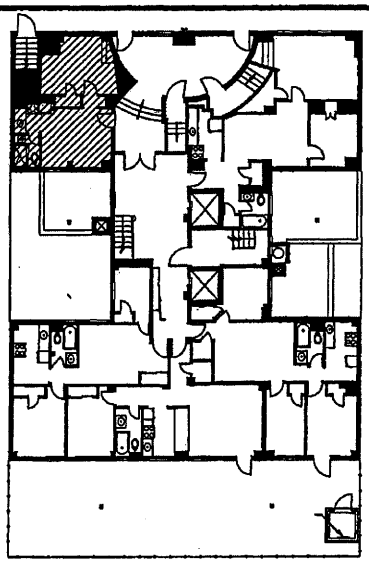
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

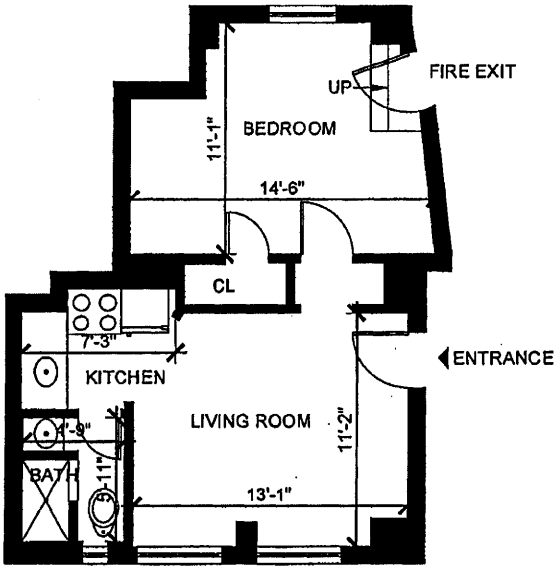
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A1-01





NOTE:
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APPROXIMATE SF = 432

1 **UNIT 1A**
1/8" = 1'-0"

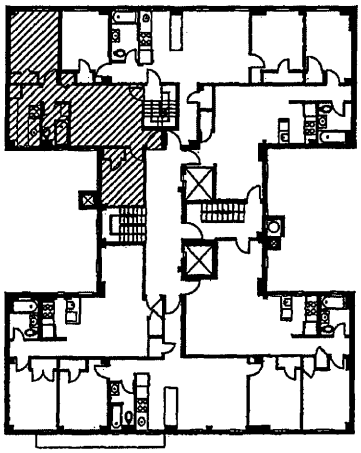
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

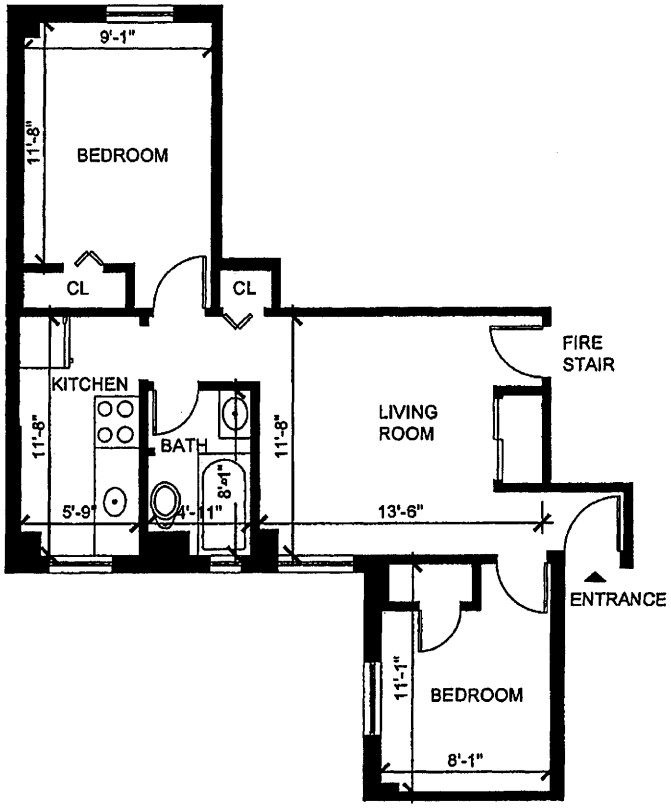
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED
DATE:	01/29/2014
JOB No.	12-308-312 W 30th Street
DRAWN BY:	AH
CHECKED BY:	JL

A2-01





*NO ACCESS PROVIDED. THIS LAYOUT IS ASSUMED TO BE TYPICAL.

NOTE:
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1 **UNITS 2A* AND 9A**
1/8" = 1'-0"

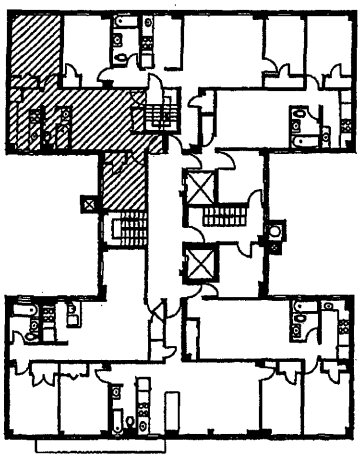
APPROXIMATE SF = 575

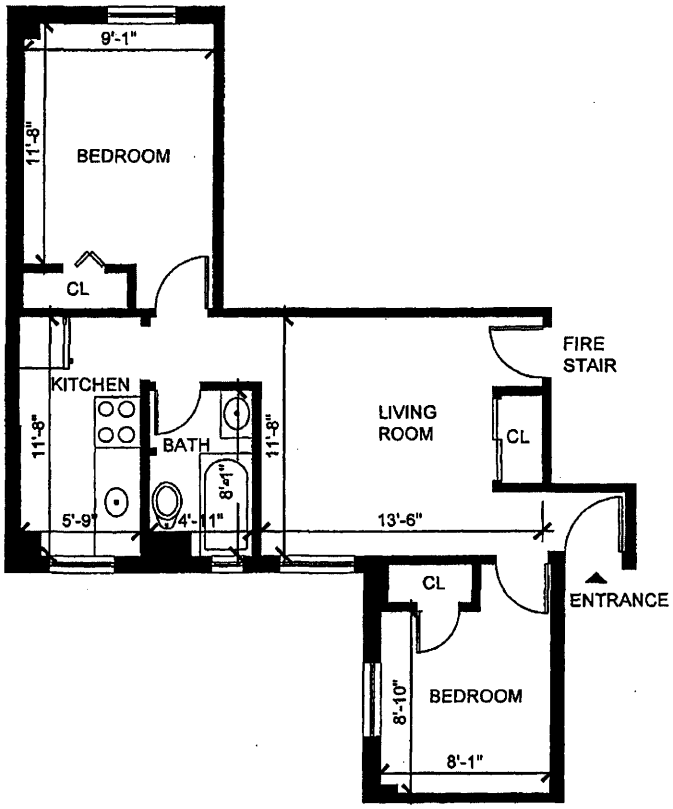
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-02





1 **UNITS 3A AND 4A**

1/8" = 1'-0"

NOTE:
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APPROXIMATE SF = 569

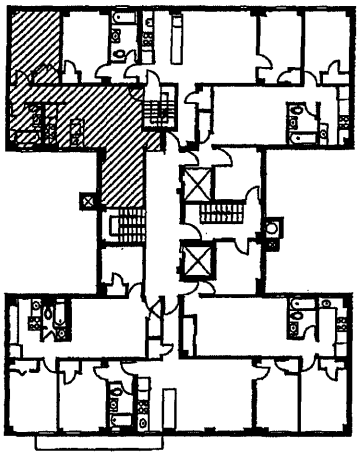
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

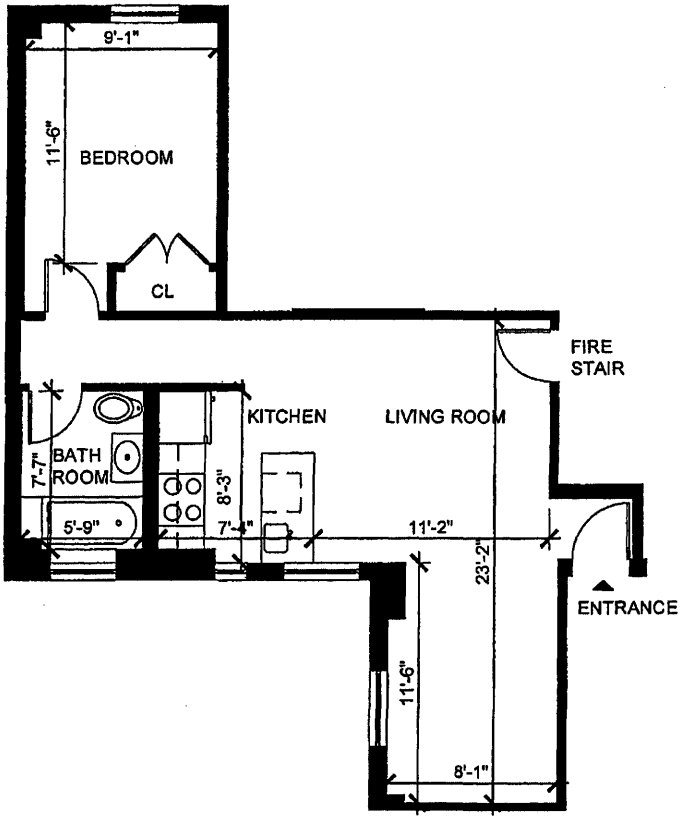
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-03





NOTE:
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UNIT 7A WAS MEASURED WHILE UNDER CONSTRUCTION AND NOTED TO BE A TYPICAL LAYOUT (EXCEPT FOR CLOSET).

APPROXIMATE SF = 569

1 **RENOVATED UNIT 5A**
1/8" = 1'-0"

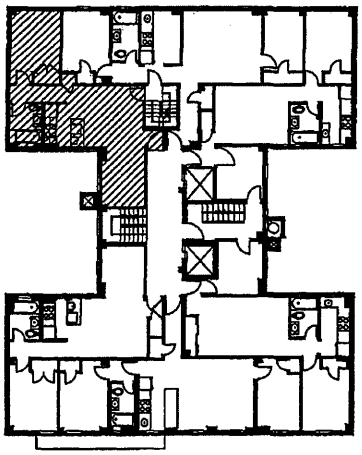
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

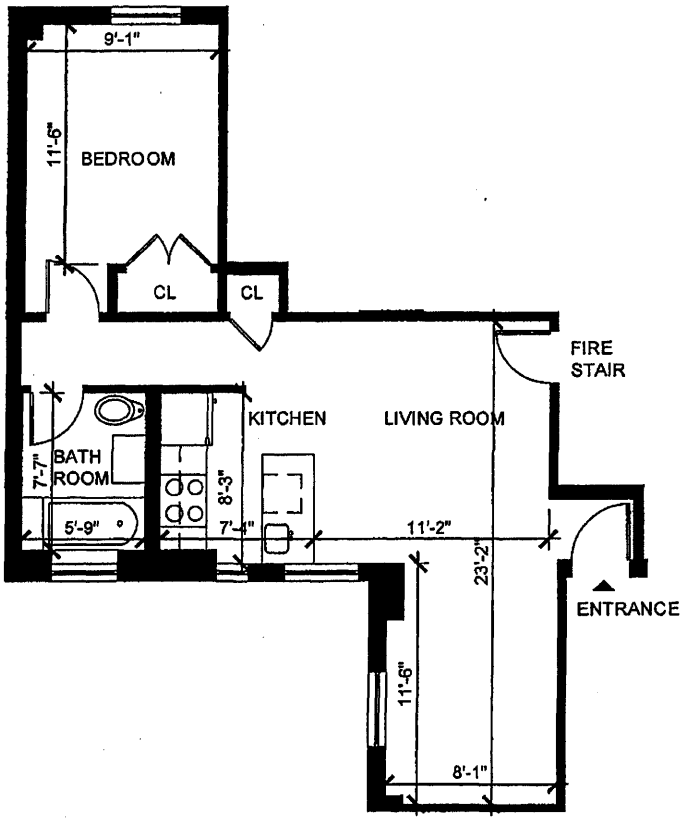
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-04R





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

UNIT 7A WAS MEASURED WHILE UNDER CONSTRUCTION AND NOTED TO BE A TYPICAL LAYOUT.

1 **RENOVATED UNITS 6, 7, 8, AND 10A**
1/8" = 1'-0"

UNITS 6/7/8A APPROXIMATE SF = 575
UNIT 10A APPROXIMATE SF = 576

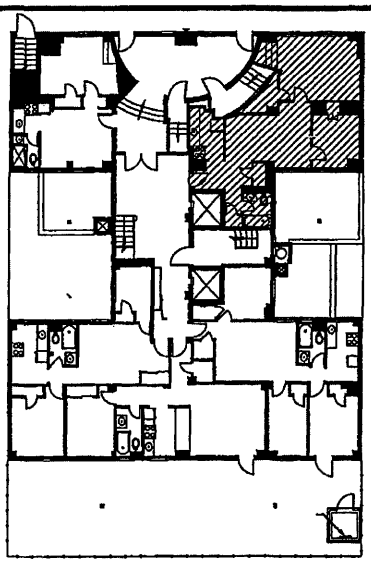
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

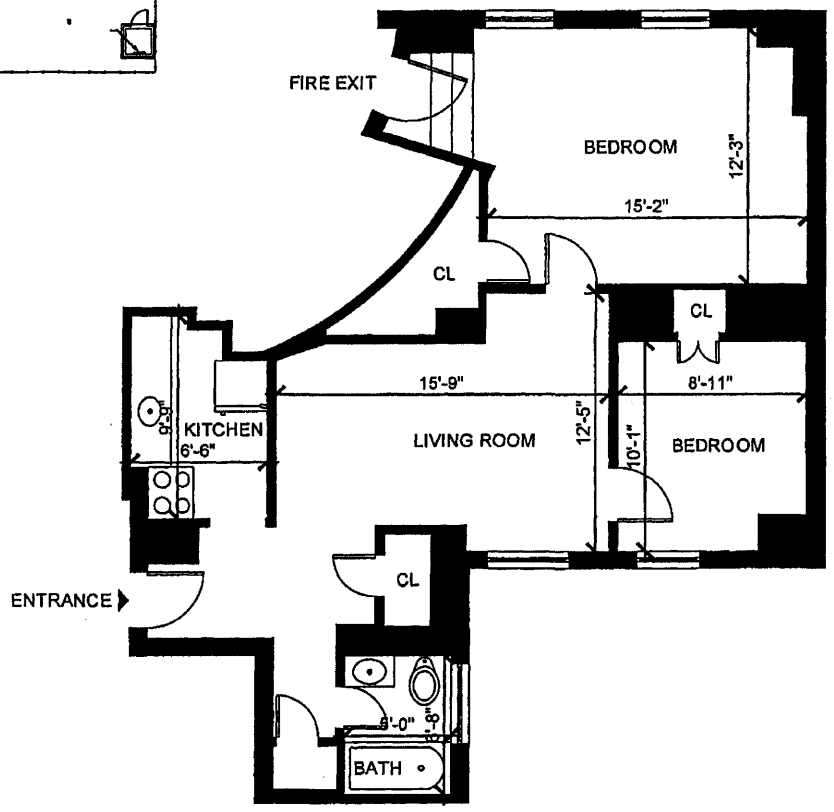
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-05R





NOTE:
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APPROXIMATE SF = 780

1 **UNIT 1B**
1/8" = 1'-0"

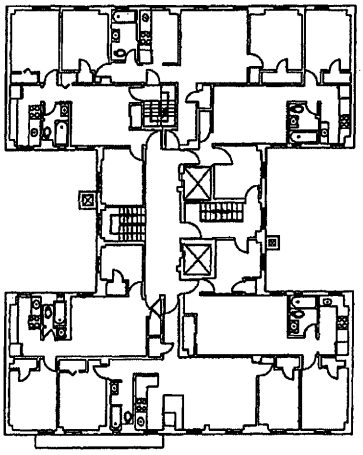
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

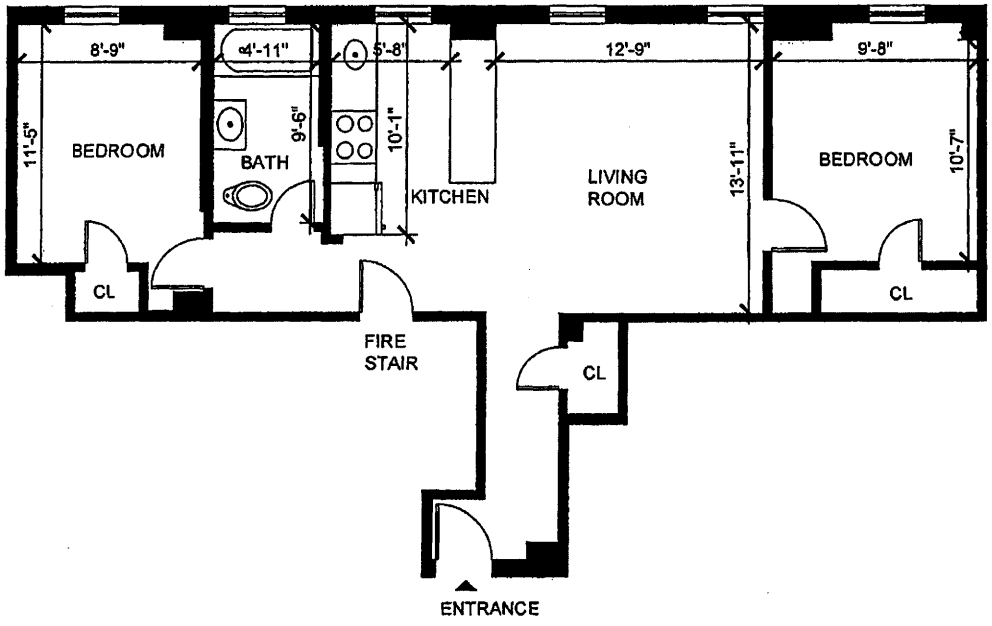
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-07



*NO ACCESS PROVIDED. THIS LAYOUT IS ASSUMED TO BE TYPICAL.



NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 731

1 **UNITS 2*, 6, 8, AND 9B**
1/8" = 1'-0"

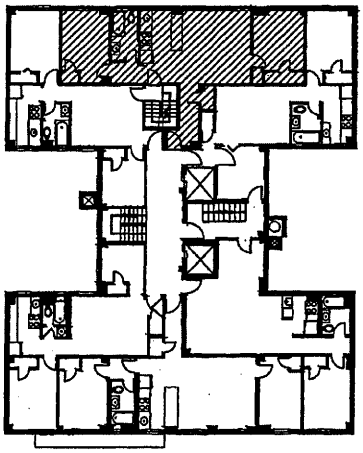
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

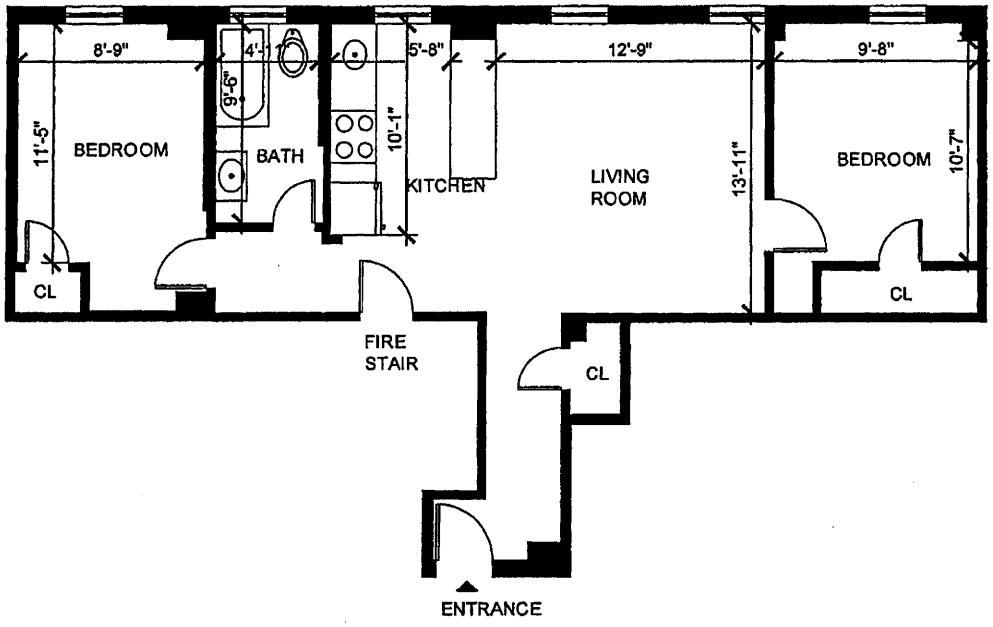
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED
DATE:	01/29/2014
JOB No.	12-308-312 W 30th Street
DRAWN BY:	AH
CHECKED BY:	JL

A2-08





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 737

1 **UNIT 3B**
1/8" = 1'-0"

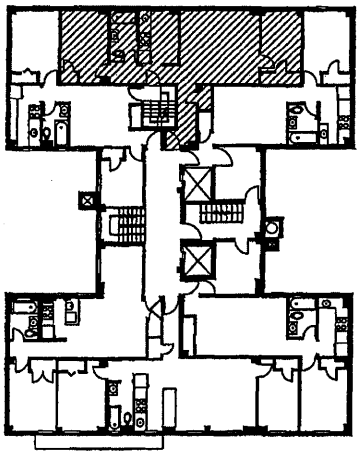
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

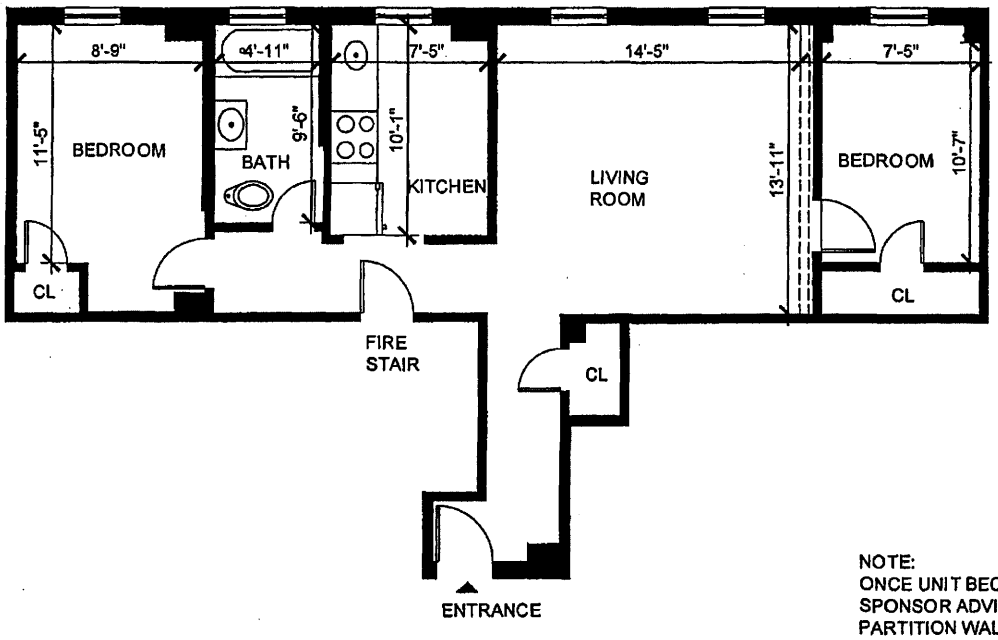
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-09





NOTE:
ONCE UNIT BECOMES VACANT, SPONSOR ADVISES THAT PARTITION WALLS AND DOORS WILL BE MOVED TO DASHED LINES (AT MINIMUM) TO COMPLY WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 737

1 UNIT 4B
1/8" = 1'-0"

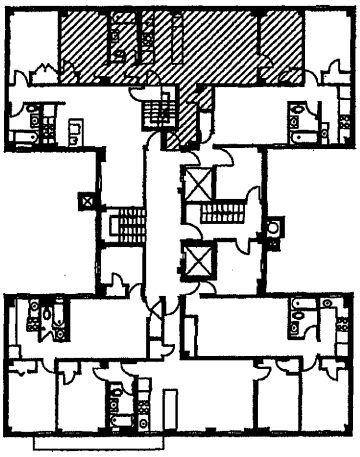
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

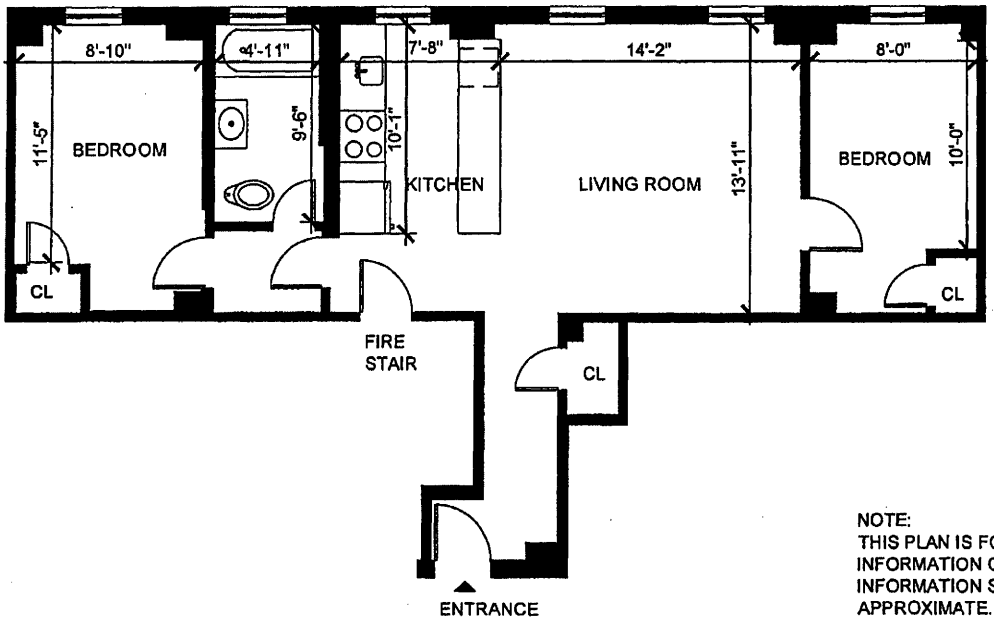
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-10





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

UNIT 7B WAS MEASURED WHILE UNDER CONSTRUCTION AND NOTED TO BE A TYPICAL LAYOUT (EXCEPT FOR CLOSET).

APPROXIMATE SF = 737

1 **RENOVATED UNIT 5B**
1/8" = 1'-0"

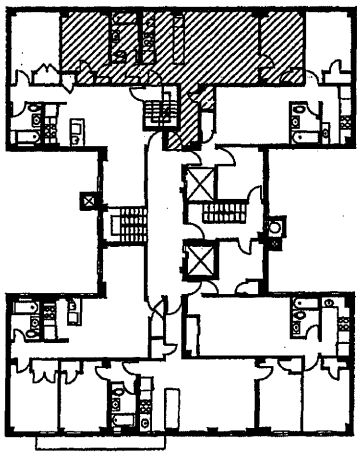
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

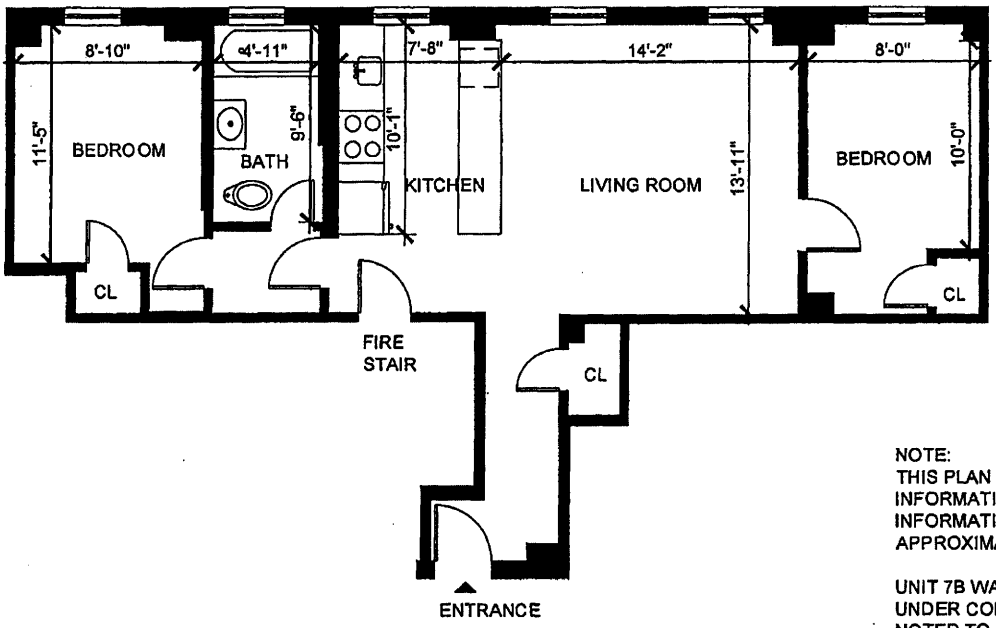
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No.: 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-11R





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

UNIT 7B WAS MEASURED WHILE UNDER CONSTRUCTION AND NOTED TO BE A TYPICAL LAYOUT.

APPROXIMATE SF = 731

1 **RENOVATED UNITS 7 AND 10B**
1/8" = 1'-0"

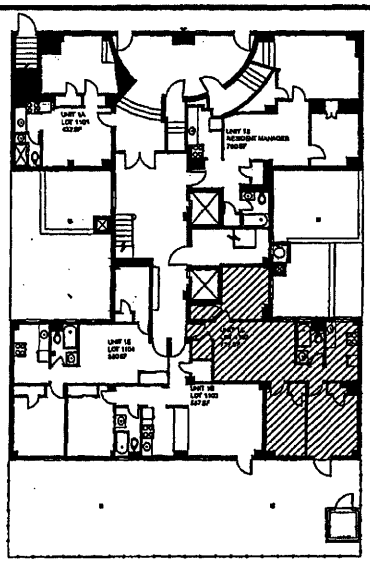
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

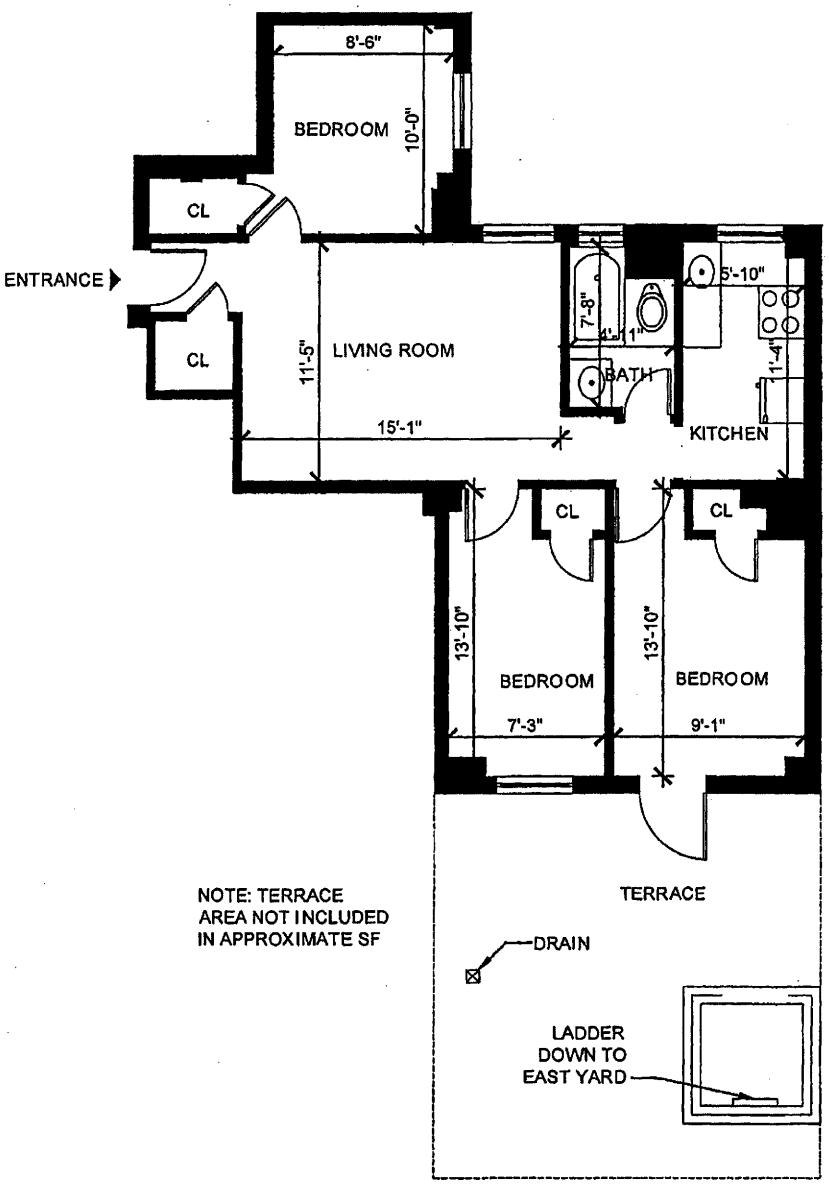
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-12R





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. WHERE NECESSARY, PARTITION WALLS MUST BE DEMOLISHED AND/OR MOVED TO COMPLY.

NOTE: TERRACE AREA NOT INCLUDED IN APPROXIMATE SF

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

1 UNIT 1C
1/8" = 1'-0"

APPROXIMATE SF = 737

APPROXIMATE TERRACE SF = 302

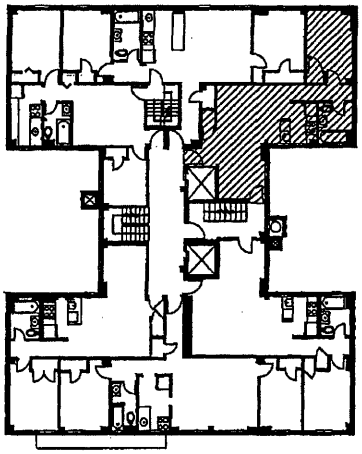
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

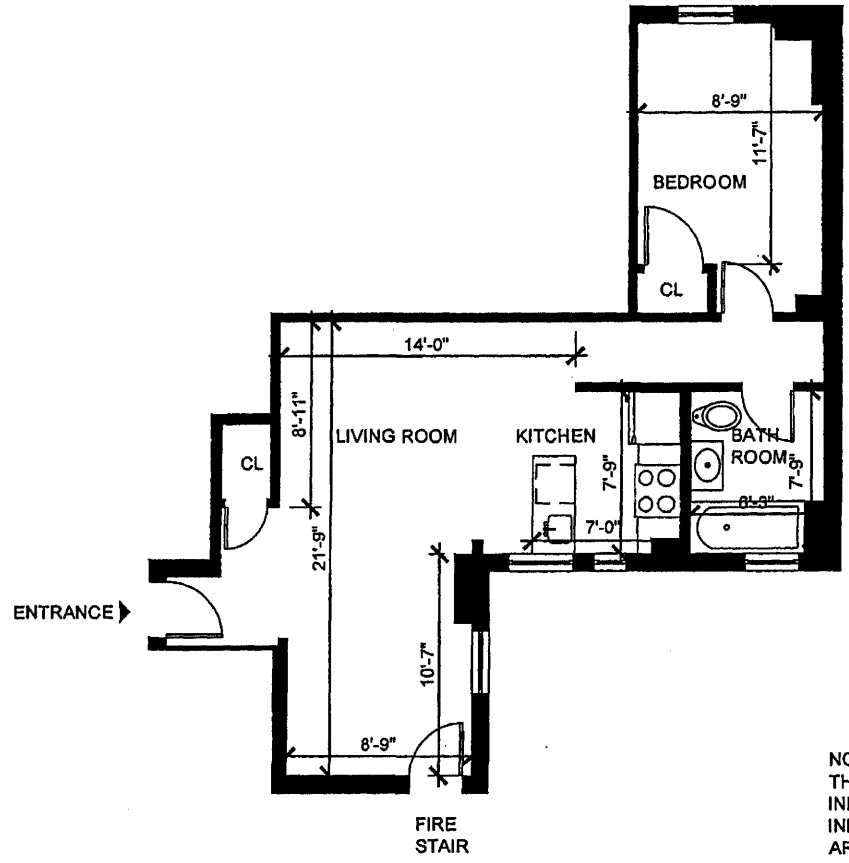
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-13





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

UNIT 2C WAS MEASURED WHILE UNDER CONSTRUCTION AND NOTED TO BE A TYPICAL LAYOUT.

UNITS 2/10C APPROXIMATE SF = 591
UNIT 9C APPROXIMATE SF = 592

1 RENOVATED UNITS 2, 9 AND 10C

1/8" = 1'-0"

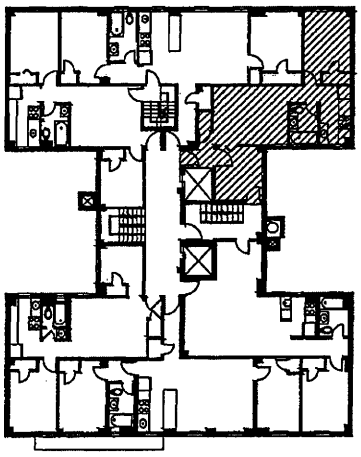
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

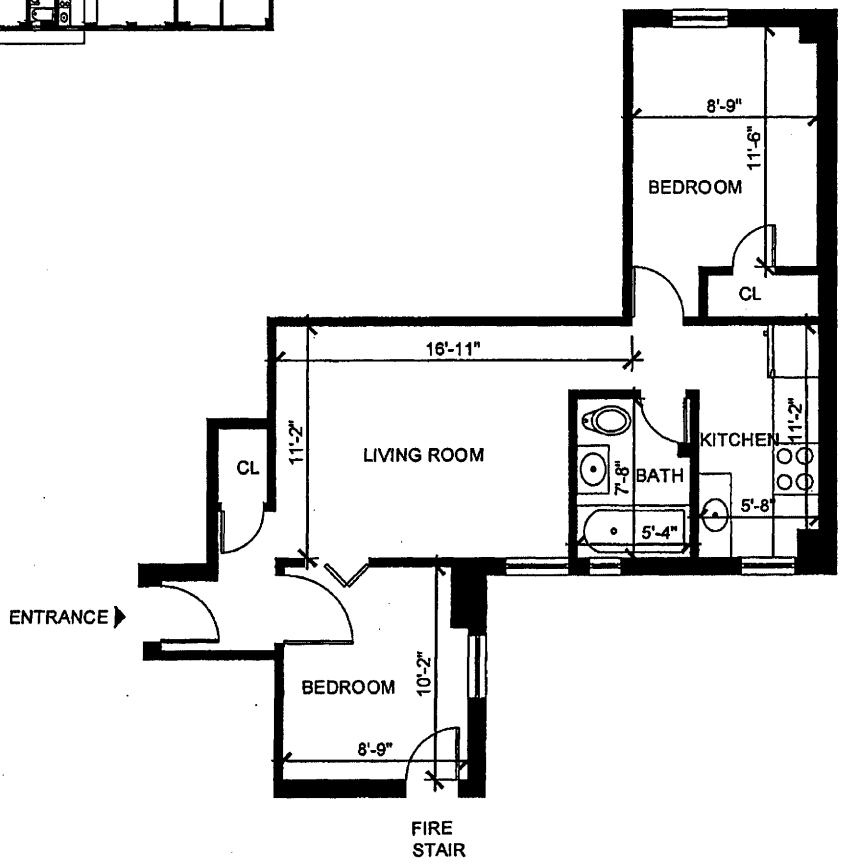
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
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JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-14R





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 591

1 **UNIT 3C**
1/8" = 1'-0"

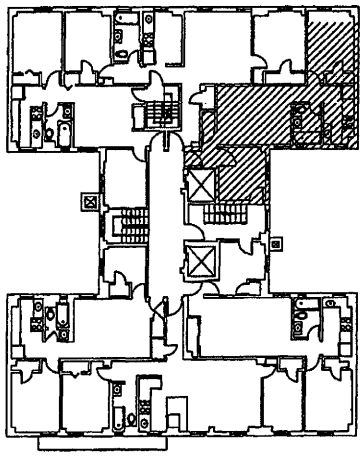
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

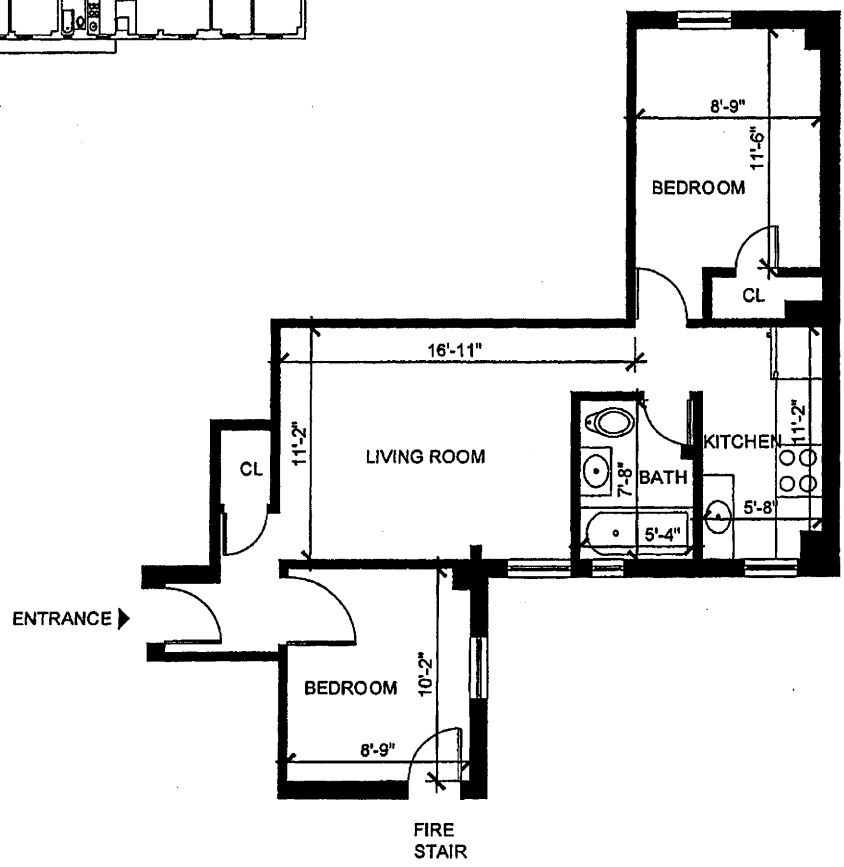
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
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SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-15





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

UNITS 4/5/6C APPROXIMATE SF = 592
UNIT 7C APPROXIMATE SF = 591

1 **UNITS 4, 5, 6, AND 7C**
1/8" = 1'-0"

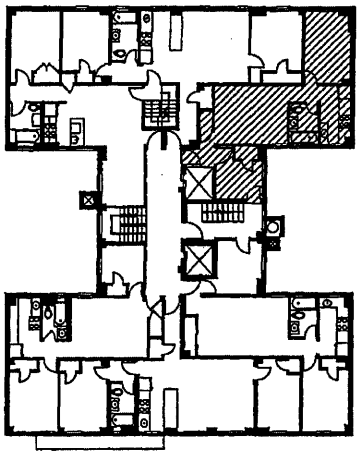
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

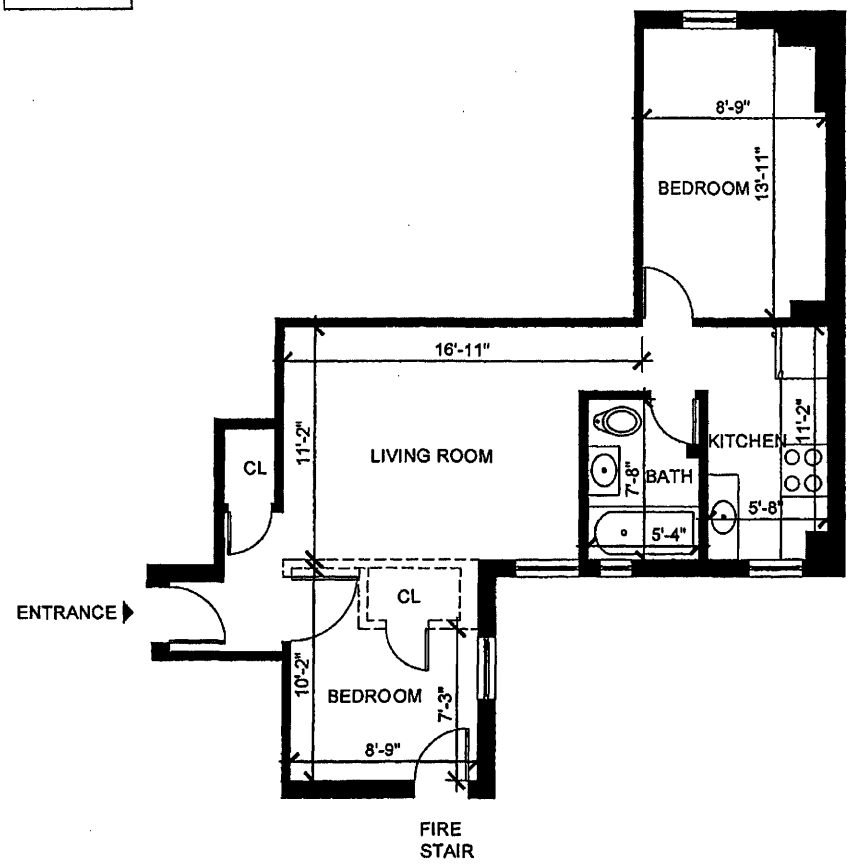
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-16





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 592

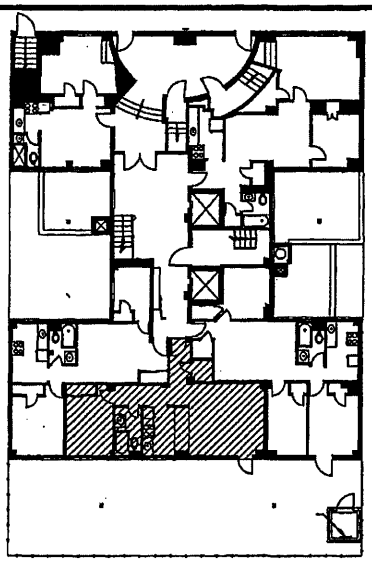
1 **UNIT 8C**
1/8" = 1'-0"

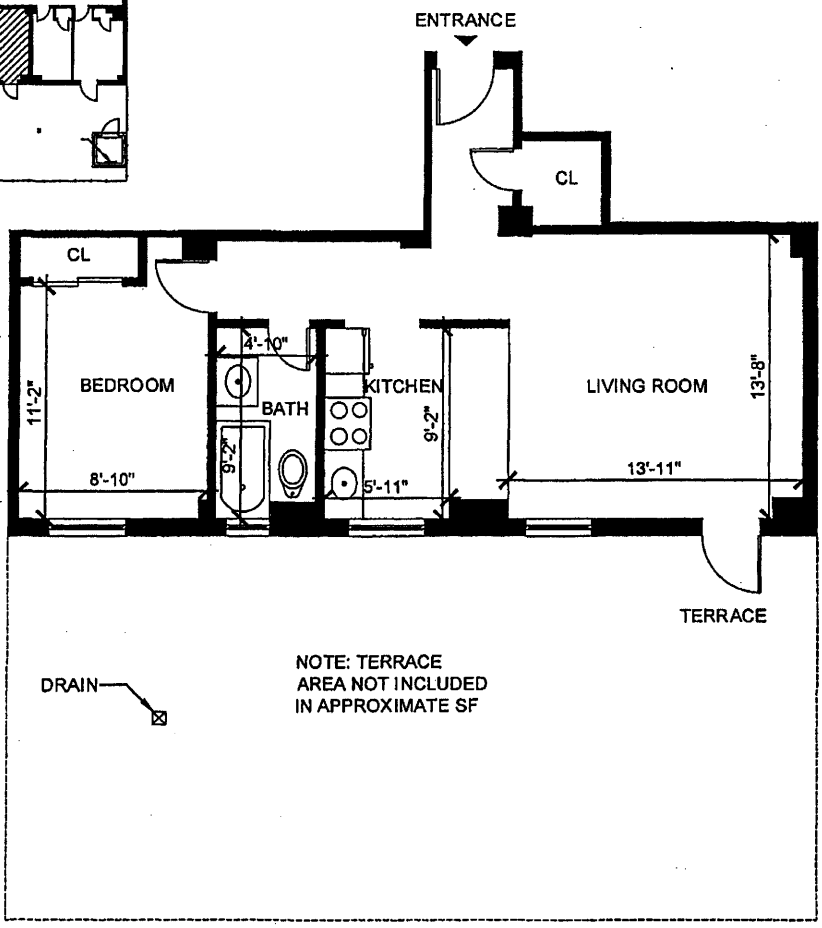
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-17





NOTE:
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APPROXIMATE SF = 587

APPROXIMATE TERRACE SF = 704

1 **UNIT 1D**

1/8" = 1'-0"

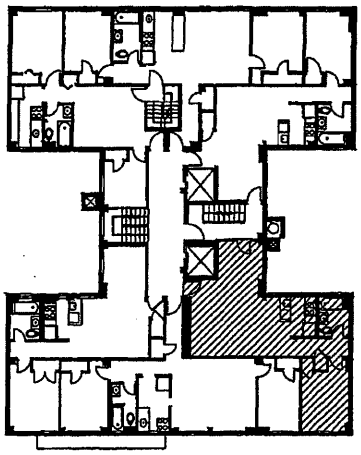
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

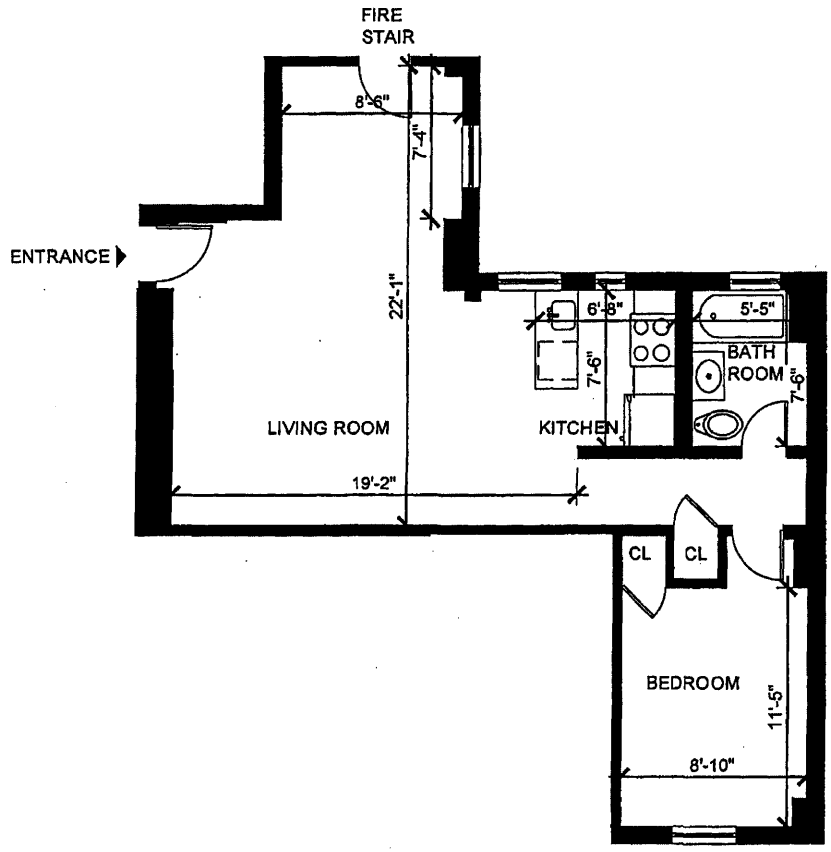
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-19





1 **RENOVATED UNITS 2, 3, AND 9D**

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

UNIT 2D WAS MEASURED WHILE UNDER CONSTRUCTION AND NOTED TO BE A TYPICAL LAYOUT.

UNIT 2D APPROXIMATE SF = 632
UNITS 3/9D APPROXIMATE SF = 637

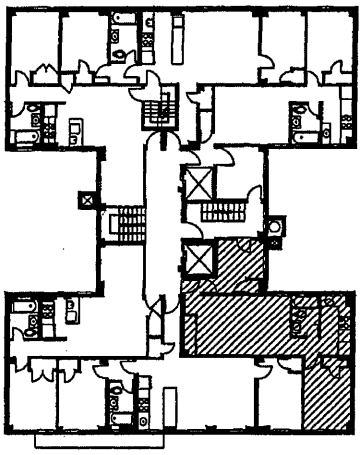
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

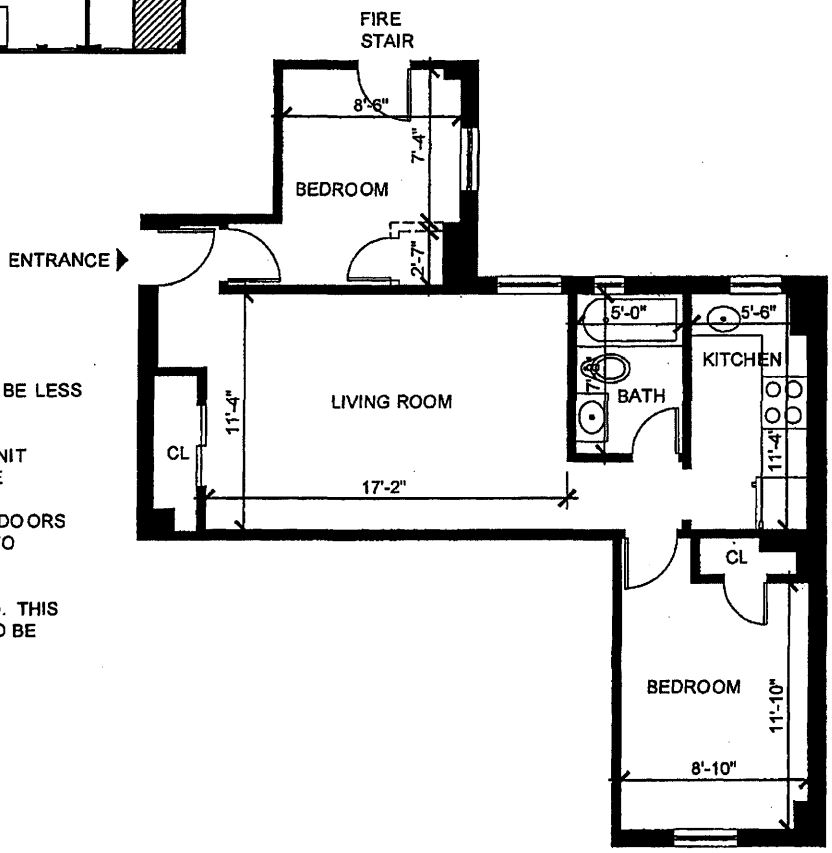
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED
DATE:	01/29/2014
JOB No.	12-308-312 W 30th Street
DRAWN BY:	AH
CHECKED BY:	JL

A2-20R





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

*NO ACCESS PROVIDED. THIS LAYOUT IS ASSUMED TO BE TYPICAL.

NOTE:
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APPROXIMATE SF = 637

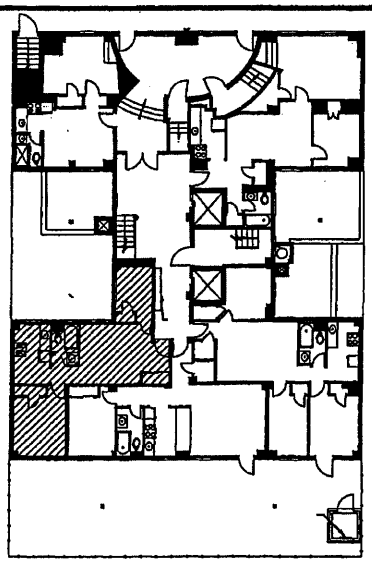
1 **UNITS 4, 5*, 6*, 7, 8*, AND 10D**
1/8" = 1'-0"

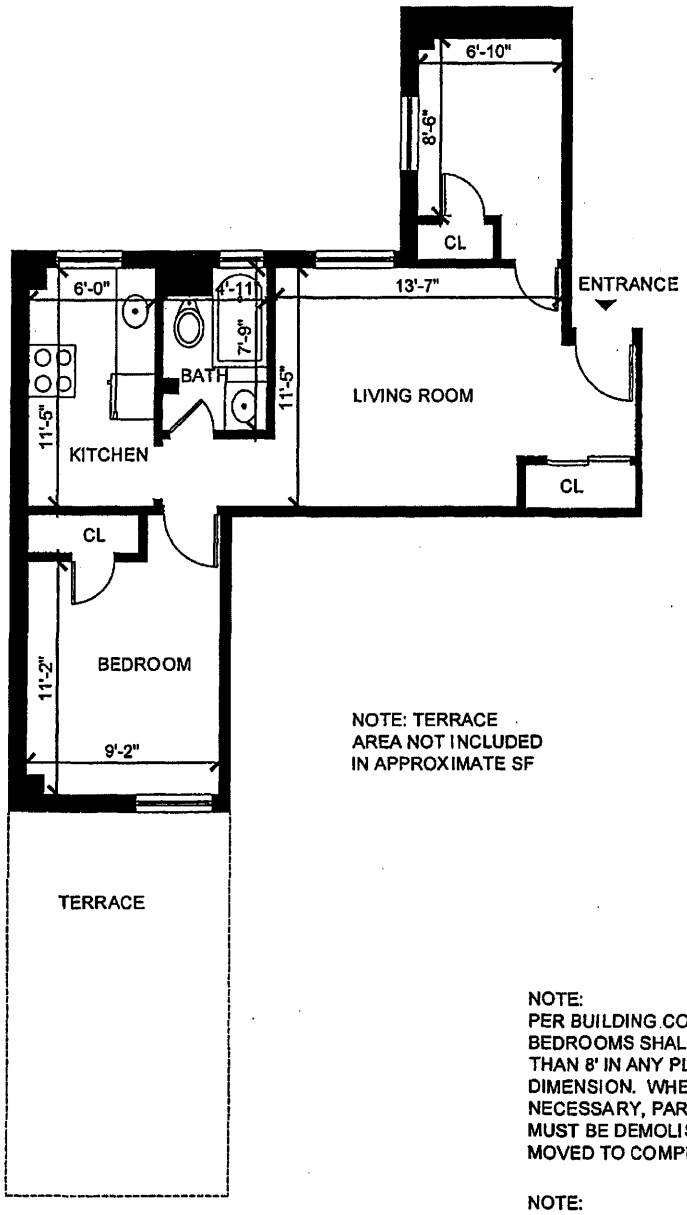
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
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NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-22





NOTE: TERRACE AREA NOT INCLUDED IN APPROXIMATE SF

NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. WHERE NECESSARY, PARTITION WALLS MUST BE DEMOLISHED AND/OR MOVED TO COMPLY.

NOTE:
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1 **UNIT 1E**
1/8" = 1'-0"

APPROXIMATE SF = 580

APPROXIMATE TERRACE SF = 193

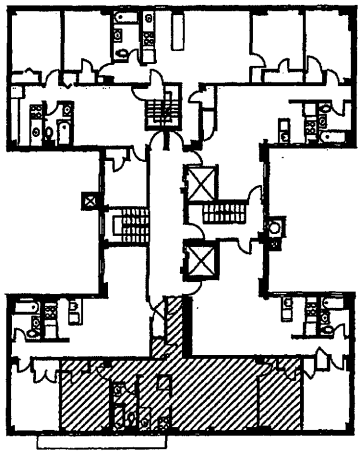
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

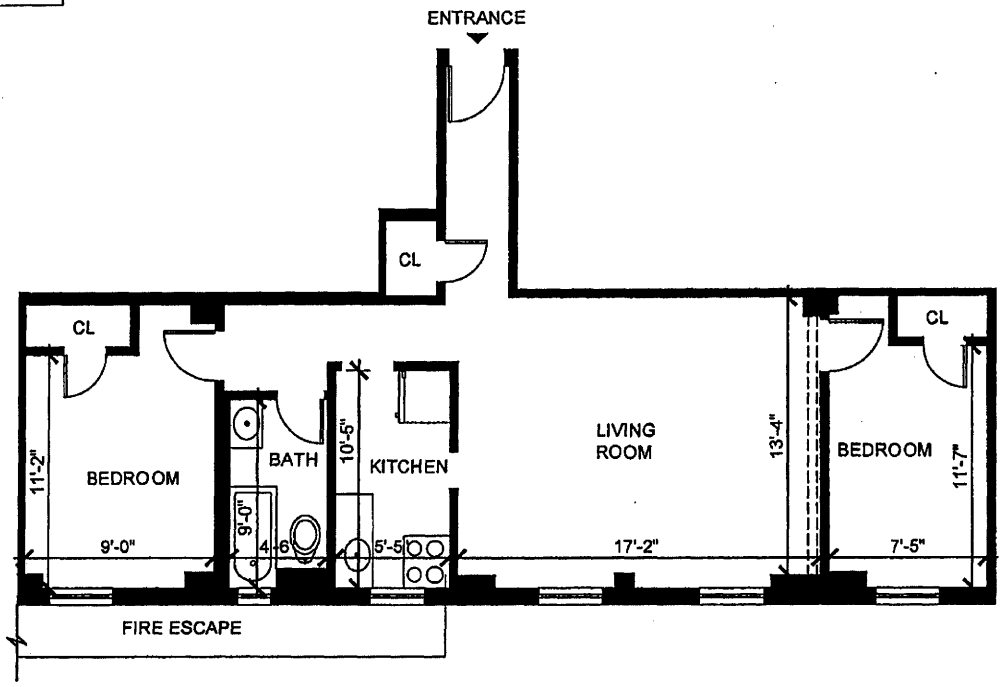
11 West 30th Street, New York, N.Y. 10001
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308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-24





NOTE:
ONCE UNIT BECOMES VACANT, SPONSOR ADVISES THAT PARTITION WALLS AND DOORS WILL BE MOVED TO DASHED LINES (AT MINIMUM) TO COMPLY WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 722

1 **UNIT 2E**
1/8" = 1'-0"

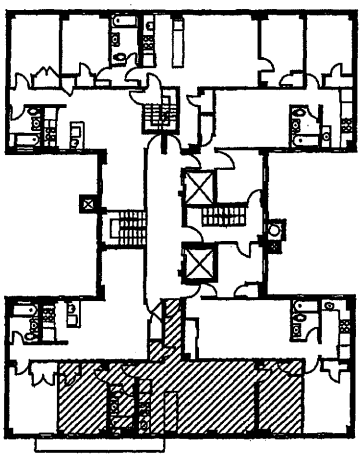
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

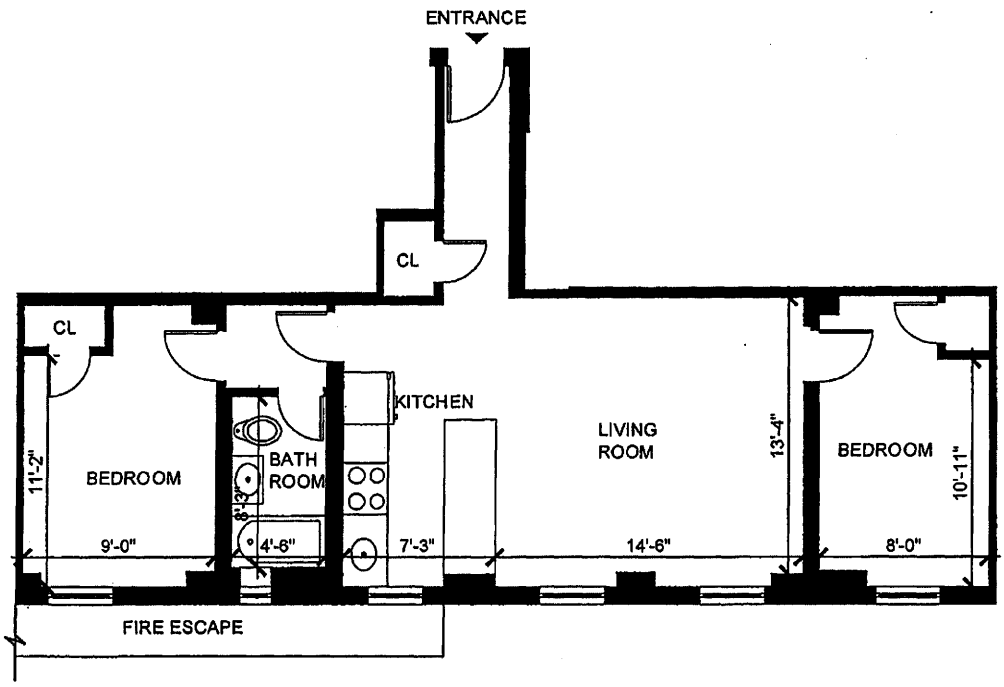
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
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DRAWN BY:	AH
CHECKED BY:	JL

A2-25





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

UNIT 7E WAS MEASURED WHILE UNDER CONSTRUCTION AND NOTED TO BE A TYPICAL LAYOUT.

UNITS 3/7E APPROXIMATE SF = 717
UNITS 5/6/8E APPROXIMATE SF = 716

1 RENOVATED UNITS 3, 5, 6, 7 AND 8E

1/8" = 1'-0"

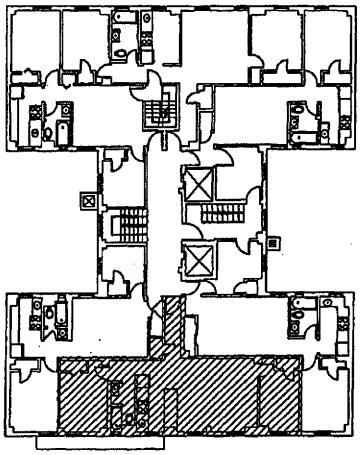
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

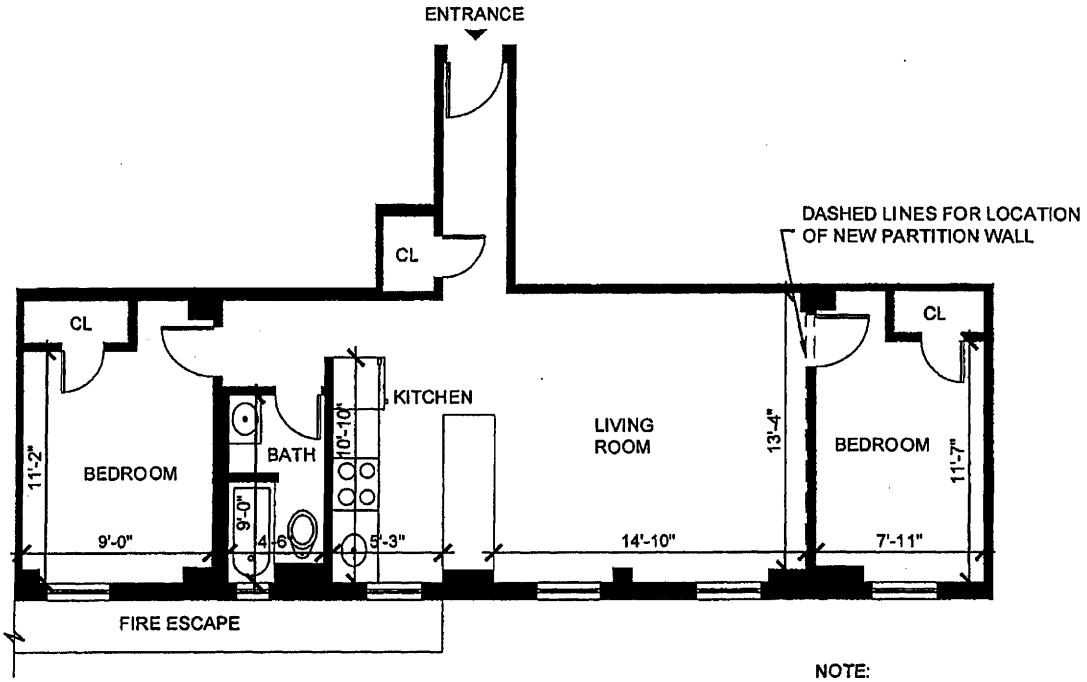
11 West 30th Street, New York, N.Y. 10001
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NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-26R





NOTE:
ONCE UNIT BECOMES VACANT, SPONSOR ADVISES THAT PARTITION WALLS AND DOORS WILL BE MOVED TO DASHED LINES (AT MINIMUM) TO COMPLY WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

UNITS 4/9E APPROXIMATE SF = 716

1 **UNITS 4 AND 9E**
1/8" = 1'-0"

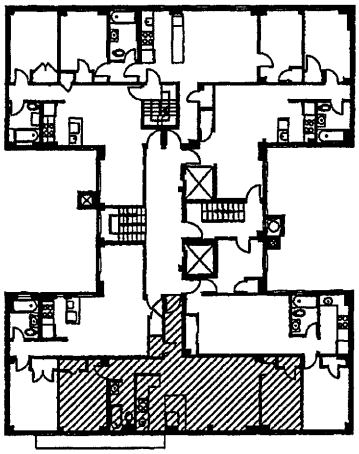
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

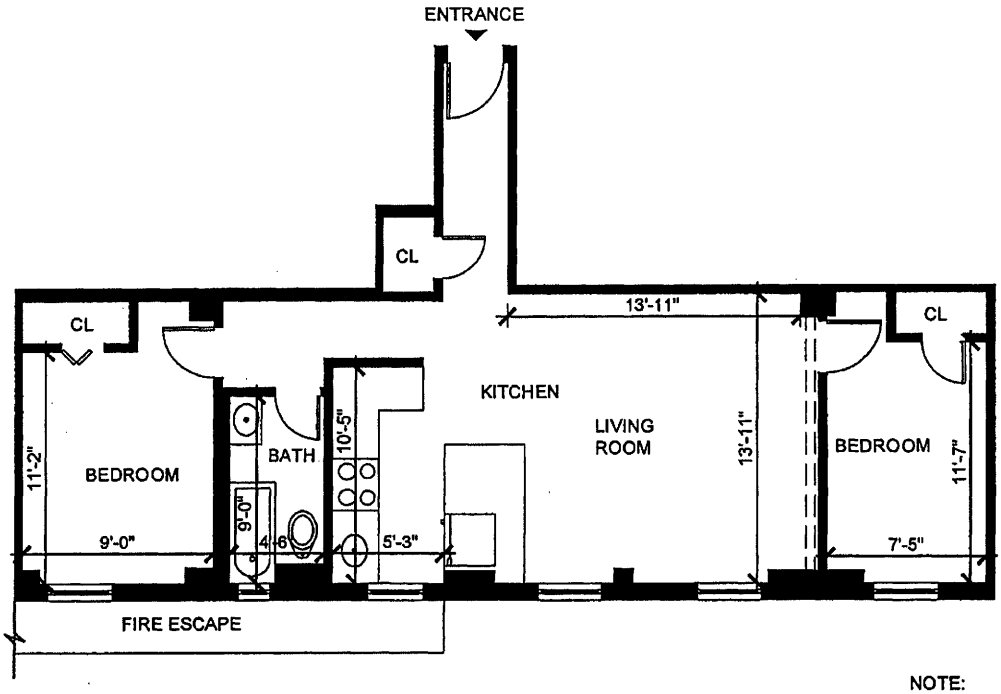
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-27





NOTE:
ONCE UNIT BECOMES VACANT, SPONSOR ADVISES THAT PARTITION WALLS AND DOORS WILL BE MOVED TO DASHED LINES (AT MINIMUM) TO COMPLY WITH CODE.

NOTE:
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APPROXIMATE SF = 716

1 **UNIT 10E**
1/8" = 1'-0"

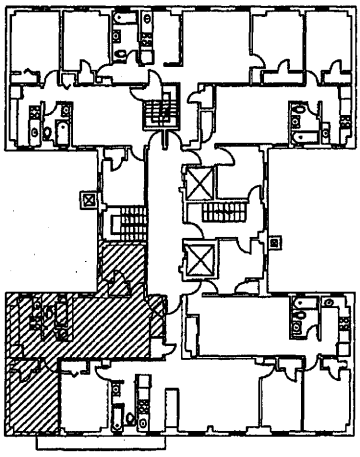
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

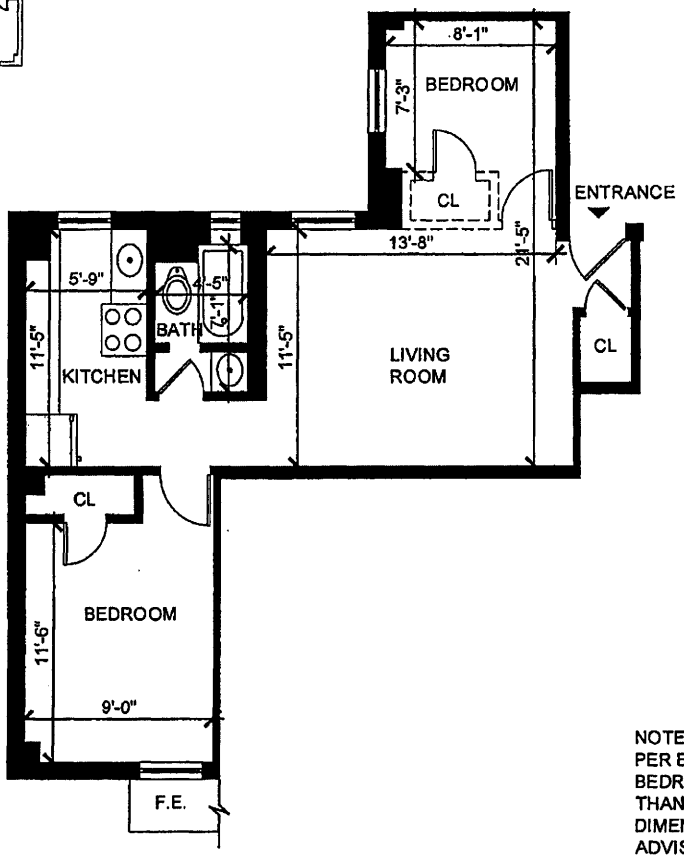
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308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-29





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

NOTE:
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APPROXIMATE SF = 566

1 **UNITS 3 AND 5F**
1/8" = 1'-0"

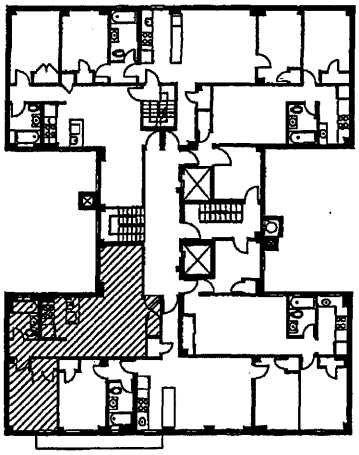
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ARCHITECTS, P.C.

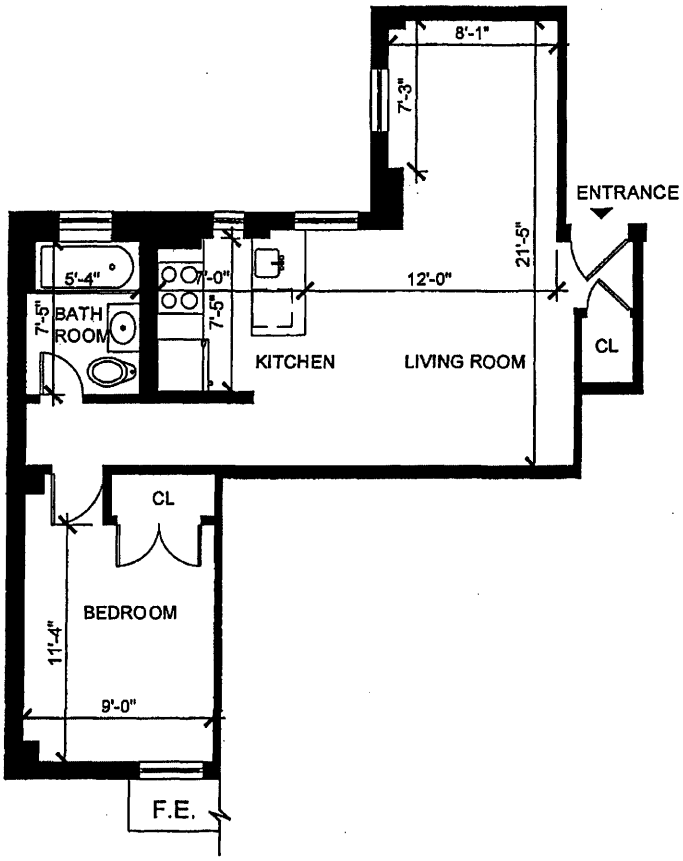
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JOB No. 12-308-312 W 30th Street
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A2-30





1 **RENOVATED UNITS 2, 4, 6, 7, 9 AND 10F**

1/8" = 1'-0"

NOTE:
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UNIT 7F WAS MEASURED WHILE UNDER CONSTRUCTION AND NOTED TO BE A TYPICAL LAYOUT.

APPROXIMATE SF = 566

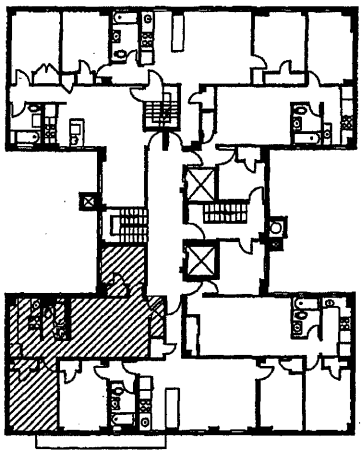
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ARCHITECTS, P.C.

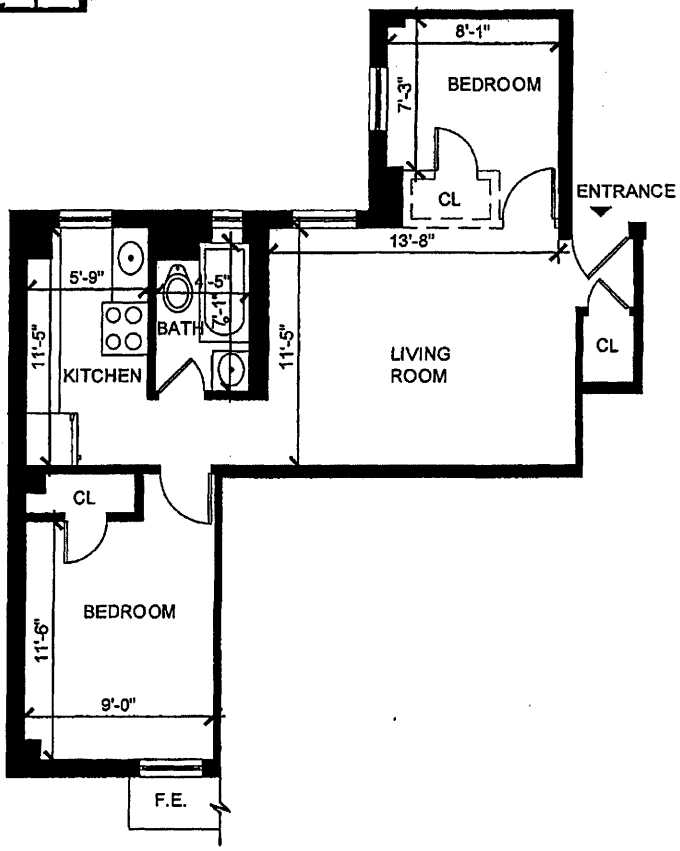
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SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-31R





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

NOTE:
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APPROXIMATE SF = 566

1 UNIT 8F
1/8" = 1'-0"

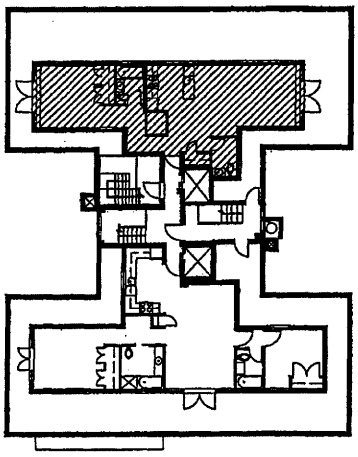
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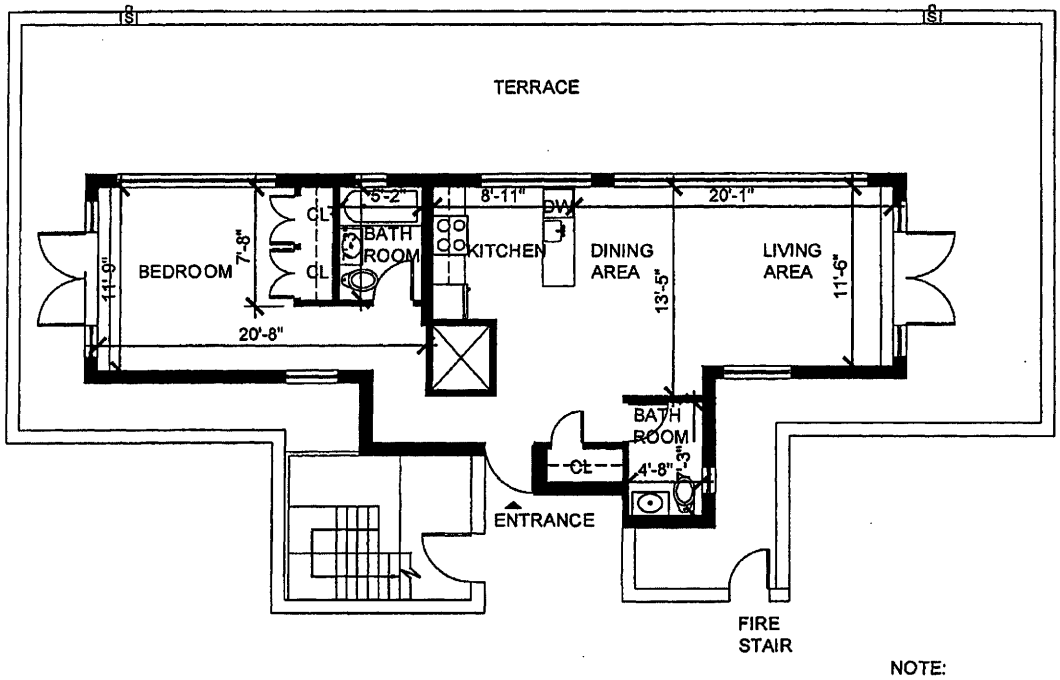
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NEW YORK, NEW YORK 10001

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JOB No. 12-308-312 W 30th Street
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A2-33





NOTE:
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APPROXIMATE SF = 777

APPROXIMATE TERRACE SF = 1163

1

PROPOSED PENTHOUSE A (UNIT 11A)

3/32" = 1'-0"

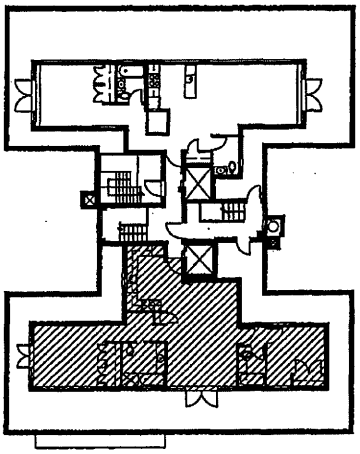
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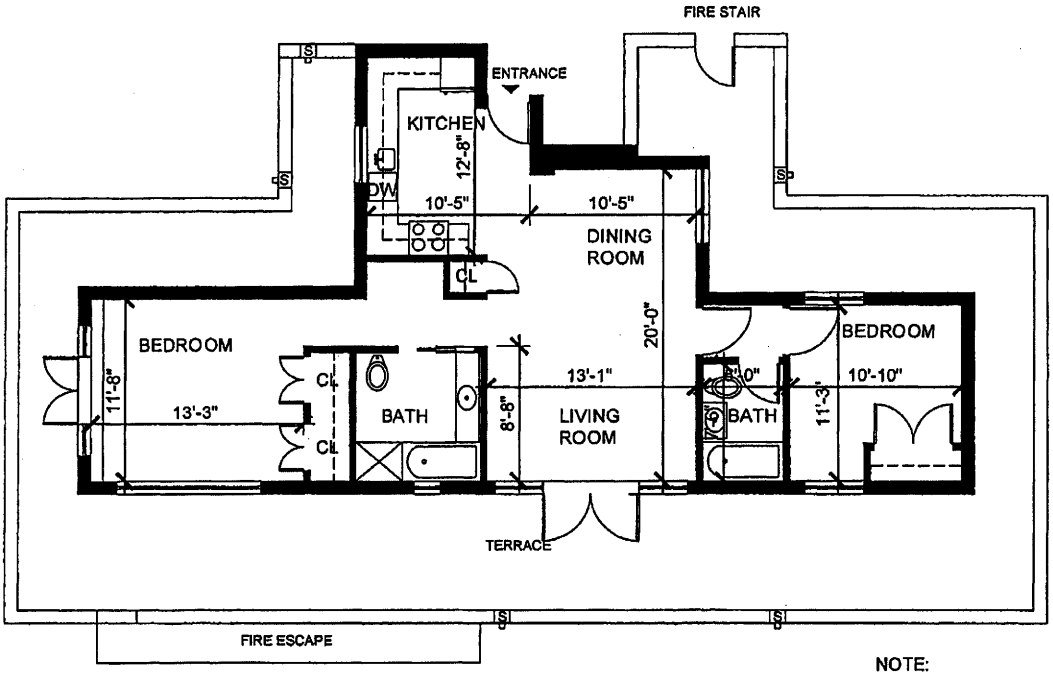
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A2-34R





NOTE:
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APPROXIMATE SF = 939

APPROXIMATE TERRACE SF = 979

1 **PROPOSED PENTHOUSE B (UNIT 11B)**

3/32" = 1'-0"

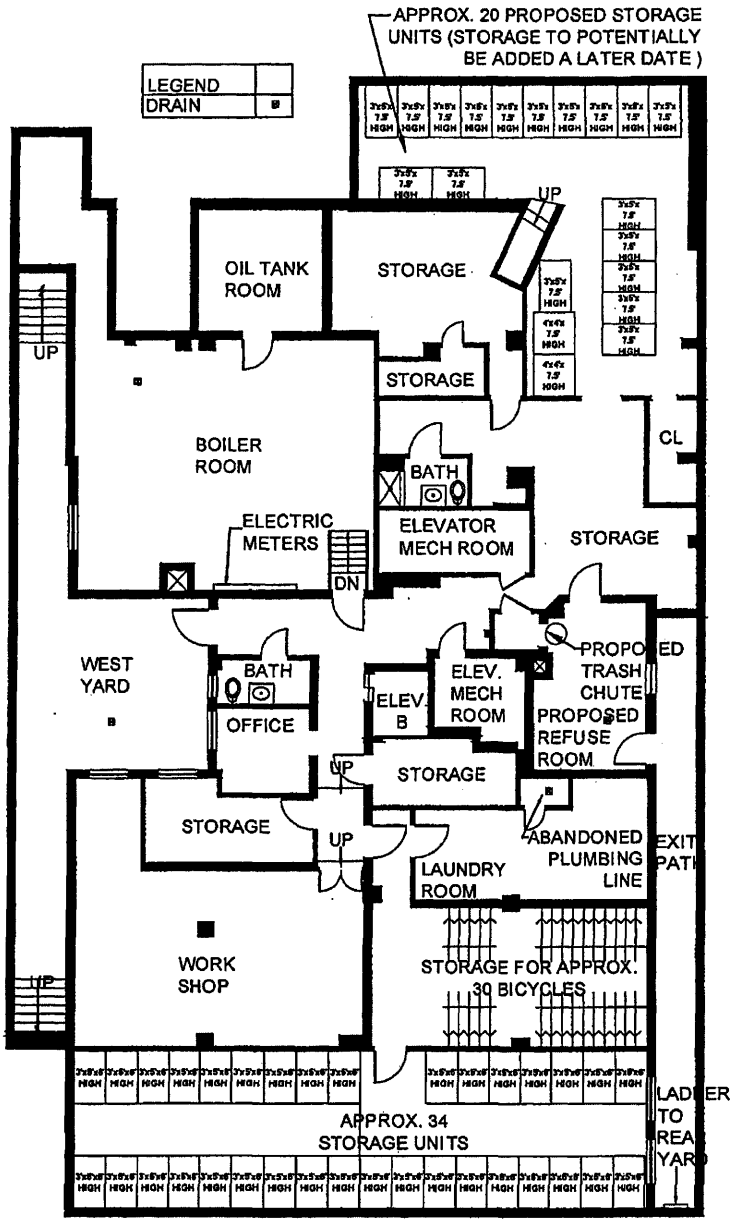
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308-312 WEST 30TH STREET
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A2-35R



NOTE:
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1 **PROPOSED CELLAR PLAN**
1/16" = 1'-0"

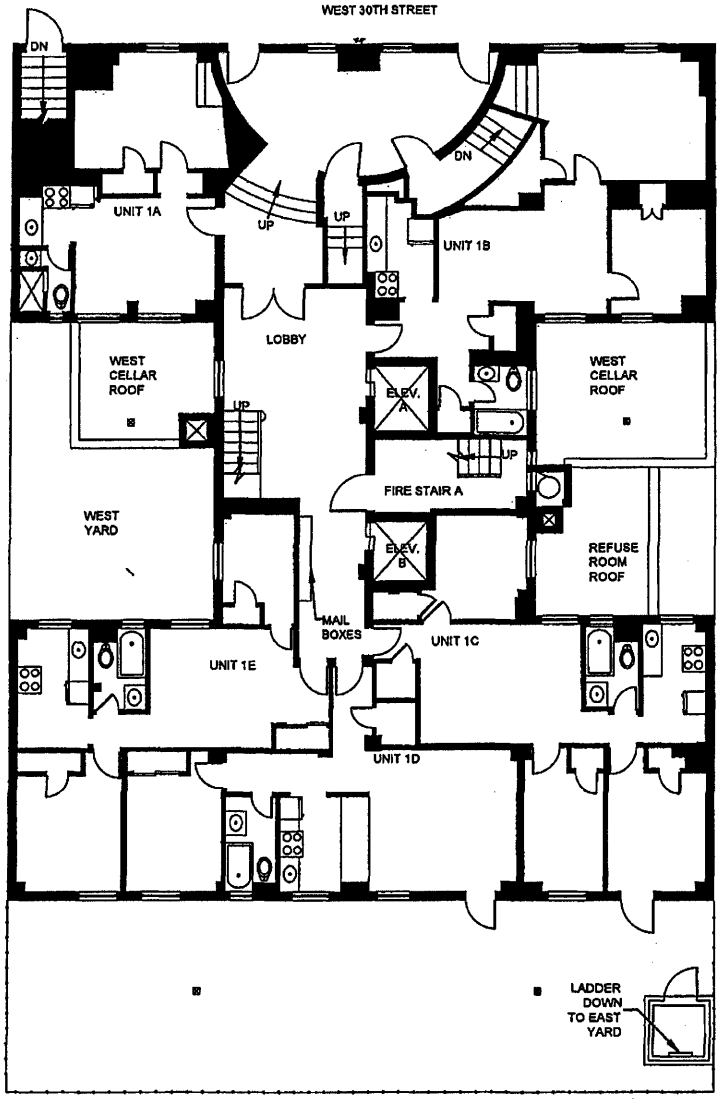
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NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
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A3-01

LEGEND	
DRAIN	⊠
SIAMESE STANDPIPE	



NOTE:
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1 1ST FLOOR PLAN

1/16" = 1'-0"

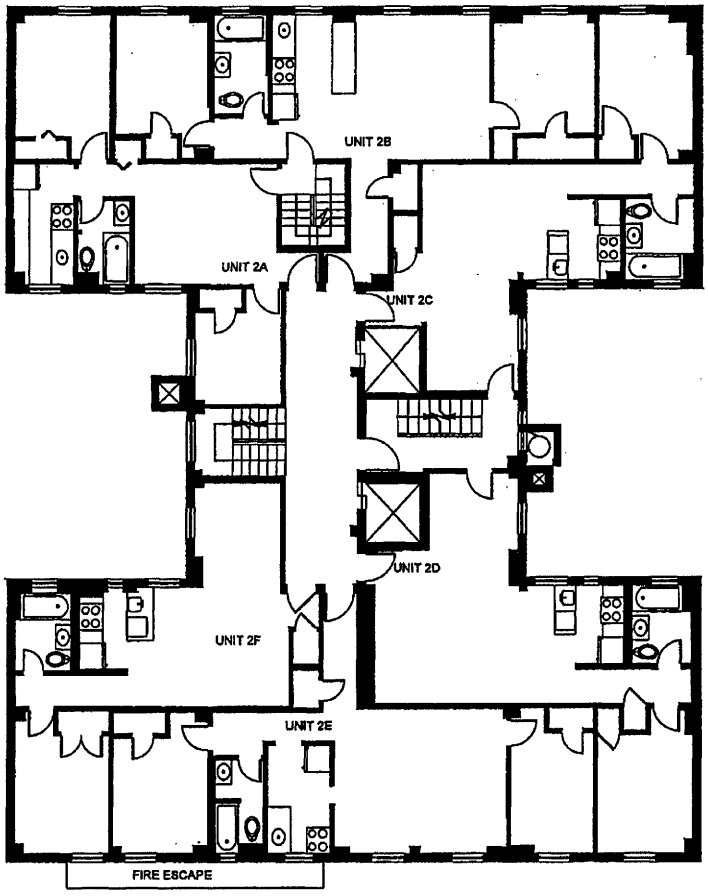
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308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

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DRAWN BY:	AH
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A3-02



NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

1 **2ND FLOOR PLAN**
1/16" = 1'-0"

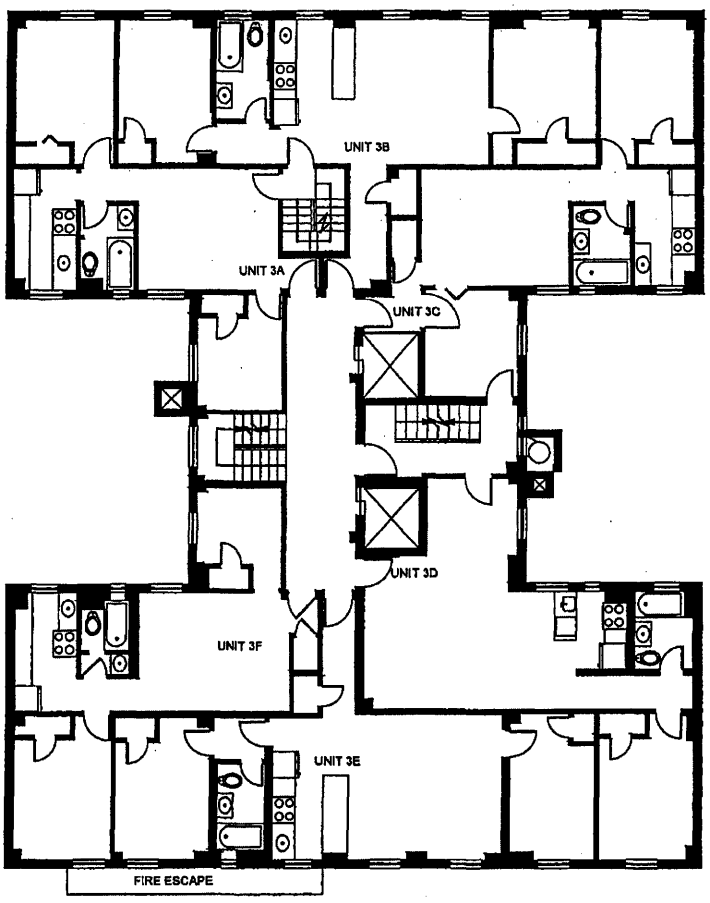
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DRAWN BY:	AH
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A3-03



NOTE:
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1 **3RD FLOOR PLAN**
1/16" = 1'-0"

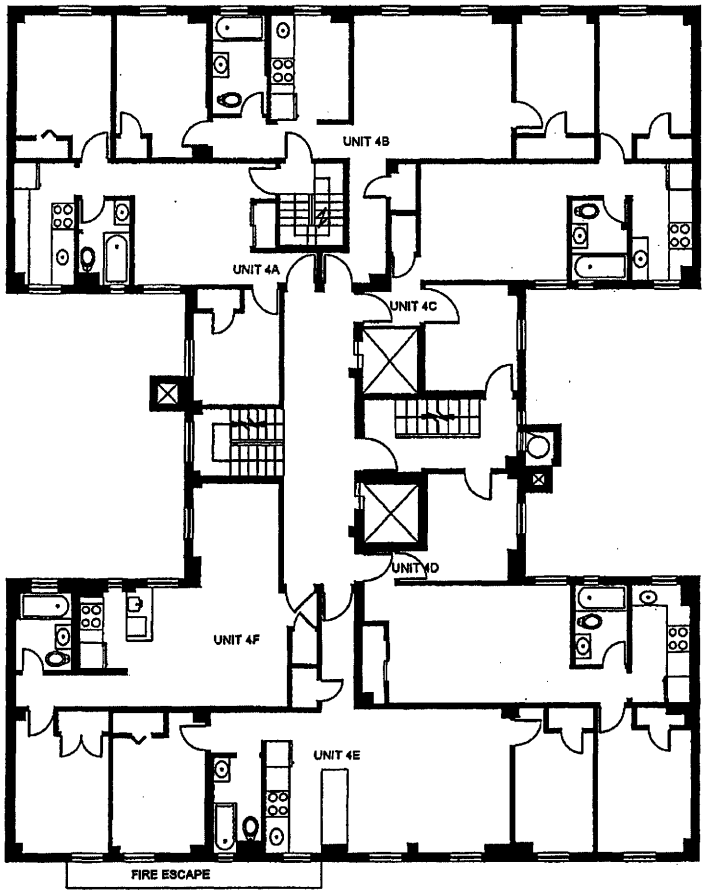
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A3-04



NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

1 **4TH FLOOR PLAN**
1/16" = 1'-0"

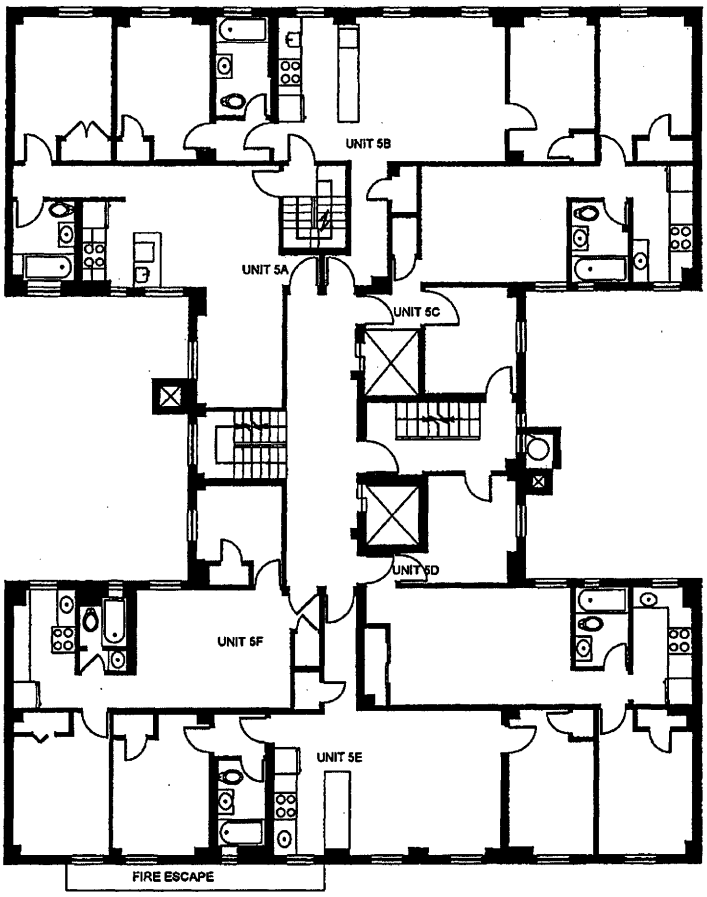
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DRAWN BY:	AH
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A3-05



NOTE:
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1 **5TH FLOOR PLAN**
1/16" = 1'-0"

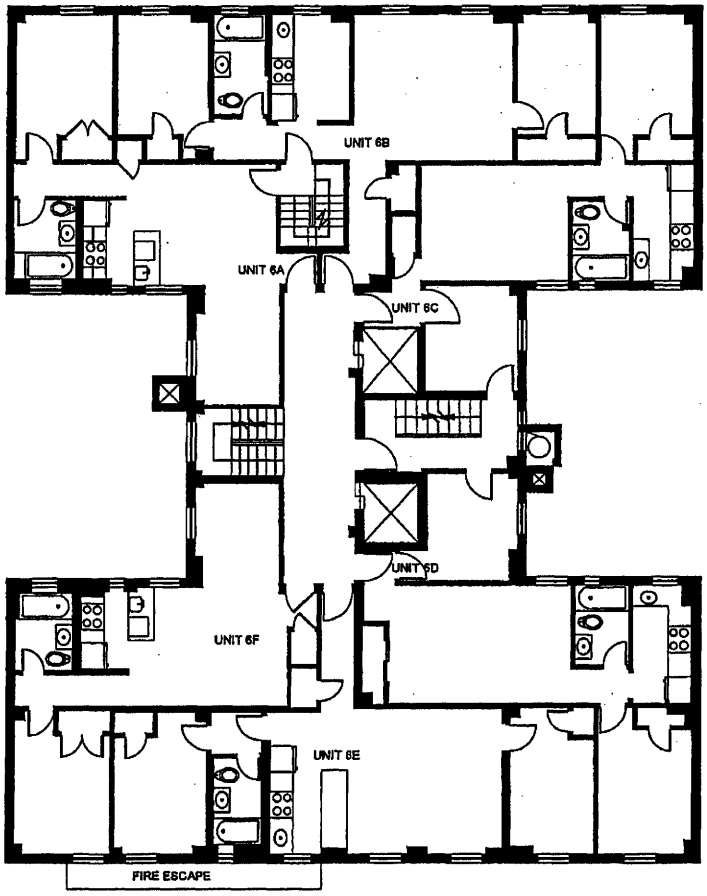
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A3-06



NOTE:
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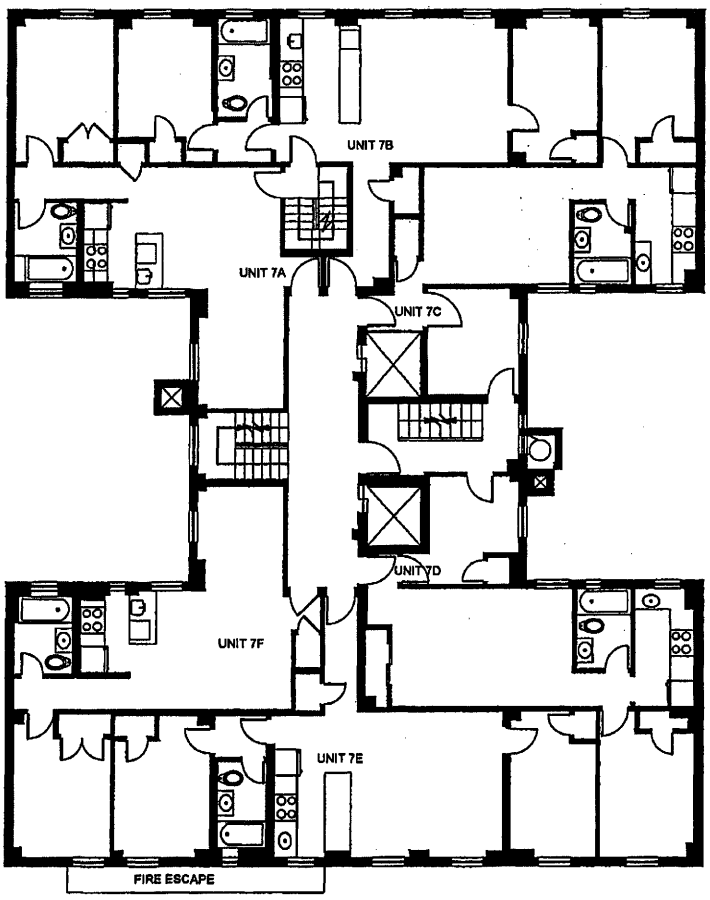
1 **6TH FLOOR PLAN**
1/16" = 1'-0"

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308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

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DATE: 01/29/2014
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH
CHECKED BY: JL

A3-07



NOTE:
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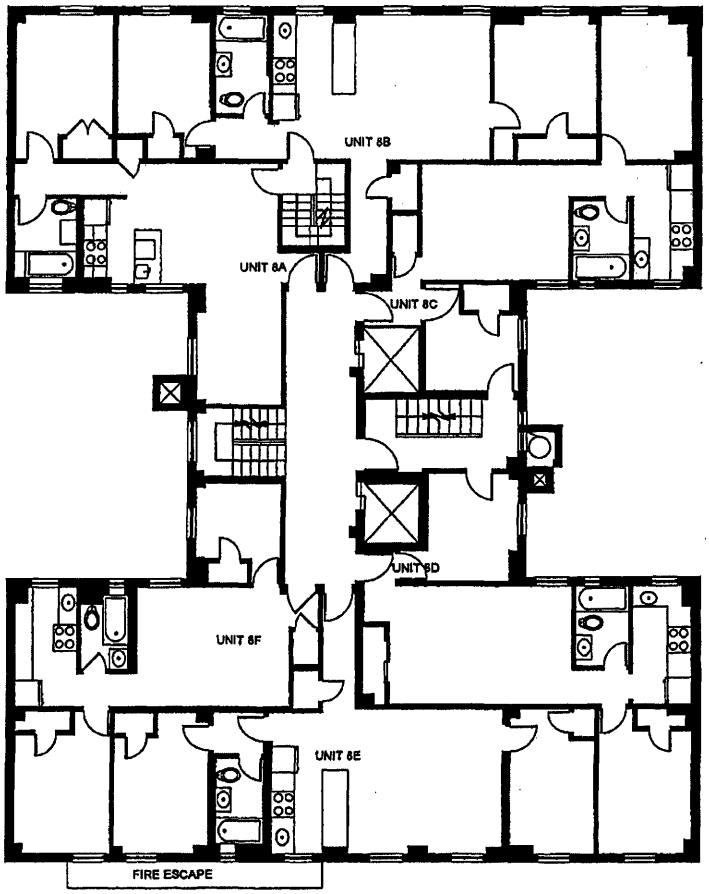
1 **7TH FLOOR PLAN**
1/16" = 1'-0"

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JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A3-08



NOTE:
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1 8TH FLOOR PLAN

1/16" = 1'-0"

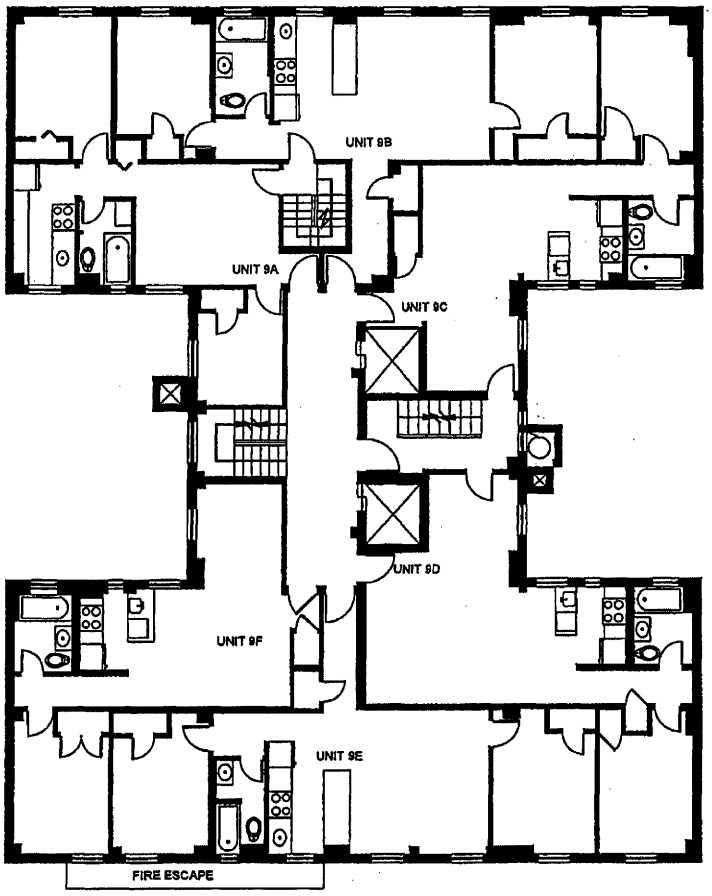
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DRAWN BY:	AH
CHECKED BY:	JL

A3-09



NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

1 **9TH FLOOR PLAN**
1/16" = 1'-0"

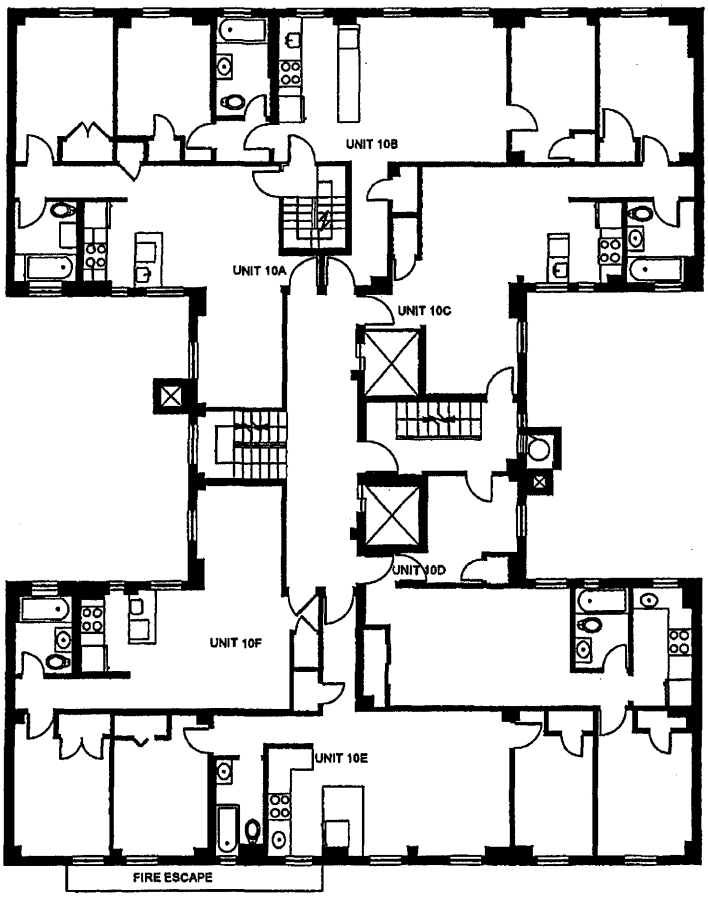
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DRAWN BY:	AH
CHECKED BY:	JL

A3-10



NOTE:
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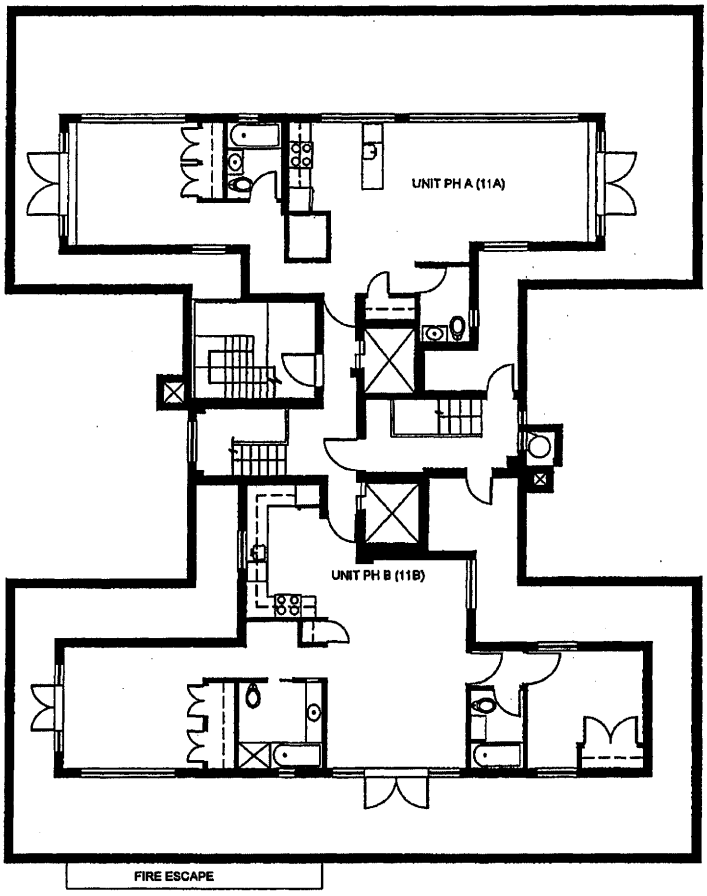
1 **10TH FLOOR PLAN**
1/16" = 1'-0"

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DRAWN BY: AH CHECKED BY: JL

A3-11



NOTE:
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1 **11TH FLOOR PLAN (PENTHOUSE)**
1/16" = 1'-0"

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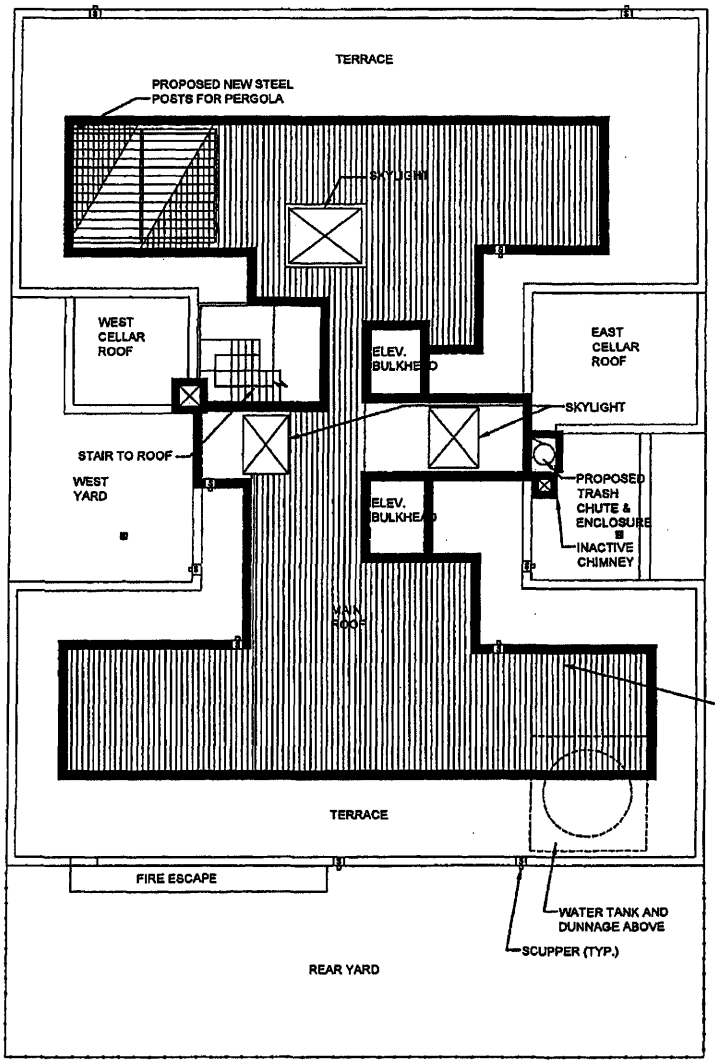
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A3-12

LEGEND	
SCUPPER DRAIN	
DRAIN	



NOTES:
1. ALL PARAPETS ARE TO HAVE NEW RAILINGS INSTALLED TO MEET CODE REQUIREMENTS.
2. NEW RAILINGS ARE TO BE INSTALLED AROUND EXISTING SKYLIGHTS.

NOTE:
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1 **ROOF PLAN**
1/16" = 1'-0"

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A3-13

SCHEDULE A

PRICES OF UNITS AND RELATED INFORMATION

The Irvin Condominium

Projected Common Charges and Real Estate Taxes
For First Year of Condominium Operation
(assuming January 1, 2014 - December 31, 2014)

Unit No	Status (1)	No. of Bedrooms	No. of Baths	Balcony Approx. Sq. Ft.	Approx. Sq. Ft. (2),(8)	Total Cash Payment to Tenant Purchasers (3)	Total Cash Payment to Non-Tenant Purchasers (3)	% of Common Interest (4)	Estimated First Year's Common Charges (5)		Estimated First Year's Real Estate Tax (6)		Estimated First Year's Carrying Charges Tax	
									Annual	Monthly	Annual	Monthly	Annual	Monthly
1A	v	1.0	1.0	-	432	$338,100	$483,000	1.031%	$4,330.13	$360.84	$3,752.78	$312.73	$8,082.91	$673.58
1B	resident manager (7)	2.0	1.0	-	780	$0	$0	0.000%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1C	s	3.0	1.0	302	737	$645,400	$922,000	1.837%	$7,713.46	$642.79	$6,685.00	$557.08	$14,398.47	$1,199.87
1D	s	1.0	1.0	704	587	$676,200	$966,000	1.684%	$7,073.94	$589.49	$6,130.75	$510.90	$13,204.68	$1,100.39
1E	s	1.0	1.0	193	580	$492,100	$703,000	1.417%	$5,950.24	$495.85	$5,156.87	$429.74	$11,107.11	$925.59
2A	s	2.0	1.0	-	575	$458,500	$655,000	1.385%	$5,816.82	$484.73	$5,041.24	$420.10	$10,858.06	$904.84
2B	s	2.0	1.0	-	731	$637,700	$911,000	1.838%	$7,719.12	$643.26	$6,689.90	$557.49	$14,409.02	$1,200.75
2C	v	1.0	1.0	-	591	$472,500	$675,000	1.428%	$5,997.75	$499.81	$5,198.05	$433.17	$11,195.79	$932.98
2D	v	1.0	1.0	-	632	$510,300	$729,000	1.542%	$6,476.86	$539.74	$5,613.28	$467.77	$12,090.14	$1,007.51
2E	s	2.0	1.0	-	722	$628,600	$898,000	1.811%	$7,605.63	$633.80	$6,591.54	$549.30	$14,197.17	$1,183.10
2F	v	1.0	1.0	-	566	$451,500	$645,000	1.363%	$5,726.35	$477.20	$4,962.84	$413.57	$10,689.19	$890.77
3A	s	2.0	1.0	-	569	$458,500	$655,000	1.372%	$5,763.94	$480.33	$4,995.41	$416.28	$10,759.35	$896.61
3B	s	2.0	1.0	-	737	$655,200	$936,000	1.873%	$7,865.97	$655.50	$6,817.17	$568.10	$14,683.14	$1,223.59
3C	s	2.0	1.0	-	591	$480,200	$686,000	1.438%	$6,039.09	$503.26	$5,233.88	$436.16	$11,272.98	$939.41
3D	v	1.0	1.0	-	637	$518,700	$741,000	1.553%	$6,521.97	$543.50	$5,652.37	$471.03	$12,174.34	$1,014.53
3E	v	2.0	1.0	-	717	$637,700	$911,000	1.822%	$7,654.49	$637.87	$6,633.89	$552.82	$14,288.38	$1,190.70
3F	s	2.0	1.0	-	566	$458,500	$655,000	1.372%	$5,763.94	$480.33	$4,995.41	$416.28	$10,759.35	$896.61
4A	s	2.0	1.0	-	569	$465,500	$665,000	1.381%	$5,801.53	$483.46	$5,027.99	$419.00	$10,829.52	$902.46
4B	s	2.0	1.0	-	737	$664,300	$949,000	1.884%	$7,914.83	$659.57	$6,859.52	$571.63	$14,774.35	$1,231.20
4C	s	2.0	1.0	-	592	$487,900	$697,000	1.448%	$6,080.44	$506.70	$5,269.72	$439.14	$11,350.16	$945.85
4D	s	2.0	1.0	-	637	$526,400	$752,000	1.563%	$6,563.31	$546.94	$5,688.21	$474.02	$12,251.52	$1,020.96
4E	s	2.0	1.0	-	716	$646,800	$924,000	1.834%	$7,703.36	$641.95	$6,676.24	$556.35	$14,379.60	$1,198.30
4F	v	1.0	1.0	-	566	$465,500	$665,000	1.381%	$5,801.53	$483.46	$5,027.99	$419.00	$10,829.52	$902.46
5A	v	1.0	1.0	-	569	$472,500	$675,000	1.390%	$5,839.11	$486.59	$5,060.57	$421.71	$10,899.68	$908.31
5B	v	2.0	1.0	-	737	$700,000	$1,000,000	1.930%	$8,106.53	$675.54	$7,025.66	$585.47	$15,132.19	$1,261.02
5C	s	2.0	1.0	-	592	$494,900	$707,000	1.457%	$6,118.03	$509.84	$5,302.29	$441.86	$11,420.32	$951.69
5D	s	2.0	1.0	-	637	$534,800	$764,000	1.573%	$6,608.42	$550.70	$5,727.30	$477.27	$12,335.72	$1,027.98
5E	v	2.0	1.0	-	716	$681,100	$973,000	1.878%	$7,887.54	$657.29	$6,835.87	$569.66	$14,723.40	$1,226.95
5F	n	2.0	1.0	-	566	$472,500	$675,000	1.390%	$5,839.11	$486.59	$5,060.57	$421.71	$10,899.68	$908.31
6A	v	1.0	1.0	-	575	$487,200	$696,000	1.422%	$5,970.93	$497.58	$5,174.80	$431.23	$11,145.73	$928.81
6B	s	2.0	1.0	-	731	$700,700	$1,001,000	1.918%	$8,057.41	$671.45	$6,983.09	$581.92	$15,040.50	$1,253.38
6C	s	2.0	1.0	-	592	$502,600	$718,000	1.467%	$6,159.38	$513.28	$5,338.13	$444.84	$11,497.50	$958.13
6D	s	2.0	1.0	-	637	$542,500	$775,000	1.583%	$6,649.77	$554.15	$5,763.13	$480.26	$12,412.90	$1,034.41
6E	v	2.0	1.0	-	716	$689,500	$985,000	1.889%	$7,932.64	$661.05	$6,874.96	$572.91	$14,807.60	$1,233.97
6F	v	1.0	1.0	-	566	$479,500	$685,000	1.399%	$5,876.70	$489.73	$5,093.14	$424.43	$10,969.84	$914.15
7A	v	1.0	1.0	-	575	$494,200	$706,000	1.431%	$6,008.52	$500.71	$5,207.38	$433.95	$11,215.89	$934.66
7B	v	2.0	1.0	-	731	$735,000	$1,050,000	1.962%	$8,241.59	$686.80	$7,142.72	$595.23	$15,384.31	$1,282.03

Exhibit D

SCHEDULE A

PRICES OF UNITS AND RELATED INFORMATION

The Irvin Condominium

Projected Common Charges and Real Estate Taxes
For First Year of Condominium Operation
(assuming January 1, 2014 - December 31, 2014)

Unit No	Status (1)	No. of Bedrooms	Baths	Balcony Approx. Sq. Ft.	Approx. Sq. Ft. (2),(8)	Total Cash Payment to Tenant Purchasers (3)	Total Cash Payment to Non-Tenant Purchasers (3)	% of Common Interest (4)	Estimated First Year's Common Charges (5)		Estimated First Year's Real Estate Tax (6)		Estimated First Year's Carrying Charges Tax	
									Annual	Monthly	Annual	Monthly	Annual	Monthly
7C	v	1.0	1.0	-	591	$510,300	$729,000	1.476%	$6,200.72	$516.73	$5,373.96	$447.83	$11,574.68	$964.56
7D	v	2.0	1.0	-	637	$550,900	$787,000	1.594%	$6,694.87	$557.91	$5,802.22	$483.52	$12,497.10	$1,041.42
7E	v	2.0	1.0	-	717	$723,800	$1,034,000	1.933%	$8,116.83	$676.40	$7,034.58	$586.22	$15,151.41	$1,262.62
7F	v	1.0	1.0	-	566	$486,500	$695,000	1.408%	$5,914.29	$492.86	$5,125.72	$427.14	$11,040.01	$920.00
8A	v	1.0	1.0	-	575	$501,900	$717,000	1.440%	$6,049.86	$504.16	$5,243.21	$436.93	$11,293.08	$941.09
8B	s	2.0	1.0	-	731	$744,100	$1,063,000	1.974%	$8,290.46	$690.87	$7,185.06	$598.76	$15,475.52	$1,289.63
8C	s	2.0	1.0	-	592	$517,300	$739,000	1.485%	$6,238.31	$519.86	$5,406.54	$450.54	$11,644.85	$970.40
8D	s	2.0	1.0	-	637	$558,600	$798,000	1.604%	$6,736.22	$561.35	$5,838.06	$486.50	$12,574.28	$1,047.86
8E	v	2.0	1.0	-	716	$732,900	$1,047,000	1.944%	$8,165.69	$680.47	$7,076.93	$589.74	$15,242.62	$1,270.22
8F	s	2.0	1.0	-	566	$493,500	$705,000	1.417%	$5,951.88	$495.99	$5,158.29	$429.86	$11,110.17	$925.85
9A	s	2.0	1.0	-	575	$508,900	$727,000	1.449%	$6,087.45	$507.29	$5,275.79	$439.65	$11,363.24	$946.94
9B	s	2.0	1.0	-	731	$753,900	$1,077,000	1.986%	$8,343.08	$695.26	$7,230.67	$602.56	$15,573.75	$1,297.81
9C	v	1.0	1.0	-	592	$525,000	$750,000	1.495%	$6,279.66	$523.30	$5,442.37	$453.53	$11,722.03	$976.84
9D	v	1.0	1.0	-	637	$566,300	$809,000	1.614%	$6,777.57	$564.80	$5,873.89	$489.49	$12,651.46	$1,054.29
9E	s	2.0	1.0	-	716	$742,000	$1,060,000	1.956%	$8,214.55	$684.55	$7,119.28	$593.27	$15,333.84	$1,277.82
9F	v	1.0	1.0	-	566	$500,500	$715,000	1.426%	$5,989.47	$499.12	$5,190.87	$432.57	$11,180.34	$931.69
10A	v	1.0	1.0	-	576	$515,900	$737,000	1.458%	$6,125.04	$510.42	$5,308.37	$442.36	$11,433.41	$952.78
10B	v	2.0	1.0	-	731	$763,000	$1,090,000	1.998%	$8,391.95	$699.33	$7,273.02	$606.09	$15,664.97	$1,305.41
10C	v	1.0	1.0	-	591	$532,000	$760,000	1.504%	$6,317.25	$526.44	$5,474.95	$456.25	$11,792.19	$982.68
10D	s	2.0	1.0	-	637	$574,700	$821,000	1.624%	$6,822.67	$568.56	$5,912.98	$492.75	$12,735.66	$1,061.30
10E	s	2.0	1.0	-	716	$751,100	$1,073,000	1.967%	$8,263.42	$688.62	$7,161.63	$596.80	$15,425.05	$1,285.42
10F	v	1.0	1.0	-	566	$507,500	$725,000	1.435%	$6,027.06	$502.25	$5,223.45	$435.29	$11,250.50	$937.54
11A	v	1.0	1.0	1,163	777	$1,592,500	$2,275,000	3.122%	$13,110.54	$1,092.54	$11,362.46	$946.87	$24,473.00	$2,039.42
11B	v	2.0	1.0	979	939	$1,898,400	$2,712,000	3.741%	$15,710.81	$1,309.23	$13,616.04	$1,134.67	$29,326.85	$2,443.90
Total:														
61		101	61		39,185	$36,314,600	$51,878,000	100.0000%	$420,000.00	$35,000.00	$364,000.00	$30,333.33	$784,000.00	$65,333.33

NOTES TO SCHEDULE A

1. s = rent stabilized; n = luxury decontrolled; v = vacant.

2. Any floor plan or sketch shown to a prospective Purchaser, including those set forth in this Plan, is only an approximation of the dimensions and layout of each Unit. The actual layout of a Unit may have been altered by the tenants thereof or by others without Sponsor's consent or knowledge. The actual dimensions and configuration of a Unit may also vary from its Floor Plan due to: (a) changes required by the Building Department or other government authorities having jurisdiction; (b) normal construction allowances and variances; and (c) varied masonry bearing wall thicknesses. Purchasers will not be excused from their obligations under the Agreement in the event of non-material inaccuracies in a Unit's size (there is a rebuttable presumption that a diminution of size of less than 5% of the useable floor area of the Unit, exclusive of interior partitions, is not a material reduction of the net square foot area). Pursuant to the NYC Building Code, bedrooms shall not be less than 8 feet in any plan dimension. As the Units in the B and E lines become vacant, Sponsor will move the bedroom wall out in order to meet the 8 feet NYC Building Code requirement. As Units 9C, 4D, 5D, 6D, 7D, 8D, 10D, 2F, 3F, 5F, 7F, 8F, 9F and 10F become vacant, Sponsor will remove the bedroom wall in order to meet the 8 feet NYC Building Code requirement. Sponsor does not intend to revise the Plan, the Floor Plans, Schedule A or the Declaration of Condominium in connection with the moving or removal of the wall in the aforelisted Units as the square foot area and dimensions of the Unit and Percent of Common Interest shall remain unchanged, or in connection with other Unit changes which do not result in any change to the square foot area and dimensions or the Percent of Common Interest. If the Unit is available for inspection before the Agreement is executed, the Unit layout as actually exists shall supersede and govern any variation, substantial or otherwise, from any and all Floor Plans, drawings and diagrams. The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate (within reasonable tolerances) and may change upon re-measurement or due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York State to measure condominium apartments. Each Unit should be inspected prior to execution of the Agreement to determine its actual dimensions, layout and physical condition. No variation of less than 5% of the net square footage area will affect a Purchaser's obligations under the Agreement or this Plan. Sponsor's sole obligation if the net square foot area is diminished by more than 5% shall be to refund to Purchaser the Deposit made under the Agreement and any interest earned thereon. The number of rooms has been calculated according to a standard count used for this Building which may differ from the method used by the Division of Housing and Community Renewal. Rooms include bedrooms, kitchens and living rooms. Sponsor has reserved the right to negotiate with individual Purchasers, other than Tenant Purchasers for whom such negotiation would constitute a discriminatory inducement, to perform special work in a Unit which may require a modification in floor plans for certain Units. Any such modification requiring a material change in the Common Elements will only be made by a duly filed amendment. Each Unit will be measured on each of 1 or more floors from the midpoint of the exterior walls, at the Building line and/or Property line, to the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Units. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the slab above. However, any Common Elements located within a Unit (including any structural slabs separating floors of a Unit located on more than 1 floor) shall not be considered a part of such Unit. As is customary in New York, these square foot areas may exceed the usable floor area of each Unit. Each prospective Purchaser should carefully inspect the Unit prior to entering into the Agreement therefor to determine its actual dimensions, layout, ceiling heights and physical condition. The clearances between the top of the floor slab and the bottom of the finish ceiling in the Units varies

and each prospective Purchaser should carefully inspect the Unit before entering into an Agreement therefor. However, certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as a result of the presence of beams and/or other mechanical spaces in such Units. Purchasers are further advised that Sponsor has reserved the right to negotiate with individual purchasers to perform special work which may require a modification in floor plans for certain Units and accordingly, the layout of the Units and Common Elements may vary. Reference should be made to the Sections entitled "Rights of Existing Tenants" and "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants." Certain of the Units are subject to the Rent Laws as noted in Schedule A.

3. Each Tenant Purchaser has the exclusive right to purchase such Tenant Purchaser's Unit for a period of 90 days from the Presentation Date of this Plan at the prices set forth on Schedule A for Tenant Purchasers. These purchase prices are approximately 30% less than the prices currently offered to Non-Tenant Purchasers. See the Section entitled "Changes in Prices and Units" for details concerning price changes. In addition to the purchase price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" in Part I of this Plan including, without limitation, the obligation to contribute 2 months' common charges 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 purchasing their Units.

THESE PRICES 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. No change will be made in the purchase prices other than pursuant to a duly filed amendment to this 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 this Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale is not a general offering or an advertised price but is rather the result of an individually negotiated transaction and provided further that no individually negotiated transactions shall occur with Tenant Purchasers if same would constitute a discriminatory inducement.

4. 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. 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.

5. The estimates contained in this Schedule A were computed on the assumption that the first year of Condominium operation will be the year from January 1, 2014 through December 31, 2014, and are based upon an estimate of the receipts and expenses of the Condominium for the projected year. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the first year of Condominium operation which may be greater than or less than the estimated figures set forth in the proposed budget. The actual first year of Condominium operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than 6 months from the commencement of the projected first year of Condominium operation, Sponsor will amend this Plan to include a revised budget disclosing current projections. If such amended projections exceed original projections by 25% or more, Sponsor will offer all Purchasers the right to

rescind for a period of 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 are based on "Schedule B – Projected Budget for First Year of Condominium Operation." In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes for such Unit, 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 which will be separately metered and payable directly to the utility company, the insurance 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. Until the Units are separately assessed, real estate taxes shall be part of Common Expenses, as provided in the By-Laws.

6. The New York City real estate taxes for the Units for the 1st year of Condominium operation following the First Closing, which have been estimated by Sponsor to be approximately $354,230, are based upon (i) an estimated transitional assessed valuation of the Property of $2,643,550 for the 2013/2014 fiscal year and an estimated transitional assessed valuation of the Property of $2,731,300 for the 2014/2015 fiscal year, with any increases in the Property's assessed valuation from prior years phased in over 5 years in equal annual increments of 20%, and (ii) a tax rate of $13.181 per $100 of assessed valuation for the Units. The estimated tax rate for the fiscal year of 2014/2015 does not assume any increase in the current tax rate.

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 Law, increases or decreases in a property's assessed valuation due to changes in its market value are to be phased in over 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. 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. The assessed valuations and tax rates for the 2011/2012, 2012/2013 and 2013/2014 tax years are as follows:

Tax Year	**2011/2012**	**2012/2013**	**2013/2014**
Transitional Assessment	$2,369,250	$2,443,300	$2,692,330
Actual Assessment	$2,918,250	$2,823,750	$3,067,650
Taxes Based On	$2,369,250	$2,443,300	$2,692,330
Tax Rate Per $100	13.433	13.181	13.181
Taxes Payable	$318,261	$328,208	$354,876

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 5 year phase-in period, (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, (b) the method of determining the assessed valuation, or (c) the amount of any increase or decrease in the assessed valuation of the Property. 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.

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 Interests exceed the total valuation of the Property were the Property assessed as 1 parcel.

The New York City tax assessor may allocate 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 Board will pay all real estate taxes with respect to the Property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest. See the Section of this Plan entitled "Real Estate Taxes" for further discussion.

The Property is not subject to a partial abatement from real estate taxes pursuant to Section 11 243 of the Administration Code of the City of New York (formerly Section J 51 2.5 of the Administration Code).

The aggregate monthly rents payable from tenants of all occupied units as of August 1, 2013 was $39,665.

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

See Attorney's Income Tax Opinion prepared by Pryor Cashman LLP, set forth in Part I of this Plan, regarding the deductibility of real estate taxes paid or accrued with respect to a Unit.

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 due to changes in the allocation of constant debt service payments to interest and principal, or due to changes in 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.

7. The Resident Manager's Unit is not offered for sale under this Plan. The Resident Manager's Unit is a Common Element.

8. Certain Units contain uninhabitable space, including but not limited to balconies, which may not be legally used as a bedroom or living room. Use of uninhabitable space as a bedroom or living room may result in a NYC Department of Buildings issuing a building code violation for the Building.

Exhibit E

TheModlinGroup
Real Estate

March 5, 2014

West 30th Realty LLC
One Penn Plaza, Suite 4000
New York, New York 10119

Re: The Irvin Condominium
308-312 West 30th Street
New York, New York 10001

Ladies and Gentlemen:

The Modlin Group ("Modlin") is a real estate brokerage firm licensed in the state of New York. Modlin has been in business for more than 14 years specializing in the Manhattan residential market. Modlin has been retained as selling agent and/or consultant for condominium and cooperative offerings.

We have reviewed the allocation of percentages of common interest contained in Schedule A of the Offering Plan for the captioned premises (the "Plan"). The Sponsor of the Plan has informed us that such allocation was made, pursuant to Section 339 – i(l)(iv) of the Real Property Law of the State of New York, based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, including the uniqueness of the unit and the overall dimensions of the particular unit. In our opinion, based on the criteria set forth above, the allocation of percentages of common interest appearing in Schedule A is reasonable.

Modlin has been retained by Sponsor to serve as Selling Agent under the Plan.

Very truly yours,

THE MODLIN GROUP

By: _____
Name: Adam Modlin
Title: President

PRYOR CASHMAN LLP

New York | Los Angeles

7 Times Square, New York, NY 10036-6569 Tel: 212-421-4100 Fax: 212-326-0806

www.pryorcashman.com

March 13, 2014

West 30th Realty LLC
One Penn Plaza, Suite 4000
New York, NY 10119

Re: The Irvin Condominium (the "**Condominium**")

Gentlemen:

You have requested our opinion regarding the allocation of common interests to the Residential Units at the Condominium as required by NYCRR Section 23.3(aa)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Offering Plan ("**Plan**") for the Condominium.

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on Schedule A in the Third Amendment to the Plan. 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 The Modlin Group ("Modlin"), as set forth in its letter of March 5, 2014, contained in the Third Amendment to the Plan, ("Letter") as required by NYCRR Section 23.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Modlin.

Modlin, in its Letter states that in its opinion, Common Interests were allocated pursuant to the method set forth in Real Property Law ("**RPL**") Section 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, including the uniqueness of the Residential Unit and the overall dimensions of the particular Residential Unit.

We have not reviewed or verified any calculations of floor space and do not express any opinion as to the relative value of a Residential Unit to other Residential Units, the uniqueness of a Residential Unit, the overall dimensions of a particular Residential Unit or the accuracy of the Letter. We have assumed, without independent verification or inquiry by us, that the reporting by Modlin is accurate and that Modlin is an experienced real estate broker. We express no opinion and make no judgment as to the accuracy of the aforesaid reporting or otherwise or the experience level or qualifications of Modlin.

Based upon the factual determinations made by Modlin in the Letter, but subject to the aforesaid limitations, we are of the opinion that the Common Interests were allocated pursuant to the method set forth in RPL Section 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, including the uniqueness of the Residential Unit and the overall dimensions of the particular Unit.

This opinion is confined to the matters addressed herein with respect to RPL Section 339-i and shall not be construed as an opinion on other aspects of the Plan, including but not limited to valid creation of a condominium, which is to be determined by a title insurer. 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, Pryor Cashman LLP, the Selling Agent, the Managing 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. We assume no obligation to update or supplement this opinion or to notify you as to any changes in rules of law or any changes in facts or circumstances that may hereafter come to our attention pertaining to the subject matter hereof, although we have advised you that you are obligated to cause a revised opinion letter to be rendered and published in an amendment to the Plan under such circumstances.

This letter is furnished to you solely for your benefit and the purchasers under the Plan. This letter may not be relied on by any other person (including, but not limited to, subsequent owners of the Residential Units).

The opinion expressed herein is based solely on New York law.

Very truly yours,

PRYOR CASHMAN LLP

SECOND AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE IRVIN CONDOMINIUM
308-312 WEST 30TH STREET, NEW YORK, NEW YORK 10001

This Second Amendment modifies and supplements the terms of the Offering Plan for The Irvin Condominium, 308-312 West 30th Street, New York, New York 10001, dated October 8, 2013 (as amended, the **"Plan"**), and should be read in conjunction with the Plan. All defined terms used herein shall have the meaning ascribed to them in the Plan.

1. TENANT PURCHASER'S RIGHT TO PURCHASE

Tenant Purchasers shall have the right from the presentation date of this Second Amendment until 10 business days after the presentation date of an amendment declaring the Plan effective (but in no event less than 30 days from the presentation date of this Second Amendment), to purchase their Units at the price offered to Tenant Purchasers in Schedule A in the First Amendment to the Plan (see attached Exhibit A). Accordingly, Tenant Purchasers shall have the exclusive right to purchase their respective Units within the aforesaid period at the discounted purchase prices set forth in Schedule A in the First Amendment to the Plan. Thereafter, Tenant Purchasers shall no longer be entitled to the discounted purchase prices.

2. INCORPORATION OF THE PLAN

The Plan, as modified and supplemented hereby, is incorporated herein by reference with the same effect as if set forth in length.

3. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes to the Plan.

Sponsor:

West 30th Realty LLC

Dated: March 28, 2014
New York, New York

Exhibit A

SCHEDULE A

The Irvin Condominium

Unit No		Total Cash Payment to Tenant Purchasers
1A		$338,100
1B	resident manager	$0
1C		$645,400
1D		$676,200
1E		$492,100
2A		$458,500
2B		$637,700
2C		$472,500
2D		$510,300
2E		$628,600
2F		$451,500
3A		$458,500
3B		$655,200
3C		$480,200
3D		$518,700
3E		$637,700
3F		$458,500
4A		$465,500
4B		$664,300
4C		$487,900
4D		$526,400
4E		$646,800
4F		$465,500
5A		$472,500
5B		$700,000
5C		$494,900
5D		$534,800
5E		$681,100
5F		$472,500
6A		$487,200
6B		$700,700
6C		$502,600
6D		$542,500
6E		$689,500
6F		$479,500
7A		$494,200
7B		$735,000
7C		$510,300
7D		$550,900
7E		$723,800
7F		$486,500
8A		$501,900
8B		$744,100
8C		$517,300
8D		$558,600

SCHEDULE A

The Irvin Condominium

Unit No	Total Cash Payment to Tenant Purchasers
8E	$732,900
8F	$493,500
9A	$508,900
9B	$753,900
9C	$525,000
9D	$566,300
9E	$742,000
9F	$500,500
10A	$515,900
10B	$763,000
10C	$532,000
10D	$574,700
10E	$751,100
10F	$507,500
11A	$1,592,500
11B	$1,898,400
Total Cash Payment to Tenant Purchasers	$36,314,600

FIRST AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE IRVIN CONDOMINIUM
308-312 WEST 30TH STREET, NEW YORK, NEW YORK 10001

This First Amendment modifies and supplements the terms of the Offering Plan for The Irvin Condominium, 308-312 West 30th Street, New York, New York 10001, dated October 8, 2013 (as amended, the **"Plan"**), and should be read in conjunction with the Plan. All defined terms used herein shall have the meaning ascribed to them in the Plan.

1. REVISED SCHEDULE A

Attached hereto as Exhibit A is a revised Schedule A (Prices of Units and Related Information), which reflects an across the board purchase price decrease to Tenant Purchasers.

2. INCORPORATION OF THE PLAN

The Plan, as modified and supplemented hereby, is incorporated herein by reference with the same effect as if set forth in length.

3. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes to the Plan.

Sponsor:
West 30th Realty LLC

Dated: November 21, 2013
New York, New York

SCHEDULE A

PRICES OF UNITS AND RELATED INFORMATION

The Irvin Condominium

Projected Common Charges and Real Estate Taxes
For First Year of Condominium Operation
(assuming January 1, 2014 - December 31, 2014)

Unit No	Status (1)	No. of Bedrooms	No. of Baths	Balcony Approx. Sq. Ft.	Approx. Sq. Ft. (2),(8)	Total Cash Payment to Tenant Purchasers (3)	Total Cash Payment to Non-Tenant Purchasers (3)	% of Common Interest (4)	Estimated First Year's Common Charges (5)		Estimated First Year's Real Estate Tax (6)		Estimated First Year's Carrying Charges Tax	
									Annual	Monthly	Annual	Monthly	Annual	Monthly
1A	v	1.0	1.0	-	428	$338,100	$483,000	1.031%	$4,330.13	$360.84	$3,752.78	$312.73	$8,082.91	$673.58
1B	resident manager (7)	2.0	1.0	-	-	$0	$0	0.000%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1C	s	3.0	1.0	302	723	$645,400	$922,000	1.837%	$7,713.46	$642.79	$6,685.00	$557.08	$14,398.47	$1,199.87
1D	s	1.0	1.0	704	586	$676,200	$966,000	1.684%	$7,073.94	$589.49	$6,130.75	$510.90	$13,204.68	$1,100.39
1E	s	1.0	1.0	193	563	$492,100	$703,000	1.417%	$5,950.24	$495.85	$5,156.87	$429.74	$11,107.11	$925.59
2A	s	2.0	1.0	-	571	$458,500	$655,000	1.385%	$5,816.82	$484.73	$5,041.24	$420.10	$10,858.06	$904.84
2B	s	2.0	1.0	-	731	$637,700	$911,000	1.838%	$7,719.12	$643.26	$6,689.90	$557.49	$14,409.02	$1,200.75
2C	v	2.0	1.0	-	589	$472,500	$675,000	1.428%	$5,997.75	$499.81	$5,198.05	$433.17	$11,195.79	$932.98
2D	v	2.0	1.0	-	636	$510,300	$729,000	1.542%	$6,476.86	$539.74	$5,613.28	$467.77	$12,090.14	$1,007.51
2E	s	2.0	1.0	-	720	$628,600	$898,000	1.811%	$7,605.63	$633.80	$6,591.54	$549.30	$14,197.17	$1,183.10
2F	v	2.0	1.0	-	562	$451,500	$645,000	1.363%	$5,726.35	$477.20	$4,962.84	$413.57	$10,689.19	$890.77
3A	s	2.0	1.0	-	562	$458,500	$655,000	1.372%	$5,763.94	$480.33	$4,995.41	$416.28	$10,759.35	$896.61
3B	s	2.0	1.0	-	740	$655,200	$936,000	1.873%	$7,865.97	$655.50	$6,817.17	$568.10	$14,683.14	$1,223.59
3C	s	2.0	1.0	-	589	$480,200	$686,000	1.438%	$6,039.09	$503.26	$5,233.88	$436.16	$11,272.98	$939.41
3D	v	2.0	1.0	-	636	$518,700	$741,000	1.553%	$6,521.97	$543.50	$5,652.37	$471.03	$12,174.34	$1,014.53
3E	v	2.0	1.0	-	720	$637,700	$911,000	1.822%	$7,654.49	$637.87	$6,633.89	$552.82	$14,288.38	$1,190.70
3F	s	2.0	1.0	-	562	$458,500	$655,000	1.372%	$5,763.94	$480.33	$4,995.41	$416.28	$10,759.35	$896.61
4A	s	2.0	1.0	-	562	$465,500	$665,000	1.381%	$5,801.53	$483.46	$5,027.99	$419.00	$10,829.52	$902.46
4B	s	2.0	1.0	-	740	$664,300	$949,000	1.884%	$7,914.83	$659.57	$6,859.52	$571.63	$14,774.35	$1,231.20
4C	s	2.0	1.0	-	589	$487,900	$697,000	1.448%	$6,080.44	$506.70	$5,269.72	$439.14	$11,350.16	$945.85
4D	s	2.0	1.0	-	636	$526,400	$752,000	1.563%	$6,563.31	$546.94	$5,688.21	$474.02	$12,251.52	$1,020.96
4E	s	2.0	1.0	-	720	$646,800	$924,000	1.834%	$7,703.36	$641.95	$6,676.24	$556.35	$14,379.60	$1,198.30
4F	v	2.0	1.0	-	562	$465,500	$665,000	1.381%	$5,801.53	$483.46	$5,027.99	$419.00	$10,829.52	$902.46
5A	v	2.0	1.0	-	562	$472,500	$675,000	1.390%	$5,839.11	$486.59	$5,060.57	$421.71	$10,899.68	$908.31
5B	v	2.0	1.0	-	740	$700,000	$1,000,000	1.930%	$8,106.53	$675.54	$7,025.66	$585.47	$15,132.19	$1,261.02
5C	s	2.0	1.0	-	589	$494,900	$707,000	1.457%	$6,118.03	$509.84	$5,302.29	$441.86	$11,420.32	$951.69
5D	s	2.0	1.0	-	636	$534,800	$764,000	1.573%	$6,608.42	$550.70	$5,727.30	$477.27	$12,335.72	$1,027.98
5E	v	2.0	1.0	-	720	$681,100	$973,000	1.878%	$7,887.54	$657.29	$6,835.87	$569.66	$14,723.40	$1,226.95
5F	n	2.0	1.0	-	562	$472,500	$675,000	1.390%	$5,839.11	$486.59	$5,060.57	$421.71	$10,899.68	$908.31
6A	v	2.0	1.0	-	571	$487,200	$696,000	1.422%	$5,970.93	$497.58	$5,174.80	$431.23	$11,145.73	$928.81
6B	s	2.0	1.0	-	731	$700,700	$1,001,000	1.918%	$8,057.41	$671.45	$6,983.09	$581.92	$15,040.50	$1,253.38
6C	s	2.0	1.0	-	589	$502,600	$718,000	1.467%	$6,159.38	$513.28	$5,338.13	$444.84	$11,497.50	$958.13
6D	s	2.0	1.0	-	636	$542,500	$775,000	1.583%	$6,649.77	$554.15	$5,763.13	$480.26	$12,412.90	$1,034.41

Exhibit A

SCHEDULE A

PRICES OF UNITS AND RELATED INFORMATION

The Irvin Condominium

Projected Common Charges and Real Estate Taxes
For First Year of Condominium Operation
(assuming January 1, 2014 - December 31, 2014)

Unit No	Status (1)	No. of Bedrooms	Baths	Balcony Approx. Sq. Ft.	Approx. Sq. Ft. (2),(8)	Total Cash Payment to Tenant Purchasers (3)	Total Cash Payment to Non-Tenant Purchasers (3)	% of Common Interest (4)	Estimated First Year's Common Charges (5)		Estimated First Year's Real Estate Tax (6)		Estimated First Year's Carrying Charges Tax	
									Annual	Monthly	Annual	Monthly	Annual	Monthly
6E	v	2.0	1.0	-	720	$689,500	$985,000	1.889%	$7,932.64	$661.05	$6,874.96	$572.91	$14,807.60	$1,233.97
6F	v	2.0	1.0	-	562	$479,500	$685,000	1.399%	$5,876.70	$489.73	$5,093.14	$424.43	$10,969.84	$914.15
7A	v	2.0	1.0	-	571	$494,200	$706,000	1.431%	$6,008.52	$500.71	$5,207.38	$433.95	$11,215.89	$934.66
7B	v	2.0	1.0	-	731	$735,000	$1,050,000	1.962%	$8,241.59	$686.80	$7,142.72	$595.23	$15,384.31	$1,282.03
7C	n	2.0	1.0	-	589	$510,300	$729,000	1.476%	$6,200.72	$516.73	$5,373.96	$447.83	$11,574.68	$964.56
7D	v	2.0	1.0	-	636	$550,900	$787,000	1.594%	$6,694.87	$557.91	$5,802.22	$483.52	$12,497.10	$1,041.42
7E	v	2.0	1.0	-	720	$723,800	$1,034,000	1.933%	$8,116.83	$676.40	$7,034.58	$586.22	$15,151.41	$1,262.62
7F	v	2.0	1.0	-	562	$486,500	$695,000	1.408%	$5,914.29	$492.86	$5,125.72	$427.14	$11,040.01	$920.00
8A	v	2.0	1.0	-	571	$501,900	$717,000	1.440%	$6,049.86	$504.16	$5,243.21	$436.93	$11,293.08	$941.09
8B	s	2.0	1.0	-	731	$744,100	$1,063,000	1.974%	$8,290.46	$690.87	$7,185.06	$598.76	$15,475.52	$1,289.63
8C	s	2.0	1.0	-	589	$517,300	$739,000	1.485%	$6,238.31	$519.86	$5,406.54	$450.54	$11,644.85	$970.40
8D	s	2.0	1.0	-	636	$558,600	$798,000	1.604%	$6,736.22	$561.35	$5,838.06	$486.50	$12,574.28	$1,047.86
8E	v	2.0	1.0	-	720	$732,900	$1,047,000	1.944%	$8,165.69	$680.47	$7,076.93	$589.74	$15,242.62	$1,270.22
8F	s	2.0	1.0	-	562	$493,500	$705,000	1.417%	$5,951.88	$495.99	$5,158.29	$429.86	$11,110.17	$925.85
9A	s	2.0	1.0	-	571	$508,900	$727,000	1.449%	$6,087.45	$507.29	$5,275.79	$439.65	$11,363.24	$946.94
9B	s	2.0	1.0	-	731	$753,900	$1,077,000	1.986%	$8,343.08	$695.26	$7,230.67	$602.56	$15,573.75	$1,297.81
9C	v	2.0	1.0	-	589	$525,000	$750,000	1.495%	$6,279.66	$523.30	$5,442.37	$453.53	$11,722.03	$976.84
9D	v	2.0	1.0	-	636	$566,300	$809,000	1.614%	$6,777.57	$564.80	$5,873.89	$489.49	$12,651.46	$1,054.29
9E	s	2.0	1.0	-	720	$742,000	$1,060,000	1.956%	$8,214.55	$684.55	$7,119.28	$593.27	$15,333.84	$1,277.82
9F	v	2.0	1.0	-	562	$500,500	$715,000	1.426%	$5,989.47	$499.12	$5,190.87	$432.57	$11,180.34	$931.69
10A	v	2.0	1.0	-	571	$515,900	$737,000	1.458%	$6,125.04	$510.42	$5,308.37	$442.36	$11,433.41	$952.78
10B	v	2.0	1.0	-	731	$763,000	$1,090,000	1.998%	$8,391.95	$699.33	$7,273.02	$606.09	$15,664.97	$1,305.41
10C	v	2.0	1.0	-	589	$532,000	$760,000	1.504%	$6,317.25	$526.44	$5,474.95	$456.25	$11,792.19	$982.68
10D	s	2.0	1.0	-	636	$574,700	$821,000	1.624%	$6,822.67	$568.56	$5,912.98	$492.75	$12,735.66	$1,061.30
10E	s	2.0	1.0	-	720	$751,100	$1,073,000	1.967%	$8,263.42	$688.62	$7,161.63	$596.80	$15,425.05	$1,285.42
10F	v	2.0	1.0	-	562	$507,500	$725,000	1.435%	$6,027.06	$502.25	$5,223.45	$435.29	$11,250.50	$937.54
11A	v	1.0	1.0	1,163	776	$1,592,500	$2,275,000	3.122%	$13,110.54	$1,092.54	$11,362.46	$946.87	$24,473.00	$2,039.42
11B	v	2.0	1.0	979	939	$1,898,400	$2,712,000	3.741%	$15,710.81	$1,309.23	$13,616.04	$1,134.67	$29,326.85	$2,443.90
Total:														
61		119	61		38,296	$36,314,600	$51,878,000	100.0000%	$420,000.00	$35,000.00	$364,000.00	$30,333.33	$784,000.00	$65,333.33

NOTES TO SCHEDULE A

1. s = rent stabilized; n = luxury decontrolled; v = vacant.

2. Any floor plan or sketch shown to a prospective Purchaser, including those set forth in this Plan, is only an approximation of the dimensions and layout of each Unit. The actual layout of a Unit may have been altered by the tenants thereof or by others without Sponsor's consent or knowledge. The actual dimensions and configuration of a Unit may also vary from its Floor Plan due to: (a) changes required by the Building Department or other government authorities having jurisdiction; (b) normal construction allowances and variances; and (c) varied masonry bearing wall thicknesses. Purchasers will not be excused from their obligations under the Agreement in the event of non-material inaccuracies in a Unit's size (there is a rebuttable presumption that a diminution of size of less than 5% of the useable floor area of the Unit, exclusive of interior partitions, is not a material reduction of the net square foot area). Pursuant to the NYC Building Code, bedrooms shall not be less than 8 feet in any plan dimension. As the Units in the B and E lines become vacant, Sponsor will move the bedroom wall out in order to meet the 8 feet NYC Building Code requirement. As Units 9C, 4D, 5D, 6D, 7D, 8D, 10D, 2F, 3F, 5F, 7F, 8F, 9F and 10F become vacant, Sponsor will remove the bedroom wall in order to meet the 8 feet NYC Building Code requirement. Sponsor does not intend to revise the Plan, the Floor Plans, Schedule A or the Declaration of Condominium in connection with the moving or removal of the wall in the aforelisted Units as the square foot area and dimensions of the Unit and Percent of Common Interest shall remain unchanged, or in connection with other Unit changes which do not result in any change to the square foot area and dimensions or the Percent of Common Interest. If the Unit is available for inspection before the Agreement is executed, the Unit layout as actually exists shall supersede and govern any variation, substantial or otherwise, from any and all Floor Plans, drawings and diagrams. The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate (within reasonable tolerances) and may change upon re-measurement or due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York State to measure condominium apartments. Each Unit should be inspected prior to execution of the Agreement to determine its actual dimensions, layout and physical condition. No variation of less than 5% of the net square footage area will affect a Purchaser's obligations under the Agreement or this Plan. Sponsor's sole obligation if the net square foot area is diminished by more than 5% shall be to refund to Purchaser the Deposit made under the Agreement and any interest earned thereon. The number of rooms has been calculated according to a standard count used for this Building which may differ from the method used by the Division of Housing and Community Renewal. Rooms include bedrooms, kitchens and living rooms. Sponsor has reserved the right to negotiate with individual Purchasers, other than Tenant Purchasers for whom such negotiation would constitute a discriminatory inducement, to perform special work in a Unit which may require a modification in floor plans for certain Units. Any such modification requiring a material change in the Common Elements will only be made by a duly filed amendment. Each Unit will be measured on each of 1 or more floors from the midpoint of the exterior walls, at the Building line and/or Property line, to the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Units. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the slab above. However, any Common Elements located within a Unit (including any structural slabs separating floors of a Unit located on more than 1 floor) shall not be considered a part of such Unit. As is customary in New York, these square foot areas may exceed the usable floor area of each Unit. Each prospective Purchaser should carefully inspect the Unit prior to entering into the Agreement therefor to determine its actual dimensions, layout, ceiling heights and physical condition. The clearances between the top of the floor slab and the bottom of the finish ceiling in the Units varies

and each prospective Purchaser should carefully inspect the Unit before entering into an Agreement therefor. However, certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as a result of the presence of beams and/or other mechanical spaces in such Units. Purchasers are further advised that Sponsor has reserved the right to negotiate with individual purchasers to perform special work which may require a modification in floor plans for certain Units and accordingly, the layout of the Units and Common Elements may vary. Reference should be made to the Sections entitled "Rights of Existing Tenants" and "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants." Certain of the Units are subject to the Rent Laws as noted in Schedule A.

3. Each Tenant Purchaser has the exclusive right to purchase such Tenant Purchaser's Unit for a period of 90 days from the Presentation Date of this Plan at the prices set forth on Schedule A for Tenant Purchasers. These purchase prices are approximately 30% less than the prices currently offered to Non-Tenant Purchasers. See the Section entitled "Changes in Prices and Units" for details concerning price changes. In addition to the purchase price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" in Part I of this Plan including, without limitation, the obligation to contribute 2 months' common charges 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 purchasing their Units.

THESE PRICES 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. No change will be made in the purchase prices other than pursuant to a duly filed amendment to this 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 this Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale is not a general offering or an advertised price but is rather the result of an individually negotiated transaction and provided further that no individually negotiated transactions shall occur with Tenant Purchasers if same would constitute a discriminatory inducement.

4. 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. 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.

5. The estimates contained in this Schedule A were computed on the assumption that the first year of Condominium operation will be the year from January 1, 2014 through December 31, 2014, and are based upon an estimate of the receipts and expenses of the Condominium for the projected year. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the first year of Condominium operation which may be greater than or less than the estimated figures set forth in the proposed budget. The actual first year of Condominium operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than 6 months from the commencement of the projected first year of Condominium operation, Sponsor will amend this Plan to include a revised budget disclosing current projections. If such amended projections exceed original projections by 25% or more, Sponsor will offer all Purchasers the right to

rescind for a period of 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 are based on "Schedule B – Projected Budget for First Year of Condominium Operation." In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes for such Unit, 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 which will be separately metered and payable directly to the utility company, the insurance 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. Until the Units are separately assessed, real estate taxes shall be part of Common Expenses, as provided in the By-Laws.

6. The New York City real estate taxes for the Units for the 1st year of Condominium operation following the First Closing, which have been estimated by Sponsor to be approximately $354,230, are based upon (i) an estimated transitional assessed valuation of the Property of $2,643,550 for the 2013/2014 fiscal year and an estimated transitional assessed valuation of the Property of $2,731,300 for the 2014/2015 fiscal year, with any increases in the Property's assessed valuation from prior years phased in over 5 years in equal annual increments of 20%, and (ii) a tax rate of $13.181 per $100 of assessed valuation for the Units. The estimated tax rate for the fiscal year of 2014/2015 does not assume any increase in the current tax rate.

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 Law, increases or decreases in a property's assessed valuation due to changes in its market value are to be phased in over 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. 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. The assessed valuations and tax rates for the 2011/2012, 2012/2013 and 2013/2014 tax years are as follows:

Tax Year	2011/2012	2012/2013	2013/2014
Transitional Assessment	$2,369,250	$2,443,300	$2,692,330
Actual Assessment	$2,918,250	$2,823,750	$3,067,650
Taxes Based On	$2,369,250	$2,443,300	$2,692,330
Tax Rate Per $100	13.433	13.181	13.181
Taxes Payable	$318,261	$328,208	$354,876

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 5 year phase-in period, (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, (b) the method of determining the assessed valuation, or (c) the amount of any increase or decrease in the assessed valuation of the Property. 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.

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 Interests exceed the total valuation of the Property were the Property assessed as 1 parcel.

The New York City tax assessor may allocate 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 Board will pay all real estate taxes with respect to the Property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest. See the Section of this Plan entitled "Real Estate Taxes" for further discussion.

The Property is not subject to a partial abatement from real estate taxes pursuant to Section 11 243 of the Administration Code of the City of New York (formerly Section J 51 2.5 of the Administration Code).

The aggregate monthly rents payable from tenants of all occupied units as of August 1, 2013 was $39,665.

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

See Attorney's Income Tax Opinion prepared by Pryor Cashman LLP, set forth in Part I of this Plan, regarding the deductibility of real estate taxes paid or accrued with respect to a Unit.

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 due to changes in the allocation of constant debt service payments to interest and principal, or due to changes in 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.

7. The Resident Manager's Unit is not offered for sale under this Plan. The Resident Manager's Unit is a Common Element.

8. Certain Units contain uninhabitable space, including but not limited to balconies, which may not be legally used as a bedroom or living room. Use of uninhabitable space as a bedroom or living room may result in a NYC Department of Buildings issuing a building code violation for the Building.

TABLE OF CONTENTS

PART I

Page

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS 1
INTRODUCTION 13
The Property 13
Features of Condominium Ownership 13
Offering of Units for Sale 16
Offering of Storage Locker Licenses 17
Applicable Rent Laws 19
CERTAIN DEFINITIONS 21
DESCRIPTION OF PROPERTY 25
The Building 25
Units 25
Resident Manager's Apartment 25
Storage Locker Licenses 25
Facade 26
Common Elements 26
Limited Common Elements 26
Services and Facilities 27
Laundry Room 27
Known Reports 27
LOCATION AND AREA INFORMATION 29
Location and Services 29
Zoning and Use 29
SCHEDULE A - PRICES OF UNITS AND RELATED INFORMATION 31
SCHEDULE B - PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION 38
COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i 47
SPONSOR EASEMENT 53
CHANGES IN PRICES AND UNITS 53
ACCOUNTANT'S CERTIFIED STATEMENT OF OPERATIONS 57
RIGHTS OF EXISTING TENANTS 66
OBLIGATIONS OF PURCHASERS OF UNITS OCCUPIED BY NON-PURCHASING TENANTS 69

PROCEDURE TO PURCHASE 71
Escrow and Trust Fund Requirements 74
ASSIGNMENT OF AGREEMENTS 78
EFFECTIVE DATE 78
TERMS OF SALE 81
CLOSING COSTS AND ADJUSTMENTS 84
RIGHTS AND OBLIGATIONS OF SPONSOR 89
Sponsor's Obligations with Respect to the Creation of the Condominium 89
Sponsor's Obligations with Respect to Asbestos 89
Real Property Law Section 339-kk 90
Leasing and Use of Unsold Units 91
Sponsor's Obligations with Respect to the Units and the Building 92
General 94
CONTROL BY SPONSOR 96
BOARD OF MANAGERS 98
RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS 101
Sales and Leases of Units 101
Use of Units 102
Mortgage of Units by Unit Owners 103
Common Charges: Determination and Assessment 104
Common Charges: Collection and Lien for Non-Payment; Payment of Rent to Board 105
RPL §339-jj-Borrowing by Condominium 106
Repairs to and Maintenance of Units and Common Elements 106
Alterations and Improvements of Units and Common Elements 106
Local Law 107
Rights of Access 108
Compliance with Terms of Declaration, By-Laws and Rules and Regulations 108
Examination of Books and Records 108
Repair or Reconstruction after Fire or Other Casualty 109
Insurance 109
Liability of Board of Managers and Unit Owners 111
Termination of Condominium 111
Units Acquired by the Board 111

Procedure to Review Real Estate Tax Assessments 112
Mechanics' Liens 112
Easements and Name of Condominium 112
The Declaration and By-Laws 113
REAL ESTATE TAXES 114
INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM 115
Deductibility of Mortgage Interest and Real Estate Taxes 115
Taxation of the Condominium 115
ATTORNEY'S INCOME TAX OPINION 119
RESERVE FUND 125
WORKING CAPITAL FUND AND APPORTIONMENTS 127
MANAGEMENT AGREEMENT 129
IDENTITY OF PARTIES 132
Sponsor 132
Selling Agent 133
Managing Agent 133
Attorneys for Sponsor 134
Sponsor's Architect 134
Sponsor's Condominium Expert 134
Service of Process 134
SPONSOR'S PROFIT 135
REPORTS TO UNIT OWNERS 135
DOCUMENTS ON FILE 135
GENERAL 135
SPONSOR'S STATEMENT OF BUILDING CONDITION 138

PART II

Exhibit	Caption	Page
EXHIBIT 1	PURCHASE AGREEMENT	141
EXHIBIT 2	CONDOMINIUM UNIT DEED	183
EXHIBIT 3	DESCRIPTION OF PROPERTY	191
	APPENDIX 1- CERTIFICATE OF OCCUPANCY	225
	APPENDIX 2- LOCAL LAW 11 REPORT	229
	APPENDIX 3- SITE PLAN	245
	APPENDIX 4 - FLOOR PLANS	249
EXHIBIT 4	ASBESTOS REPORT	327
EXHIBIT 5	CONDOMINIUM DECLARATION AND BY-LAWS	345
EXHIBIT 6	POWER OF ATTORNEY	423
EXHIBIT 7	CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS	429
EXHIBIT 8	CERTIFICATION OF SPONSOR'S ARCHITECT	433
EXHIBIT 9	CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET	437
EXHIBIT 10	FORM W-9	441
EXHIBIT 11	FORM W-8BEN	447
EXHIBIT 12	SECTION 352-eeee OF THE GENERAL BUSINESS LAW	457
EXHIBIT 13	RESERVE FUND LAW	465
EXHIBIT 14	RPL §339-kk	471
EXHIBIT 15	SPECIMEN TITLE POLICY	475
EXHIBIT 16	LEAD-BASED PAINT BOOKLET	489

PART I

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

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

1. A law enacted by the New York City Council provides a formula for determining the amount of the Reserve Fund (the "Reserve Fund Law"), which is to be used exclusively for making capital repairs, replacements and improvements for the health and safety of residents of the Building. The exact amount of the Reserve Fund cannot be ascertained until this Plan is declared effective. The Reserve Fund shall be established in an amount equal to either (i) 3% of the sum of the cost of all Units offered for sale pursuant to this Plan at the last price which was offered to tenants in occupancy of the Building prior to the effective date of this Plan regardless of the number of sales made (the "Total Price"), or (ii) (A) 3% of the actual sales prices of all Units offered for sale pursuant to this Plan which are sold by Sponsor at the effective date of this Plan; provided, however, that if such amount is less than 1% of the Total Price, then the Reserve Fund shall be established as a minimum of 1% of the Total Price; plus (B) supplemental contributions to be made by Sponsor at a rate of 3% of the actual sales price of Units for each Unit offered for sale under this Plan held by Sponsor and sold to bona fide purchasers subsequent to the effective date of this Plan and within 5 years of the First Closing notwithstanding that the total amount contributed may exceed 3% of the Total Price; and provided, further, that if 5 years from 30 days after the First Closing, the total contributions by Sponsor to the Reserve Fund are less than 3% of the Total Price, Sponsor shall pay the difference between the amount contributed and 3% of the Total Price. In accordance with the Reserve Fund Law, Sponsor is entitled to take a credit against the Reserve Fund for qualifying work performed in the Building. Such credit may not exceed the lesser of the actual cost of the capital replacements or 1% of the Total Price. Sponsor may perform or engage 1 or more contractors to perform qualifying work. No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of certain capital improvements. Moreover, if Sponsor elects to fund the Reserve Fund through supplemental contributions, there may not be a sufficient amount in the Reserve Fund at the time repairs are deemed necessary or appropriate and, if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or levy a Special Assessment against the Unit Owners or Sponsor may elect to advance its contributions to the Reserve Fund and take a credit against future supplemental contributions. In addition, at Closing, Sponsor will collect from each Purchaser of a Unit, on behalf of the Board, an amount equal to 2 months' Common Charges. The Working Capital Fund may be expended for any purpose, including the reduction of Common Charges, during any period, including the period during which Sponsor controls the Board (see the Section entitled "Control By Sponsor"). See the Sections of this Plan entitled "Reserve Fund" and "Working Capital Fund and Apportionments" which may be found in Part I of this Plan and the Reserve Fund Law (Local Law 70) which may be found in Part II of this Plan for more details.

2. At the time an Agreement is executed, a Purchaser is required to make a Deposit in an amount equal to $1,000 (for Tenant Purchasers) or 10% of the Purchase Price (for all others). In the event a Purchaser defaults under the Agreement, time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within 30 days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, cancel such Agreement and retain, as liquidated damages, the Deposit made by the Purchaser (which Deposit may be more than 10% of the Purchase Price). See the subsection entitled "Escrow and Trust Fund Requirements" in the Section of this Plan entitled "Procedure to Purchase" for further details regarding the Attorney General's dispute provisions. If a Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date and

Sponsor elects not to cancel the Purchaser's Agreement as a result of the same, (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the originally scheduled Closing Date, and (b) the Purchaser will be required to pay to Sponsor an amount equal to 0.04% per day (14.6% per annum) of the Purchase Price of the Unit for each day that the Closing is adjourned. If the applicable law (state or federal) is ever judicially interpreted so as to render usurious any amount called for under the Plan, or contracted for, charged or received, results in Purchaser having paid any interest in excess of that permitted by applicable law, then it is Sponsor's express intent that all excess amounts theretofore collected by Sponsor shall be credited to Purchaser. Purchasers are further advised that (i) if a Purchaser makes a Deposit in excess of $250,000.00 for the purchase of a Unit, such Deposit will be placed in the escrow account, which will not be federally insured in excess of $250,000.00; and (ii) while a Deposit is in the checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000.00. No representation or guaranty is made by Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so. The $250,000.00 aforementioned amount is the Federal Deposit Insurance Corporation's insured amount through calendar year 2013; thereafter a Purchaser's deposit may only be federally insured up to $100,000.00. Funds drawn on out-of-state or foreign banks will not be accepted in payment of the purchase for a Unit unless otherwise agreed to by Sponsor in writing. 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, THIS PLAN, THE AGREEMENT OR THE RELATIONSHIP CREATED THEREBY. See the Section of this Plan entitled "Procedure to Purchase" for further discussion of the foregoing.

Sponsor's attorneys are not using the model escrow language available from the Department of Law.

3. Although a Purchaser may obtain financing from a lending institution or any other source, the obligation to purchase a Unit pursuant to the Agreement shall not be contingent on obtaining such financing. Neither Sponsor nor any Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. 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. See the Section entitled "Procedure to Purchase" for further details.

4. Prior to the closing of title to a Unit, Non-Tenant Purchasers are expressly prohibited from advertising the Unit, listing the Unit with a broker or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease ("Advertising Activities") without Sponsor's prior written consent. If any Non-Tenant Purchaser engages in any of the foregoing Advertising 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 this Plan for further details.

5. Sponsor and its designees may exercise veto power over some actions of the Board. So long as Sponsor continues to own at least 25% in aggregate Common Interests in Units, but in no event later than 5 years after the First Closing, the Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, (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, (c) increase or decrease the number, or change the kind of, employees referred to in this Plan, (d) enter into any service or

maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in this Plan, except as is required to reflect normal annual increases in operating services, (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 prior 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 Board to (i) comply with Laws, rules or regulations of any governmental authority having jurisdiction over the Condominium; (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer. See the Section entitled "Control By Sponsor" for further details.

6. Each Unit Owner has the right to vote at meetings of Unit Owners and to vote with respect to amendments of the Declaration and By-Laws, as more particularly described in the Section of this Plan entitled "Board of Managers" and in the Declaration and By-Laws set forth in Part II of this Plan.

7. No amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations (collectively, a "Change") shall be effective in any way without the prior written consent of Sponsor or its designee or the owner of any Unsold Unit, as the case may be, with respect to any Change modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the owner of any Unsold Unit, as the case may be, or otherwise adversely affecting Sponsor or its designee or the owner of any Unsold Unit, as the case may be. See the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers."

8. The Resident Manager will continue to occupy the apartment located on the lobby level of the Building (the "Resident Manager's Unit"). The Resident Manager's Unit will be part of the Common Elements and all charges attributable to the Resident Manager's Unit, including the costs of utilities and the costs of repairs, alterations and improvements to the Resident Manager's Unit, shall be borne by all Unit Owners as a Common Expense.

9. The real estate tax estimates for each Unit were calculated on the assumption that the real estate taxes payable with respect to each Unit for the first year of Condominium operation will be allocated in proportion to each Unit's Common Interest as set forth on Schedule A – Prices of Units and Related Information in Part I of this Plan. 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 percentage interests, but determined to have a higher purchase price or market value, will pay higher real estate taxes than are reflected on Schedule A.

The Property is not subject to a partial abatement from real estate taxes pursuant to Section 11-243 of the Administration Code of the City of New York (formerly Section J-51-2.5 of the Administrative Code.

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

11. Except as set forth in Section 6.14 of the By-Laws, the Units may be used only for residential purposes, subject to conditions set forth in Section 9.1 of the Declaration. Exceptions to the restrictions on use in Section 6.14 of the By-Laws include home occupation or professional office use, and, in limited instances, professional offices. Sponsor and its designee and the owner of any Unsold

Unit may use the Units for any purpose permitted by Law and may modify the certificate of occupancy to reflect a change in use. Please refer to the Section of this Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the Subsection entitled "Use of Units" for further details.

12. 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. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Units. Please refer to the Section of this Plan entitled "Rights and Obligations of Sponsor" in Part I of this Plan for further details.

13. The windows (including the glass) located in any Unit shall be replaced and/or repaired at the Unit Owner's sole cost and expense in accordance with the Condominium's specifications and the interior side shall be washed and cleaned at the Unit Owner's sole cost and expense. The cleaning of the exteriors of the windows was not a part of the operating budget for the rental building. Sponsor is not aware of any NYC Law requiring exterior window cleaning. Please refer to the Section of this Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the Subsection entitled "Repairs to and Maintenance of Units and Common Elements" in Part I of this Plan for further details. The Budget for first year of Condominium operation does not include any expenditure for window washing.

14. Purchasers shall be obligated to pay the NYC Real Property 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 by Purchasers, the amounts of such taxes will be included in the consideration subject to such tax. If the purchase price of the Unit is $1,000,000 or more, Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," which is currently 1% of the purchase price, and by Law is the primary obligation of a purchaser. See the Section of this Plan entitled "Closing Costs and Adjustments" in Part I of this Plan for further details.

15. In accordance with the terms of this Plan, Sponsor has the right, following the expiration of the Exclusive Purchase Period, to sell occupied Units to 1 or more Non-Tenant Purchasers for investment or resale or lease occupied units to others or to retain vacated Units for future rental. The Fee Mortgage (as hereinafter defined) does not obligate Sponsor to market Units for sale as they become vacant. In addition, Sponsor has the right to limit the number of Units sold to any Purchaser and to make bulk sales of Units to a single Purchaser (such bulk Purchaser hereinafter referred to as "Sponsor's Transferee"). Sponsor and Sponsor's Transferee, if any, reserve the right to rent, rather than sell, any or all of the Units as they become vacant. Sponsor's and Sponsor's Transferee's, if any, right to rent, rather than sell, Units once they become vacant is unconditional and exercisable in their sole discretion. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. Because there is no commitment on the part of Sponsor and Sponsor's Transferee, if any, to sell more than the 15% of the Units needed to declare this Plan effective, owner occupants may never gain effective control and management of the Condominium and may have difficulty in financing or reselling their Units. In addition, it can be anticipated that Units will not be occupied or used by the Unit Owners thereof. In the event that Sponsor dissolves or liquidates or transfers 10 or more Units or 20% of the Units in the Condominium to 1 Purchaser in a bulk sale, whichever is less, in connection with Sponsor's liquidation of its interest in the Units, 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 and applicable Law and in the event of dissolution or liquidation, the principals of Sponsor shall guarantee the performance of such obligations.

16. Any sales of Units occupied by Non-Purchasing Tenants are subject to the rights of such Non-Purchasing Tenants, if any, to continued occupancy under applicable rent regulation Laws and to purchase their Units during a subsequent Exclusive Purchase Period, if any, which occurs prior to the effective date. Sponsor has further reserved the right to rent or lease any Unit prior to closing the sale thereof to the Purchaser thereof or any other party and to cease marketing Units for sale at any time. Accordingly residents of the Condominium may be comprised of Unit Owners, Non-Purchasing Tenants and tenants leasing from Sponsor or other Unit Owners after the Property is submitted to a condominium regime. The By-Laws do not require that after the Sponsor Control Period a majority of the members of the Board be owner-occupants of a Unit or members of owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and nonresident owners (including Sponsor and any other Unit Owners) may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing Units, such as a purchase for use as a home as opposed to a purchase for investment.

Generally, "free-market" leases do not provide for any renewal rights to be exercised by tenants. Current case law provides that unless, prior to the date an offering plan is accepted for filing, a warrant of eviction has been issued for a tenant who has continued in occupancy of a dwelling unit under such a "free-market" lease, such tenant has a right to purchase the unit even if the term of his or her lease has expired prior to the date the offering plan was accepted for filing or the "black book" date.

17. Individuals leasing Units from Sponsor will not, except as may be expressly provided in their respective leases, have any special rights to purchase such Units. In addition, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. Any lease for a Unit entered into with a Purchaser, other than a Tenant Purchaser, will provide, however, among other things, that an uncured default by the Purchaser under the Agreement with respect to the Unit which is the subject of the lease will constitute a default under the lease entitling Sponsor, at its sole option, to terminate such lease in accordance with applicable Law. In addition, each Agreement may provide that an uncured default by the Purchaser under any lease with respect to the Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor, at its sole option, to terminate such Agreement and to exercise any remedies therein provided. Individuals who rent vacant Unsold Units from Sponsor are not Tenant Purchasers under this Plan and shall have no rights to purchase thereunder. Purchasers or any other persons entering into a lease or use and occupancy agreement for a Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the lease or use and occupancy agreement. Such legal fees are estimated to be approximately $1,500 assuming that the Purchaser's counsel does not negotiate the terms of the lease. All other charges or other fees due under a lease or use and occupancy agreement shall be adjusted as of the Closing to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any lease or use and occupancy agreement. See the Section entitled "Rights and Obligations of Sponsor" in Part I of this Plan.

18. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, each Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Pryor Cashman LLP, in connection with the closing of title to Purchaser's Unit: (i) the sum of $1,500 to reimburse Sponsor for its legal fees, (ii) if the Purchaser requests the Closing to occur other than at the offices of Pryor Cashman 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 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 $500, payable in advance, for preparation of an assignment agreement and (iv) a reschedule fee of $200 if the

Purchaser postpones the scheduled Closing (with the consent of Sponsor) less than 5 business days prior to the date thereof. Please refer to the Section of this Plan entitled "Closing Costs and Adjustments" in Part I of this Plan for further details.

19. All references in this Plan to "floors" are "marketing" designations and not the designation given to the floors on the plans submitted to the New York City Department of Buildings. Purchasers are advised that, as is customary in New York, the square footage of each Unit as reflected in the floor plans and on Schedule A - Prices of Units and Related Information, exceeds the usable floor area of each Unit. Each Unit will be measured on each of 1 or more floors from the midpoint of the exterior walls, at the Building line and/or Property line, to the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Units. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the slab above. However, any Common Elements located within a Unit (including any structural slabs separating floors of a Unit located on more than 1 floor) shall not be considered a part of such Unit. Pursuant to the NYC Building Code, bedrooms shall not be less than 8 feet in any plan dimension. As the Units in the B an E lines become vacant, Sponsor will move the bedroom wall out in order to meet the 8 feet NYC Building Code requirement. As Units 9C, 4D, 5D, 6D, 7D, 8D, 10D, 2F, 3F, 5F, 7F, 8F, 9F and 10F become vacant, Sponsor will remove the bedroom wall in order to meet the 8 feet NYC Building Code requirement. Sponsor does not intend to revise the Plan, the Floor Plans, Schedule A or the Declaration of Condominium in connection with the moving or removal of the wall in the aforelisted Units as the square foot area and dimensions of the Unit and Percent of Common Interest shall remain unchanged, or in connection with other Unit changes which do not result in any change to the square foot area and dimensions or the Percent of Common Interest. Each prospective Purchaser should carefully inspect the Unit prior to entering into the Agreement therefor to determine its actual dimensions, layout, ceiling heights and physical condition. The clearances between the top of the floor slab and the bottom of the finish ceiling in the Units may vary. However, certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as a result of the presence of beams and/or other mechanical spaces in such Units.

20. 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 (such as 50% or more) of the units in a building be sold before the lender will consider making a loan. Thus, a Purchaser may experience difficulty obtaining a loan in a building where the percentage of units sold is lower than a lender's particular sales minimum. Even after 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 an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements. Purchasers should further note that pursuant to existing Law, Sponsor may declare this Plan effective upon selling a minimum of 15% of the Units offered for sale in the Building (9 Units). Even if this Plan is declared effective with the minimum number of sales, it is possible that Sponsor may be able to submit the Property to a condominium regime and convey fewer Units than the minimum number of sales if purchasers counted towards effectiveness do not ultimately purchase a Unit. Please refer to the Section entitled "Effective Date" in Part I of this Plan for further details.

21. 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 to, and without the consent of the Board, any Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing 1 or more such Units into 2 or more separate Unsold Units,

(c) combine separate Units (including those resulting from such subdivision or otherwise) into 1 or more Units, altering any boundary walls between 1 or more Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit a Unit into such Unit, (d) designate a Common Element as part of a newly created Unit and (e) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. No material adverse change will be made in the size or number of Units or in the size or quality of the Common Elements except by amendment to this Plan and, when applicable, by amendment to the Declaration. Unless a Purchaser consents, no material adverse change will be made in the relevant Unit's layout or percentage of Common Interest if an Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default. No material adverse change will be made in the size or quality of the Common Elements unless Purchasers not in default receive a right to rescind their respective Agreements within a reasonable period of time that is not less than 15 days after the date of presentation of an amendment setting forth the right to rescind. Sponsor will return any Deposit promptly to Purchasers who rescind. Please see the Section of this Plan entitled "Changes in Prices and Units" for further details.

22. Each Purchaser will be obligated to enter into a power of attorney at the closing of title to the relevant Unit (the "Power of Attorney"). The form of Power of Attorney, set forth in Part II of this Plan, grants broad powers to the Board to enter into agreements affecting the Common Elements. The Power of Attorney also grants to Sponsor the right to amend the Condominium Declaration with respect to Units owned by Sponsor. Please refer to the form of Power of Attorney set forth in its entirety in Part II of this Plan.

23. A copy of the most recent Local Law 11 Inspection Report, as prepared by Andrew Katz, P.E., dated January 10, 2013, is set forth in Part II of this Plan (the "Local Law 11 Report"). As set forth in the Local Law 11 Report, the examination was conducted by visual observation of all exterior surfaces. Sightings from the street, roof and adjacent roofs at strategical locations were made using high magnification binoculars. A scaffold drop at the front façade and the rear fire escape were used for the up-close inspection. The Local Law 11 Report reported conditions found are Safe with a Repair and Maintenance Program, as set forth on page 2 of the Report. The general recommendations presented in the Local Law 11 Report, are set forth on page 3 of the Report. 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. Sponsor makes no representations regarding future expenditures which may be required to comply with Local Law 11 of 1998 or the costs of the inspections therefore. The next Local Law 11 Inspection Report will be due in 2017. Sponsor makes no representations or warranties regarding the Facade of the Building except as otherwise set forth in this Plan.

24. As set forth in the report prepared by Howard L. Zimmerman Architects, P.C. and included as part of the "Description of Property and Local Law 11 Report" (the "Architect's Report") contained in Part II of this Plan, the following conditions exist at the Property that warrant repair and remediation: Wiring and Circuitry: Apartment electrical outlets, GFCI outlets in wet locations and ARC fault circuit breakers are to be provided as apartments are renovated. It is estimated that the apartment electrical upgrades will cost approximately $500 per apartment. Certain items were also listed in the Special Risks section as needing further investigation to more fully understand. Sponsor may be permitted under the Reserve Fund Law to take a credit against the Reserve Fund for certain work performed in connection with rectifying such conditions; notwithstanding the foregoing, however, Sponsor is under no obligation to perform any of the foregoing work and makes no representation that it will perform any such work. See Special Risks section of Architect's Report for further details.

25. Any walls or partitions contained in a Unit which do not conform to the Floor Plans contained in Part II of the Offering Plan must be removed at the Unit Owner's sole cost and expense in

accordance with the provisions of the Declaration and By-Laws of the Condominium and as required by law. Any walls or partitions to be erected in a Unit other than those shown on the Floor Plans contained in Part II of the Offering Plan must conform with the requirements of the Declaration and By-Laws of the Condominium and applicable legal requirements, and the Unit Owner must obtain a valid work permit and a certificate of completion from the New York City Department of Buildings for such partition or wall. Purchasers are advised that former or current occupants of the Units may have made alterations to certain Units, including without limitation, installation and/or relocation of interior walls without Sponsor's consent or knowledge. Consequently, Sponsor makes no representation, warranty or guarantee as to whether any of said alterations were completed in compliance with all applicable governmental laws and regulations.

26. Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building, other than any Limited Common Elements, for any lawful purposes including, but not limited to, (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communication equipment on the roof and Facade and elsewhere on the Common Elements and the conduit and other Facilities relating thereto, (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation and Maintenance thereof and (c) constructing the Proposed Alterations, including the right to install columns and other supports in furtherance thereof. The aforementioned easements may be used by Sponsor for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Sponsor for any purpose permitted by Law. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor for the use of the aforesaid easement or equipment. Any satellite dishes or other facilities placed upon the roof or Facade or elsewhere on the Common Elements by Sponsor or its designee, assignee, tenant, licensee or other transferee shall be the exclusive property of Sponsor, its designee, assignee, tenant, licensee or other transferee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto. Please see the Section of this Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the subsection entitled "Easements and Name of Condominiums" for further details.

27. It is the responsibility of each Unit Owner to notify the Managing Agent in writing when a child or children under the age of 10 years lives or resides (even temporarily) in the Unit. It is the responsibility of each Unit Owner to install, at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Law and in no event without full knowledge of the Managing Agent. In addition, Local Law 1 of 2004 ("Local Law 1") requires that landlords must inspect every apartment occupied by a child under the age of 6 for conditions that may cause lead exposure, and if found, correct them. Landlords must verify whether a child under the age of 6 resides in an apartment and if so, conduct an inspection at least annually, and more often if necessary, for lead paint hazards. The landlord is required to investigate the circumstances if any tenant does not respond to the inquiry as to the presence of children. Landlords must look for peeling paint, evidence of friction or chipping, and underlying conditions that may cause paint to peel, and promptly correct any hazard. The landlord has a duty under the law to inspect the apartment as well as all common areas for the presence of lead-based paint hazards, and to remove or cover all lead paint on friction surfaces and to replace window slides and panes on friction surfaces containing lead paint. Landlords must provide written notice to the tenant of the landlord's obligation to inspect for and repair lead-paint hazards and the tenant's obligation to provide access to their apartment. The obligations under Local Law 1 of 2004 apply to a Unit Owner who purchases an occupied Unit, as well as to a Unit which was vacant but becomes occupied by a tenant subsequent to its purchase. Sponsor makes no representation regarding the scope or nature of any future enactments regarding lead-based paint, whether Local Law 1 will be further modified and enacted 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 and any successor statute thereto and any regulations or requirements promulgated with respect thereto for a full description of the obligations of a Unit Owner. Unit Owners shall be deemed "owners" of their respective Units with the obligation to comply with the requirements of all environmental laws, including, without limitation, requiring the removal or abatement of asbestos containing material or lead-based paint.

28. All determinations with respect to the continuance of services provided to the Building, if initially made available, will be made by the Board, which will be controlled by Sponsor until the expiration of the period ending on the earlier of (i) the closing of title with Purchasers under this Plan to Units having more than 50% of the aggregate Common Interests appertaining to all Units, or (ii) 5 years after the First Closing (the "Sponsor Control Period") as described in the Section of this Plan entitled "Control by Sponsor." Please refer to the Section entitled "Description of Property" set forth in its entirety in Part I of this Plan under the subsection entitled "Services and Facilities" for further details regarding services and facilities at the Property.

29. The proposed insurance coverage for the first year of Condominium operation does not include terrorism insurance, which is typically not maintained in the City of New York for residential buildings. While terrorism insurance is currently available for the Property, there is no assurance that such insurance will be available in the future or at a price that the 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 a Unit Owner's failure to pay such assessment could lead to a foreclosure of the relevant Unit. Purchasers should further note that the insurance coverage maintained on behalf of the Condominium does not cover the individual Units or a Storage Locker or any property contained in a Unit or Storage Locker. Purchasers should refer to the Declaration in Part II of this Plan for a description of the Units. Pursuant to the By-Laws, each Unit Owner is required to, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) 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 1 occurrence and $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 each Unit Owner's insurance coverage may be modified by the Board from time to time. All policies shall provide that they cannot be canceled without at least 30 days' prior notice to the Board. The limits of liability set forth in (a) and (b) above may be increased by the Board from time to time. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board, as required, the 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 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.

30. The By-Laws provide that each Unit and all portions of the Common Elements will be kept in good condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water which will cause damage to the Building) by the Unit Owner or the Board whichever is responsible for the maintenance thereof. In the event a Unit Owner fails to keep such Unit Owner's Unit in such condition, the Board may, at the expense of such Unit Owner, enter

such Unit and perform such acts as are necessary to cure such default. See the subsection entitled "Rights of Access".

31. In accordance with the provisions of 13 NYCRR 23.7(cc) (the "Asbestos Regulations"), Sponsor has engaged Singer Environmental Group, Ltd. to perform such tests as are necessary to determine whether asbestos containing material ("ACM") is present in insulating or fireproofing material anywhere in the Building. Said firm has prepared a report on ACM in the Building (the "Asbestos Report") which indicates: (i) materials which were found and determined to contain asbestos were in the common areas public hallways floor tile; these materials were generally found to be in good condition and (ii) asbestos containing materials are believed to be present on the roof in tars, felts and papers used in roof coatings; these materials were examined visually and found to be in stable, non friable, satisfactory condition. A copy of the Asbestos Report is set forth in Part II of this Plan. The Asbestos Regulations do not require Sponsor to remove any ACM identified in the Asbestos Report; however, Sponsor may remove ACM during its performance of any proposed alterations or otherwise, in its sole discretion.

32. The Property is currently encumbered by a mortgage (the "Fee Mortgage") held by New York Community Bank (the "Fee Mortgagee") in the original principal amount of $14,080,000, having a maturity date of March 1, 2016. As of the date hereof, the Fee Mortgagee will release or partially assign the lien of the Fee Mortgage with respect to each Unit as same is conveyed to Purchasers under this Plan upon payment to the Fee Mortgagee of a release price equal to 125% of the Unit's pro rata share of the Fee Mortgage. As a fee, the Fee Mortgagee will charge 1% of the principal reduction amount to release each Unit (other than a bulk sale of 3 or more Units, in which case the full prepayment penalty will apply).

33. The charges for electricity consumed by some of the Unit Owners will be separately metered and billed directly to such Unit Owner by Con Edison and to the Condominium for some of the other Units. 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 gas for domestic cooking consumed by each Unit Owner is not separately metered and will be billed to the Condominium as a Common Expense. Schedule A sets forth estimates of the amounts or real estate taxes which will be payable with respect to each Unit. See the Notes to Schedule A with respect to the bases of such estimates.

34. Purchasers are advised that substantial construction work may be undertaken and performed by or on behalf of Sponsor in vacant Units in the Building, including the installation of new electric wiring, sheetrock, kitchens and baths, as well as substantial construction work in the lobby and hallways of the Building. Construction workers and related personnel may be at the Building from time to time performing various tasks relating to such construction, which will occur between the hours of 8:00 A.M. and 6:00 P.M. Access to the Building will be provided to the construction workers by the Resident Manager. Debris from the construction will be removed in most instances through the elevator and out a side door that leads to the basement and hauled away. The foregoing work and conditions may create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Sponsor will use reasonable commercial efforts to minimize any dust and/or debris from affecting surrounding apartments. Various systems, including but not limited to water supply and heating, may need to be shut down temporarily. Sponsor will give tenants 24 hours prior notice when shutting down systems temporarily.

35. While Unsold Units are being renovated and offered for sale or lease by Sponsor or other owner of Unsold Units, there will be a greater number of visitors to the Building than would otherwise be the case. All such visitors to the Building will be accompanied by the Selling Agent when inspecting Unsold Units. No representation or warranty is made and no assurance is given as to when such construction, selling or leasing activity will terminate. None of Sponsor or other owner of Unsold Units,

the Board or the Managing Agent will 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, if any. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium, if any, will prevent personal injury or damage to or loss of personal property.

36. At the First Closing, the Condominium will enter into a management agreement for an initial term of 3 years with Pinnacle Managing Co., LLC (the "Managing Agent") which will provide management services to the Condominium at an annual fee of $26,000.00, payable in equal monthly installments. The management agreement will be automatically renewed from year to year unless terminated by either party upon 90 days' written notice prior to the expiration of the term, as the same may have been renewed. The management fee is comparable to the prevailing rates charged by other management services firms in New York City providing similar services in comparable buildings. In the event a new managing agent is substituted for the Managing Agent, the annual fee will be as mutually agreed upon between the Board and the new managing agent. In addition, at the First Closing, the Condominium will enter into a service contract with Secure Watch 24, which will provide the Building with video surveillance and certain security services. Joel Wiener, a principal in the Managing Agent and an investor in Secure Watch 24, is also a principal of Sponsor.

37. Copies of certified statements of income and expense (the "Financial Statements") for the Building for the years ended December 31, 2011 and December 31, 2012 as prepared by DDK & Company LLP, CPA ("DDK") are set forth in Part I of this Plan. The Financial Statements omit certain historical information (i.e., depreciation, amortization and debt service interest) not relevant to the Condominium. DDK's qualification in its Independent Auditor's Report that the Financial Statements are not in conformity with generally accepted accounting principles is based solely on such omissions.

38. On or about the date of the First Closing, the Condominium will enter into a 25 year concession agreement for the laundry rooms with Sponsor or an affiliate of Sponsor. Sponsor or Sponsor's affiliate reserve the right to enter into a lease with a laundry concessionaire to operate the laundry room. The initial annual rent shall be $3,000.00. The Condominium will provide all necessary utilities, including but not limited to heat, gas, electric, water and sewer. The annual rent shall increase by $300 on the 5th, 10th, 15th and 20th anniversary of the lease commencement date. It is possible that the rent payable under the concession agreement will be less than the expenses attributable to the leased space.

39. Sponsor reserves the right from time to time to change apartment numbers and/or floor designations. Any such change(s) will be set forth in a duly filed amendment to the Plan.

40. After the expiration of the Sponsor Control Period, Sponsor (or its designees) shall have the right to designate the following minimum number of Board Members: (a) 2 Board Members, for so long as the Common Interests attributable to the Unsold Units equal, in the aggregate, more than 15% of the Common Interests of all Units; and (b) 1 Board Member, for so long as Sponsor (or its designees) owns at least 1 Unsold Unit. In addition to Sponsor (or its designees) designating the aforesaid number of Board Members, Sponsor (or its designees) may cast its votes for individuals nominated to the Board who are not nominated or designated by Sponsor (or its designees), which individuals, if elected shall not be deemed to be Sponsor's nominees or designees and shall not be deemed to cause Sponsor (or its designees) to control the Board.

41. 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 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 this Plan, certain of which may be deemed by some Purchasers and not others to involve significant risks. Therefore all Purchasers should carefully review the entire Plan for complete disclosure of the terms of the offering before deciding whether or not to purchase a Unit.

INTRODUCTION

West 30th Realty LLC, a New York limited liability company ("Sponsor"), hereby presents this offering plan (the "Plan") for the conversion to condominium ownership of the land (the "Land"), together with the building erected thereon known as and having a street address of 308-312 West 30th Street, New York, New York 10001 (the "Building"), containing 61 apartments, including the Resident Manager's apartment (the "Units"), and 34 storage lockers (the "Storage Lockers"). The Land and the Building are collectively referred to herein as the "Property." The condominium will be known as "The Irvin Condominium" and is called the "Condominium" in this Plan.

The purpose of this Plan is to set forth in detail all material facts relating to the offering by Sponsor of the Units. Sponsor may from time to time amend or supplement this Plan by filing an amendment with the New York State Department of Law (the "Department of Law") and serving such amendment on Purchasers and Unit Owners.

This Plan is presented in 2 parts (in 1 volume) which together constitute the entire Plan. Part I sets forth a general description of this Plan and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of this Plan. Also included in Part II is a detailed physical description of the Property, certifications of Sponsor and Sponsor's architect and certifications of an expert selected by Sponsor concerning the adequacy of the budget for the first year of Condominium operation. In addition, Sponsor has filed exhibits to this Plan with the Department of Law, which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information). This 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 this Plan and the exhibits will be available for inspection by prospective Purchasers without charge and for copying at reasonable copying fees at Sponsor's office and at the office of the Department of Law and may be borrowed from Sponsor upon payment of a $150 deposit, which amount will be fully refunded upon either (i) the prompt return of all borrowed materials in good condition or (ii) the execution by the borrower of an Agreement subsequently accepted by Sponsor. Copies of this Plan will be served upon all Tenant Purchasers in accordance with the GBL. 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. Prices of Units are not subject to approval by the Department of Law or any other government agency. All capitalized terms used in this Plan shall have the meanings ascribed thereto in the Section entitled "Certain Definitions," unless otherwise indicated.

The Property

On February 21, 2006, Sponsor acquired fee title to the Property. The Building contains an on-grade cellar and 11 stories (including penthouse) above grade. There are a total of 60 residential apartments and a resident manager's apartment. The boiler room, storage, laundry room, Resident Manager's work shop and elevator rooms, Storage Lockers and bike storage are located at the cellar level. There are no parking or recreational facilities located within the Building.

Features of Condominium Ownership

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

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage such Unit Owner's Unit(s) with such lender and in such amount as the Unit Owner chooses. However, Sponsor makes no representations about the financeability of any Unit. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

A Unit Owner may decorate the interior of such Unit Owner's Unit in any way desired except as otherwise provided herein, subject to compliance with the By-Laws, the Rules and Regulations and Law, and will be solely responsible for the cost of maintenance and interior repairs to such Unit Owner's Unit after Closing.

After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for the payment of, nor will such Unit Owner's Unit be subjected to any lien arising from the non-payment of, real estate taxes on other Units. Please refer to the opinion of Pryor Cashman LLP, counsel to Sponsor, set forth in full in Part I of this 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 Unit.

With certain exceptions (for example, Sponsor and its designees are not required to give the Board a right of first refusal with respect to any Unsold Units), any sale or lease of a Unit will be subject to a right by the Board to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. Other than exercising its right of first refusal, the Board has no right to approve or disapprove purchasers and the By-Laws contain no requirement that such purchasers be owner-occupants of the Units. 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. 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 Units."

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known, and hereinafter referred to as the "Condominium Act." The Property will be submitted to the provisions of the Condominium Act by Sponsor's recording of the Declaration in the City Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is sold or conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

Generally, the cost of operating the Common Elements will be borne by the Unit Owners in proportion to their respective Common Interests, except as otherwise provided in Schedule B - "Projected Budget for First Year of Condominium Operation" in Part I of this Plan or in accordance with the terms of the By-Laws.

Matters affecting the Common Elements will be decided by the Board. Sponsor will control the Board during the Sponsor Control Period. Purchasers should note that Sponsor has the right, following the expiration of the Exclusive Purchase Period, to sell occupied Units to 1 or more Non-Tenant Purchasers for investment or resale or lease occupied Units to others or to retain vacated Units for future rental. The Fee Mortgage does not obligate Sponsor to market Units for sale as they become vacant. In addition, Sponsor has the right to limit the number of Units sold to any Purchaser and to make bulk sales of Units to a single Purchaser (such bulk Purchaser hereinafter referred to as "Sponsor's Transferee"). Sponsor and Sponsor's Transferee, if any, reserve the right to rent, rather than sell, any or all of the Units as they become vacant. Sponsor's and Sponsor's Transferee's, if any, right to rent, rather than sell Units once they become vacant is unconditional and exercisable in their sole discretion. Accordingly, it is

possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. Because there is no commitment on the part of Sponsor and Sponsor's Transferee, if any, to sell more than the 15% of the Units needed to declare this Plan effective, owner occupants may never gain effective control and management of the Condominium and may have difficulty in financing or reselling their Units. The By-Laws do not require that after the Sponsor Control Period a majority of the members of the Board be owner-occupants of a Unit or members of owner-occupant's household who are unrelated to Sponsor and its principals. Owner occupants and nonresident owners (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, such as a purchase of a home as opposed to purchase for investment. Please refer to the Sections of this Plan entitled "Control by Sponsor" and "Board of Managers" in Part I of this Plan.

As of the date hereof, the Fee Mortgagee will release or partially assign the lien of the Fee Mortgage with respect to each Unit as same is conveyed to Purchasers under this Plan upon payment to the Fee Mortgagee of a release price equal to 125% of the Unit's pro rata share of the Fee Mortgage. As a fee, the Fee Mortgagee will charge 1% of the principal reduction amount to release each Unit (other than a bulk sale of 3 or more Units, in which case the full prepayment penalty will apply).

As more particularly set forth in the By-Laws, the Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Board determines, the Board will assess Unit Owners for Common Charges to meet Common Expenses. Common Charges shall also be deemed to include any special assessments imposed by the Board. Such charges will be assessed against Unit Owners in proportion to their respective Common Interests except as otherwise provided in Schedule B "Projected Budget for First Year of Condominium Operation" in Part I of this Plan or as determined by the Board in accordance with the Condominium Act, Sections 339-(i) and (m). Please refer to Schedule B for further details. Purchasers should note, however, that in view of the current energy situation, and the fact that energy costs have fluctuated greatly, it is not possible to predict with any certainty whether the budgeted amount for energy costs will be sufficient to pay for the actual costs incurred in the first year of Condominium operation.

The cost of improvements, repairs, replacements, alterations and additions to the Common Elements, which are part of the Common Expenses, will be determined by the 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.

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 and constituting a part of such Unit Owner's Unit, as well as liability insurance with respect to occurrences in or about such Unit Owner's Unit. The By-Laws require that each Unit Owner maintain such insurance coverage. The Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements, in accordance with the provisions of the By-Laws. All Unit Owners must comply with the terms of the Declaration, By-Laws, Rules and Regulations, Alteration Agreements and any other requirement of the Board. See the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" for a more complete discussion of the foregoing.

There are no limitations on who may purchase Units. Under the New York Real Property Law, a condominium unit may be owned by an individual, corporation, partnership, limited liability company, association, trust or any other entity which is permitted to take title to real property pursuant to New York Law. Notwithstanding the foregoing, Sponsor is not obligated to offer or sell any Units and may, if it chooses, withhold 1 or more 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 Board, any Unit Owner or mortgagee, to refuse to approve and execute an Agreement for any Unit; provided, however, that, in either event, Sponsor shall not discriminate against any person because of race, creed, color, sex, disability, marital status, age, ancestry, national origin or other ground proscribed by Law. No binding obligation will arise for the sale of a Unit unless and until an Agreement, executed by both Purchaser and Sponsor, has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit thereunder (see the Section entitled "Procedure to Purchase" for more details). Sponsor will not accept an offer of purchase from an individual younger than 18 years of age or an incompetent under Law.

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

Offering of Units for Sale

Sponsor hereby offers all of the Units in the Building for sale under this Plan, except for the Unit to be occupied by the Residential Manager. The purchase prices, estimated Common Charges and estimated real estate taxes for each of the Units are listed below in the Section entitled "Schedule A - Purchase Prices and Related Information" (hereinafter referred to as "Schedule A"). **THE PRICES CONTAINED IN THIS 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.** While Sponsor is currently offering the Units for sale, Sponsor has reserved the right to rent, rather than sell, Units once they become vacant, which right is unconditional and exercisable in Sponsor's sole discretion.

There are 3 yards on the Property. The side yards are located at the east and west side of the Building while the rear yard (terrace) is located on the south side of the Building. There are no courts. The Property is located on a lot with the main entrance located on the south side of West 30th Street on the block between 8th Avenue and 9th Avenue and Frame Place. It is bounded on the East side by a 5 story multi-family walk-up building; on the West by a 7 story multi-family elevator building. Also in the cellar of the Building is a laundry room with 5 coin-operated Maytag front load washers and 3 coin-operated gas Maytag stack dryers containing 2 tumblers in each unit for a total of 6 individual dryer pockets.

(a) The Offer to Present Tenants

Tenant Purchasers (defined in the Section entitled "Rights of Existing Tenants") have the exclusive right to purchase their respective Units during the 90 day period following the Presentation Date of this Plan (the "Exclusive Purchase Period") to them at the discounted purchase prices set forth in Schedule A. If this Plan is substantially amended prior to the first closing of title to a Purchaser, the exclusive right to purchase time period shall be extended, as follows:

(A) If the presentation of the substantial amendment occurs during the initial exclusive right to purchase period, such period shall terminate at the later of 30 days after presentation of the substantial amendment or the expiration of the original exclusive right to purchase period, and

(B) If the presentation of the substantial amendment occurs after the expiration of the initial exclusive right to purchase period, the substantial amendment must grant to all tenants who had the

right to purchase during the initial period a new exclusive right to purchase on the terms offered in the amendment for a period of not less than 30 days from the date of presentation.

There will be no increase in prices to Tenant Purchasers during any Exclusive Purchase Period for Tenant Purchasers and Sponsor will not accept Agreements from Non-Tenant Purchasers for occupied Units during any Exclusive Purchase Period.

The purchase prices offered to Tenant Purchasers for the Units are approximately 30% below the purchase prices currently offered to Non-Tenant Purchasers.

In order to qualify for the foregoing benefits during the Exclusive Purchase Period, a Tenant Purchaser must submit to Sponsor or any Selling Agent during the Exclusive Purchase Period, a signed Agreement and the Deposit in an amount equal to $1,000. See the Section entitled "Procedure to Purchase" for more details.

If prior to the expiration of any Exclusive Purchase Period which begins prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Tenant Purchasers, a Tenant Purchaser who executed and submitted an Agreement and a Deposit before Sponsor amended the terms and conditions of this offering shall benefit from the more favorable terms and conditions.

(b) The Offer to Non-Tenant Purchasers

Sponsor hereby offers for sale those Units in the Building set forth in Schedule A to Non-Tenant Purchasers on the following terms:

(i) They shall have the opportunity to purchase a vacant Unit (if any) at the prevailing Purchase Price for Non-Tenant Purchasers as set forth on Schedule A; and

(ii) They shall have the opportunity to purchase an occupied Unit either following the Exclusive Purchase Period afforded Tenant Purchasers or upon receipt of a written waiver by the Tenant Purchaser of his or her right to purchase during the Exclusive Purchase Period at the prevailing Purchase Price for Non-Tenant Purchasers as set forth on Schedule A.

In order to qualify for the foregoing benefits, a Non-Tenant Purchaser must submit to the Sponsor or any Selling Agent a signed Agreement and the Deposit in an amount equal to 10% of the Purchase Price for the Unit to be purchased. See the Section entitled "Procedure to Purchase" for more details.

Offering of Storage Locker Licenses

Sponsor hereby offers Purchasers of Units the opportunity to purchase a license to use a Storage Locker pursuant to a Storage Locker License. The price for a Storage Locker License is $20,000.00, subject to negotiation with each Purchaser, unless it constitutes a discriminatory inducement. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

The term of the Storage Locker License will commence no earlier than the date upon which Purchaser closes title to a Unit and no later than the date upon which Purchaser closes the purchase of the Storage Locker License if not simultaneously with the purchase of a Unit. The Sponsor is offering 34

Storage Locker Licenses for purchase. Sponsor reserves the right to change the size and/or number of Storage Lockers for so long as Sponsor holds Storage Locker Licenses.

The term of the Storage Locker License will terminate upon the earlier of (i) the termination of the Storage Locker License by the Board pursuant to the terms of the Storage Locker License or By-laws; (ii) the date on which the Licensee no longer is a Unit Owner and has not transferred the Storage Locker License to another Unit Owner pursuant to its terms; or (iii) the date on which the Licensee voluntarily terminates the Storage Locker License. The Plan does not provide at this time for any fees associated with the licensing of a Storage Locker other than the Purchase Price of the Storage Locker License.

The Storage Space in which the Storage Lockers are located is a Common Element. At such time as any Unit Owner purchases a Storage Locker License, such Storage Locker will be deemed to be, and treated as, for all intents and purposes, a Limited Common Element as it will, upon the purchase of a Storage License, exist for the use and enjoyment of the purchasing Unit Owner to the exclusion of all other Unit Owners. As a Common Element, or, upon being licensed, a Limited Common Element, any special fees arising in connection with the maintenance of the Storage Space or a particular Storage Locker will be imposed in accordance with the By-laws as it relates to these types of Common Elements.

Storage Locker Licenses are transferable in accordance with the terms thereof; provided, however, that the transferee is, or will be at the time of transfer, a Unit Owner.

Sponsor reserves the right to offer as many Storage Locker Licenses as it determines and to withhold one or more for future sale. Sponsor reserves the right to change the size and/or number of Storage Lockers for so long as Sponsor holds Storage Locker Licenses. Additionally, Sponsor reserves the right to add additional Storage Lockers within the Storage Space and/or the cellar and offer additional Storage Locker Licenses for sale prior to the third anniversary of the Closing of the first Unit Closing. The Board shall not charge Sponsor any fees in connection with Sponsor's exercise of its rights to add additional Storage Lockers.

Sponsor reserves the right to designate at Closing the Storage Locker which will be subject to such Storage Locker License. In addition, Sponsor has the right to limit the number of Storage Locker Licenses sold to any single Purchaser of a Unit or to make bulk sales, as it deems fit. Storage Lockers may only be used for the uses set forth in the Plan and the Storage Locker License, except for the Sponsor, cannot be licensed independently of the ownership of a Unit.

(c) General

The prices for each of the Units offered under this Plan are listed in "Schedule A - Prices of Units and Related Information." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY ANY GOVERNMENTAL AGENCY.

For further details concerning the closing of title to the Units, the costs and adjustments with respect thereto and the time periods which must elapse before closings may occur, see the Sections entitled "Effective Date," "Closing Costs and Adjustments" and "Terms of Sale."

This offering is restricted to individuals the age of 18 years or older, corporations, partnerships, limited liability companies, trusts, estates and other business entities that may hold title to real estate pursuant to New York Law. If the Purchaser is a trust, the Purchaser must, prior to executing an Agreement, provide Sponsor's attorney with documentation satisfactory to Sponsor's attorney which shall include, without limitation, a copy of the trust agreement, an affidavit from the trustee regarding the validity of the trust and all other information as may be required by Sponsor's attorney.

Each Unit and its appurtenant Common Elements is being sold "as is" in the condition in which it exists on the date a Purchaser executes an Agreement for such Unit, subject to ordinary wear and tear and further subject to Sponsor's obligation to maintain the Building until the First Closing and to make repairs, improvements or decorations as may be otherwise set forth in this Plan. All equipment and furnishings described in this Plan as included in the Unit are included in the purchase prices set forth on Schedule A. Purchasers are advised that former or current occupants of the Units may have made alterations to certain Units, including without limitation, installation and/or relocation of interior walls without Sponsor's consent or knowledge. Consequently, Sponsor makes no representation, warranty or guarantee as to whether any of said alterations were completed in compliance with all applicable governmental laws and regulations.

Any walls or partitions contained in a Unit which do not conform to the Floor Plans contained in Part II of the Offering Plan must be removed at the Unit Owner's sole cost and expense in accordance with the provisions of the Declaration and By-Laws of the Condominium and as required by law. Any walls or partitions to be erected in a Unit other than those shown on the Floor Plans contained in Part II of the Offering Plan must conform with the requirements of the Declaration and By-Laws of the Condominium and as required by law, and the Unit Owner must obtain a valid work permit and a certificate of completion from the New York City Department of Buildings for such partition or wall.

The estimated Common Charges for each Unit for the first year of operation of the Property as a condominium are also set forth in Schedule A.

Additionally, each Purchaser of a Unit will be required to make a contribution to the Working Capital Fund of the Condominium at the time of Closing of the Unit, in an amount equal to 2 months of the Common Charges in effect at the time of the closing of each Unit. See the Section entitled "Working Capital Fund and Apportionments."

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Unit Owner's Unit, interest and amortization payments on the mortgage, if any, obtained by Purchaser and charges for electricity consumed in such Unit Owner's Unit and the cost for telephone, cable and similar services.

The charges for electricity consumed by some of the Unit Owners will be separately metered and billed directly to such Unit Owners by Con Edison and to the Condominium for some of the other Units. Water charges and sewer rents, assessed by the City of New York, will be billed to the Condominium as a Common Expense, as described with greater detail in Schedule B – Projected Budget for First Year of Condominium Operation. The costs and expenses of gas for domestic cooking consumed by each Unit Owner will be billed to the Condominium as a Common Expense. 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 with respect to the bases of such estimates.

Applicable Rent Laws

After the Declaration is recorded creating the Condominium, spaces presently occupied as apartments will become the Units of the Condominium. All such apartments are referred to as Units throughout this Plan.

This Plan is a non-eviction plan and is being presented in compliance with the requirements of Section 352-eeee of the General Business Law (the "GBL") which sets forth the procedure for converting dwelling units to condominium ownership. Under the GBL, Sponsor may declare this Plan to be effective

when Agreements have been executed for at least 15% of the Units in the Building (i.e., 9 Units) by bona fide tenants in occupancy on the Filing Date or bona fide purchasers who represent that they intend that they or 1 or more specified members of their immediate family will occupy the Unit when it becomes vacant. A Non-Purchasing Tenant of a Unit will not be evicted solely by reason of conversion of the Property to condominium ownership. However, the lease of a Non-Purchasing Tenant that is not subject to the Rent Laws and that expires prior to the effective date of this Plan may not be renewed by Sponsor and such Non-Purchasing Tenant may be evicted as the result of such non-renewal. No eviction proceedings will be commenced at any time after the effective date of this Plan against Non-Purchasing Tenants for failure to purchase or any other reason solely applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the Condominium or its Managing Agent, a breach by the Non-Purchasing Tenant of his or her obligations to the owner of the Unit, the failure of the Non-Purchasing Tenant to enter into a renewal lease or such other grounds for eviction as may then be permitted by Law; and provided further that an owner of a Unit may not commence an action to recover possession from a Non-Purchasing Tenant on the grounds that the Unit is needed for the use and occupancy of the Non-Tenant Purchaser or the Non-Tenant Purchaser's family. Please refer to the Sections of this Plan entitled "Rights of Existing Tenants" and "Obligations of Purchasers of Units Occupied By Non-Purchasing Tenants" for further details.

Certain of the Units in the Building being offered for sale under this Plan are subject to the New York City Rent and Rehabilitation Law and the Rent and Eviction Regulations of the New York City Housing and Development Administration (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law and Code, the Rent Regulation Reform Act of 1993 and 1997 ("RRRA") and the rent regulatory scheme or any codes, rules and regulations promulgated thereunder, as same may be amended (collectively, the "Rent Laws"). As of August 1, 2013, 29 Units are subject to rent stabilization; 2 Units are not subject to the Rent Laws pursuant to the provisions of the RRRA which deregulated certain high rent housing accommodations; and 29 Units are vacant. As of August 1, 2013, there are no legal proceedings pending against tenants at the Building. Notwithstanding the foregoing, Sponsor reserves the right to bring any proceedings under the Rent Laws in the future. There is no major capital improvement ("MCI") application currently pending pursuant to which Sponsor is seeking a rent increase for work performed in the Building from those tenants whose rents are regulated under the Rent Laws. Sponsor reserves the right to seek MCI and other increases in the future to the extent available. The status of each Unit under the Rent Laws is set forth in Schedule A. Please refer to the Sections of this Plan entitled "Rights of Existing Tenants" and "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants" for further details. Please refer to the Section of this Plan entitled "Rights of Existing Tenants" for further information regarding the rights of tenants holding "free market" leases.

CERTAIN DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in this 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:

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

"Appurtenant Interest" refers to: (i) the undivided interest in the Common Elements of a Unit, (ii) the interest of such Unit Owner in any other Unit acquired by the Board or its designee, 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 Condominium, pursuant to the provisions of Section 339-x of the Condominium Act.

"Board" refers to the board of managers comprised of representatives of the Unit Owners.

"Building" refers to the structure and improvements including above and below grade segments, known as 308-312 West 30th Street, New York, New York 10001 in which the Units of the Condominium are located.

"By-Laws" refers to the by-laws governing the operations of the Condominium, the form of which is set forth in Part II of this Plan.

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

"Closing" refers to the time, place and procedure by which fee title to a Unit is conveyed to a Purchaser pursuant to a fully executed Agreement.

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

"Common Charges" refers to assessments payable to the Condominium by the Unit Owners for the purpose of meeting the cost of Common Expenses, as more particularly defined in the Declaration.

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

"Common Expenses" refers to the costs and expenses incurred or projected and attributable to the operation and Maintenance of the Common Elements and Limited Common Elements as more particularly defined in the Declaration.

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

"Condominium" refers to The Irvin Condominium.

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

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

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

"Emergency" refers to any situation where the applicable person, in his or her 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 the 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 that would have a material and adverse effect on the Building or the Property.

"Facade" refers to the exterior facade of the Building including, without limitation, the exterior walls, window sills, cornices, parapets, doors and entrance ways and all other components (excepting the roof) of the exterior surface of the Building.

"First Closing," or words of similar import, refers to the date of the first closing of fee title to a Unit to a Purchaser pursuant to this 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.

"GBL" refers to the New York State General Business Law.

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

"Law" or "Laws" refers to laws and ordinances of any or all of the federal, state, city and county 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, 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.

"Licensee" refers to a Person that has entered into a Storage Locker License.

"Limited Common Elements" refers to those Common Elements which serve or benefit 1 or more but not all of the Units and/or the Unit Owners, as more particularly defined in the 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, replacement or other similar action as and when necessary or desirable of any portion of the Building.

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

"Non-Purchasing Tenant" has the meaning set forth in the GBL.

"Non-Tenant Purchaser" refers to a Purchaser who is not a Tenant Purchaser.

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

"Permitted Encumbrances" refers to those Unit title encumbrances subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Agreement and the Specimen Title Policy set forth in Part II of this 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 and shall include, without limitation, such banks and financial institutions as constitute the holders of the mortgages given by Sponsor to acquire or improve the Property.

"Plan" refers to this 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.

"Presentation Date" refers to the date on which this Plan or an amendment thereto, as the case may be, is personally delivered or the 5th day after mailing to the tenants in occupancy of Units following acceptance of this Plan or an amendment thereto for filing by the Department of Law.

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

"Proposed Alterations" refers to capital repairs and alterations that Sponsor has the right to perform under this Plan.

"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.

"Rent Laws" refers to (i) the New York City Rent Stabilization Law and the Code adopted pursuant thereto, (ii) the New York City Rent and Rehabilitation Law, (iii) the Rent and Eviction Regulations of the New York City Housing and Development Administration (rent control), (iv) New York State General Business Law, Section 352-eeee, (v) the Rent Regulation Reform Act of 1993 and 1997, (vi) the Emergency Tenant Protection Act of 1974 and (vii) any codes, rules and regulations promulgated thereunder and any administrative and/or judicial determinations and/or interpretations thereof to the extent that any or all of the same shall apply to the Property, as the same may be amended from time to time.

"Rules and Regulations" refers to the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

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

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

"Selling Agent" refers to any selling agent designated by Sponsor at the time in question.

"Sign" refers to one or more signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like within the Property and/or on the Property for the purposes of advertising (i) the sale or lease of any Unsold Unit and (ii) the operation of any business of Declarant, a tenant, occupant, managing agent or operator of all or any portion of any Unsold Unit.

"Sponsor" refers to West 30th Realty LLC, a New York limited liability company, and its successors and assigns.

"Sponsor Control Period" or "Initial Control Period" refers to the period ending the earlier of (i) the closing of title with Purchasers under this Plan to Units having at least 50% of the Common Interests of all Units or (ii) 5 years after the First Closing.

"Sponsor's Transferee" refers to a Purchaser to whom Sponsor makes a bulk sale of Units.

"Storage Locker" refers to any storage locker located in the Storage Space.

"Storage Locker License" or "Storage Locker License Agreement" refers to an agreement entitling the Licensee to use a Storage Locker.

"Storage Space" refers to an area located in the cellar of the Building containing Storage Lockers. The Storage Space is a Common Element.

"Tenant Purchaser" shall have the meaning set forth in the Section of this Plan entitled "Rights of Existing Tenants."

"Unit" refers to any Unit designated as a Unit in the Declaration and Floor Plans, as same may be amended from time to time, and all such Units, are, collectively, referred to as the "Units."

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

"Unsold Unit" refers to any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee or a Sponsor's Transferee; a Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or 1 or more of the principals of Sponsor, is a member; a Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage; or any Unit for which there is a signed Agreement but for which Closing has not yet occurred.

All other capitalized terms used in Part I of this Plan 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

The Building

The Building was constructed in 1956 as an apartment building. The Building contains an on-grade cellar and 11 stories (including penthouse) above grade.

Units

Subject to the rights of Sponsor and its designee to change the number of Units, there are a total of 61 Units situated on floors 1 through 11 of the Building. Detailed descriptions of the Units are set forth in the Declaration and in the "Description of Property" in Part II of this Plan. See also the Section entitled "Changes in Prices and Units." Please refer to "Schedule A - Prices of Units and Related Information" for further details.

Each Unit and its appurtenant Common Elements are being sold "as is" in the condition in which they exist on the date an Agreement is executed for such Unit, subject to ordinary wear and tear and further subject to Sponsor's obligation to Maintain the Building until the First Closing and further subject to Sponsor's obligation to make repairs, improvements or decorations as may be otherwise set forth in this Plan.

Sponsor and its designee reserve the right, without prior notice or amendment to this Plan, to use Unsold Units on any floor of the Building as sales and leasing offices and model apartments. In the event Sponsor or its designee, thereafter, elects to sell any such Unsold Units, Sponsor or its designee may require the Purchaser thereof to purchase all or any of the furniture, furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unsold Unit, such amounts as Sponsor determines.

A Unit Owner may only use such Unit Owner's Unit for a purpose consistent with the local zoning ordinance, as amended from time to time, any other applicable ordinance or statute, and any regulation of a governmental authority with jurisdiction over the Condominium, including, but not limited to, local building codes and the Multiple Dwelling Law, as such statutes, ordinances and regulations may be amended from time to time, but in no event may a Unit Owner use such Unit Owner's Unit for a use violative of the By-Laws.

Resident Manager's Apartment

The Resident Manager will continue to occupy the apartment located on the lobby level of the Building (the "Resident Manager's Unit"). The Resident Manager's Unit will be part of the Common Elements and all charges attributable to the Resident Manager's Unit, including the costs of utilities and the costs of repairs, alterations and improvements to the Resident Manager's Unit, shall be borne by all Unit Owners as a Common Expense.

Storage Locker Licenses

There will be 34 Storage Lockers approximately 3' x 5' x 6', 7'6" high, each of which will be located in the Storage Space at the cellar level of the Building. Sponsor reserves the right to change the size and/or number of Storage Lockers for so long as Sponsor holds Storage Locker Licenses. Additionally, Sponsor reserves the right to add additional Storage Lockers within the Storage Space and/or the cellar and offer additional Storage Locker Licenses for sale prior to the third anniversary of the Closing of the first Unit Closing. The Board shall not charge Sponsor any fees in connection with Sponsor's exercise of

its rights to add additional Storage Lockers. Each Storage Locker shall be used only for the storage of personal effects of the Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any material which will pose a health or safety threat or which will result in the cancellation of insurance on the Building, or the contents thereof, or which would otherwise create a nuisance, be stored therein. Except for Sponsor, no Storage Locker may be licensed independently of the ownership of a Unit. Sponsor shall have the right to use any unassigned Storage Lockers for any lawful purpose or to change the permitted use of any unassigned Storage Locker, subject however, to the provisions of the By-laws.

The term of the Storage Locker License will commence no earlier than the date upon which Purchaser closes title to a Unit and no later than the date upon which Purchaser closes the purchase of the Storage Locker License if not simultaneously with the purchase of a Unit. The term of the Storage Locker License will terminate upon the earlier of (i) the termination of the Storage Locker License by the Board pursuant to the terms of the Storage Locker License or By-laws; (ii) the date on which the Licensee no longer is a Unit Owner and has not transferred the Storage Locker License to another Unit Owner pursuant to its terms; or (iii) the date on which the Licensee voluntarily terminates the Storage Locker License. The Plan does not provide at this time for any fees associated with the licensing of a Storage Locker other than the Purchase Price of the Storage Locker License. As a Common Element, or, upon being licensed, a Limited Common Element, any special fees arising in connection with the maintenance of the Storage Space or a particular Storage Locker will be imposed in accordance with the By-laws as it relates to these types of Common Elements.

Facade

The exterior facade of the Building (including, without limitation, the exterior walls, window sills, cornices, parapets, doors and entrance ways and all other components (excepting the roof) of the exterior surface of the Building (the "Facade")), generally will be treated as a Common Element, including, without limitation, as to costs and expenses of repair, maintenance and replacement and matters of liability.

Common Elements

Generally, the Common Elements include, among other things, the following: (a) the Property, other than the Units and the Limited Common Elements, if any; (b) all foundations, footings, columns, girders, concrete floor slabs and ceilings (except to the extent included as 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 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, if any; (f) all passages, hallways, stairs, corridors, mechanical and other rooms, areas and spaces located in the Building which are not part of any Unit; (g) the roof of the Building; (h) the water tower, if any; (i) the Resident Manager's Unit; (j) the Storage Space; and (k) 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 Building. A detailed description of the Common Elements is set forth in the Declaration.

Limited Common Elements

The Limited Common Elements include any of those portions of the Building available for the exclusive use of some but not all Unit Owners.

Services and Facilities

The Building will be Maintained, operated and staffed in a manner to be determined by the Board. Prospective purchasers are urged to carefully review Schedule B in Part I of this Plan and the Description of Property set forth in Part II of this Plan, for a description of the services presently being provided. Sponsor makes no representation that the aforesaid services will continue to be provided. Notwithstanding the foregoing, however, the Board shall at all times Maintain, operate and staff the Building in compliance with, and subject to, all applicable Laws and any rights of Non-Purchasing Tenants under the GBL. Except as otherwise consented to in writing by Sponsor, the Board shall operate the Property at the same level of services as those supplied on the date of recording the Declaration in accordance with the Rent Laws, except for those services, if any, that are the obligation of Sponsor to provide under the terms of the Declaration or this Plan. The Board shall not impose any charge or fee against the tenants or occupants of the Units owned by Sponsor or its designee or against Sponsor on account of any services provided to such tenants and occupants unless Sponsor or its designee is permitted by the Rent Laws to impose such charge or fee against such tenants or occupants. Such permitted charge or fee may be increased by the Board, but only to the extent Sponsor or the owner of the Unsold Units would be allowed to charge its tenants such increased charges or fees under the Rent Laws. If, as the result of the aforesaid limitations on the Board, the amount of such charges or fees collected by the Board is insufficient to cover the cost of providing such service(s), then such additional cost will be included in Common Charges and borne by all Unit Owners in proportion to their respective Common Interests.

Except as otherwise noted above, and except as otherwise required under the Rent Laws, all determinations with respect to the continuance of services and facilities for the Building will be made by the Board which, until the expiration of the Sponsor Control Period, will be controlled by Sponsor. See the Section of this Plan entitled "Control by Sponsor."

None of Sponsor, any Selling Agent or the Managing Agent will in any event be liable for the interruption, discontinuance or quality of any of the foregoing services, including, but not limited to, any services provided by any outside company or person, 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, including Building personnel or otherwise, provided that any such act or omission is not caused by the gross negligence of Sponsor, any Selling Agent or the Managing Agent.

Laundry Room

There is 1 laundry room located at the cellar level of the Building. There are currently 5 coin-operated Maytag front load washers and 3 coin-operated gas Maytag stack dryers containing 2 tumblers in each unit for a total of 6 individual dryer pockets. On or about the date of the First Closing, the Condominium will enter into a 25 year lease for the laundry rooms (which are part of the Common Elements) with Sponsor or an affiliate of Sponsor. The annual rent shall be $3,000.00, which includes all utilities including but not limited to heat, gas, electric, water and sewer. The annual rent shall increase by $300 on the 5th, 10th, 15th and 20th anniversary of the lease commencement date.

Known Reports

As set forth in the Local Law 11 Report, the examination was conducted by visual observation of all exterior surfaces. Sightings from the street, roof and adjacent roofs at strategical locations were made using high magnification binoculars. A scaffold drop at the front façade and the rear fire escape were used for the up-close inspection. The Local Law 11 Report reported conditions found are Safe with a

Repair and Maintenance Program, as set forth on page 2 of the Report. The general recommendations presented in the Local Law 11 Report, are set forth on page 3 of the Report. Sponsor makes no representations regarding future expenditures which may be required to comply with Local Law 11 of 1998 or the costs of the inspections therefore. Sponsor makes no representations or warranties regarding the Facade of the Building except as otherwise set forth in this Plan.

As set forth in the Architect's Report and included as part of the "Description of Property and Local Law 11 Report" contained in Part II of this Plan, the following conditions exist at the Property that warrant repair and remediation: Wiring and Circuitry – Apartment electrical outlets, GFCI outlets in wet locations and ARC fault circuit breakers are to be provided as apartments are renovated. It is estimated that the apartment electrical upgrades will cost $500 per apartment. Certain items were also listed in the Special Risks section as needing further investigation to more fully understand. Sponsor may be permitted under the Reserve Fund Law to take a credit against the Reserve Fund for certain work performed in connection with rectifying such conditions; notwithstanding the foregoing, however, Sponsor is under no obligation to perform any of the foregoing work and makes no representation that it will perform any such work. See Special Risks section of Architect's Report for further details.

LOCATION AND AREA INFORMATION

Location and Services

The Condominium is located on the West Side of Manhattan in the City of New York on the south side of 30th Street on the block between 8th Avenue and 9th Avenue and Frame Place.

New York City is the largest city in the United States, as well as one of the principal urban centers of the world. Manhattan is 1 of the 5 boroughs of New York City, containing numerous business and financial centers, excellent regional transportation, cultural activities, recreational and open-space park areas, educational facilities, superb medical centers and a vast array of restaurants.

The Condominium is served by a variety of transportation facilities. Taxi and car service is readily available throughout the city. The entrance to the A, C and E subway lines are located at the intersections of Eighth Avenue and West 33rd Street, as well as the intersections of Eighth Avenue and West 34th Street. The entrance to the 1, 2 and 3 subway lines are located at the intersection of West 32nd Street and Seventh Avenue. The entrance to the 1 subway line is also located at the intersection of West 28th Street and Seventh Avenue. Penn Station provides access to the Long Island Railroad (LIRR), New Jersey Transit and Amtrak and is located at West 32nd Street between Seventh and Eighth Avenues. Access to the PATH train is available at West 32nd Street and Sixth Avenue, as well as West 33rd Street and Sixth Avenue. The M20 bus runs uptown along Eighth Avenue and downtown along Seventh Avenue. The M11 bus runs downtown along Ninth Avenue and uptown along Tenth Avenue. The downtown M7 bus runs along Seventh Avenue. The M34 bus runs cross town on 34th Street.

The Condominium is located near Chelsea Park. Chelsea Park is one of the most popular and widely used parks in lower Manhattan. Chelsea Park combines landscaped areas with a variety of recreational facilities, such as sporting fields, running paths and bicycle routes. The New York Downtown Hospital, Beth Israel Medical Center, which is part of Continuum Health Partners and Bellevue Hospital, is within a short drive.

Police, fire, water, sanitation and snow removal are provided by the City of New York. The Property is in the 14th Police Precinct with headquarters located at 357 West 35th Street, New York, NY and primary fire protection is provided by the N.Y.F.D. Engine Co. 1, Ladder 24 located at 142 West 31st Street, New York, NY.

The City of New York is responsible for the maintenance of the streets adjacent to the Condominium.

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

Zoning and Use

The Property is located in an R8 Residential zone (General Residential District) which is designed to provide for all types of residential buildings, in order to permit a broad range of housing types, with appropriate standards for each district on density, open space and spacing of buildings.

Neither Sponsor nor its principals own in whole or in part, nor do they have an option or right to acquire, any adjacent areas which are not fully developed, other than possible unused floor area development rights.

SCHEDULE A

PRICES OF UNITS AND RELATED INFORMATION

The Irvin Condominium

Projected Common Charges and Real Estate Taxes
For First Year of Condominium Operation
(assuming January 1, 2014 - December 31, 2014)

Unit No	Status (1)	No. of Bedrooms	Baths	Balcony Approx. Sq. Ft.	Approx. Sq. Ft. (2),(8)	Total Cash Payment to Tenant Purchasers (3)	Total Cash Payment to Non-Tenant Purchasers (3)	% of Common Interest (4)	Estimated First Year's Common Charges (5)		Estimated First Year's Real Estate Tax (6)		Estimated First Year's Carrying Charges Tax	
									Annual	Monthly	Annual	Monthly	Annual	Monthly
1A	v	1.0	1.0	-	428	$396,100	$483,000	1.031%	$4,330.13	$360.84	$3,752.78	$312.73	$8,082.91	$673.58
1B	resident manager (7)	2.0	1.0	-	-	$0	$0	0.000%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1C	s	3.0	1.0	302	723	$756,000	$922,000	1.837%	$7,713.46	$642.79	$6,685.00	$557.08	$14,398.47	$1,199.87
1D	s	1.0	1.0	704	586	$792,100	$966,000	1.684%	$7,073.94	$589.49	$6,130.75	$510.90	$13,204.68	$1,100.39
1E	s	1.0	1.0	193	563	$576,500	$703,000	1.417%	$5,950.24	$495.85	$5,156.87	$429.74	$11,107.11	$925.59
2A	s	2.0	1.0	-	571	$537,100	$655,000	1.385%	$5,816.82	$484.73	$5,041.24	$420.10	$10,858.06	$904.84
2B	s	2.0	1.0	-	731	$747,000	$911,000	1.838%	$7,719.12	$643.26	$6,689.90	$557.49	$14,409.02	$1,200.75
2C	v	2.0	1.0	-	589	$553,500	$675,000	1.428%	$5,997.75	$499.81	$5,198.05	$433.17	$11,195.79	$932.98
2D	v	2.0	1.0	-	636	$597,800	$729,000	1.542%	$6,476.86	$539.74	$5,613.28	$467.77	$12,090.14	$1,007.51
2E	s	2.0	1.0	-	720	$736,400	$898,000	1.811%	$7,605.63	$633.80	$6,591.54	$549.30	$14,197.17	$1,183.10
2F	v	2.0	1.0	-	562	$528,900	$645,000	1.363%	$5,726.35	$477.20	$4,962.84	$413.57	$10,689.19	$890.77
3A	s	2.0	1.0	-	562	$537,100	$655,000	1.372%	$5,763.94	$480.33	$4,995.41	$416.28	$10,759.35	$896.61
3B	s	2.0	1.0	-	740	$767,500	$936,000	1.873%	$7,865.97	$655.50	$6,817.17	$568.10	$14,683.14	$1,223.59
3C	s	2.0	1.0	-	589	$562,500	$686,000	1.438%	$6,039.09	$503.26	$5,233.88	$436.16	$11,272.98	$939.41
3D	v	2.0	1.0	-	636	$607,600	$741,000	1.553%	$6,521.97	$543.50	$5,652.37	$471.03	$12,174.34	$1,014.53
3E	v	2.0	1.0	-	720	$747,000	$911,000	1.822%	$7,654.49	$637.87	$6,633.89	$552.82	$14,288.38	$1,190.70
3F	s	2.0	1.0	-	562	$537,100	$655,000	1.372%	$5,763.94	$480.33	$4,995.41	$416.28	$10,759.35	$896.61
4A	s	2.0	1.0	-	562	$545,300	$665,000	1.381%	$5,801.53	$483.46	$5,027.99	$419.00	$10,829.52	$902.46
4B	s	2.0	1.0	-	740	$778,200	$949,000	1.884%	$7,914.83	$659.57	$6,859.52	$571.63	$14,774.35	$1,231.20
4C	s	2.0	1.0	-	589	$571,500	$697,000	1.448%	$6,080.44	$506.70	$5,269.72	$439.14	$11,350.16	$945.85
4D	s	2.0	1.0	-	636	$616,600	$752,000	1.563%	$6,563.31	$546.94	$5,688.21	$474.02	$12,251.52	$1,020.96
4E	s	2.0	1.0	-	720	$757,700	$924,000	1.834%	$7,703.36	$641.95	$6,676.24	$556.35	$14,379.60	$1,198.30
4F	v	2.0	1.0	-	562	$545,300	$665,000	1.381%	$5,801.53	$483.46	$5,027.99	$419.00	$10,829.52	$902.46
5A	v	2.0	1.0	-	562	$553,500	$675,000	1.390%	$5,839.11	$486.59	$5,060.57	$421.71	$10,899.68	$908.31
5B	v	2.0	1.0	-	740	$820,000	$1,000,000	1.930%	$8,106.53	$675.54	$7,025.66	$585.47	$15,132.19	$1,261.02
5C	s	2.0	1.0	-	589	$579,700	$707,000	1.457%	$6,118.03	$509.84	$5,302.29	$441.86	$11,420.32	$951.69
5D	s	2.0	1.0	-	636	$626,500	$764,000	1.573%	$6,608.42	$550.70	$5,727.30	$477.27	$12,335.72	$1,027.98
5E	v	2.0	1.0	-	720	$797,900	$973,000	1.878%	$7,887.54	$657.29	$6,835.87	$569.66	$14,723.40	$1,226.95

SCHEDULE A

PRICES OF UNITS AND RELATED INFORMATION

The Irvin Condominium

Projected Common Charges and Real Estate Taxes
For First Year of Condominium Operation
(assuming January 1, 2014 - December 31, 2014)

Unit No	Status (1)	No. of Bedrooms	Baths	Balcony Approx. Sq. Ft.	Approx. Sq. Ft. (2),(8)	Total Cash Payment to Tenant Purchasers (3)	Total Cash Payment to Non-Tenant Purchasers (3)	% of Common Interest (4)	Estimated First Year's Common Charges (5)		Estimated First Year's Real Estate Tax (6)		Estimated First Year's Carrying Charges Tax	
									Annual	Monthly	Annual	Monthly	Annual	Monthly
5F	v	2.0	1.0	-	562	$553,500	$675,000	1.390%	$5,839.11	$486.59	$5,060.57	$421.71	$10,899.68	$908.31
6A	v	2.0	1.0	-	571	$570,700	$696,000	1.422%	$5,970.93	$497.58	$5,174.80	$431.23	$11,145.73	$928.81
6B	s	2.0	1.0	-	731	$820,800	$1,001,000	1.918%	$8,057.41	$671.45	$6,983.09	$581.92	$15,040.50	$1,253.38
6C	s	2.0	1.0	-	589	$588,800	$718,000	1.467%	$6,159.38	$513.28	$5,338.13	$444.84	$11,497.50	$958.13
6D	s	2.0	1.0	-	636	$635,500	$775,000	1.583%	$6,649.77	$554.15	$5,763.13	$480.26	$12,412.90	$1,034.41
6E	v	2.0	1.0	-	720	$807,700	$985,000	1.889%	$7,932.64	$661.05	$6,874.96	$572.91	$14,807.60	$1,233.97
6F	v	2.0	1.0	-	562	$561,700	$685,000	1.399%	$5,876.70	$489.73	$5,093.14	$424.43	$10,969.84	$914.15
7A	v	2.0	1.0	-	571	$578,900	$706,000	1.431%	$6,008.52	$500.71	$5,207.38	$433.95	$11,215.89	$934.66
7B	v	2.0	1.0	-	731	$861,000	$1,050,000	1.962%	$8,241.59	$686.80	$7,142.72	$595.23	$15,384.31	$1,282.03
7C	n	2.0	1.0	-	589	$597,800	$729,000	1.476%	$6,200.72	$516.73	$5,373.96	$447.83	$11,574.68	$964.56
7D	v	2.0	1.0	-	636	$645,300	$787,000	1.594%	$6,694.87	$557.91	$5,802.22	$483.52	$12,497.10	$1,041.42
7E	v	2.0	1.0	-	720	$847,900	$1,034,000	1.933%	$8,116.83	$676.40	$7,034.58	$586.22	$15,151.41	$1,262.62
7F	v	2.0	1.0	-	562	$569,900	$695,000	1.408%	$5,914.29	$492.86	$5,125.72	$427.14	$11,040.01	$920.00
8A	v	2.0	1.0	-	571	$587,900	$717,000	1.440%	$6,049.86	$504.16	$5,243.21	$436.93	$11,293.08	$941.09
8B	s	2.0	1.0	-	731	$871,700	$1,063,000	1.974%	$8,290.46	$690.87	$7,185.06	$598.76	$15,475.52	$1,289.63
8C	s	2.0	1.0	-	589	$606,000	$739,000	1.485%	$6,238.31	$519.86	$5,406.54	$450.54	$11,644.85	$970.40
8D	s	2.0	1.0	-	636	$654,400	$798,000	1.604%	$6,736.22	$561.35	$5,838.06	$486.50	$12,574.28	$1,047.86
8E	v	2.0	1.0	-	720	$858,500	$1,047,000	1.944%	$8,165.69	$680.47	$7,076.93	$589.74	$15,242.62	$1,270.22
8F	s	2.0	1.0	-	562	$578,100	$705,000	1.417%	$5,951.88	$495.99	$5,158.29	$429.86	$11,110.17	$925.85
9A	s	2.0	1.0	-	571	$596,100	$727,000	1.449%	$6,087.45	$507.29	$5,275.79	$439.65	$11,363.24	$946.94
9B	s	2.0	1.0	-	731	$883,100	$1,077,000	1.986%	$8,343.08	$695.26	$7,230.67	$602.56	$15,573.75	$1,297.81
9C	v	2.0	1.0	-	589	$615,000	$750,000	1.495%	$6,279.66	$523.30	$5,442.37	$453.53	$11,722.03	$976.84
9D	v	2.0	1.0	-	636	$663,400	$809,000	1.614%	$6,777.57	$564.80	$5,873.89	$489.49	$12,651.46	$1,054.29
9E	s	2.0	1.0	-	720	$869,200	$1,060,000	1.956%	$8,214.55	$684.55	$7,119.28	$593.27	$15,333.84	$1,277.82
9F	v	2.0	1.0	-	562	$586,300	$715,000	1.426%	$5,989.47	$499.12	$5,190.87	$432.57	$11,180.34	$931.69
10A	v	2.0	1.0	-	571	$604,300	$737,000	1.458%	$6,125.04	$510.42	$5,308.37	$442.36	$11,433.41	$952.78
10B	v	2.0	1.0	-	731	$893,800	$1,090,000	1.998%	$8,391.95	$699.33	$7,273.02	$606.09	$15,664.97	$1,305.41
10C	v	2.0	1.0	-	589	$623,200	$760,000	1.504%	$6,317.25	$526.44	$5,474.95	$456.25	$11,792.19	$982.68
10D	s	2.0	1.0	-	636	$673,200	$821,000	1.624%	$6,822.67	$568.56	$5,912.98	$492.75	$12,735.66	$1,061.30

SCHEDULE A

PRICES OF UNITS AND RELATED INFORMATION

The Irvin Condominium

Projected Common Charges and Real Estate Taxes
For First Year of Condominium Operation
(assuming January 1, 2014 - December 31, 2014)

Unit No	Status (1)	No. of Bedrooms	No. of Baths	Balcony Approx. Sq. Ft.	Approx. Sq. Ft. (2),(8)	Total Cash Payment to Tenant Purchasers (3)	Total Cash Payment to Non-Tenant Purchasers (3)	% of Common Interest (4)	Estimated First Year's Common Charges (5)		Estimated First Year's Real Estate Tax (6)		Estimated First Year's Carrying Charges Tax	
									Annual	Monthly	Annual	Monthly	Annual	Monthly
10E	s	2.0	1.0	-	720	$879,900	$1,073,000	1.967%	$8,263.42	$688.62	$7,161.63	$596.80	$15,425.05	$1,285.42
10F	v	2.0	1.0	-	562	$594,500	$725,000	1.435%	$6,027.06	$502.25	$5,223.45	$435.29	$11,250.50	$937.54
11A	v	1.0	1.0	1,163	776	$1,865,500	$2,275,000	3.122%	$13,110.54	$1,092.54	$11,362.46	$946.87	$24,473.00	$2,039.42
11B	v	2.0	1.0	979	939	$2,223,800	$2,712,000	3.741%	$15,710.81	$1,309.23	$13,616.04	$1,134.67	$29,326.85	$2,443.90
Total:														
61		119	61		38,296	$42,539,800	$51,878,000	100.0000%	$420,000.00	$35,000.00	$364,000.00	$30,333.33	$784,000.00	$65,333.33

NOTES TO SCHEDULE A

1. s = rent stabilized; n = luxury decontrolled; v = vacant.

2. Any floor plan or sketch shown to a prospective Purchaser, including those set forth in this Plan, is only an approximation of the dimensions and layout of each Unit. The actual layout of a Unit may have been altered by the tenants thereof or by others without Sponsor's consent or knowledge. The actual dimensions and configuration of a Unit may also vary from its Floor Plan due to: (a) changes required by the Building Department or other government authorities having jurisdiction; (b) normal construction allowances and variances; and (c) varied masonry bearing wall thicknesses. Purchasers will not be excused from their obligations under the Agreement in the event of non-material inaccuracies in a Unit's size (there is a rebuttable presumption that a diminution of size of less than 5% of the useable floor area of the Unit, exclusive of interior partitions, is not a material reduction of the net square foot area). Pursuant to the NYC Building Code, bedrooms shall not be less than 8 feet in any plan dimension. As the Units in the B and E lines become vacant, Sponsor will move the bedroom wall out in order to meet the 8 feet NYC Building Code requirement. As Units 9C, 4D, 5D, 6D, 7D, 8D, 10D, 2F, 3F, 5F, 7F, 8F, 9F and 10F become vacant, Sponsor will remove the bedroom wall in order to meet the 8 feet NYC Building Code requirement. Sponsor does not intend to revise the Plan, the Floor Plans, Schedule A or the Declaration of Condominium in connection with the moving or removal of the wall in the aforelisted Units as the square foot area and dimensions of the Unit and Percent of Common Interest shall remain unchanged, or in connection with other Unit changes which do not result in any change to the square foot area and dimensions or the Percent of Common Interest. If the Unit is available for inspection before the Agreement is executed, the Unit layout as actually exists shall supersede and govern any variation, substantial or otherwise, from any and all Floor Plans, drawings and diagrams. The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate (within reasonable tolerances) and may change upon re-measurement or due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York State to measure condominium apartments. Each Unit should be inspected prior to execution of the Agreement to determine its actual dimensions, layout and physical condition. No variation of less than 5% of the net square footage area will affect a Purchaser's obligations under the Agreement or this Plan. Sponsor's sole obligation if the net square foot area is diminished by more than 5% shall be to refund to Purchaser the Deposit made under the Agreement and any interest earned thereon. The number of rooms has been calculated according to a standard count used for this Building which may differ from the method used by the Division of Housing and Community Renewal. Rooms include bedrooms, kitchens and living rooms. Sponsor has reserved the right to negotiate with individual Purchasers, other than Tenant Purchasers for whom such negotiation would constitute a discriminatory inducement, to perform special work in a Unit which may require a modification in floor plans for certain Units. Any such modification requiring a material change in the Common Elements will only be made by a duly filed amendment. Each Unit will be measured on each of 1 or more floors from the midpoint of the exterior walls, at the Building line and/or Property line, to the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Units. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the slab above. However, any Common Elements located within a Unit (including any structural slabs separating floors of a Unit located on more than 1 floor) shall not be considered a part of such Unit. As is customary in New York, these square foot areas may exceed the usable floor area of each Unit. Each prospective Purchaser should carefully inspect the Unit prior to entering into the Agreement therefor to determine its actual dimensions, layout, ceiling heights and physical condition. The clearances between the top of the floor slab and the bottom of the finish ceiling in the Units varies

and each prospective Purchaser should carefully inspect the Unit before entering into an Agreement therefor. However, certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as a result of the presence of beams and/or other mechanical spaces in such Units. Purchasers are further advised that Sponsor has reserved the right to negotiate with individual purchasers to perform special work which may require a modification in floor plans for certain Units and accordingly, the layout of the Units and Common Elements may vary. Reference should be made to the Sections entitled "Rights of Existing Tenants" and "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants." Certain of the Units are subject to the Rent Laws as noted in Schedule A.

3. Each Tenant Purchaser has the exclusive right to purchase such Tenant Purchaser's Unit for a period of 90 days from the Presentation Date of this Plan at the prices set forth on Schedule A for Tenant Purchasers. These purchase prices are approximately 30% less than the prices currently offered to Non-Tenant Purchasers. See the Section entitled "Changes in Prices and Units" for details concerning price changes. In addition to the purchase price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" in Part I of this Plan including, without limitation, the obligation to contribute 2 months' common charges 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 purchasing their Units.

THESE PRICES 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. No change will be made in the purchase prices other than pursuant to a duly filed amendment to this 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 this Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale is not a general offering or an advertised price but is rather the result of an individually negotiated transaction and provided further that no individually negotiated transactions shall occur with Tenant Purchasers if same would constitute a discriminatory inducement.

4. 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. 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.

5. The estimates contained in this Schedule A were computed on the assumption that the first year of Condominium operation will be the year from January 1, 2014 through December 31, 2014, and are based upon an estimate of the receipts and expenses of the Condominium for the projected year. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the first year of Condominium operation which may be greater than or less than the estimated figures set forth in the proposed budget. The actual first year of Condominium operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than 6 months from the commencement of the projected first year of Condominium operation, Sponsor will amend this Plan to include a revised budget disclosing current projections. If such amended projections exceed original projections by 25% or more, Sponsor will offer all Purchasers the right to

rescind for a period of 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 are based on "Schedule B – Projected Budget for First Year of Condominium Operation." In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes for such Unit, 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 which will be separately metered and payable directly to the utility company, the insurance 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. Until the Units are separately assessed, real estate taxes shall be part of Common Expenses, as provided in the By-Laws.

6. The New York City real estate taxes for the Units for the 1st year of Condominium operation following the First Closing, which have been estimated by Sponsor to be approximately $354,230, are based upon (i) an estimated transitional assessed valuation of the Property of $2,643,550 for the 2013/2014 fiscal year and an estimated transitional assessed valuation of the Property of $2,731,300 for the 2014/2015 fiscal year, with any increases in the Property's assessed valuation from prior years phased in over 5 years in equal annual increments of 20%, and (ii) a tax rate of $13.181 per $100 of assessed valuation for the Units. The estimated tax rate for the fiscal year of 2014/2015 does not assume any increase in the current tax rate.

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 Law, increases or decreases in a property's assessed valuation due to changes in its market value are to be phased in over 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. 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. The assessed valuations and tax rates for the 2011/2012, 2012/2013 and 2013/2014 tax years are as follows:

Tax Year	**2011/2012**	**2012/2013**	**2013/2014**
Transitional Assessment	$2,369,250	$2,443,300	$2,692,330
Actual Assessment	$2,918,250	$2,823,750	$3,067,650
Taxes Based On	$2,369,250	$2,443,300	$2,692,330
Tax Rate Per $100	13.433	13.181	13.181
Taxes Payable	$318,261	$328,208	$354,876

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 5 year phase-in period, (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, (b) the method of determining the assessed valuation, or (c) the amount of any increase or decrease in the assessed valuation of the Property. 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.

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 Interests exceed the total valuation of the Property were the Property assessed as 1 parcel.

The New York City tax assessor may allocate 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 Board will pay all real estate taxes with respect to the Property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest. See the Section of this Plan entitled "Real Estate Taxes" for further discussion.

The Property is not subject to a partial abatement from real estate taxes pursuant to Section 11 243 of the Administration Code of the City of New York (formerly Section J 51 2.5 of the Administration Code).

The aggregate monthly rents payable from tenants of all occupied units as of August 1, 2013 was $39,665.

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

See Attorney's Income Tax Opinion prepared by Pryor Cashman LLP, set forth in Part I of this Plan, regarding the deductibility of real estate taxes paid or accrued with respect to a Unit.

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 due to changes in the allocation of constant debt service payments to interest and principal, or due to changes in 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.

7. The Resident Manager's Unit is not offered for sale under this Plan. The Resident Manager's Unit is a Common Element.

8. Certain Units contain uninhabitable space, including but not limited to balconies, which may not be legally used as a bedroom or living room. Use of uninhabitable space as a bedroom or living room may result in a NYC Department of Buildings issuing a building code violation for the Building.

SCHEDULE B
PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

The Irvin Condominium
(assuming January 1, 2014 – December 31, 2014)

PROJECTED INCOME:

Common Charges (Note 1)	$420,000
Laundry Income (Note 2)	3,000
TOTAL PROJECTED INCOME (Note 3)	$423,000

PROJECTED EXPENSES:

Labor (Note 4)	$56,000
Heating (Note 5)	83,000
Utilities (Electricity, Gas) (Note 6)	25,000
Water charges and Sewer Rents (Note 7)	60,000
Repairs, Maintenance and Supplies (Note 8)	43,000
Service Contracts (Note 9)	20,000
Insurance (Note 10)	41,000
Management Fees (Note 13)	26,000
Legal and Auditing Fees (Note 12)	25,000
Contingency Fund (Note 13)	28,000
Other Expenses (Note 14)	16,000
TOTAL PROJECTED EXPENSES (15)	$423,000

If the actual or anticipated date of commencement of condominium operation is delayed by more than 6 months from the commencement of the projected first year of Condominium operation, this Plan will be amended to include a revised budget disclosing the then current projections. If such amended projections exceed the original projections by 25% or more, Sponsor will offer all Purchasers the right to rescind if they notify Sponsor in writing within 15 days after the presentation of the amendment disclosing the revised budget and be refunded the full Deposit (with interest earned thereon, if any) within 30 days after notification to Sponsor. See "Procedure to Purchase."

FOOTNOTES TO SCHEDULE B

1. Common Charges (Budget - $420,000)

Annual Common Charges, are projected on the assumption that the first year of Condominium operation will begin on or about January 1, 2014. The actual first year of operation may be earlier or later than that date.

2. Laundry Income (Budget - $3,000)

There is 1 laundry room located at the cellar level of the Building. There are currently 5 coin-operated Maytag front load washers and 3 coin-operated gas Maytag stack dryers containing 2 tumblers in each unit for a total of 6 individual dryer pockets.

Laundry income is predicated on a concession agreement with Sponsor (the "Concessionaire"), pursuant to which Concessionaire pays $250.00 per month to the owner of the Building. The concession agreement is for a term of 25 years and provides for a $25.00 per month increase in payment every 5 years. The Concessionaire reserves the right to enter into an agreement with a separate entity to provide and maintain the laundry equipment. The owner of the Building is required to provide the Concessionaire with gas, electricity and hot and cold water at no cost. It is possible that the rent payable under the concession agreement will be less than the expenses attributable to the leased space.

Reference should be made to the agreement with the Concessionaire for further details. A copy of the agreement is available for inspection during normal business hours at the office of the Selling Agent, The Modlin Group, 200 West 57th Street, New York, New York 10019.

Since the cost for providing utilities and water to the laundry room is not separately metered, no assurance is given that the rental income received by the Condominium will be adequate during the entire term of the agreement to cover the expenses incurred by the Condominium in connection with the laundry concession. Additionally, since the rental is a fixed amount and the cost of these utilities will likely increase due to inflation and higher energy costs, potential purchasers are advised that the ratio of income generated by the laundry concession to the expenses incurred in connection with the concession may decline in the future.

3. Total Projected Income (Budget - $423,000)

This budget item does not include any interest income that may be received by the Condominium from investment of the Working Capital Fund to be retained at title closing or the Condominium's Reserve Fund. It is expected that all or part of the Working Capital Fund and Reserve Fund will be expended during the first or subsequent years of operation. Accordingly, interest income cannot be determined with exactitude, may be inconsequential and has not been included in the projected receipts for the first year of condominium operation.

4. Labor (Budget - $56,000)

The Resident Manager will continue to reside in the apartment located on the lobby level of the Building.

Presently, the building staff consists of 1 Resident Manager. After the First Closing, the building staff will continue to consist of 1 Resident Manager, whose responsibilities will include, but are not limited to, keeping the public areas (such as the hallways) cleaned and removal of garbage from the Property.

The weekly wage rate projected to be in effect as of January 1, 2014 for the Resident Manager is $700.00.

The projected wages, benefits and payroll related expenses for the Resident Manager are as follows:

Wages	$37,000
Benefits (vacation, sick pay and holiday pay)	3,600
F.I.C.A.	3,100
Federal and State Unemployment	440
Disability	360
Workers' Compensation	2,200
Labor Benefits	5,300
Other (including telephone and utilities)	4,000
	$56,000

(Wages are based on actual wages to the Resident Manager. Wages meet NYS minimum wage requirements. The Resident Manager is not a union member.)

5. Heating (Budget - $83,000)

Heating of the Building (*i.e.*, heat and domestic hot water) is by means of a hot water burner, which uses #4 fuel oil.

The budgeted item is based upon 22,553 gallons (determined by the average consumption of fuel oil for the past 3 years), at $3.6855 for the 2014 calendar year (assuming a rate increase of 5%) per gallon over the 2013 average price of $3.1067, including sales tax. As of April, 2013, the cost of #4 fuel oil was $3.5585 per gallon, including sales tax.

The consumption (as measured by purchases) and cost of #4 fuel oil for the past 3 years were as follows:

Calendar Year	**Gallons of #4 Fuel Oil Purchased**	**Cost of #4 Fuel Oil (Including Sales Tax)**
2010	22,909	55,445.01
2011	24,644	80,599.50
2012	20,105	71,543.95

In view of the current energy situation, it is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation, which will vary

with the level of consumption and the fuel rate. Consumption will be affected by the severity of the weather and conservation measures (such as staggering hours of heating, lowering the temperature of the hot water, etc.) if any, adopted by the Board. The cost of crude oil in recent years has been highly volatile and unpredictable and may increase in the near future.

It is believed that the budgeted figure should be sufficient to cover any reasonable increases in the costs of fuel during the first year of Condominium operation. However, no budgeted item is warranted.

6. Utilities (Electricity, Gas) (Budget - $25,000)

The budgeted item includes the cost of electricity for outdoor lighting, public areas of the Building and the Resident Manager's Unit. The budgeted item also includes the cost of gas for the Units, the oil tank burner and the Resident Manager's Unit.

The budgeted item is based on the average consumption of electricity and gas for the past 3 years billed at the average of the rates applied in the utility bills for the 2013 calendar year, plus a rate increase of 5%.

The cost and consumption of electricity and gas for the past 3 fiscal years were as follows:

Fiscal Year	**Consumption of Electricity (in KWH) (in 100 Cubic Feet)**	**Cost (Including Sales Tax)**
December 15, 2009/December 14, 2010	82,480	18,039.13
December 14, 2010/January 14, 2011	87,520	10,501.30
December 14, 2011/ December 13, 2012	100,880	18,426.67

Fiscal Year	**Consumption of Gas (in Therms)**	**Cost (Including Sales Tax)**
December 15, 2009/December 14, 2010	2,975	4,473.71
December 14, 2010/January 14, 2011	2,960	4,049.91
December 14, 2011/ December 13, 2012	2761	3329.96

It is difficult to ascertain whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation which will vary with the level of consumption and the cost of electricity. Electricity is generated by the utility company (Consolidated Edison Company of New York) by means of fuel oil as the primary energy source. Since oil prices have been highly volatile, it is likely that the cost of oil used to generate electricity will increase in the near future. As a result, it is likely that electric rates will increase, although it is not possible to forecast the timing or amount of such increase.

It is believed that the budgeted figure should be sufficient to cover any reasonable increases in the cost of electricity resulting from the foregoing during the first year of Condominium operation. However, no budgeted item is warranted.

7. Water Charges and Sewer Rents (Budget - $60,000)

The Building is currently billed an annual charge for water charges and sewer rents. The budgeted amount is based on charges of $55,437.29 for the 2012/2013 fiscal year and estimated charges of $58,541.02 for the 2013/2014 fiscal year.

The water charges and sewer rents for the 3 prior fiscal years were as follows:

Fiscal Year	Cost (Frontage)
July 1, 2010/June 30, 2011	$48,342.78
July 1, 2011/June 30, 2012	51,968.28
July 1, 2012/June 30, 2013	55,437.29

8. Repairs, Maintenance and Supplies (Budget - $43,000)

The budgeted figure for these items is based on normal maintenance and repairs of, for example, the roof, exterior walls, foundations, heating system, plumbing and electrical systems and other common areas for which the Condominium is responsible. The budgeted item includes various supplies (such as cleaning supplies and materials, lubricants, bulbs, public area fixtures, general and hardware supplies) and periodic painting of public halls and common areas on a rotating basis, but excludes the building services described below in footnote 9 of Schedule B entitled "Service Contracts." The budgeted item also includes costs attributable to the maintenance of the Resident Manager's Unit. Unit Owners, however, will be responsible for the cost of interior repairs in, and decoration and painting of, their respective Units, including appliances.

9. Service Contracts (Budget - $20,000)

The budgeted figure allows for the following service and maintenance contracts (inclusive of sales tax):

Contractor	Nature of Service	Monthly Payment	Expiration Date
Slate Elevator Industries, Inc.	Elevator Maintenance	$980.32	Month-to-Month
JB Pest Control, Inc.	Exterminating	70.77	Month-to-Month
Secure Watch 24	Security	325.54	Month-to-Month

Secure Watch 24 currently provides the Building with video surveillance and certain security services. Joel Wiener, an investor in Secure Watch 24, is also the managing member of Pinnacle Holding Company III, LLC, 1 of the members of Sponsor.

10. Insurance (Budget - $41,000)

The following insurance is recommended for the Property for the first year of Condominium operation in a letter dated December 10, 2012 from I. Dachs & Sons, Inc., 1245 West Broadway, PO Box 338, Hewlett, NY 11557:

Commercial Property Coverage

Perils Insured:	Special Form
Valuation:	Replacement Cost
Co-Insurance:	Agreed Amount
AOP Deductible:	$10,000
Coverages:	
Building:	**$10,689,800**
Business Income:	**$1,150,000**

The proposed coverages include Replacement Cost Valuation on the Building, as well as the Agreed Amount provision which eliminates co-insurance

Additional Coverages:	
BI – Rents/Common Charges:	Extend Period of Indemnity – 365 days
Boiler & Machinery:	Included
Flood/Water Backup:	Included
Ordinance or Law:	
Coverage A:	Included
ICC & Demolition:	$5,000,000 Each
Total Policy Premium:	$15,000

Commercial General Liability (Occurrence Form):

$2,000,000	General Aggregate
$1,000,000	Each Occurrence
$1,000,000	Personal & Advertising Injury
$1,000,000	Fire Damage Legal Liability
$ 5,000	Medical Payments
$1,000,000	Employee Benefits Liability
$1,000,000	Non-owned & Hired Auto Liability

Includes Elevator Liability/Collision Coverage

Deductible: None **Total Policy Premium: $10,500**

Commercial Umbrella Policy:
Limit: $100,000,000 **Total Policy Premium: $7,500**

Directors & Officers Liability Policy:
Limit: $1,000,000 **Total Policy Premium: $3,200**

Crime Insurance Policy:
Limit: $1,000,000 **Total Policy Premium: $4,800**

Fidelity insurance covering the Board of Managers and all officers, directors and employees of the Condominium.

The total annual premium for the proposed insurance as of December 10, 2012 was $41,000. The budgeted figure is based upon the December 10, 2012 letter. The $10,689,800 coverage limit is based upon an agreed amount replacement cost for the Building. The fire, casualty and general liability insurance policy will be on terms that provide: (1) that each Unit Owner is an additional insured party; (2) that there will be no cancellation without notice to the Board; (3) a waiver of subrogation; (4) a waiver of invalidity because of the acts of the insured and Unit Owners; and (5) a waiver of pro-rata reduction if Unit Owners obtain additional coverage. The hazard insurance policy will include a provision known as an "agreed amount replacement cost endorsement" whereby the insurance carrier agrees to reimburse the insured for losses up to the full amount of the policy regardless of the actual replacement value of the Building. This clause has the effect of waiving any co-insurance the insurer might otherwise require. This clause does *not* mean that the Condominium would necessarily receive sufficient proceeds to actually rebuild the Building in the event of a total destruction. In order to safeguard the investment of the Unit Owners in the event of a substantial or total destruction of the Building, the Condominium should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage is sufficient. The proposed insurance coverage will meet the requirements of any mortgage lender procured by Sponsor.

In recent years, premiums for insurance (especially fire and liability) have increased substantially. It is not possible to predict whether premiums will escalate in the future or will level off. Although the projection is believed to be reasonable, no budgeted item is warranted. At the First Closing, Sponsor will deliver (at the Condominium's expense) a fire and liability binder or policy providing insurance coverage in amounts no less than shown on the foregoing schedule.

This coverage does not include claims for personal injury or property damage resulting from occurrences in Units, nor does it include coverage of the furniture or personal property of Unit Owners. Therefore, each Unit Owner should obtain additional insurance, at his or her own cost, covering among other items (i) fire or casualty losses to the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein, (ii) personal property, and (iii) liability for personal injury as a result of occurrences in the individual Unit.

11. Management Fees (Budget - $26,000)

At the First Closing, the Condominium will enter into a Management Agreement with Pinnacle Managing Co., LLC (the "Managing Agent"), One Penn Plaza, Suite 4000, New York, New York 10119 at an annual fee of $26,000. The management fee is comparable to the prevailing rates charged by other management services firms in New York City providing similar services in comparable buildings. In the event a new managing agent is substituted for the Managing Agent, the annual fee will be an amount as mutually agreed upon between the Board and the new managing agent. The Management Agreement will be for an initial term of 3 years and be automatically renewed from year to year thereafter unless terminated by either party upon 90 days' written notice prior to the expiration of the term, as the same may have been renewed. The Managing Agent shall be entitled to receive fees from Unit Owners (other than Sponsor and/or holders of Unsold Units) who sell or lease their Units. Joel Wiener, a principal in the Managing Agent, is also a principal of Sponsor. Reference should be made to the section of this Plan entitled "Management Agreement" for details of these and other important features of the Management Agreement.

12. Legal and Auditing Fees (Budget - $25,000)

A substantial portion of the budgeted item will be used for 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, based on a fee of approximately $10,000, provided by DDK & Company LLP, CPA. An allowance $15,000.00 is provided for miscellaneous (but not major) legal services, in the event the Board decides to engage an attorney.

13. Contingency Fund (Budget - $28,000)

This item is to provide a fund for possible expenses not included in the budget (such as interest on any serial notes given by the Condominium to Sponsor for payment of closing adjustments and described in the section of this Plan entitled "Working Capital Fund") or possible increases in 1 or more items of operating expense above the amounts projected. The budget may be modified from time to time prior to commencement of, or during, Condominium operation to add new items of expense or increase 1 or more items of operating expense. The funds for such modifications may be provided by decreasing the Contingency Fund or by decreasing 1 or more items of expense, or both. The Contingency Fund does not include a reserve for capital replacements or repairs, for which no provision is made under this budget. See the Sections of this Plan entitled "Working Capital Fund" and "Reserve Fund" for a discussion of funds which may be used for capital replacements or repairs.

14. Other Expenses (Budget – $16,000)

This item is to provide a fund for expenses such as employer association dues (if applicable), building telephone, stationary, postage, license and registration fees, municipal permits and miscellaneous expenses not provided for in other budget lines, as well as $1,000 for franchise and corporation taxes.

15. Total Projected Expenses (Budget - $423,000)

The projections set forth in this budget assume that the first year of Condominium operation will begin on or about January 1, 2014.

NOTE: At the closing, Sponsor and the Condominium will adjust items of income and expense as of midnight of the day preceding the closing. Assuming the net closing adjustments are in favor of Sponsor, same shall be paid in 12 equal, consecutive monthly installments, commencing on the first day of the 2nd calendar month subsequent to the closing, pursuant to negotiable, serial notes bearing interest at the rate of 1% over Citibank, N.A.'s "base rate" in effect on the First Closing Date. In such case, although such notes are not directly included in this budget, payment of the notes represents, in effect, payment of certain expenses reflected in this budget that have been prepaid by Sponsor.

IN THE OPINION OF THE SELLING AGENT, THE MODLIN GROUP, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE PROJECTED EXPENSES FOR THE CONDOMINIUM'S FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING JANUARY 1, 2014. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL RECEIPTS (INCLUDING COMMON CHARGES) OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE BUILDING BY THE CONDOMINIUM WILL BE AS SET FORTH IN SAID SCHEDULE, AND IT IS LIKELY THAT THE ACTUAL RECEIPTS AND EXPENSES WILL VARY FROM THE AMOUNTS SHOWN IN THE SCHEDULE. HOWEVER, IN THE EVENT THE PROJECTED ANNUAL COMMON CHARGES INCREASE BY MORE THAN 25% PRIOR TO THE CLOSING DATE, SPONSOR AGREES TO OFFER ALL PURCHASERS THE RIGHT TO RESCIND THEIR PURCHASE AGREEMENTS IF THEY NOTIFY SPONSOR (IN WRITING, WITHIN 15 DAYS AFTER THE PRESENTATION OF THE AMENDMENT TO THIS PLAN DISCLOSING THE REVISED BUDGET) AND TO BE

REFUNDED THE FULL DEPOSIT WITHIN 30 DAYS AFTER NOTIFICATION TO SPONSOR. SEE THE SECTION OF THIS PLAN ENTITLED "PROCEDURE TO PURCHASE."

SPONSOR HAS RESERVED THE RIGHT PRIOR TO THE FIRST CLOSING DATE 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, SPONSOR MAY NOT ENTER INTO ANY SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE OR OTHER AGREEMENTS AFTER THIS PLAN IS PRESENTED THAT WILL MATERIALLY INCREASE THE PROJECTED COMMON CHARGES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION OR WHICH WOULD BE BINDING ON THE CONDOMINIUM FOR MORE THAN 2 YEARS, UNLESS SUCH AGREEMENT CONTAINS A PROVISION PERMITTING THE CONDOMINIUM TO CANCEL THE AGREEMENT FROM AND AFTER THE 2ND ANNIVERSARY OF THE FIRST CLOSING UPON GIVING NOT LESS THAN 90 DAYS' PRIOR WRITTEN NOTICE. ALL NEW OR MODIFIED AGREEMENTS WILL BE DISCLOSED IN AN AMENDMENT TO THIS PLAN.

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

PRYOR CASHMAN LLP

New York | Los Angeles

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December 26, 2012

West 30th Realty LLC
One Penn Plaza, Suite 4000
New York, New York 10119

Re: The Irvin Condominium
308-312 West 30th Street
New York, New York 10001 (the "Condominium")

Gentlemen:

You have requested our opinion regarding the allocation of common interests to the Units at the Condominium as required by NYCRR Section 23.3(aa)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Offering Plan ("**Plan**") for the Condominium.

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on 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 the Modlin Group ("Modlin"), as set forth in its letter contained in the Plan, as required by NYCRR Section 23.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Modlin.

Modlin, in its letter of December 26, 2012 (the "Letter"), states that in its opinion, Common Interests were allocated pursuant to the method set forth in Real Property Law ("**RPL**") Section 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, including the uniqueness of the Unit and the overall dimensions of the particular Unit.

We have not reviewed or verified any calculations of floor space and do not express any opinion as to the relative value of a Unit to other Units, the uniqueness of a Unit, the overall dimensions of a particular Unit or the accuracy of the Letter. We have assumed, without independent verification or inquiry by us, that the reporting by Modlin is accurate and that Modlin is an experienced real estate broker. We express no opinion and make no judgment as to the accuracy of the aforesaid reporting or otherwise or the experience level or qualifications of Modlin.

Based upon the factual determinations made by Modlin in the Letter, but subject to the aforesaid limitations, we are of the opinion that the Common Interests were allocated pursuant to the method set forth in RPL Section 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, including the uniqueness of the Unit and the overall dimensions of the particular Unit.

This opinion is confined to the matters addressed herein with respect to RPL Section 339-i and shall not be construed as an opinion on other aspects of the Plan, including but not limited to valid creation of a condominium, which is to be determined by a title insurer. 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, Pryor Cashman LLP, the Selling Agent, the Managing 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. We assume no obligation to update or supplement this opinion or to notify you as to any changes in rules of law or any changes in facts or circumstances that may hereafter come to our attention pertaining to the subject matter hereof, although we have advised you that you are obligated to cause a revised opinion letter to be rendered and published in an amendment to the Plan under such circumstances.

This letter is furnished to you solely for your benefit and the purchasers under the Plan. This letter may not be relied on by any other person (including, but not limited to, subsequent owners of the Units).

The opinion expressed herein is based solely on New York law.

Very truly yours,

PRYOR CASHMAN LLP

TheModlinGroup

Real Estate

December 26, 2012

West 30th Realty LLC
One Penn Plaza, Suite 4000
New York, New York 10119

Re: The 308-312 West 30th Street Condominium
308-312 West 30th Street
New York, New York 10001

Ladies and Gentlemen:

The Modlin Group ("Modlin") is a real estate brokerage firm licensed in the state of New York. Modlin has been in business for more than 13 years specializing in the Manhattan residential market. Modlin has been retained as selling agent and/or consultant for condominium and cooperative offerings.

We have reviewed the allocation of percentages of common interest contained in Schedule A of the Offering Plan for the captioned premises (the "Plan"). The Sponsor of the Plan has informed us that such allocation was made, pursuant to Section 339 – i(l)(iv) of the Real Property Law of the State of New York, based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, including the uniqueness of the unit and the overall dimensions of the particular unit. In our opinion, based on the criteria set forth above, the allocation of percentages of common interest appearing in Schedule A is reasonable.

Modlin has been retained by Sponsor to serve as Selling Agent under the Plan.

Very truly yours,

THE MODLIN GROUP

By: _____
Name: Adam Modlin
Title: President

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SPONSOR EASEMENT

Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating and Maintaining satellite dishes and other communication equipment on the roof and Facade of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto and (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation and Maintenance thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units for their permitted purposes. The aforementioned easements may be used by Sponsor, its assignee or licensee for its own account or the account of any designee, tenant, licensee or assignee of Sponsor for the purpose of servicing the Condominium or any other building or area. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor, its designee, tenant, assignee or licensee for the use of the aforesaid easements or equipment. Any satellite dishes or other facilities placed upon the roof, the Facade 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.

CHANGES IN PRICES AND UNITS

Unless it would constitute a discriminatory inducement, Sponsor reserves the right at any time and from time to time before and after the recording of the Declaration, without the consent or approval of the Selling Agent, the Managing Agent, the Board, any Unit Owner or any mortgagee, to change the price, including, without limitation, the manner of payment thereof and other terms of sale of any Unit, except that no such change with respect to any Unit for which an Agreement is then in effect and with respect to which the Purchaser is not in default may be made without the consent of the Purchaser. If any price change is made, a Purchaser of a Unit affected thereby may pay more or less than other Purchasers under this Plan for similar Units, but this will not affect any prior or subsequent sale of Units not the subject of such change. However, such price change shall not alter the Common Interest of, or the amount of the Common Charges payable by, the owners of, such Units. Sponsor has agreed that it will neither increase prices to be paid by Tenant Purchasers nor accept Agreements from Non-Tenant Purchasers for occupied Units, during any applicable Exclusive Purchase Period. The Purchase Prices set forth in Schedule A must be changed by a duly filed amendment to this Plan when the change in Purchase Price is an across-the-board increase or decrease affecting 1 or more lines of Units, or is to be advertised, or is a price increase for an individual Purchaser. Unless it would constitute a prohibited discriminatory inducement, Sponsor may enter into a negotiated Agreement with an individual Purchaser to sell 1 or more Units at prices lower than those set forth in Schedule A without filing an amendment to this Plan. The offering price to be paid by Tenant Purchasers will not increase during any applicable Exclusive Purchase Period.

Unless it constitutes a discriminatory inducement, 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; the availability of Common Charge rebates, Purchase Price rebates and subsidies payable as a credit against the Purchase Price or on a periodic basis; extensions of time periods within which to perform obligations under the Agreement; the availability of interim leases and the amount of interim rent; and the application of rent towards the Purchase Price. 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 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 his or her Agreement.

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 Board, any Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing 1 or more such Units into 2 or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into 1 or more Unsold Units, altering any boundary walls between 1 or more Unsold Units or Units or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit or Unit into such Unsold Unit or Unit, (c) designate all or part of a Unit, a Common Element or Limited Common Element as part of a newly created Unit, Common Element or Limited Common Element, and (d) if appropriate, reapportion among the Unsold Units or 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 this 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 Unsold Unit for which an Agreement is then in effect and the Purchaser thereunder is not in default unless (i) the Purchaser consents to such change or (ii) such change is not a material change in the size, Common Interest, dimension, floor space or layout of such Unsold 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. No material change will be made in the size or number of Units or in the size or quality of the Common Elements except by amendment to this Plan and, when applicable, by amendment to the Declaration. Unless all Purchasers whose Units are affected consent, no material change will be made in a Unit layout or percentage of Common Interest if an Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default. No adverse material change will be made in the size or quality of Common Elements unless Purchasers not in default receive a right to rescind and a reasonable period of time that is not less than 15 days after the date of presentation of an amendment setting forth the right to rescind. Sponsor will return any Deposit promptly to Purchasers who timely rescind.

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

It should be noted that any floor plan or sketch shown to a prospective Purchaser, including those set forth in this Plan, is only an approximation of the dimensions and layout of each Unit. The actual layout of a Unit may have been altered by the tenants thereof or by others without Sponsor's consent or knowledge. The actual dimensions and configuration of a Unit may also vary from its Floor Plan due to: (a) changes required by the Building Department or other government authorities having jurisdiction; (b) normal construction allowances and variances; and (c) varied masonry bearing wall thicknesses. Purchasers will not be excused from their obligations under the Agreement in the event of non-material

inaccuracies in a Unit's size (there is a rebuttable presumption that a diminution of size of less than 5% of the useable floor area of the Unit, exclusive of interior partitions, is not a material reduction of the net square foot area). Pursuant to the NYC Building Code, bedrooms shall not be less than 8 feet in any plan dimension. As the Units in the B and E lines become vacant, Sponsor will move the bedroom wall out in order to meet the 8 feet NYC Building Code requirement. Units 9C, 4D, 5D, 6D, 7D, 8D, 10D, 2F, 3F, 5F, 7F, 8F, 9F and 10F become vacant, Sponsor will remove the bedroom wall in order to meet the 8 feet NYC Building Code requirement. Sponsor does not intend to revise the Plan, the Floor Plans, Schedule A or the Declaration of Condominium in connection with the moving or removal of the wall in the aforelisted Units as the square foot area and dimensions of the Unit and Percent of Common Interest shall remain unchanged, or in connection with other Unit changes which do not result in any change to the square foot area and dimensions or the Percent of Common Interest. If the Unit is available for inspection before the Agreement is executed, the Unit layout as actually exists shall supersede and govern any variation, substantial or otherwise, from any and all Floor Plans, drawings and diagrams. The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate (within reasonable tolerances) and may change upon re-measurement or due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York State to measure condominium apartments. Each Unit should be inspected prior to execution of the Agreement to determine its actual dimensions, layout and physical condition. No variation of less than 5% of the net square footage area will affect a Purchaser's obligations under the Agreement or this Plan. Sponsor's sole obligation if the net square foot area is diminished by more than 5% shall be to refund to Purchaser the Deposit made under the Agreement and any interest earned thereon.

ACCOUNTANT'S CERTIFIED STATEMENT OF OPERATIONS

WEST 30TH REALTY, LLC

FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

YEARS ENDED DECEMBER 31, 2012 AND 2011

WEST 30TH REALTY, LLC

FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

YEARS ENDED DECEMBER 31, 2012 AND 2011

Table of Contents

	Page No.
Independent Auditors' Report	3 - 4
Financial Statements	
Statements of Operations	5

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INDEPENDENT AUDITORS' REPORT

The Members of
West 30th Realty, LLC

Report on the Financial Statements

We have audited the statements of operations applicable to the property located at 308-312 West 30th Street, New York, New York for the years ended December 31, 2012 and 2011.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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INDEPENDENT AUDITORS' REPORT *(Continued)*

Opinion

In our opinion, the statements of operations referred to above presents fairly, the results of operations applicable to the property located at 308-312 West 30th Street, New York, New York for the years ended December 31, 2012 and 2011, in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Pursuant to the New York City Code Rules and Regulations, operating costs do not include a provision for depreciation and amortization, debt service interest or mortgage costs. In addition, the statements do not include all of the disclosures required to conform with accounting principles generally accepted in the United States of America.

We understand that a copy of this report is intended to be incorporated into an offering plan for the above premises, and we hereby consent to such incorporation.

DDK & Company LLP

New York, New York

August 19, 2013

PROPERTY LOCATED AT
308-312 WEST 30TH STREET
NEW YORK, NY
STATEMENTS OF OPERATIONS
Years Ended December 31, 2012 and 2011

	2012	2011*
Rental income	$ 1,295,186	$ 1,398,022
Laundry income	6,000	6,000
	1,301,186	1,404,022
Operating costs		
Labor	40,675	41,781
Heating	77,242	84,095
Utilities	72,472	70,879
Water and sewer	53,702	50,156
Repairs and maintenance and supplies	28,202	21,442
Service contracts	17,163	16,373
Insurance	12,788	15,896
Management fees	52,047	56,161
Professional fees	11,658	15,101
Other expenses	8,074	8,455
Real estate tax	321,615	297,425
Total operating costs	695,638	677,764
Excess of rental income over operating costs	$ 605,548	$ 726,258

* Reclassified to conform to 2012 presentation.

RIGHTS OF EXISTING TENANTS

Tenant Purchasers shall have the exclusive right to purchase their respective Units during the 90 day period following the Presentation Date of this Plan (the "Exclusive Purchase Period") at the Purchase Price set forth in Schedule A, during which time the Tenant Purchaser's Unit shall not be shown or sold to a third party unless the Tenant Purchaser has, in writing, waived his or her right to purchase. In order to exercise this exclusive right to purchase, the Tenant Purchaser must deliver 5 copies of a signed Agreement and the required Deposit to Sponsor or any Selling Agent designated by Sponsor during the Exclusive Purchase Period. Sponsor has agreed that during the Exclusive Purchase Period, the Purchase Prices to be paid by Tenant Purchasers will not be increased.

The term "Tenant Purchaser" shall include: (a) a bona fide tenant in occupancy on the Filing Date; (b) a bona fide tenant with the right to renew a lease on the Filing Date; (c) a bona fide tenant who has the right to continued occupancy on the Filing Date; (d) a bona fide tenant of record with an unexpired lease on the Filing Date even though the tenant has sublet the Unit or the Unit is not the tenant's primary residence; and (e) a bona fide sublessee in occupancy on the Filing Date, if such sublessee sublets from a non-bona fide tenant, or has obtained written permission to purchase the Unit from the bona fide tenant of record.

The term "Tenant Purchaser" shall not include the estate or legal representative of a bona fide tenant who was in occupancy of a Unit on the Filing Date who died on or after the Filing Date.

Generally, "free-market" leases do not provide for any renewal rights to be exercised by tenants. Current case law provides that unless, prior to the date an offering plan is accepted for filing, a warrant of eviction has been issued for a tenant who has continued in occupancy of a dwelling unit under such a "free-market" lease, such tenant has a right to purchase the unit even if the term of his or her lease has expired prior to the date the offering plan was accepted for filing or the "black book" date.

THIS IS A NON-EVICTION PLAN. NO NON-PURCHASING TENANT WILL BE EVICTED BY REASON OF CONVERSION TO CONDOMINIUM OWNERSHIP.

The following summary of rights of existing tenants is set forth in accordance with Section 352-eeee of the GBL, a copy of which is set forth in Part II of this Plan. Bona fide tenants in occupancy derive substantial protections under the GBL.

The term "Non-Purchasing Tenant" (as such term is defined in the GBL) means a person who has not purchased a Unit pursuant to this Plan and who is a tenant entitled to possession at the time this Plan is declared effective or a person to whom a Unit is rented by Sponsor subsequent to the effective date of this Plan. A person who sublets a Unit from "a purchaser under this Plan" (as such term is defined in the GBL) shall not be deemed a Non-Purchasing Tenant.

(A) No eviction proceedings will be commenced at any time after the effective date of this Plan against Non-Purchasing Tenants for failure to purchase or any reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the Unit, refusal of reasonable access to the Condominium or its Managing Agent or a breach by the Non-Purchasing Tenant of his or her obligations to the owner of the Unit or such other grounds for eviction as may then be permitted by Law; and provided further that an owner of a Unit may not commence an action to recover possession from a Non-Purchasing Tenant on the grounds that he or she seeks the Unit for the use and occupancy of himself or herself or such Non-Purchasing Tenant's family.

(B) Non-Purchasing Tenants who reside in Units subject to government regulation as to rentals and continued occupancy prior to the conversion of the Building to Condominium ownership shall continue to be subject to such regulations. Nothing contained herein shall be deemed to extend greater rights to a Non-Purchasing Tenant than such tenant would have had if the Building had not been converted to condominium ownership, except as otherwise provided in subparagraph (C) below.

(C) Non-Purchasing Tenants who reside in Units not subject to government regulation as to rentals and continued occupancy and Non-Purchasing Tenants who reside in Units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the Filing Date of this Plan, shall not be subject to rent increases that are unconscionable in relation to the rents for comparable Units during the period of their occupancy. In determining comparability, consideration will be given to such factors as building services, level of Maintenance and operating expenses.

Non-Purchasing Tenants are advised that complaints of unconscionable rent increases may be referred to the New York State Department of Law, Bureau of Real Estate Financing, 120 Broadway, 23rd Floor, New York, New York 10271.

Non-Purchasing Tenants may be subject to rent increases as the result of major capital improvements ("MCI") made by Sponsor, the Board or purchasers of Units occupied by such Non-Purchasing Tenants. Under current Law, Sponsor is not entitled to seek a MCI rent increase to the extent Sponsor has taken a credit against the Reserve Fund as the result of such MCI. Sponsor may take a credit against the Reserve Fund (as hereinafter defined), for qualifying work performed in the Building. Sponsor may perform or engage 1 or more contractors to perform qualifying work. Please refer to the Section of this Plan entitled "Reserve Fund" for further details.

(D) This Plan may not be amended at any time to provide that it shall be an eviction plan.

(E) The rights granted under this Plan to "purchasers under this Plan" (as such term is defined in the GBL) and to Non-Purchasing Tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, the GBL. Please refer to the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" in Part I of this Plan for further details.

(F) All Units occupied by Non-Purchasing Tenants will be managed by the same managing agent who manages all other Units in the Building. Such managing agent will provide to Non-Purchasing Tenants all services and facilities required by Law on a non-discriminatory basis. Sponsor will guarantee the obligation of the Managing Agent to provide all such services and facilities until such time as Sponsor surrenders control of the Board. Please refer to the Section entitled "Obligations of Purchasers of Units Occupied By Non-Purchasing Tenants" in Part I of this Plan for further details.

(G) It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services or harassment, which substantially interferes with, or disturbs the comfort, repose, peace or quiet of, any tenant in his or her use or occupancy of his or her Unit or the facilities related thereto. The Attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if the Attorney General deems it appropriate, an order restraining Sponsor from selling the Unit or from proceeding with this Plan of conversion. Nothing contained in the GBL shall be deemed to preclude the tenant from applying on his or her own behalf for similar relief.

(H) Any provision of a lease or other rental agreement which purports to waive a tenant's rights under the GBL or rules and regulations promulgated pursuant to the GBL shall be void as contrary to public policy.

(I) Tenants or their representatives may physically inspect the Property at any time subsequent to the submission of this Plan to the Department of Law, during normal business hours, upon written request made by them to Sponsor, provided such representatives are registered architects or professional engineers licensed to practice in the State of New York.

Non-Purchasing Tenants will receive the same services and access to facilities required by law as Unit Owners on a non-discriminatory basis. Please see the Section of the Plan entitled "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants".

The By-Laws provide that subsequent to the First Closing under this Plan, and for each sale or resale of a Unit occupied by a Non-Purchasing Tenant, a Non-Purchasing Tenant will be promptly notified in writing by the purchaser thereof, of the name and address of the person or persons who purchased such Non-Purchasing Tenant's Unit and the Board is required to make such information available to such Non-Purchasing Tenant.

If prior to the expiration of any Exclusive Purchase Period, which begins prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Tenant Purchasers, a Tenant Purchaser who executed and submitted an Agreement and a Deposit before Sponsor amended the terms and conditions of this Plan shall benefit from the more favorable terms and conditions. An Agreement from a Tenant Purchaser executed and submitted to Sponsor during any Exclusive Purchase Period shall have priority over and pre-empt any Agreement from a Non-Tenant Purchaser.

In the event a Purchaser purchases a Unit not occupied by such Purchaser, such purchase shall be subject to the terms and conditions of the existing lease or tenancy of the Unit and subject to the rights and obligations set forth in the GBL, and the Purchaser and his or her successors shall continue to be bound as long as such lease or tenancy continues. A Tenant Purchaser will not have the right to purchase on terms obtained by a Non-Tenant Purchaser. Please refer to the Section entitled "Effective Date" for the details regarding Sponsor's obligation to post notices regarding the percentage of Tenant Purchasers and Non-Tenant Purchasers from whom Sponsor has accepted Agreements.

If a Tenant Purchaser purchases a Unit, then from and after the closing of title to such Unit, such Tenant Purchaser will no longer be subject to, or have any rights afforded tenants in occupancy under, the GBL. Purchasers shall not have the right to assign their Agreements. Notwithstanding the foregoing, Tenant Purchasers shall have the right to assign their Agreements 1 time to any individual, without the payment of a fee (other than a $500 fee to Pryor Cashman LLP, counsel to the Sponsor), in accordance with Paragraph 23 of the Agreement. Both the Tenant Purchaser and the proposed assignee must execute, in quintuplicate, an Assignment and Assumption Agreement in the form contained in Part II of this Plan, and deliver same to the Selling Agent at least 30 days prior to the Closing Date. Please refer to the Section of this Plan entitled "Assignment of Agreements."

Tenant Purchasers are not being offered the right to purchase any Unit other than the Unit occupied by such Tenant Purchaser on the Filing Date of this Plan. Non-Purchasing Tenants shall have no rights with respect to their Units except as same may be specifically set forth above and in the GBL. Nothing contained herein shall be deemed to grant Non-Purchasing Tenants any additional rights of occupancy with respect to the Units.

OBLIGATIONS OF PURCHASERS OF UNITS OCCUPIED BY NON-PURCHASING TENANTS

A person purchasing a Unit occupied by another does so subject to: (a) the existing lease for the Unit, if any (and any renewal thereof pursuant to Law or effected prior to the date on which the Purchaser's Agreement is accepted), (b) the existing occupancy of the Unit, and (c) the rights of the tenant thereof, if any, under the Rent Laws and under the GBL, including the right to stay in possession of the Unit pursuant to the GBL, as more fully discussed in the Section entitled "Rights of Existing Tenants." A purchaser purchasing a Unit subject to the Rent Laws must register such Unit with the New York State Department of Housing and Community Renewal. The status of each of the Units being offered for sale as of the date of this Plan is set forth on "Schedule A - Prices of Units and Related Information" in Part I of this Plan. Under the current Rent Laws, where a Unit previously occupied by a Non-Purchasing Tenant is vacated and re-rented by Sponsor, such Unit is no longer subject to the Rent Laws but will be subject to any limitations set forth in the GBL regarding rent increases.

No representations or statements of any kind as to the requirements of the GBL are given, except as expressly set forth in this Plan. A prospective purchaser of an occupied Unit in which he or she does not reside, or lease, is advised to consult with his or her attorney regarding the application and effect of the foregoing Laws and regulations in order to become fully apprised of his or her rights as a purchaser and his or her obligations to any existing tenant or occupant.

After consummation of the sale of a Unit to a Non-Tenant Purchaser, such Non-Tenant Purchaser will own the Unit subject to the lease or tenancy of the present tenant and subject to all rights, if any, afforded such tenant under the GBL and this Plan. Under the GBL, the Non-Purchasing Tenant may not be evicted at any time for failure to purchase or any reason applicable to expiration of tenancy, provided that eviction proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the Condominium or its Managing Agent or a breach by a Non-Purchasing Tenant of his or her obligations to the owner of the Unit or such other grounds for eviction as may then be permitted by Law. In addition, no eviction proceedings may be commenced against a Non-Purchasing Tenant on the grounds that the Non-Tenant Purchaser seeks the Unit for the use and occupancy of himself or herself or such Non-Tenant Purchaser's family.

If a Non-Tenant Purchaser acquires a Unit occupied by another, then on the Closing Date of such Unit, the Non-Tenant Purchaser will become the landlord of such Unit's tenant and the latter will become the Non-Tenant Purchaser's tenant. Such Non-Tenant Purchaser will be required under the Agreement executed by him or her to pay the Common Charges, taxes or other assessments charged against the Unit by the Board, regardless of whether such Common Charges, taxes and other assessments are greater or less than the rent payable by the tenant or occupant, and regardless of whether the rent is received. In addition, such Non-Tenant Purchaser will be solely responsible for any litigation costs, fees and dues related to the tenancy as well as the performance of all obligations of the landlord under the lease with the tenant or occupant, including, without limitation, the obligation to Maintain plumbing fixtures, doors, hardware, flooring, refrigerator, range, dishwasher, lighting fixtures and other equipment, if any, which are included in the Unit or are the obligation of the Unit Owner to maintain, and which are not owned by the tenant or occupant, and to paint the Unit, as provided in the Agreement or applicable Law. The Non-Tenant Purchaser will be obligated to give the Non-Purchasing Tenant such renewal leases and riders as may be required under applicable Law, including the Rent Laws and the GBL and may only evict the Non-Purchasing Tenant on grounds permitted by Law, as more particularly described in the Section entitled "Rights of Existing Tenants" in Part I of this Plan.

Each Agreement will contain a provision whereby the Non-Tenant Purchaser of a Unit occupied by another irrevocably appoints the then Managing Agent of the Building (which Managing Agent may

be replaced from time to time by the Board) as his or her agent, coupled with an interest, to provide, for the account and at the expense of the Non-Tenant Purchaser, all services and facilities required by Law on a non-discriminatory basis, to the Non-Purchasing Tenant who has a right to occupy the relevant Unit until such time as said right to occupy terminates. In addition, each Non-Tenant Purchaser of a Unit occupied by another agrees: (a) to deposit with the Managing Agent at the closing of title to the Unit, an amount equal to not less than the greater of (i) 2 months' Common Charges or (ii) 2 months' rent for such Unit to be used as working capital to furnish such services and facilities, and (b) upon written notice by the Managing Agent that the deposit has been diminished, to replenish such fund within a 30 day period. In the event the Unit Owner fails to so replenish such fund, the Board will have a lien against the Unit Owner's Unit in accordance with the By-Laws. Sponsor shall guarantee the obligation of the Managing Agent to provide such services and facilities until such time as Sponsor surrenders control of the Board. Each Non-Tenant Purchaser of a Unit occupied by another will be required to indemnify Sponsor for all costs expended by Sponsor on such Non-Tenant Purchaser's behalf. The foregoing obligations of a Non-Tenant Purchaser do not apply to Sponsor.

Article 8.12 of the Condominium's By-Laws provides that for so long as any Units are occupied by Non-Purchasing Tenants, a purchaser of such Unit, promptly after acquiring title to the Unit, shall notify the Non-Purchasing Tenant of the change in ownership and the name of the new Unit Owner and the Board shall make available such information to the Non-Purchasing Tenant. Additionally, upon each sale of a Unit occupied by a tenant, the Managing Agent shall notify the Non-Purchasing Tenant thereof in writing within 10 days following the change in ownership of the name and address of the new Non-Tenant Purchaser.

No representation is made or warranty given as to whether the GBL or the Rent Laws will continue to apply to any Unit in the Building or whether there will be any future amendments to any such laws. Nothing contained herein shall be deemed to prevent Sponsor or the purchaser of a Unit occupied by Non-Purchasing Tenants from enjoying the benefits of any amendment to the Rent Laws or any court ruling which may be deemed to benefit Sponsor.

A person interested in purchasing a Unit in which he or she does not reside is advised to examine the lease for such Unit to ascertain the rental thereof, expiration date and obligations imposed on the landlord thereof. These leases are on file at the office of the Managing Agent or Sponsor. It is further recommended that such person consult with his or her own attorney in order to become fully apprised of the effect of the GBL and the Rent Laws, as well as the lease for the Unit, on his or her rights as a Non-Tenant Purchaser and his or her obligations to the existing tenant or occupant.

A Non-Tenant Purchaser of a Unit subject to a lease will be entitled to receive the unapplied portion of any security deposit held by Sponsor under the terms of such lease. Such security deposit must be held by the Non-Tenant Purchaser, in trust, in an interest bearing account in accordance with Section 7-103 of the New York General Obligations Law. Upon receipt of such security deposit from Sponsor, the Non-Tenant Purchaser will be required to acknowledge, in writing, receipt thereof and agree to indemnify Sponsor against all claims or liability in connection therewith.

PROCEDURE TO PURCHASE

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

Tenant Purchasers will be afforded not less than 3 business days to review this Plan and all filed amendments prior to executing an Agreement unless fewer than 3 business days remain in the statutory time period to declare this Plan effective. Sponsor must accept an Agreement from a Tenant Purchaser who submits a signed Agreement and a check for the Deposit to Sponsor or the Selling Agent designated by Sponsor during the time within which the Tenant Purchaser has the exclusive right to purchase his or her Unit under this Plan. Such Tenant Purchaser will receive a fully executed counterpart of his or her Agreement from Sponsor or the Selling Agent.

Non-Tenant Purchasers will be afforded not less than 3 business days to review this Plan and all filed amendments prior to executing an Agreement unless fewer than 3 business days remain in the statutory time period to declare this Plan effective. If a Non-Tenant Purchaser has not been afforded at least 3 business days prior to executing an Agreement, such Purchaser will have 7 days after delivering an executed Agreement together with the Deposit to rescind the Agreement and have the Deposit refunded promptly. Such rescinding Purchaser must either personally deliver a written notice of rescission to the Selling Agent within the 7 day period or mail the notice of rescission to Sponsor or the Selling Agent and have the mailing post-marked within the 7 day period.

If the Agreement does not pertain to the Tenant Purchaser's Unit or is submitted after the expiration of a Tenant Purchaser's exclusive right to purchase, or a Non-Tenant Purchaser submits a signed Agreement and check for the Deposit to the Selling Agent or Sponsor, such Tenant Purchaser or Non-Tenant Purchaser, as the case may be, will be notified within 30 days after such submission whether the Agreement has been accepted or rejected. Agreements will not be binding on Sponsor until approved and executed by it and delivered by Sponsor to the prospective Purchaser or such Purchaser's attorney. An Agreement from a Tenant Purchaser executed and submitted to Sponsor during any Exclusive Purchase Period shall have priority over and pre-empt any Agreement from a Non-Tenant Purchaser. Sponsor reserves the right, but has no obligation, to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by Law. If the Agreement is accepted, a fully executed counterpart will be returned to the Purchaser by Sponsor or the Selling Agent. If such Purchaser receives no response within the 30 day period, his or her Agreement will be deemed rejected and canceled and all monies paid thereunder shall be refunded within 15 days thereafter. Upon such refund being made, neither party shall have any further rights or obligations hereunder with respect to the other. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without prior notice or prior amendment to this Plan and without the consent of the Board, to refuse to approve and execute an Agreement (a) for any Unit, except as prohibited by Law or (b) for more than 1 Unit to any 1 person or entity. Sponsor shall have the right to reject such Agreement without cause or explanation to Purchaser, provided such rejection is not based on sex, race, creed, color, national origin, ancestry or other ground proscribed by Law. No prospective Purchaser will have any claim against Sponsor for Sponsor's failure to execute an Agreement.

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 this Plan and the Agreement, the provisions of this Plan shall in all events control.

Although a Purchaser may obtain financing from a lending institution or any other source, Purchaser's obligation to purchase a Unit pursuant to the Agreement shall not be contingent on Purchaser obtaining financing for such purchase.

The Agreement and this Plan 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 this Plan or under Article 23-A of the GBL. The Agreement to be used by Tenant Purchasers who purchase during any exclusive period may not be modified except by a duly filed amendment to the Plan.

At the time of execution of an Agreement, a Purchaser is required to make a payment in an amount equal to $1,000 (for Tenant Purchasers) or 10% of the purchase price (for all others) (the "Deposit"). All Deposit checks must be made payable to the direct order of "Pryor Cashman 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 shall have the right, among other things, to deem such Agreement to be canceled and of no further force or effect.

The balance of the purchase price shall be payable simultaneously with the delivery of the deed to the Unit by an official bank check or an unendorsed certified check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. The deed will be substantially in the form set forth in Part II of this Plan. At Closing, each Purchaser is obligated to execute and deliver the Power of Attorney substantially in the form set forth in Part II of this 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.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A UNIT.

After an amendment declaring this Plan effective has been accepted for filing, Sponsor will serve Purchasers with written notice of the originally scheduled Closing Date at least 30 days prior to the originally scheduled Closing Date. In the event Purchaser fails to close on the designated date, then Purchaser will have a 30 day period after written notice within which to cure such default, time being of the essence, following which Sponsor shall have the remedies set forth below. A Purchaser may waive notice of such Purchaser's Closing Date.

In the event of any default by Purchaser under an Agreement, and if Purchaser does not cure such default within 30 days after Sponsor gives written notice to the Purchaser of such default and makes a written demand for payment, Sponsor may, at its option, cancel such Agreement and retain the Deposit made by Purchaser, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate. In addition, Sponsor shall also be entitled to retain (i) any costs or expenses incurred by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Unit to its condition prior to such special work being performed. Sponsor will be entitled to maintain an action against Purchaser for such additional costs.

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

If a Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date, (a) the closing apportionments described in the Section entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Agreement and this Plan, an amount equal to 0.04% (14.6%

per annum) 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.

Prior to the closing of title to a Unit, the Agreement prohibits a Non-Tenant 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.

If this Plan is withdrawn or abandoned Sponsor shall submit an Amendment to the Department of Law, together with form RS-3. Any Deposit previously paid to and actually collected by Sponsor shall be returned to Purchaser within 5 days of the date the amendment abandoning the Plan has been accepted for filing.

From and after the Closing of each Unit, a 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.

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, at which time such risk 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 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 any rights of the 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 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 Board of Managers"), the Agreement shall be deemed canceled and of no further force or effect and Escrow Agent shall return to Purchaser all sums deposited thereunder, whereupon the parties to the Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, notwithstanding anything to the contrary herein, if Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

The Agreement to be used by Tenant Purchasers who purchase during any Exclusive Purchase Period will not be modified except by a duly filed amendment to this Plan.

In the event that a Purchaser is entitled to rescind or terminate an Agreement for any reason, Sponsor may retain any escrow funds expended for special work at the request of the Purchaser as well as the cost of any work necessary to restore the Unit to its condition prior to such work having been performed, provided that Sponsor shall only retain the Deposit of a Purchaser in accordance with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto, as described in the subsection of this Plan entitled "Escrow and Trust Fund Requirements" in this Section of this Plan.

If prior to the expiration of any Exclusive Purchase Period which begins prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Tenant Purchasers, a Tenant Purchaser who executed and submitted an Agreement and the Deposit before Sponsor amended the terms of this Plan shall benefit from the more favorable terms and conditions.

Escrow and Trust Fund Requirements

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

Sponsor will comply with the escrow and trust fund requirements of GBL Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

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

Escrow Agent

The law firm of Pryor Cashman LLP, with an address at 7 Times Square, New York, New York 10036-6569, telephone number (212) 421-4100, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The signatories authorized to withdraw funds from the Escrow Account are: Ronald H. Shechtman, Esq., Gideon Cashman, Esq., Eric B.Woldenberg, Esq., Brad D. Rose, Esq., Donald S. Zakarin, Esq. (each a partner in Escrow Agent) and Susan Locker, none of whom has any interest in Sponsor. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Agreement or otherwise concerning the maintenance and release of the Deposit from escrow. Neither Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

Escrow Agent has established a master escrow account at Citibank, N.A., located at 666 Fifth Avenue, 5th Floor, New York, New York 10103 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Pryor Cashman LLP, Attorney Trust Account" (the "Master Escrow Account"). All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form set forth in Part II of this Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If the Deposit is accompanied by a completed and signed Form W-9 or Form W-8BEN, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, the Deposit will remain in the non-interest bearing portion of the Master Escrow Account. 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 portion of the Master Escrow Account so that checks may be drawn thereon. The Bank is covered by federal bank deposit insurance to a maximum of $250,000.00 and while the Deposit is in the

checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000.00. No representation or guaranty is made by Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so. The $250,000.00 aforementioned amount is the Federal Deposit Insurance Corporation's insured amount through calendar year 2013; thereafter a Purchaser's deposit may only be federally insured up to $100,000.00.

All Deposits received from Purchaser shall be in the form of checks or wire transfers, and shall be made payable to the order of "Pryor Cashman LLP, as Escrow Agent". Endorsed instruments will not be accepted. Information regarding the Escrow Account may be provided to Sponsor, who may be entitled to access to records with respect thereto.

Acceptance of the Deposit by Sponsor or Selling Agent and the placement of the Deposit by Escrow Agent into the Master 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 this Plan.

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

In the event a check delivered by a Purchaser fails of collection, the Agreement will be deemed void ab initio (as if the Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within 5 business days of Sponsor receiving notice from Escrow Agent of such failure of collection.

The interest rate for all deposits made into a sub-escrow savings account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into its designated sub-escrow account. All interest earned thereon shall be paid to or credited to Purchaser at closing. No fees of any kind may be deducted from the Master Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Master Escrow Account.

Before funds may be transferred to a new escrow account, or if there is a substitution of Escrow Agent, this Plan will be amended to provide the name of the new account, the bank at which the new account is held and the address of the bank at which the new account is held, or the name of the substitute escrow agent and the names of individual signatories to the new account of the substitute escrow agent, as the case may be. Deposits held in the new escrow account will continue to be held in conformity with the provisions set forth in this Plan, GBL Sections 352-3(2-b) and the Attorney General's regulations promulgated pursuant thereto.

Notification of Purchaser

Sponsor agrees that Sponsor and its agents, including Selling Agent, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within 2 business days of tender of the Deposit by Purchaser. Within 5 business days after the Agreement has been tendered to Escrow Agent along with the Deposit, Escrow Agent shall sign the Agreement and place the Deposit into the Master Escrow Account. Within 10 business days of the placing of the Deposit in the Master Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. If Purchaser does not receive notice of such deposit

within 15 business days after tender of the Deposit, he or she may cancel the Agreement within 90 days after tender of the Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Master Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to Purchaser.

Release of Funds

All deposits, including the Deposit, but specifically excluding any deposits made in connection with advances made for upgrades, extras or custom work received in connection with the Agreement, are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Any deposits made for upgrades, extras or custom work shall be initially deposited into the Master Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

Escrow Agent shall release the Deposit if so directed: (a) pursuant to the terms and conditions set forth in the Agreement upon the closing of title to the Unit; (b) in a subsequent writing signed by both Sponsor and Purchaser or (c) by a final, non-appealable order or judgment of a court.

If Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and Escrow Agent receives a request by either party to release the Deposit, then Escrow Agent must give both Purchaser and Sponsor prior written notice of not fewer than 30 days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the 30 day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said 30 day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to (a) through (c) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Master Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

Sponsor shall not object to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in this Plan or an Amendment to this Plan or (b) all Purchasers after an Amendment abandoning this Plan is accepted for filing by the Department of Law.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of this Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of this Plan does not relieve Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Department of Law may perform random reviews and audits of any records involving Escrow Account to determine compliance with all applicable statutes and regulations.

Escrow Agent shall maintain the Master Escrow Account under its direct supervision and control.

A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h). Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under the 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.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the escrow agreement, if any. Prior to release of the Deposit, 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.

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 Escrow Agent's responsibilities arising in connection with the Agreement or the performance or non-performance of Escrow Agent's duties under the Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the 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.

Escrow Agent shall not be bound by any modification, cancellation or rescission of the Agreement unless the same is in writing and signed by all parties hereto. In no event, however, shall any modification of the Agreement that shall affect the rights or duties of Escrow Agent be binding on Escrow Agent unless Escrow Agent shall have given its prior written consent.

Sponsor and Purchaser agree that Escrow Agent shall not be restricted in any manner whatsoever from acting as attorney for Sponsor with respect to any matter and consent to Escrow Agent so acting as attorney for Sponsor with respect to any matter, including, but not limited to, any litigation or matter related to the Agreement, the Deposit or the transaction contemplated by the Agreement, and whether or not there is a controversy between Sponsor and Purchaser with respect thereto.

Waiver Void

Any provision of the Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Agreement, this Plan or any amendment thereto.

ASSIGNMENT OF AGREEMENTS

Agreements are not assignable. Notwithstanding the foregoing, Tenant Purchasers shall have the right to assign their Agreement 1 time to any individual, without the payment of a fee (other than a $500 fee to Pryor Cashman LLP, counsel to Sponsor) in accordance with Paragraph 23 of the Agreement. Both the Tenant Purchaser and the proposed assignee must execute, in quintuplicate, an Assignment and Assumption Agreement in the form contained in Part II of this Plan, and deliver same to the Selling Agent at least 30 days prior to the Closing Date. If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of the Agreement. In order for an assigned Agreement to be counted towards effectiveness, (i) an Agreement shall be signed by the assigning Tenant Purchaser (which assignment shall include the Deposit paid by the assigning Tenant Purchaser to Sponsor) and (ii) the assignee shall provide an affidavit stating that the assignee was not procured by Sponsor, the Selling Agent or the Managing Agent, and that the assignee intends that he or she or a specified member of his or her immediate family will personally occupy the Unit (which affidavit shall be substantially in the form set forth in Part II of this Plan).

EFFECTIVE DATE

The offering of the Units for sale under this Plan by Sponsor is contingent upon this Plan being declared effective. The following provisions will determine whether, and when, this Plan will be declared effective:

1. This Plan may not be declared effective until Agreements have been executed and delivered for at least 15% of all Units in the Building (i.e., 9 Units), by bona fide tenants in occupancy or bona fide purchasers who purchase without fraud or discriminatory repurchase agreements or other discriminatory inducements and represent that they intend that they or 1 or more specified members of their immediate family occupy the Unit when it becomes vacant. As to tenants who were in occupancy on the Filing Date of this Plan, the Agreement must be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

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

3. When Agreements have been executed and delivered for the sale of 80% of all Units in the Building (i.e., 48 Units), and all the conditions referred to in the foregoing paragraph 1 have been met, Sponsor must declare this Plan effective.

This 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) assigned or transferred unless all of the procedures in the Section entitled "Assignment of Agreements" have been complied with; or (iii) signed by Purchasers who have not been afforded at least 3 business days to review this Plan and all filed amendments prior to executing an Agreement or at least 7 days to rescind; or (iv) signed by any Purchaser who is Sponsor, the Selling Agent, the Managing Agent, or a principal of either, or is related by blood, marriage or adoption or is a business associate, an employee, a shareholder, a member or a limited partner of Sponsor, the Selling Agent, the Managing Agent or a principal of either (except that such a Purchaser other than Sponsor or a principal thereof may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is either a bona fide tenant in occupancy or a bona fide purchaser).

When calculating the 15% requirement: (i) no more than 1 Agreement by the tenant or tenants of a particular Unit will be counted; (ii) only 1 Agreement from any tenant who leases or occupies more than 1 Unit will be counted; and (iii) only 1 Agreement from any Non-Tenant Purchaser who purchases more than 1 Unit will be counted.

This Plan will be declared effective either by: (a) written notice to all Purchasers and tenants of the Building and, within 5 business days following such notice, an amendment to this Plan confirming that this Plan was declared effective as of the date of such notice will be submitted to the Department of Law, which amendment, upon acceptance for filing, will be delivered to all Purchasers and tenants; 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.

This Plan may not be amended at any time to provide that it shall be an eviction plan.

If this Plan has not become effective within 15 months from the Filing Date, Sponsor shall submit an Amendment to the Department of Law abandoning the Plan, together with a form RS-3. All monies will be returned to Purchasers not in default under their respective Agreements, in full, within 5 days after the Amendment abandoning the Plan has been accepted for filing and all monies forfeited by defaulting Purchasers will (in such case) be retained by Sponsor in accordance with the Agreement (but in no event to exceed 10% of the Purchase Price). Upon the return or retention of the Deposit, the Agreement will be null and void and Sponsor will have no further obligation or liability to any Purchaser under this Plan or the Agreement. In the event of abandonment, no new condominium offering plan relating to the Building shall be submitted to the Attorney General for at least 12 months after such abandonment.

Prior to conveying title to the first Unit, Sponsor may, at its option, declare this Plan abandoned for any reason whatsoever before it is declared effective or the 80% quota and other conditions referred to in the foregoing paragraph 3 are reached and satisfied, respectively. Once this Plan has been declared effective, it may not be abandoned except in the event of: (i) the existence of a defect in title (unknown to Sponsor on the Filing Date of this Plan) which cannot be cured without litigation or cannot be cured for less than 0.5% of the Total Purchase Price to Tenant Purchasers in the aggregate; or (ii) a substantial damage to or destruction of the Building or any portion thereto by fire or other casualty which cannot be repaired for less than 0.5% of the Total Purchase Price to Tenant Purchasers in the aggregate; or (iii) the taking of any material portion of the Property by condemnation, eminent domain or by other means. There will be no obligation on the part of Sponsor to incur expenses (except to the extent of up to 0.5% of the Total Purchase Price to Tenant Purchasers in the aggregate in case of defects in title and casualty losses as aforesaid) or engage in litigation to cure the same. Any dollar amount relied upon by Sponsor as the basis for abandonment of this Plan after effectiveness will exclude any attorney fees or any title defects or determination of any authority or regulatory agency or association which existed on the Presentation Date and were either known to Sponsor or were a matter of public record. If Sponsor does not abandon this Plan after the occurrence of any of the events set forth in (i), (ii) or (iii) above, then Sponsor shall be obligated to proceed with this Plan regardless of the cost to cure or repair such items. Whether or not this Plan will be abandoned or the expenses incurred will be in the sole discretion of Sponsor.

Sponsor will on the 30th, 60th, 88th and 90th day after the Presentation Date of this Plan and at least once every 30 days until this Plan is declared effective or abandoned, as the case may be, and on the 2nd day before the expiration of any Exclusive Purchase Period provided in an amendment to this Plan, (i) file with the Attorney General, Investment Protection Bureau, Real Estate Financing Division, 23rd Floor, 120 Broadway, New York, New York 10271, a written statement, under oath, setting forth the percentage of Units in the Building which are the subject of Agreements executed by bona fide tenants in

occupancy or bona fide purchasers who represent that they intend that they or 1 or more specified members of their immediate family occupy the Unit when it becomes vacant as of the date of such statement and as of a specified time and, (ii) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Building. The percentage shall be computed in the same manner as Sponsor shall compute the minimum percentage needed to declare this Plan effective. The statement which is posted in the Building and filed with the Attorney General shall include the following: the date and time of the statement, the Filing Date of this Plan, the Presentation Date of this Plan and any current amendment, the last day of any Exclusive Purchase Period, the number of bona fide tenants in occupancy and bona fide purchasers who have executed Agreements, the number of Units counted in the base and the percentage of purchasers. Copies of all filed and posted written statements will be available for inspection at the office of Sponsor or the Selling Agent and the Attorney General. All filed and posted written statements shall remain posted until the next filed and written statement is posted.

After an amendment declaring this 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 the Section of this Plan entitled "Terms of Sale" for a discussion of the mechanics of closing of title to a Unit.

TERMS OF SALE

The term "Closing" as used herein refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the purchase price for such Unit. The Closing to each Unit shall be held at the offices of Sponsor's attorneys, Pryor Cashman LLP, 7 Times Square, 40th Floor, New York, New York 10036, or at such other place as Sponsor may designate on not less than 2 business days' prior notice. The Closing to each Unit shall take place only after or concurrently with the following events:

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

b. the recording or filing of the Declaration, By-Laws and Floor Plans in the City Register's Office after approval of same in the Real Property Assessment Department of the New York City Department of Finance, as required by Section 339-p of the New York Condominium Act or other applicable Law, and such other documents as may be required by Law;

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

d. the delivery to Purchaser of written notice of the time and place of the Closing to the Unit at least 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 the Selling Agent, prior to Closing;

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

f. if the Purchaser of the Unit so requests, the issuance of a title insurance policy or certificate committing to insure fee title to the Unit in the Purchaser subject only to the encumbrances set forth in Schedule A annexed to the form of Agreement, set forth in Part II of this Plan, which policy or certificate will also insure that a valid condominium has been created pursuant to the Condominium Act. A form of Unit Owner's Specimen Title Policy (as prepared by Commonwealth Land Title Insurance, having an office at Two Grand Central Tower, 140 East 45th Street, 22nd Floor, New York, New York 10017, Attn: Peter G. Doyle, Jr., Telephone: 212-973-6209, Facsimile: 212-697-0286 (the "Title Company")). A Purchaser may obtain title insurance from any title insurance company, provided that such title company agrees to submit all real estate transfer tax forms required to be submitted in connection with the conveyance of a deed to a Unit Owner and all transfer taxes due in connection therewith and agrees to indemnify Sponsor for such title company's failure to file such transfer tax forms and remit the required transfer taxes in connection therewith in a timely manner. For an estimate of the cost to the Purchaser of obtaining such title insurance, see the Section entitled "Closing Costs and Adjustments;" and

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

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 except as otherwise provided in this Plan. All personal property located within a Unit on the date the Agreement is signed or located within the Common Elements on the date the Declaration is filed that is owned by Sponsor is included in the conveyance unless specifically excepted in this Plan. Sponsor will Maintain the Building and the Common Elements until the First Closing, subject to ordinary wear and tear. Sponsor's obligation to make repairs in any Unit shall cease upon the closing of title of such Unit, except for repairs which Sponsor was obligated (and agreed) to make prior to the closing of title. Each Purchaser will be given a reasonable opportunity to examine the Unit prior to closing, subject to the rights of any tenant or occupant of such Unit, and is urged to make a careful inspection thereof. 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.

If prior to the expiration of any Exclusive Purchase Period which begins prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Tenant Purchasers, a Tenant Purchaser who executed and submitted an Agreement and the Deposit before Sponsor amended the terms of this Plan shall benefit from the more favorable terms and conditions.

If the Purchaser is or becomes the tenant or occupant of the Unit before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside of the Unit or did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees or workmen. Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair the same. If Sponsor or (in the event the Declaration is filed) the Board does not elect to repair the damage, the Agreement will be canceled and be of no further force or effect, unless the Purchaser agrees to accept such Unit without such repair. Thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor unless the Purchaser is then in default under the Agreement (beyond the applicable grace period, if any), in which event the said purchase monies will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair the damage, the Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete such repair.

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.

The acceptance of a deed by a Purchaser shall be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under this Plan except those (if any) which may be expressly stated in this Plan, in the Agreement, in 13 NYCRR, Part 23 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan) and in GBL §352-e to survive delivery of the deed.

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

The existing lease of a tenant who has purchased a Unit will be terminated as of the closing of title to such tenant's Unit, and such tenant will not have any rights afforded by, nor be subject to, the Rent Laws or the GBL.

CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Agreement, in addition to Purchaser's own legal fees, Purchaser will pay the closing costs set forth below at the time of the closing of title of the Purchaser's Units. Recording charges, fees and taxes are based on rates in effect on the date of this Plan and are subject to change without notice:

(a) Each Purchaser of a Unit will pay a contribution to the working capital fund of the Condominium in an amount equal to 2 months' Common Charges then applicable to each Unit being purchased.

(b) If a Purchaser elects to obtain fee title insurance, such Purchaser will pay the premium therefore, which will vary depending upon the amount requested. The premium will be calculated at a discounted rate of 70% of the standard fee policy rates (in effect as of May 1, 2007) in accordance with the below discounted rate schedule. Sponsor obtained the pro-forma title policy included in Part II of the Plan from Commonwealth Land Title Insurance Company, 140 East 45th Street, New York, New York 10017 (the "Title Company"). Purchaser is under no obligation to obtain title insurance from Commonwealth Land Title Insurance Company. Purchaser may obtain title insurance from a title insurer of Purchaser's choice, without incurring any additional cost from Sponsor.

FEE BULK RATE SCHEDULE
(70% Rate)

AMOUNT OF INSURANCE	PREMIUM
First $35,000 or less	$281.00
From $35,001 to $50,000	$4.67 per Thousand
From $50,001 to $100,000	$3.80 per Thousand
From $101,000 to $500,000	$3.05 per Thousand
From $500,001 to $1,000,000	$2.79 per Thousand
From $1,000,001 to $5,000,000	$2.56 per Thousand

Note – The minimum premium for a fee policy is $281.00

If Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance from the Title Company, the premium for the fee title insurance will be calculated as described in this paragraph (b). The premium for the mortgage title insurance that does not exceed the fee policy will be calculated at a discounted rate of 21% of the standard mortgage policy rates (as of October 1, 2007) in accordance with the following discounted rate schedule:

SIMULTANEOUS MORTGAGE BULK RATE SCHEDULE
(21% Rate)

AMOUNT OF INSURANCE	PREMIUM
First $35,000 or less	$72.00
From $35,001 to $50,000	$1.17 per Thousand
From $50,001 to $100,000	$0.95 per Thousand

From $101,000 to $500,000	$0.76 per Thousand
From $500,001 to $1,000,000	$0.70 per Thousand
From $1,000,001 to $5,000,000	$0.64 per Thousand

A Purchaser may obtain title insurance from any title insurance company, provided that such title company agrees to submit all real estate transfer tax forms required to be submitted in connection with the conveyance of a deed to a Unit Owner and all transfer taxes due in connection therewith (as more particularly summarized in subparagraphs (c) and (d) below) and agrees to indemnify Sponsor for such title company's failure to file such transfer tax forms and remit the required transfer taxes in connection therewith in a timely manner.

(c) Purchaser will pay a fee for recording the Unit Deed and Power of Attorney, being approximately $75.00 for each instrument plus $5.00 per page as collected by its title company (each title company establishes its own additional service and surcharges in this regard).

(d) Purchaser will pay the New York City Real Property Transfer Tax ("RPT Tax"), which currently, for the purchase of a single Unit, is 1% of the purchase price of a Unit $500,000 or less (1.425% of the purchase price if over $500,000), and the New York State Real Estate Transfer Tax ("NYS Tax"), presently $2.00 for each $500.00 (or part thereof) of the purchase price of a Unit. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to tax. Therefore, the steps to compute the tax are:

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

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

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

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

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

Example: Purchase price = $485,000.00

(1)	$485,000.00 x 1.00%	=	$ 4,850.00
(2)	$485,000.00 x .4%	=	$ 1,940.00
(3)	$485,000.00 + $6,790.00	=	$ 491,790.00
(4)	$491,790.00 x 1.00%	=	$ 4,917.90
(5)	$491,790.00 x .4%	=	$ 1,968.00

Under the current policies of the City of New York Department of Finance, where a purchaser purchases 2 or more Units that have not been physically combined into a single residence before the transfer, the NYC RPT Tax rate where the consideration is $500,000 or less will be 1.425%, while the tax rate where the consideration is in excess of $500,000 will be 2.625%. The City of New York Department of Finance has taken the position that the consideration for the transfer of a Unit under a deed is aggregated with the consideration for the transfer of other Units under separate deeds for purposes of

determining total consideration. There is no guarantee that the City of New York will not change its positions with respect to the foregoing.

(e) If the purchase price of the Unit is $1,000,000 or more, Purchaser will pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," which is currently 1% of the purchase price (the computation of which shall include the RPT Taxes and NYS Taxes as described above).

(f) The legal fees of Sponsor's attorneys in the amount of $1,500 will be payable by a Purchaser to Pryor Cashman LLP. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Pryor Cashman LLP, in connection with the closing of title to Purchaser's Unit: If the Purchaser requests the Closing to occur other than at the offices of Pryor Cashman 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. Sponsor's attorneys will impose a reschedule fee of $200 if the Purchaser postpones the scheduled Closing (with the consent of Sponsor) less than 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, a fee of $500, payable in advance, for preparation of an assignment agreement, shall be due to Sponsor's attorneys. Purchaser may pay more than 1 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 1 assignment fee shall be payable if Sponsor consents to more than 1 request.

(g) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording tax, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, for Units, the mortgage recording tax for mortgages under $500,000 is $2.05 for each $100 of principal and such tax for mortgages in the amount of $500,000 or greater is $2.175 for each $100 of principal. Of the total due, the mortgagee typically pays an amount equal to .25% of the face amount of the mortgage. In addition, there is a $30.00 exemption for residential property. 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.

The following table illustrates the projected closing costs (based on current rates) for a Unit purchased by a Purchaser at a Purchase Price of $485,000, assuming such Purchaser finances 80% (i.e., $388,000) of the purchase price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$1,459.00
Fee for recording Unit Deed (7 pages) and Unit Owner's Power of Attorney (5 pages)	210.00
Mortgage Loan Closing Costs:	
- recording mortgage (assuming 20 pages).....	175.00
- mortgage recording tax.....	6,984.00
- mortgage title insurance (if purchased simultaneously with fee title insurance)	358.00

- other bank charges (assuming "points" of 1% of mortgage amount, and appraisal fee of $500 and legal fees of $800 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	5,180.00
New York City Real Property Transfer Tax and New York State Transfer Tax	6,885.90
Working Capital Payment (approximate)	1,131.70
Closing Fee (assuming the closing occurs at the offices of Sponsor's counsel)	1,500.00
TOTAL:	$23,883.60

In addition to the above-specified costs and expenses, a mortgage on a Unit may provide that the Unit Owner deposit monthly with the lender 1/12 of the estimated annual real estate taxes and tax assessments which are assessed or to be assessed against the Unit, together with 1/12 of the annual fire and casualty insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such 1 month's real estate taxes, tax assessments and insurance premiums, or other amounts, in order that sufficient funds will be available for the lender to pay the same when due.

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

At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) 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 Purchaser's Unit. Sponsor may also collect, on behalf of the 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 the First Closing, 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 all Units) of all real estate taxes with respect to the Property to the 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 Board, real estate taxes due and payable for the tax periods in which the Units will not be separately assessed. The Board will pay such taxes either to the Department of Finance of the City of New York 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 Board will have a lien on such Unit for non-payment of Common Charges. (See the subsection "Common Charges: Collection and Lien for Non-Payment, Payment of Rent to Board" under the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" for further discussion.) At such time as a Unit is separately assessed and separately billed, its Unit Owner will pay such taxes directly to the taxing authority.

If a Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Agreement and this Plan, an amount equal to 0.04% (14.6% per annum) of the purchase price of the Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

Except as specifically set out in this Plan, Sponsor must pay all costs and expenses incurred in connection with the promulgation and consummation of this Plan, the creation of the Condominium and the initial sale of Units, including, but not limited to, all selling expenses and commissions payable to the 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 this Plan, in connection with the obligations of Sponsor. See the Section entitled "Rights and Obligations of Sponsor."

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Obligations with Respect to the Creation of the Condominium

Sponsor will bear all costs and expenses to be incurred in connection with the creation of the Condominium and the preparation, filing and distribution of this Plan. In addition, Sponsor will pay all selling expenses and brokerage commissions of the Selling Agent or other broker engaged by Sponsor. In the event that there are title encumbrances (other than Permitted Encumbrances annexed to the Agreement as Schedule A and mortgages) affecting the Property at the time of the First Closing, Sponsor shall cause such encumbrances to be cured, remedied and removed in accordance with this Plan, at its sole cost and expense, by the First Closing or within a reasonable time thereafter. The existence of any such encumbrances will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under his or her Agreement (without provision for escrow), provided that Sponsor furnishes adequate proof to Purchaser's title company that such encumbrance has been remedied or deposits a reasonable sum to secure Sponsor's obligation to cure and remedy such encumbrance subsequent to the First Closing as determined by Purchaser's title company. At Sponsor's request, the sums so deposited shall be applied towards payment of the cost of curing or remedying the title defect. If the aggregate cost and expense of curing, remedying and/or removing all such encumbrances exceeds 0.5% of the Total Purchase Price to Tenant Purchasers ($156,723.00) and Sponsor elects not to accomplish the same, Sponsor shall abandon and withdraw this Plan in accordance with the terms of the Section entitled "Effective Date."

If the Purchaser is or becomes the tenant or occupant of the Unit before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside of the Unit or did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees or workmen. Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair the same. If Sponsor or (in the event the Declaration is filed) the Board does not elect to repair the damage, the Agreement will be canceled and be of no further force or effect, unless the Purchaser agrees to accept such Unit without such repair. If the Agreement is so canceled, the Purchaser will be refunded all purchase monies paid to Sponsor unless the Purchaser is then in default thereunder (beyond the applicable grace period, if any), in which event the said purchase monies will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair the damage, the Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete such repair.

Immediately following the recording of the Declaration, all assignable service and maintenance contracts and agreements relating to the Units and/or the Common Elements will be assigned to the Board, and the Board will, on behalf of all Unit Owners, assume the same and indemnify the assignor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the Declaration was recorded.

Sponsor's Obligations with Respect to Asbestos

In accordance with the provisions of 13 NYCRR 23.7(cc) (the "Asbestos Regulations"), Sponsor has engaged a qualified firm to perform such tests as are necessary to determine whether asbestos containing material ("ACM") is present in insulating or fireproofing material anywhere in the Building. Said firm has prepared a report on ACM in the Building (the "Asbestos Report"), which indicates no presence of visible or friable ACM in the Building, other than: (i) materials which were found and

determined to contain asbestos were in the common areas public hallways floor tile; these materials were generally found to be in good condition and (ii) asbestos containing materials are believed to be present on the roof in tars, felts and papers used in roof coatings; these materials were examined visually and found to be in stable, non friable, satisfactory condition. A copy of the Asbestos Report is set forth in Part II of is Plan. Sponsor is not obligated under the provisions of the Asbestos Regulations to remove any asbestos identified in the Asbestos Report; provided, however, that Sponsor may remove ACM in its sole discretion.

Real Property Law Section 339-kk

A new subsection kk to Section 339 of the Real Property Law ("RPL"), a copy of which is set forth in Part II of this Plan, was enacted into law July 22, 1998. 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.

RPL §339-kk provides, by its terms, among other things, that with respect to unsold units of a condominium owned by a sponsor or by any other non-occupant unit owner and occupied by a tenant:

(a) If payment of common charges, assessments or late fees by any non-occupant unit owner is more than 60 days late after the expiration of any grace period within which they are due, rental 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 board has been elected by unit owners who are in occupancy of their respective units, the 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 board must notify the non-occupant Unit Owner and tenant within 3 business days and thereafter the rental payments will be payable to the non-occupant unit owner or a designated agent.

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

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

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

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

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 Board after notice from the Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Board's failure to give notice to a tenant (i.e., does failure constitute a waiver of the Condominium's rights?), or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Unit Owner is brought current in payment of common charges, assessments and late fees.

Finally, no representation is made about the tax effects of RPL §339-kk.

All prospective purchasers should review RPL §339-kk to determine its effect on their own situation.

Leasing and Use of Unsold Units

Sponsor reserves the right, prior to the date of closing title thereto, to rent or lease any Unit for such rent and term and on such other conditions as may be agreed to between Sponsor and any Purchaser who has paid the Deposit required by the Agreement. Any such lease or use and occupancy agreement will provide, however, among other things, that any uncured default by the Purchaser under the Agreement with respect to the Unit which is the subject of the lease or use and occupancy agreement will constitute a default under the lease entitling Sponsor, at its sole option, to terminate such lease or use and occupancy agreement in accordance with applicable Law. In addition, each Agreement may provide that an uncured default by the Purchaser under any lease or use and occupancy agreement with respect to the Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor, at its sole option, to terminate such Agreement and to exercise any remedies therein; provided however, that before Sponsor utilizes the default under the lease to declare a default under the Agreement, Sponsor 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 Unit.

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

Sponsor or its designee reserves the right to use or occupy itself or to rent or lease to a tenant who is not a Purchaser (for such rent and term and on such other conditions as may be agreed to between such parties) any Unit not yet conveyed and occupied or to withdraw Units from the market. Sponsor or its designee further has the right, following the expiration of the Exclusive Purchase Period, to sell occupied Units to 1 or more Non-Tenant Purchasers for investment or resale or to lease occupied units to others or to retain vacated Units for future rental. The terms of the Fee Mortgage do not obligate Sponsor to market Units for sale as they become vacant. In addition, Sponsor has the right to limit the number of Units sold to any Purchaser and to make bulk sales of Units to Sponsor's Transferee. Sponsor and Sponsor's Transferee, if any, reserve the right to rent, rather than sell, any or all of the Units as they become vacant. Sponsor's and Sponsor's Transferee, if any, right to rent, rather than sell Units once they become vacant, is unconditional and exercisable in their sole discretion. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. Because there is no commitment on the part of Sponsor and Sponsor's Transferee, if any, to sell more than the 15% of the Units needed to declare this Plan effective, owner occupants may never gain effective control and management of the Condominium and may have difficulty in financing or reselling their Units. The By-Laws do not require that after the Sponsor Control Period a majority of the members of the Board be owner-occupants of a Unit or

members of owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and nonresident owners (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, such as a purchase of a home as opposed to purchase for investment. Sponsor does not represent that it will endeavor in good faith to sell Units rather than rent them as they become vacant. Sponsor retains unconditional discretion to rent rather than sell Units.

As of the date hereof, the Fee Mortgagee will release or partially assign the lien of the Fee Mortgage with respect to each Unit as same is conveyed to Purchasers under this Plan upon payment to the Fee Mortgagee of a release equal to 125% of the Unit's pro rata share of the Fee Mortgage. As a fee, the Fee Mortgagee will charge 1% of the principal reduction amount to release each Unit (other than a bulk sale of 3 or more Units, in which case the full prepayment penalty will apply).

Sponsor and its designee reserve the right, without prior notice or amendment to this Plan, to use Unsold Units on any floor of the Building as sales and rental offices and model Units for the Building and other buildings. In the event Sponsor or its designee thereafter elects to sell any such Unsold Units, Sponsor or its designee may require the purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment or Common Element or in any advertisements with respect thereto, imply or represent that any Unit or Common Element will contain such furniture, furnishings, equipment or decorations upon delivery of the Unit to the Purchaser, unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the purchase price for such Unit.

Sponsor's Obligations with Respect to the Units and the Building

The Purchaser of a Unit 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 accordance with the terms of this Plan. As more particularly set forth elsewhere in this Plan, Sponsor is offering the Units in their "as is" condition. However, in the event Sponsor agrees, in its absolute discretion, to perform any work in a Unit, if Purchaser finds that Sponsor's work has not been completed as described in the Agreement for the Unit, then Sponsor and the Purchaser in question will agree to 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 described therein which is not specifically designated by the Purchaser on the inspection statement. A Purchaser shall receive prior notice that a Unit is available for inspection pursuant to this paragraph as more particularly set forth in the Agreement in Part II of this Plan. 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 this Plan. After the 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.

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; 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 from normal plumbing, heating, ventilating and air conditioning operation; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, and normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, or due to 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, baffles and globes; all painted surfaces; all sinks, tubs, basins and 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; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, dimensional variations in brick joints and mortar droppings on bricks; (xvi) pounding 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) tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxii) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts; or (xxiii) salting or color variation in exterior colored mortar and deep colored brick. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD THEREFOR. IF PURCHASERS OR THE 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.

To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by applicable Law to the extent they cannot be disclaimed and to the extent they have not expired by their terms) and all other implied or express warranties of any kind or character are specifically disclaimed. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins. There is no warranty as to view or light quality. Sponsor's obligation, regardless of any limitations in any warranty, cannot go below the duty to complete any construction it agrees to undertake in accordance with all applicable codes and filed plans and specifications. Sponsor has not given, and Purchaser has not relied on or bargained for, any of the foregoing warranties. In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty

or otherwise), including, without limitation, any costs associated with a Unit Owner vacating the Unit or its contents during any period of repair or alteration which Sponsor has agreed or is required to perform.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of any insubstantial variations in the description of any portion of the Building or a Unit set forth in this Plan or an Agreement which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction. Any such variation affecting the Property which is material will be disclosed in a duly filed amendment to this Plan.

General

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to any Unsold Units (for so long as Sponsor owns same) and any other obligations set forth in this Plan on the part of Sponsor to perform, the foregoing sets forth the entire extent of the obligations of Sponsor hereunder and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers under their respective Agreements. Sponsor agrees to pay all Common Charges, special assessments and real estate taxes with respect to the Unsold Units. Sponsor represents that it has the financial resources to meet its obligations with respect to the Unsold Units. Sponsor intends to meet its obligations to the Condominium through proceeds from the sale of Units and rental income from Non-Purchasing Tenants and other tenants. Sponsor makes no representations or warranties other than as set forth in this Plan. The acceptance of a deed by a Purchaser shall be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under this Plan except those (if any) which may be expressly stated in this Plan, in the Agreement, in 13 NYCRR, Part 23 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan) and in GBL Section 352-e to survive delivery of the deed. Sponsor shall not be liable for, or obligated to defend, any suits or claims with respect to any Unit arising out of any occurrence taking place on or after the date of the closing of title to such Unit or the leasing thereof to any Purchaser or, with respect to the Common Elements, arising out of any occurrence taking place on or after the date of the First Closing, except suits or claims arising out of the acts of Sponsor or the representations made by Sponsor in this Plan.

Sponsor has not furnished any bond or other security for the performance of its obligations under this Plan.

Sponsor will initially procure on behalf of the Board the insurance relating to the Condominium which is required to be maintained by the Board in accordance with the provisions of the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers") the cost of which has been reflected in the Projected Budget set forth in Schedule B. Please refer to the Section of this Plan entitled "Terms of Sale" for a discussion of Sponsor's obligations to repair damage from a casualty or other causes prior to the closing of title to a Unit.

Sponsor shall have only such obligation to defend any suit or proceeding arising out of Sponsor's acts or omissions or to indemnify the Board or Unit Owner(s) in any such action or proceeding as is required by Law.

Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer of 10 or more Units or 20% of the Units in the Condominium, whichever is less, in connection with Sponsor's liquidation of its interest in the Units, 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 and applicable Law and in the event of dissolution or liquidation, the principals of Sponsor shall guarantee the performance of such obligations.

Sponsor will have an easement through all portions of the Building, including the Units and Common Elements, as may be necessary to perform Sponsor's obligations under this Plan, including, without limitation, any obligation to perform work.

Sponsor will cause the Board to Maintain the Property in substantially the same condition and manner as on the date of presentation until Sponsor no longer controls the Board.

All representations under this Plan, all obligations pursuant to the GBL and such additional obligations under this Plan which are to be performed subsequent to the closing of each Unit will survive delivery of the deed.

CONTROL BY SPONSOR

The affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Board"). From and after the first annual meeting of Unit Owners the Board shall consist of 5 persons elected by the Unit Owners ("Board Members").

In addition to Sponsor's right to designate Board Members, Sponsor shall have the right to vote all of the Common Interests attributable to Units owned by Sponsor for the Board Members not affiliated with Sponsor in any election for Board Members. At all elections held during the period ending on the earlier of (i) the closing of title with Purchasers under this Plan to Units having more than 50% of the aggregate Common Interests appertaining to all Units, or (ii) 5 years after the First Closing (the "Sponsor Control Period"), Sponsor may control the Board.

After the expiration of the Sponsor Control Period, Sponsor (or its designees) shall have the right to designate the following minimum number of Board Members: (a) 2 Board Members, for so long as the Common Interests attributable to the Unsold Units equal, in the aggregate, more than 15% of the Common Interests of all Units; and (b) 1 Board Member, for so long as Sponsor (or its designees) owns at least 1 Unsold Unit. In addition to Sponsor (or its designees) designating the aforesaid number of Board Members, Sponsor (or its designees) may cast its votes for individuals nominated to be Board Members who are not nominated or designated by Sponsor (or its designees), which individuals, if elected, shall not be deemed to be Sponsor's (or its designees') nominees or designees and shall not be deemed to cause Sponsor to control the Board.

Notwithstanding anything to the contrary set forth above, Sponsor will not exercise veto power over expenses described in Schedule B, or over expenses required (i) to comply with applicable Laws, (ii) to remedy any notice of violation or (iii) to remedy any work order by an insurer. Sponsor may exercise veto power over other expenses as more fully described below.

The Condominium, without the consent of Sponsor, may not reduce or eliminate any services provided to Non-Purchasing Tenants under the Rent Laws or their tenancies or as may be otherwise required by Law.

Within 30 days after the Sponsor Control Period, the applicable number of Board Members who were designated by Sponsor shall resign and Sponsor shall call a meeting of Unit Owners to elect a new Board.

Nothing contained herein shall be deemed to limit the right of Sponsor to cast its votes for individuals nominated to the 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 Board after the Sponsor Control Period.

The number of members of the Board may not be increased from the numbers described in this Section, without the consent of Sponsor (or its designees) as owner of the Unsold Units, for so long as there remain 2 Unsold Units.

Sponsor will, for any period in which it controls the Board, have control of the Maintenance and operation of, and the services to be provided by, the Condominium and will determine the Common Charges to be paid by all Unit Owners.

The Board shall initially consist of 4 persons designated by Sponsor. The Board will call for a special meeting of the Unit Owners to elect a new Board (the "First Annual Meeting") no later than 1 year after the First Closing unless more than 50% of the Units are sold, in which case the First Annual Meeting

will be called within 30 days after the sale of 50% of the Units. The First Annual Meeting shall be held not less than 10 days nor more than 40 days after the sending of the notice. Commencing with the First Annual Meeting, the Board shall consist of 5 individuals.

So long as Sponsor continues to own at least 25% in aggregate Common Interests in Units, but in no event later than 5 years after the First Closing, whichever shall first occur, the Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit, (b) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, (c) increase or decrease the number, or change the kind of employees referred to in this Plan, (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in this Plan, except as is required to reflect normal annual increases in operating services, (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 items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Board to (i) comply with Laws, rules or regulations of any governmental authority having jurisdiction over the Condominium; (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer.

BOARD OF MANAGERS

The affairs of the Condominium shall be governed by the Board. On or before the date which is 1 year after the First Closing, the Board will call for the First Annual Meeting of Unit Owners, such meeting to be held not less than 10 days nor more than 40 days after such date unless more than 50% of the Units are sold, in which case the First Annual Meeting will be called within 30 days after the sale of 50% of the Units. At the First Annual Meeting, the incumbent Board shall resign and the Unit Owners shall elect a new Board consisting of 5 members, subject to the rights of Sponsor (or its designees) to designate members. (See the Section entitled "Control by Sponsor.") Thereafter, at each annual meeting, Board Members shall be elected and shall serve until the next annual meeting thereof and until successors have been elected and qualified.

Except for Board Members designated (or nominated and elected) by Sponsor or its designee, all Board Members must be either Unit Owners or certain parties (e.g., directors, shareholders of Unit Owners) as described in the By-Laws. No Board Member shall continue to serve on the Board if, during such Unit Owner's term of office, said member shall cease to be a Unit Owner or an interested party. All Board members shall serve without compensation.

The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. As more fully set forth in the By-Laws, all determinations required to be made by the Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Annual meetings of Unit Owners shall be held within approximately 30 days of each anniversary of the First Annual Meeting. At such meetings, the Unit Owners shall elect the 5 Board Members, subject to any rights of Sponsor (or its designees) to designate Board Members, and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Board shall mail a notice of each annual or special meeting of the Condominium to all Unit Owners of record. The notice, which will generally be given at least 10 days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than 50% 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.

In all elections for the Board, each Unit Owner (or such Unit Owner's proxy) entitled to vote (including Sponsor with respect to Units owned by Sponsor or its designee) shall be entitled to cast the total of votes equal to: (i) 1 vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit, (ii) multiplied by the number of members to be elected to the Board; and to cast the votes represented by the product obtained by multiplying (i) by (ii) for a single member or distribute them among the number of members to be voted for, or any 2 or more of them, as he may see fit.

The principal officers of the Board shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The initial members of the Board shall be Joel Wiener, who shall serve as President and Treasury of the Board, Adam Kaplan, who shall serve as Vice President, Darren Landy, who shall serve as Secretary and Elyse Ciarleglio, who shall serve as Assistant Secretary. Each of these individuals is a principal of or is affiliated with Sponsor or its principals. The Board may appoint additional officers. No officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of the Board are to be executed by any officer thereof or by such other person or persons as may be designated by the Board.

The term of office of the members of the Board shall be for 1 year or until their successors are elected. Members of the Board shall serve without compensation. Any member of the 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 Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A member of the 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 Board Members designated (or nominated and elected) by Sponsor may only be removed with cause and replaced by another Sponsor designee. No member of the Board shall continue to serve on the 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 Section 2.1 of the By-Laws; provided, however, that this provision respecting Unit ownership and Board membership shall not apply to members of the Board designated (or nominated and elected) by Sponsor or its designee. Any Board Member who is designated (or nominated and elected) as such by Sponsor (or its designee) may be removed by Sponsor at any time, with or without cause, and the party making such removal shall have the right to designate the replacement for such member.

Upon the affirmative vote of a majority of the members of the Board, any officer (other than an officer designated (or nominated and elected) by Sponsor or its designee) may be removed with or without cause. A successor officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

The By-Laws provide that to the extent permitted by applicable Law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the 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). Board members shall have no liability to Unit Owners except that a Board member shall be liable for such Board member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct.

Generally, subject to certain exceptions concerning, among other things, Sponsor and Unsold Units, and provided that required consents of the 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 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

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 its designee 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 or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the owner of any Unsold Unit, or otherwise adversely affecting Sponsor or its designee 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 affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Unit.

As more particularly set forth in the Special Risk Section and the Section of this Plan entitled "Rights and Obligations of Sponsor," it is possible that a significant portion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Unit Owners. Because there is no commitment on the part of Sponsor to sell more than 15% of the Units (i.e., 9 Units), as needed to declare this Plan effective, owner-occupants may never gain effective control and management of the Condominium and may have difficulty in financing or reselling their Units. The By-Laws do not require that after the Sponsor Control Period a majority of the members of the Board be owner-occupants of a Unit or members of owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and nonresident owners (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, such as a purchase of a home as opposed to purchase for investment.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sales and Leases of Units

Each Unit Owner may sell or lease such Unit Owner's Unit provided such Unit Owner (the "Transferor") first gives the Board notice of such Unit Owner's intention to sell or lease such Unit and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective purchaser or lessee, as more specifically provided in Article 8 of the By-Laws. If the Board does not elect to purchase or lease the Unit within 30 days after receipt of the offering Unit Owner's notice, the Transferor will have an additional 60 days to enter into a written agreement with the prospective purchaser or lessee, as the case may be, embodying the terms set forth in said notice. In the event such written agreement is not executed by the Transferor within said 60 day period or such sale or lease is not consummated within an additional 60 days following the expiration of said 60 day period, the Transferor will be required to again first offer the same to the Board, provided that the Board shall be entitled to waive, or to permit an extension of, either or both of such 60 day periods. Any such deed given by a Transferor shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with the By-Laws and shall provide that it may not be materially modified, amended or extended without the prior consent in writing of the Board, that the tenant shall not assign the lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board, and that the Board, if permitted by applicable Law, shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. The form of any such lease shall be a printed, reasonably applicable form of lease approved by the Board which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws. Any lease entered into with a Unit Owner, as landlord, should not be subject to state or local rent laws with respect to rent or other terms but will be subject to laws applicable to all rental leases in the State and City of New York such as requirements regarding warranties of habitability. Purchasers should refer to their own attorneys for guidance regarding their rights and obligations as a landlord under a lease for a Unit.

Any purported sale or lease of a Unit in violation of the By-Laws shall be voidable at the election of the Board.

In the event the Board exercises its right to purchase a Unit, the Board shall utilize available funds in the Working Capital Fund or shall make a special assessment for such purpose. With respect to the right of first refusal, the Board 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. Please see "Units Acquired by Board" in this Section of this Plan for further details regarding Units acquired or leased by the Board.

A Unit Owner may lease, sell or convey the Unit to a spouse, life partner, adult child or grandchild, parent, grandparent or adult sibling, may convey such Unit Owner's Unit by gift, may devise such Unit Owner's Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Unit Owner shall be bound by, and such Unit Owner's Unit shall be subject to, the preceding restrictions. In addition, any Unit Owner may lease, sell or convey the Unit to a related or controlled individual or entity, as more particularly set forth in the By-Laws. At present, a lease entered into by a Unit Owner purchasing under this Plan is not subject to legal limitations on the amount of rent which can be charged but such lease will be subject to various state and

local laws governing tenancies (e.g., warranty of habitability). Purchasers are advised to consult with their own attorneys regarding the legal ramifications of leasing a Unit.

The restrictions upon the sale and lease of Units shall not apply to Sponsor or its designee with respect to any Unsold Units and 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 Board.

A Unit Owner may only sell or lease such Unit Owner's entire Unit. In addition, each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, such Unit Owner's undivided interest in (a) the Common Elements, (b) any Unit or Units acquired by the Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof and (c) any other assets of the Condominium. No part of the Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

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

Notwithstanding anything contained herein to the contrary, prior to the closing of title to a Unit, the Agreement prohibits a Non-Tenant Purchaser from listing such Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent.

Use of Units

Units shall be used only as a residence (except as described below). The Board may, in its sole discretion, permit a Unit to be used for other purposes provided such use is permitted by Law, does not violate the then existing certificate of occupancy and complies with all applicable governmental regulations.

Notwithstanding the preceding paragraph, Sponsor or its designee may, without the permission of the Board (a) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, including, without limitation, use as a long or short term rental, timeshare or other use, provided such use is permitted by Law, does not violate the then existing certificate of occupancy, and the user of such Unit complies with all applicable governmental regulations with respect to such use, and (b) retain ownership of 1 or more Units for use as models and sales, rental and/or promotion offices in connection with the sale or rental of other Units in the Condominium or in buildings in which principals of Sponsor may have an interest.

Each Unit Owner shall notify the Managing Agent in writing when a child or children under the age of 10 years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall Maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Law and in no event without full knowledge of the Managing Agent.

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 five hundred (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 4 persons. 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 Board or by Sponsor or its designee, as more particularly provided in the By-Laws.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Condominium or any portion thereof. All valid Laws of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owners or the Board, whoever or whichever shall have the obligation to Maintain or repair such portion of the Property.

No "For Sale," "For Rent," "For Lease" sign, or any other sign evidencing a similar purpose, or other window display or advertising shall be maintained or permitted in any Unit, except that these sign restrictions shall not apply with respect to Unsold Units.

No awnings, air conditioning equipment or ventilators shall be installed or modified in or on the Building or the Property without prior written approval of the Board. No radio or television aerial, satellites or other similar device shall be erected by Unit Owners on the roof or exterior walls or windows of the Building or on the Property. The foregoing restrictions shall not apply with respect to Sponsor (or its designees) or Unsold Units.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Unit without the written consent of the Board or the Managing Agent. In no event will a Unit Owner be entitled to maintain more than 2 pets in any Unit without the written consent of the Board. Each Unit Owner who keeps any type of pet in such Unit Owner's Unit will be required to abide by any and all reasonable Rules and Regulations of the Board adopted with respect thereto and may be required to enter into an agreement with the Board governing the maintenance of such pets and indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from the acts of such pet.

Each Unit Owner shall keep such Unit Owner's Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to Maintain and keep in good order and repair such Unit Owner's Unit in accordance with the provisions of the By-Laws and the rules and regulations of municipal departments or agencies having jurisdiction thereof. The Rules and Regulations concerning the use of Units may be amended from time to time by the Board in accordance with the By-Laws provided that copies thereof are furnished to Unit Owners prior to the time that they become effective (except that no amendment thereof affecting the Unsold Units may be made unless agreed to by Sponsor or its designee). 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

Each Unit Owner may mortgage such Unit Owner's Unit, provided that the conditions with respect thereto set forth in the By-Laws are 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 customarily used by lenders making loans secured by individual Units, (b) the Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the owner making such mortgage first satisfies all unpaid liens against such Unit Owner's Unit, other than Permitted Mortgages.

In certain instances the consent of the Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than 3 Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor or its

designee, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

Common Charges: Determination and Assessment

Common Expenses, which are payable by 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 Board. The respective Common Interests of each Unit, as estimated by Sponsor, 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. Common Expenses include, among other things, all costs and expenses (including the payment of wages) in connection with the Maintenance and operation of the Common Elements and Limited Common Elements. Common Expenses may include amounts for certain other items as the Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Board of any Unit.

Each Agreement will contain a provision whereby the Non-Tenant Purchaser of a Unit occupied by another irrevocably appoints the then Managing Agent of the Building (which Managing Agent may be replaced from time to time by the Board) as his, her or its agent, coupled with an interest, to provide, for the account and at the expense of the Non-Tenant Purchaser, all services and facilities required by Law on a non-discriminatory basis, to the Non-Purchasing Tenant who has a right to occupy the relevant Unit until such time as said right to occupy terminates. In addition, each Non-Tenant Purchaser of a Unit occupied by another agrees: (a) to deposit with the Managing Agent at the closing of title to the Unit, an amount equal to not less than the greater of (i) 2 months' Common Charges or (ii) 2 months' rent for such Unit to be used as working capital to furnish such services and facilities, and (b) upon written notice by the Managing Agent that the deposit has been diminished, to replenish such fund within a 30 day period. In the event such Non-Tenant Purchaser fails to so replenish such fund, the Board will have a lien against the Unit Owner's Unit in accordance with the By-Laws. Sponsor shall guarantee the obligation of the Managing Agent to provide such services and facilities until such time as Sponsor surrenders control of the Board. Each Non-Tenant Purchaser of a Unit occupied by another will be required to indemnify Sponsor for all costs expended by Sponsor on such Non-Tenant Purchaser's behalf. The foregoing obligations of a Non-Tenant Purchaser do not apply to Sponsor.

Common Expenses which include, among other things, the costs and expenses (including the payment of wages) in connection with the Maintenance and operation of, and any alteration, addition or improvement to, the Common Elements and certain other expenses common to all Unit Owners, such as premiums for insurance covering the Building, Managing Agent fees and legal and accounting fees, will be determined by the Board. The Board will allocate such expenses among the Unit Owners in accordance with their respective Common Interests.

At least annually, the Board will prepare a budget for Common Expenses and will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Board, Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien for Non-Payment; Payment of Rent to Board

Under the provisions of the By-Laws, the Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by applicable Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the City Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until 6 year from the date of filing (unless foreclosure of such lien is started within such 6 year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the 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 Board to recover unpaid Common Charges without foreclosing such lien.

No Unit Owner may exempt such Unit Owner from liability for such Unit Owner's Common Charges by waiving use of any of Common Elements or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property or the degree to which the construction in the Building shall have been complete shall not be grounds for a Unit Owner withholding or failure to pay all or any portion of the Common Charges or any other assessments. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by such Unit Owner 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 Board and complying with certain conditions in connection therewith, exempt such Unit Owner from Common Charges thereafter accruing.

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 permissible sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to a statement (an "Estoppel Letter") from the Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the 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 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 Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

RPL §339-kk, a copy of which is set forth in Part II of this Plan, was enacted into law July 22, 1998. 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. Please refer to the Section of this Plan entitled "Rights and Obligations of Sponsor" under the subsection entitled "Real Property Law Section 339-kk" for further details.

RPL §339-jj-Borrowing by Condominium

A new subsection jj to Section 339 of the RPL was enacted into law on August 26, 1997 and authorizes the Board to incur debt provided that such debt (a) is incurred no earlier than the 5th 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 Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating and routine Maintenance, (a) in or to any Unit (other than to the Common Elements included therein and the Resident Manager's Unit), including any Limited Common Elements and any individual heating and cooling systems and the interior side of entrance doors thereto, will be made by the owner of such Unit at such Unit Owner's sole cost and expense, and (b) in or to the Common Elements (including the Resident Manager's Unit) will be made by the Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense.

As set forth in the By-Laws, the interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted and interior glass surfaces are to be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense. The exterior glass surface of all windows may, at the option of the Board, be washed and cleaned by the Board and the cost thereof shall be a Common Expense. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Board at the sole cost and expense of the Unit Owner of such Unit (unless such breakage is caused by the Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Board or such Unit Owner). No replacement, modification or alteration may be made to or of the windows (other than replacement of the window panes) without the consent of the Board.

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in good condition (and with respect to the roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water which will cause damage to the Building) by the Unit Owner or the Board, whichever is responsible for the Maintenance thereof. In the event any Unit Owner fails to keep such Unit Owner's Unit in such condition, the Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the Section of this Plan entitled "Rights of Access.") A Unit Owner shall not permit excessive noise or vibrations to emanate from the Unit.

The By-Laws further require that those public or other areas of the Building exposed to public view that are required to be Maintained by each Unit Owner or the Board, be kept in good appearance by such Unit Owner or the Board.

In addition, the Rules and Regulations require that at least 80% of the floor area of Units (except for kitchens, pantries, bathrooms, closets and foyers) be covered with rugs, carpeting or equally effective noise-reducing material.

Alterations and Improvements of Units and Common Elements

No Unit Owner may make any structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Board but, as more fully set forth in the By-

Laws, this provision does not apply to an Unsold Unit. The Board may impose fees upon such Unit Owner to reimburse the Condominium for costs incurred in connection with the review or supervision of such Unit Owner's work.

Prior to, and as a condition of, the granting of its consent to the making of an alteration, addition, improvement or repair in or to a Unit, the Board shall have the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. In addition, the Board will have the right, as a condition to approving a Unit Owner's request to renovate kitchens and bathrooms, to require such Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Unit or to contribute to the Condominium the sum necessary to enable the Condominium to perform such replacements.

Any contractor performing work shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

The Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to a contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. Under the terms of the By-Laws, Sponsor and its designee are authorized on behalf of the 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 and its designee are 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 Board, if requested by Sponsor or its designee, 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. "Required Documentation" refers to such applications, permits, certifications, affidavits, forms, agreements, acknowledgments or other documents that may be required to enable Sponsor to exercise its rights or obligations under this Plan or the Declaration and the By-Laws, including, without limitation, Sponsor's right to undertake, perform and complete any work to the Unsold Units and Common Elements.

Local Law 1 of 2004

The use of lead paint has been banned since 1960. Any housing built before 1978, however, may contain lead based paint. A landlord's obligations as they relate to determining the existence and remediation of lead paint in residences classified as multiple dwellings and located in New York City are governed by the New York Childhood Lead Poisoning Prevention Act of 2003, also know as Local Law 1 of 2004. This law replaced Local Law 1 of 1982, as well as Local Law 38 of 1999, which previously had been struck down by the New York State Court of Appeals. Under existing law, landlords must inspect every apartment occupied by a child under the age of 6 for conditions that may cause lead exposure, and if found, correct them. Landlords must verify whether a child under the age of 6 resides in an apartment and if so, conduct an inspection at least annually, and more often if necessary, for lead paint hazards. The landlord is required to investigate the circumstances if any tenant does not respond to the inquiry as to the presence of children. Landlords must look for peeling paint, evidence of friction or chipping, and underlying conditions that may cause paint to peel, and promptly correct any hazard. The landlord has a

duty under the law to inspect the apartment as well as all common areas for the presence of lead-based paint hazards, and to remove or cover all lead paint on friction surfaces and to replace window slides and panes on friction surfaces containing lead paint. Landlords must provide written notice to the tenant of the landlord's obligation to inspect for and repair lead-paint hazards and the tenant's obligation to provide access to their apartment. The obligations under Local Law 1 of 2004 apply to a unit owner who purchases an occupied unit, as well as to a unit which was vacant but becomes occupied by a tenant subsequent to its purchase. Sponsor makes no representation regarding the scope or nature of any future enactments regarding lead-based paint or whether Local Law 1 of 2004 will be further modified and enacted 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 all environmental laws, including, without limitation, requiring the removal or abatement of asbestos containing material or lead-based paint.

Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Based upon the age of the Building, it is likely that there is lead-based paint or lead-based paint hazards in the Building, however, except as may be set forth in the Architect's Report, 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.

Rights of Access

As more fully set forth in the By-Laws, the Board and any managing agents, managers, superintendents, Resident Manager and other persons authorized by the Board, will have a right of access to any Unit for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in this Plan, the Declaration or as may be required by Law, provided that requests for entry (except in Emergency situations) are made in advance and that any such entry (except in Emergency situations) is at a time reasonably convenient to the Unit Owner and the tenants of any Unit. In case of an Emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. Sponsor shall have a right of access to any Unit for the purpose of performing its obligations under this Plan.

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

Each Unit Owner must strictly comply with the provisions of the Declaration, the By-Laws and the Rules and Regulations. Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by Law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the City Register's Office.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Board with respect to any damage to or destruction of the Common Elements, will, except as set forth below, arrange for the prompt repair and restoration thereof.

If there is damage or destruction by fire or other casualty to the Common Elements and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all 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.

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 Board under the Declaration and By-Laws. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be charged to the defaulting Unit Owner as a Special Assessment.

If 3/4 or more of the Building is destroyed or substantially damaged and if 75% or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds such amounts as may be necessary to discharge all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Board shall be payable to the Board 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 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.

Insurance

The 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 Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit), together with all service

machinery contained therein and covering the interests of the Condominium, 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); (b) rent insurance in an amount equal to Common Charges for 1 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 Board; (f) water damage insurance to the extent, if any, determined by the Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering the Board and all officers, directors and employees of the Condominium; (i) directors and officers liability coverage; and (j) such other insurance as the Board may determine. Each Unit Owner shall be an additional insured.

The fire 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.

The amount of fire insurance and all risk extended coverage to be maintained until the first Board meeting following the First Annual Meeting of Unit Owners shall be in at least the sum set forth in Schedule B.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least 10 days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees.

The Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, covering (1) the Board, the Managing Agent or agents thereof, each Board member and each officer and employee of the Condominium and (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 Board shall review such limits not less than once each year. Until the first meeting of the 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 coverage for cross-liability claims of 1 insured against another. Any insurance maintained by the Board may provide for such deductible amounts as the Board determines. The premiums for all insurance referred to above shall be a Common Expense.

The Board is not required to obtain or maintain any insurance with respect to the Units or Storage Lockers or any personal property contained in a Unit or Storage Locker. Pursuant to the By-Laws, each Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon or from the Unit or any part thereof with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any 1 occurrence, including $1,000,000 for damage to property, 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). The policies shall provide that they cannot be canceled without at least 30 days' prior notice to the Board. The limits of liability set forth in (a) and (b) above may be increased by the Board from time to time. In the event a Unit Owner fails to obtain the requisite

insurance or deliver evidence of same to the Board, as required, the 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 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

Every contract made by the 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 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 (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) to the extent permitted by Law, unless otherwise determined by the Board in its sole and absolute discretion, such Unit Owner's interest in such Unit Owner's Unit and its appurtenant Common Interest. To the extent permitted by applicable Law, Board members shall have no liability to Unit Owners except that a 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 Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Board may contract or effect any transaction with any Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

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 80% 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 Mortgage Representatives, if any, and (b) Sponsor, until such time as Sponsor and its designees have conveyed title to all Units, provided that in no event shall Sponsor's consent be required more than 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 the Board

All Units acquired or leased by the Board or its designees shall be held by the 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 Board shall carry any voting rights.

The purchase of any Unit by the Board or its designees, on behalf of the Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Board. If the funds in such accounts are insufficient to effectuate any such purchase, the 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 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 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 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 the 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 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 Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings. The Unit Owners will have the right to commence certiorari proceedings on their own at their sole cost and expense.

Mechanics' Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements or Limited Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only 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 Common Elements or Limited Common Elements shall be the basis for a lien thereon but all Common Charges received by the Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Board or the Managing Agent for the Common Elements or the Limited Common Elements

Easements and Name of Condominium

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 Board. These easements, which are more particular any 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 normal conduct of business of the tenants and occupants of the Units or with the use of the Units for their permitted purposes. Sponsor shall have an easement, and the right to grant easements to 1 or more third parties, to erect and Maintain lights and lighting fixtures and to erect and Maintain satellite communication equipment and similar equipment, as permitted by Law, on the roofs and Facade of the Property and elsewhere on the Common Elements which shall entitle Sponsor to utilize such easement for its own account or the account of any licensee of Sponsor for the purpose of servicing the Condominium or any other building or area. In addition, Sponsor and its designees shall have an easement to Maintain any signs, awnings, canopies, banners, flags, pennants, aerials, antennas or the like permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

As set forth in the Declaration, the Condominium and the Building shall be designated and known as the "The Irvin Condominium". Any and all rights and interests appurtenant to such name, if same exist, are owned and controlled by Sponsor. Similarly, any and all obligations and liabilities appurtenant to such name shall be the sole responsibility and obligation of Sponsor. For so long as Sponsor owns any Units in the Building only Sponsor shall have the right to change the name of the Condominium and/or the Building, and such right may be exercised by Sponsor at any time without the vote or consent of the Board or any Unit Owner. 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 and By-Laws

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of this Plan. A prospective Purchaser should read this Plan in its entirety including the Declaration and By-Laws.

REAL ESTATE TAXES

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 Unit Owner shall pay to the Board as Common Charges such Unit Owner's pro rata share (in the proportion that such Unit Owner's Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property.

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 in a property's assessed valuation due to changes in its market value are to be phased in over 5 years in equal annual increments of 20%. Any further increase in the assessed value during such 5 year period resulting from a still higher market value is to be similarly phased in over an additional 5 year period from the date of such increase. The full increased assessed value targeted to be paid at the end of 5 years is called the "actual assessed valuation." The amount of such assessed value on which taxes are computed each year is called the "transitional assessed valuation." The assessed valuations and tax rates for the 2010/2011, 2011/2012 and 2012/2013 tax years are as follows:

Tax Year	2010/2011	2011/2012	2012/2013
Transitional Assessment	$2,068,200	$2,369,250	$2,443,300
Actual Assessment	$2,457,000	$2,918,250	$2,823,750
Taxes Based On	$2,068,200	$2,369,250	$2,443,300
Tax Rate Per $100	13.353	13.433	13.433
Taxes Payable	$276,167	$318,261	$328,208

The New York City real estate taxes for the Units for the 1st year of Condominium operation following the First Closing, which have been estimated by Sponsor to be approximately $354,230, are based upon (i) an estimated transitional assessed valuation of the Property of $2,643,550 for the 2013/2014 fiscal year and an estimated transitional assessed valuation of the Property of $2,731,300 for the 2014/2015 fiscal year, with any increases in the Property's assessed valuation from prior years phased in over 5 years in equal annual increments of 20%, and (ii) a tax rate of $13.181 per $100 of assessed valuation for the Units. The estimated tax rate for the fiscal year of 2014/2015 does not assume any increase in the current tax rate.

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 5 year phase-in period, (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, (b) the method of determining the assessed valuation or (c) the amount of any increase or decrease in the assessed valuation of the Property. 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.

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 1 parcel.

The estimated real estate taxes for each Unit for the first year of Condominium operation following the First Closing assumes that the amount of real estate taxes payable with respect to each Unit will be levied in the proportion that its Common Interest bears to the Common Interests of all Units as set forth on Schedule A. There is no assurance that the New York City taxing authority will allocate taxes among Units in proportion to their respective Common Interests. Accordingly, owners of Units having the same or similar purchase prices may pay different amounts of real estate taxes. Until the Units are separately assessed, the Board will pay all real estate taxes with respect to the Property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest.

The Property is not subject to a partial abatement from real estate taxes pursuant to Section 11 243 of the Administrative Code of the City of New York (formerly Section J 51 2.5 of the Administrative Code.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE UNITS OR THE TAX RATE APPLICABLE THERETO IS ACCURATE OR WILL NOT BE CHANGED.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) regarding the method of allocating real estate taxes which will be employed by the New York City tax assessor; (ii) of the assessed value of the Units during the first year of Condominium Operation, or (iii) of the tax rates in effect during the first year of Condominium operation.

The By-Laws provide that the Condominium 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 Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

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 Pryor Cashman LLP, counsel to Sponsor, a copy of which is set forth in Part I of this Plan.

PRYOR CASHMAN LLP IS COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT SUCH UNIT OWNER'S OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF UNIT OWNERSHIP UNDER THIS PLAN. TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT (A) ANY FEDERAL TAX ADVICE CONTAINED HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE; (B) THE ADVICE IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTION OR THE MATTERS ADDRESSED HEREIN; AND (C) A TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Deductibility of Mortgage Interest and Real Estate Taxes

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. 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.

It is the opinion of Pryor Cashman LLP that a Unit Owner who uses such Unit Owner's Unit as a personal residence and itemizes such Unit Owner's deductions will, 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 in the year of accrual 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 (i) secured debt used to acquire or substantially improve a principal or 2nd residence (up to a total indebtedness of $1,000,000), plus (ii) other debt (not in excess of $100,000) secured by a principal or 2nd residence. Interest on home mortgage debt in excess of those limitations is not deductible. Special limitations also apply with respect to the deductibility of points and other prepaid interest, if any, on the mortgage debt and the overall allowance of itemized deductions.

Taxation of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association," under Section 528 of the Internal Revenue Code, which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income in connection with the provision of laundry facilities, and interest earned on any reserve funds (less expenses directly connected with the production or such income). Schedule B - Budget for the First

Year of Condominium Operation, does not contemplate any substantial income which might be taxable and accordingly does not budget any amounts for taxes for non-membership or membership income.

Sponsor anticipates that the Condominium will qualify as a homeowners association. Assuming the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the Law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the non-membership, 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. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification.

The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in 1 year it may nevertheless qualify in 1 or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and 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 Pryor Cashman LLP, as counsel to Sponsor, bases its opinion, will not change. In no event will Sponsor, Pryor Cashman 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 gives any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under this Plan, and no one has been authorized to give any warranties.

ATTORNEY'S INCOME TAX OPINION

PRYOR CASHMAN LLP

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August 1, 2013

West 30th Realty LLC
One Penn Plaza, Suite 4000
New York, NY 10119

Re: 308-312 West 30th Street
Manhattan, Section 3, Block 753, Lot 48

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 City who purchase the offered Units for their own residential use pursuant to the Condominium Offering Plan (the "Plan") for The Irvin Condominium (the "Condominium"), 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 Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences of (i) ownership of any Unsold Units or any Unit that is used for commercial or mixed residential/commercial purposes, or (ii) any rebates or other payments that may be made, or benefits provided, to owners of 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 Units will acquire their Units and that the relevant facts are as set forth therein.

We understand that pursuant to the Plan, the purchaser of a Unit will receive legal title in fee simple to his or her 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 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 and subject to the next sentence, it is our opinion that an owner of a Unit who itemizes deductions and who uses his or her 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 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 Units should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes.

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 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 (a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which (i) is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt) ("acquisition indebtedness"), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return), or (ii) is any indebtedness other than acquisition indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period. Accordingly, an owner of a Unit who itemizes deductions and uses his or her 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 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 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 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 Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on any overall limitation on the allowance of itemized deductions.

Each owner of a Unit who uses his or her 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 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 50% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their 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 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 funds and any amounts received from persons who are not owners of a Unit (less expenses directly connected with the production of such income).

To qualify as a homeowners association, the Condominium may elect to be treated as a homeowners association for each year that it meets 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) 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), (3) at least 60% of its gross income for the taxable year must consist solely of amounts received as membership dues, fees or assessments from Unit Owners, (4) 90% or more of its expenditures for the taxable year must be made for the acquisition, construction, management, maintenance and care of association property, and (5) 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 of the Code 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 upon the foregoing and assuming (i) the Plan becomes effective during the taxable year ending December 31, 2014 (the "2014 Taxable Year"), (ii) the actual gross income and expenditures of the Condominium for the 2014 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, (iii) the Condominium otherwise operates in accordance with the terms of the Plan and the Plan Documents, (iv) at least 85% of the total square footage of all Units of the Condominium will be used by individuals for residential purposes, and (v) there are no changes in the facts 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 2014 Taxable Year.

Absent the application of Code Section 528, the present state of Federal income tax 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 but there is no authority addressing the application of those entity classification regulations to condominium associations. Because the By-Laws of the Condominium provide that the Board will act as the agent of the Unit Owners represented by such Board, the Board may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include, among other things, interest or similar income earned from interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses incurred in earning such income. For this purpose, the Common Charges should not be considered income earned by the Condominium with respect to the Unit Owners. If, however, the Condominium is considered a separate entity it may be taxable as a partnership or corporation for Federal income tax purposes. Under the entity classification regulations, the Condominium would be able to elect to be treated as a corporation for Federal income tax purposes if it files Form 8832 with the Internal Revenue Service within 75 days of its formation. If such election is not made, then the Condominium would be treated as a partnership for Federal income tax purposes if it is considered a separate entity. If the Condominium is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax. If the Condominium 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 would generally be passed through to the Unit

Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference Federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not elect to be treated 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 on its entire income (less expenses properly allocable to such income), unless it were eligible for and elected treatment under Section 528 of the Code as a homeowners association.

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We express no views as to any Federal, New York State or New York City tax consequences other than those explicitly discussed in this opinion, or as to the tax status or tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. Moreover, this opinion, while based on existing rules of law applied to the facts and documents referred to above, is not binding on the IRS or any court. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will Sponsor, Pryor Cashman LLP, the 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 IRS rulings on which we have relied which cause the owners of 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.

This opinion is intended solely for your benefit in connection with the transactions contemplated hereby and may not be relied upon by any other person or entity or for any other purpose without our prior written consent. We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan. This opinion is given as of the date hereof and we assume no obligation to advise you of changes that may hereafter be brought to our attention.

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT (A) ANY FEDERAL TAX ADVICE CONTAINED HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE; (B) THE ADVICE IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTION OR THE MATTERS ADDRESSED HEREIN; AND (C) A TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Very truly yours,

PRYOR CASHMAN LLP

RESERVE FUND

The New York City Council enacted Local Law No. 70 which amends Chapter 51 of the Administrative Code of the City of New York (the "Reserve Fund Law"), the full text of which is set forth in Part II of this Plan. The Reserve Fund Law requires the sponsor of an offering plan for the conversion of a building from rental to condominium status to establish a reserve fund (the "Reserve Fund") to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such building. The Reserve Fund shall be in addition to the Working Capital Fund to be funded at each Closing by Purchasers.

Sponsor shall, within 30 days after the First Closing, establish and transfer to the Board a Reserve Fund in an amount equal to either:

(i) 3% of the sum of the cost of all Units offered for sale pursuant to this Plan at the last price which was offered to tenants in occupancy of the Building prior to the effective date of this Plan regardless of the number of sales made (the "Total Price"), or

(ii) (A) 3% of the actual sales prices of all Units offered for sale pursuant to this Plan which are sold by Sponsor at the effective date of this Plan; provided, however, that if such amount is less than 1% of the Total Price, then the Reserve Fund shall be established as a minimum of 1% of the Total Price; plus

(B) supplemental contributions to be made by Sponsor at a rate of 3% of the actual sales price of Units for each Unit offered for sale under this Plan held by Sponsor and sold to bona fide purchasers subsequent to the effective date of this Plan and within 5 years of the First Closing notwithstanding that the total amount contributed may exceed 3% of the Total Price; and provided, further, that if 5 years from 30 days after the First Closing, the total contributions by Sponsor to the Reserve Fund are less than 3% of the Total Price, Sponsor shall pay the difference between the amount contributed and 3% of the Total Price. The supplemental contributions made under this subparagraph (B) shall be made within 30 days of each sale of a Unit under this Plan.

The Reserve Fund may not be reduced by closing adjustments but Sponsor is entitled to take a credit against the Reserve Fund for the actual cost of capital replacements performed in the Building after this Plan is submitted for filing to the Department of Law and before this Plan is declared effective. Sponsor may engage 1 or more contractors to perform some qualifying work. Please refer to the Section of this Plan entitled "Sponsor's Statement of Building Condition" for a discussion of certain conditions which exist at the Property that warrant repair and remediation (with an estimated cost of approximately $500 per apartment related to wiring and circuitry) and a possible credit against the Reserve Fund. Such credit may not exceed the lesser of the actual cost of the capital replacements or 1% of the Total Price.

The exact amount of the Reserve Fund under the Reserve Fund Law cannot be determined until the First Closing since it depends on which option Sponsor chooses under the Reserve Fund Law. Under no circumstances will the Reserve Fund be less than 2% of the Total Price. No Purchaser will be entitled to rescind his or her Agreement solely because the actual amount of the Reserve Fund is less than the estimated amount.

The Reserve Fund Law also requires Sponsor not later than the 30th day following the Filing Date of this Plan and until the First Closing to post and maintain in a prominent place accessible to all

tenants in the Building a list of all violations of record against the Building as determined by the Department of Buildings and the Department of Housing Preservation and Development. All newly issued violations must be posted within 48 hours of their issuance.

In the event that at any time prior to the First Closing, the Reserve Fund Law is repealed, Sponsor will not be obligated to comply with its requirements and may not provide a Reserve Fund. In such event, all Purchasers will be given 15 days after receipt of an amendment disclosing such repeal of the Reserve Fund Law to rescind their Agreements and be refunded all monies paid thereunder. In the event that on or after the First Closing, the Reserve Fund Law is repealed, Sponsor agrees to comply with its requirements as set forth in this Plan notwithstanding such repeal.

No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items, and if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or levy a Special Assessment against the Unit Owners. Based upon estimates received by Sponsor, Sponsor believes that the Reserve Fund will be sufficient to pay for the replacement of capital items likely to be needed as disclosed in the Description of Property set forth in Part II of this Plan. The Reserve Fund may not be used to reduce Common Charges. No representation can be made, however, that after Sponsor relinquishes control, the Board may not decide to use the Reserve Fund for a purpose other than for which it has been established.

THE PROPERTY IS BEING OFFERED IN ITS CURRENT CONDITION "AS IS," WITH NO REPRESENTATIONS OR UNDERSTANDINGS EXCEPT AS EXPRESSLY SET FORTH HEREIN. SPONSOR AND THE SELLING AGENT WILL HAVE NO OBLIGATION TO MAKE ANY REPAIRS OR IMPROVEMENTS EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS PLAN OR REQUIRED BY LAW. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE RESERVE FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.

WORKING CAPITAL FUND AND APPORTIONMENTS

All Purchasers of Units (other than those designated as Sponsor's Transferee) shall be required to make a contribution at the Closing of such Unit Owner's Unit(s) to the working capital fund of the Condominium (the "Working Capital Fund"). Such contribution shall be in an amount equal to 2 months' Common Charges in effect for such Unit(s).

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

(1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals, uniforms and all other payments or obligations relative to the employees of the Building;

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the Common Elements;

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

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

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

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

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

(9) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

The Working Capital Fund will be held and used for working capital or for such other appropriate purposes as will be determined by the Board and may be augmented by allocations from the monthly Common Charges collected from each Unit. While Sponsor controls the Board (see the Section entitled "Control By Sponsor"), the Working Capital Fund will not be used to reduce estimated Common Charges.

The Board will be able to utilize the money in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact

amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

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

MANAGEMENT AGREEMENT

The Condominium will enter into a management agreement (the "Management Agreement") for an initial term of 3 years with Pinnacle Managing Co., LLC (the "Managing Agent"), having an address at One Penn Plaza, Suite 4000, New York, New York 10119, effective as of the date of the first closing of title to a Unit, at an annual fee of $26,000.00 payable in equal monthly installments. The Management Agreement will be automatically renewed from year to year unless terminated by either party upon 90 days' written notice prior to the expiration of the term, as the same may have been renewed. The management fee is comparable to the prevailing rates charged by other management services firms in New York City providing similar services in comparable buildings. In the event a new managing agent is substituted for the Managing Agent, the annual fee will be as mutually agreed upon between the Board and the new managing agent. All expenses incurred by the Managing Agent in performance of its duties to the Condominium will also be reimbursed to the Managing Agent. In the event that the Board requests the Managing Agent to provide additional service(s) not within the scope of the Management Agreement (including, without limitation, brokerage or other similar services in connection with the sale or leasing of any Unit(s) from time to time owned or leased to the Board), the Board shall pay additional fees and/or commissions to be agreed upon by the Board and the Managing Agent. The Managing Agent shall be paid a fee for supervising any capital improvement projects instituted by the Board in an amount equal to 10% of any such project's total cost. Additionally, in connection with processing, reviewing and coordinating applications for waivers of the Board's right of first refusal under the By-Laws in connection with proposed sales and/or leasing of Units by Unit Owners, the Managing Agent shall be entitled to receive a reasonable fee from the selling or leasing Unit Owner for such services as well as reimbursement for all out-of-pocket expenses incurred by the Managing Agent in connection therewith. Joel Wiener, a principal in the Managing Agent, is also a principal of Sponsor.

The Management Agreement provides that the books and records held by the Managing Agent shall be returned to the Condominium upon its termination. The Management Agreement may be assigned by the Managing Agent without the consent of the Condominium. It may be canceled by either party for cause.

The Managing Agent will, among other things:

(a) hire, pay and supervise, all persons necessary to be employed in order to properly Maintain and operate the Common Elements;

(b) prepare, obtain and maintain, as appropriate, all required payroll records; all necessary forms for unemployment insurance, withholding and social security taxes; and all other forms, insurance or filings relating to the employment of the Board's employees required by any federal, state or municipal authority;

(c) cause ordinary repairs to be made with respect to the Common Elements, and cause such further work or repair, redecoration or alteration to be performed with respect to the Common Elements so as to Maintain same in good order and repair consistent with similar residential properties, all at the Board's expense and all as may be otherwise authorized, provided that repairs or alterations (either pursuant to contract or purchase order) involving an expenditure of over $50,000.00 shall be made only with the prior written authorization of the Board, with the exception only of emergency repairs under circumstances which, in the Managing Agent's reasonable judgment, permit no reasonable opportunity for prior clearance with the Board and require immediate action for the preservation or protection of the

Property or the health and safety of Unit Owners or other persons, but the Managing Agent shall notify the Board by the most expeditious means immediately thereafter;

(d) at the Board's expense, use reasonable efforts to comply with, and cause the Common Elements and the use and operation thereof to comply with any and all laws, rules and orders or cure violations affecting the Common Elements; provided, however, that the Managing Agent shall not take any such action if the cost thereof would exceed $50,000.00 except that if failure to comply promptly with any such laws, rules and orders would or might reasonably be expected to expose the Board or the Managing Agent to criminal liability or pose an imminent danger to life or health, the Managing Agent shall cause the same to be complied with at the Board's expense without the necessity for any prior approval, but the Managing Agent shall notify the Board by the most expeditious means immediately thereafter;

(e) enter into contracts for any necessary services and supplies subject to limitations contained in subparagraph (d) above and the By-Laws;

(f) purchase those supplies that shall be required in order to Maintain and operate the Common Elements and provide required services to Unit Owners and occupants;

(g) assist the Board in determining the appropriate insurance to be carried for the Common Elements; carry out the written directions of and assist the Board respecting the placing and administering of insurance, the seeking of insurance recoveries and the restoration of insured damage;

(h) check and approve all bills received for services, work and supplies ordered in connection with Maintaining and operating the Common Elements, and until the Units in the Condominium are separately assessed, pay real estate taxes, water and sewer rents, assessments, and other public charges with respect to the Condominium, when provided with funds therefor; with respect to any Units owned by the Board on behalf of the Unit Owners, pay real estate taxes, assessments, other public charges, premiums on insurance, or sums payable on any mortgage which may at any time be a lien on such Units, when provided with funds therefor by the Board;

(i) bill or cause to be billed Common Charges, and, when directed in writing by the Board, send notices of delinquency to the appropriate Unit Owners; take such other action pursuant to the Condominium Documents for the collection of delinquent Common Charges as may be requested by the Board;

(j) render, or cause to be rendered, a monthly statement to the Treasurer and President of the Condominium, setting forth a summary of receipts and disbursements for the month and a report of the current status of all bank accounts and investments securities of the Condominium;

(k) under the supervision of the accountants retained by the Board, keep the books and records of the Condominium, and maintain files containing records of Common Charges, assessments, rents, insurance policies, mortgages that are liens on Units, contracts, receipted bills and vouchers, and all other documents and papers pertaining to the Common Elements or the operation thereof;

(l) prepare and submit annually to the Board, on or before December 1 of each preceding year, an operating budget;

(m) if requested by the Board, prepare and send notices of all meetings to the members of the Board;

(n) if requested by the Board, prepare and send notices of all meetings of the Unit Owners to the Unit Owners;

(o) if requested by the Board, cause a representative of its organization to attend the annual meeting of the Unit Owners and up to 4 meetings per year of the Board (the Managing Agent shall cause a representative to attend meetings in addition to the number set forth above for a reasonable additional fee);

(p) if requested by the Board, record the minutes of the meetings of the Board attended by the Managing Agent; and

(q) generally, do all things reasonably deemed necessary or desirable by the Board for the proper management of the Condominium.

Pursuant to the Management Agreement, the Board will indemnify the Managing Agent against any liability for damages, penalties, fines, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) brought against the Managing Agent, arising out of or connected with the performance by the Managing Agent of its duties, except for the Managing Agent's gross negligence or willful or intentional default. Such obligations will also be covered by insurance obtained by the Condominium. The Managing Agent shall procure and maintain, at the expense of the Condominium, a fidelity bond in the amount of not less than $1,000,000.00 to protect the Condominium against loss caused by acts of the Managing Agent, its directors, officers or employees.

The Managing Agent will provide its services to all Unit Owners and Non-Purchasing Tenants of the Building as required by GBL Section 352-eeee(3). All Units occupied by Non-Purchasing Tenants shall be managed by the same managing agent who manages all other Units in the Building. The Managing Agent shall provide to Non-Purchasing Tenants all services and facilities required by law on a non-discriminatory basis. Sponsor guarantees the obligation of the Managing Agent to provide such services and facilities until such time as Sponsor surrenders control of the Board, at which time the Condominium shall assume responsibility for the provision of all services and facilities required by law on a non-discriminatory basis.

IDENTITY OF PARTIES

Sponsor

Sponsor, West 30th Realty LLC, is a New York limited liability company, having an office at One Penn Plaza, Suite 4000, New York, New York 10119, and was formed on January 4, 2006. The sole member of Sponsor is Pinnacle Holding Company XXXII LLC ("Pinnacle") a New York limited liability company having an office at One Penn Plaza, Suite 4000, New York, New York 10119, which was formed on October 19, 2005. The sole member of Pinnacle is Pinnacle Partners GP LLC ("GP"), a Delaware limited liability company having an office at One Penn Plaza, Suite 4000, New York, New York 10119, which was formed on November 14, 2005. The sole member of GP is The Zarasai Group Ltd. ("Zarasai"), a British Virgin Islands company having an office c/o Blenheim Trust (BVI) Limited, P.O. Box 3483 Road Town, Tortola, British Virgin Islands and an office at One Penn Plaza, Suite 4000, New York, New York 10119, which was formed on November 19, 2012. Joel Wiener and Sherry Wiener each own in excess of 10% of the shares of Zarasai. Joel Wiener, the President and Chairman of the Board of Zarasai, is also the managing member of Pinnacle, a principal of Sponsor and the managing member of the Managing Agent. The New York State Secretary of State has been designated to receive service of process for any of the foregoing entities which do not reside in New York.

Affiliates of Sponsor have taken part in the following prior public offerings first offered within the past 5 years: 668 Riverside Drive, New York (filed in 2008); 700 Riverside Drive, New York (filed in 2008); 807 Riverside Drive, New York (filed in 2008); 835 Riverside Drive, New York (filed in 2008); 15 West 107th Street, New York (filed in 2008; plan abandoned 2009); 634 West 135th Street, New York (filed in 2008; plan abandoned 2009) and 132-55 Sanford Avenue, Flushing, New York (red herring submitted 2012).

Affiliates of Sponsor's principals own 10% or more of the unsold shares or units, as individuals, general partners or principals in the following properties located in New York:

660 Riverside Drive, New York; 668 Riverside Drive, New York; 680 Riverside Drive, New York; 690 Riverside Drive, New York; 700 Riverside Drive, New York; 725 Riverside Drive, New York; 801 Riverside Drive, New York; 807 Riverside Drive, New York; 812 Riverside Drive, New York; 835 Riverside Drive, New York; 76-66 Austin Street, Forest Hills; 1110/1130 Stadium Avenue, Bronx; 1200 Gravesend Neck Road, Brooklyn; 57/79 Avenue O, Brooklyn; 8814 Bay Parkway, Brooklyn; 402 Bay Ridge Parkway, Brooklyn; 2 West End Avenue, Brooklyn; 3202 Nostrand Avenue, Brooklyn; 3203 Nostrand Avenue, Brooklyn; 3165 Nostrand Avenue, Brooklyn; 3255 Randall Avenue, Bronx; 40-05 Ithaca Street, Elmhurst; 40-66 Ithaca Street, Elmhurst; 160 Beach 117th Street, Belle Harbor; 63, 65 and 67 West 107th Street, New York; and Anita Terrace, Rego Park.

Offering plans for these buildings are on file with the Department of Law and are available for public inspection.

The affiliates of Sponsor's principals are current in their financial obligations with respect to the foregoing plans.

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 this Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

Litigation Regarding Pinnacle Group NY, LLC

A lawsuit, Marjorie Charron, et al. ("Plaintiffs") v. Pinnacle Group NY LLC, et al. ("Defendants"), Index Civil No. 07-CV-06316CM, was filed in the US District Court for the Southern District of New York in 2007 alleging that Defendants engaged in activities and unlawful housing practices in violation of various federal and state statutes. In June 2012, the Court issued final approval of a settlement reached by Defendants and counsel for the Plaintiff classes. Under the settlement, Defendants will contribute approximately $2.5 million to legal aid organizations and may be subject to liability for certain tenant claims. Joel Wiener, the managing member of Pinnacle Group NY LLC, is also a principal of Sponsor. This settlement will not have any effect on Sponsor's ability to meet its obligations to the Condominium under the Offering Plan. Notices of appeal of the Court's approval of the settlement have been filed by certain class members.

Selling Agent

The Selling Agent is The Modlin Group, having an office at 200 West 57th Street, New York, New York 10019. The Selling Agent is a licensed real estate brokerage firm whose principals have been engaged in the real estate business for over 13 years. The Selling Agent has no financial interest in the Property, Sponsor, the Managing Agent or any other parties interested in this transaction, except for its fee for services rendered, and there is no affiliation between Selling Agent and its principals and Sponsor and its principals.

Managing Agent

The Managing Agent, Pinnacle Managing Co., LLC, having an office at One Penn Plaza, Suite 4000, New York, New York 10119, is a licensed real estate brokerage firm engaged in the real estate business for over 25 years. The Managing Agent will receive a management fee as described above in the section entitled "Management Agreement." The management fee is comparable to the prevailing rates charged by other management services firms in New York City providing similar services in comparable buildings. In the event a new managing agent is substituted for the Managing Agent, the annual fee will be as mutually agreed upon between the Board and the new managing agent. The Managing Agent currently manages over 50 properties in New York City, many of which are cooperative housing corporations or condominiums. Joel Wiener, the managing member of the Managing Agent, is also the managing member of Pinnacle, the sole member of the Sponsor. Sherry Wiener is also a member of the Managing Agent. Accordingly, the Managing Agent has a financial interest in Sponsor, in addition to its fees for services rendered pursuant to the Managing Agent's agreement with the Condominium.

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 this Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

A list of properties in New York which are managed by the Managing Agent include: 880 68th Street, Brooklyn; 77-66 Austin Street, Forest Hills; 40-15 Hampton Avenue, Elmhurst; 109-20 Queens Boulevard, Forest Hills; and 111 Worth Street, New York.

Attorneys for Sponsor

Sponsor has retained the law firm of Pryor Cashman LLP, having an office at 7 Times Square, New York, New York 10036-6569, to represent it in connection with this Plan. Pryor Cashman LLP prepared this Plan, the Declaration, the By-Laws and the form of Agreement, Unit Deed and Power of Attorney and has also rendered an opinion with respect to compliance with Section 339-i of the Real Property Law. Ronald B. Kremnitzer, Esq. had principal responsibility for the preparation of this Plan. Pryor Cashman LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Unit Closings.

Several partners and the executive director at Pryor Cashman LLP (none of whom has any financial interest in the Sponsor or any of its members), counsel to the Sponsor, have been designated as signatories on the segregated special escrow account at Citibank wherein monies received under this Plan will be deposited.

Sponsor's Architect

The architectural firm of Howard L. Zimmerman Architects, P.C., having an office at 11 West 30th Street, New York, New York 10001, has examined the physical condition of the Building and has rendered its report thereof as set forth in Part II of this Plan. All statements and representations made in this Plan with respect to the "Description of Property" 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, the Managing Agent or any other parties interested in this transaction, except for its fee for services rendered.

Sponsor's Condominium Expert

The Modlin Group, having an address at 200 West 57th Street, New York, New York 10019, estimated all amounts of income and expenses in "Schedule B - Projected Budget For First Year of Condominium Operation," in consultation with Sponsor and provided its opinions regarding the adequacy of the Budget and the adequacy of the Common Charges payable by the Unit Owners, and provided the opinion regarding Sponsor's compliance with Section 339-i of the Real Property Law.

Service of Process

The Secretary of State of the State of New York has not been designated to receive service of process since all principals of Sponsor are residents of the State of New York.

SPONSOR'S PROFIT

Sponsor acquired the Property on February 21, 2006. Sponsor intends to make a profit from the sale of the Units.

REPORTS TO UNIT OWNERS

It is the obligation of the Board to give Unit Owners annually:

(1) a financial statement of the Condominium prepared by a certified public accountant within 4 months after the end of each fiscal year, which statement shall be certified while the Sponsor is in control of the Board;

(2) prior notice of the Annual Unit Owner's meeting; and

(3) a copy of the proposed annual budget of the Condominium delivered to Unit Owners at least 10 days prior to the adoption thereof.

DOCUMENTS ON FILE

In accordance with Section 352-e(a) of the GBL, copies of this Plan and Parts A, B, C and D of the Exhibits delivered to the Department of Law containing all exhibits or documents referred to herein shall be available for inspection (without charge) and for copying (at a reasonable charge) by prospective purchasers and by any person who shall have purchased a Unit offered under this Plan, at the office of Sponsor or the Selling Agent during business weekday hours and shall remain available for such inspection and copying for a period of 6 years from the First Closing. In addition, a set of the 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 with the City Register's Office when the Declaration is recorded, and an additional set will be furnished to the Board.

The Declaration and the By-Laws will be recorded in the City Register's Office. All deeds conveying, and all mortgages covering, individual Units will also be recorded in such Office.

GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that this Plan contains a fair summary of the material provisions of the documents referred to in this Plan, including those documents contained in Part II of this Plan. Exact copies are contained in Part II of this Plan of the Declaration, By-Laws, form of Agreement, form of Unit Deed, form of Power of Attorney and other documents and Purchasers are urged to read the documents set forth in Part II of this Plan in their entirety. Statements made in Part I of this 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 this Plan, any rider or separate agreement changing or adding provisions to such document.

Under applicable Federal and local Law, leaded paint can no longer be used in the construction of the Building. Local Law 1 of 2004 ("Local Law 1") requires that landlords must inspect every apartment

occupied by a child under the age of 6 for conditions that may cause lead exposure, and if found, correct them. Landlords must verify whether a child under the age of 6 resides in an apartment and if so, conduct an inspection at least annually, and more often if necessary, for lead paint hazards. The landlord is required to investigate the circumstances if any tenant does not respond to the inquiry as to the presence of children. Landlords must look for peeling paint, evidence of friction or chipping, and underlying conditions that may cause paint to peel, and promptly correct any hazard. The landlord has a duty under the law to inspect the apartment as well as all common areas for the presence of lead-based paint hazards, and to remove or cover all lead paint on friction surfaces and to replace window slides and panes on friction surfaces containing lead paint. Landlords must provide written notice to the tenant of the landlord's obligation to inspect for and repair lead-paint hazards and the tenant's obligation to provide access to their apartment. The obligations under Local Law 1 of 2004 apply to a Unit Owner who purchases an occupied Unit, as well as to a unit which was vacant but becomes occupied by a tenant subsequent to its purchase. Sponsor makes no representation regarding the scope or nature of any future enactments regarding lead-based paint, whether Local Law 1 will be further modified and enacted 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 and any successor statute thereto and any regulations or requirements promulgated with respect thereto for a full description of the obligations of a Unit Owner. Unit Owners shall be deemed "owners" of their respective Units with the obligation to comply with the requirements of all environmental laws, including, without limitation, requiring the removal or abatement of asbestos containing material or lead-based paint.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of this Plan.

Sponsor reserves the right, from time to time prior to the First Closing, upon amendment to this 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 this Plan. However, Sponsor may not unilaterally cancel an Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the purchase price or payment terms contained in such Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. If there is a material amendment to this Plan as to which rescission is required by the Department of Law, Purchasers will have a right of rescission which may only be exercised within 15 days from the date of presentation of said amendment. Escrow Agent shall promptly return any Deposit to Purchasers who timely rescind, except that Escrow Agent shall pay over to Sponsor the Deposit of any Purchaser who is in default under the Agreement beyond any applicable grace period.

In accordance with the provisions of the Laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered under this Plan or in the leasing of any such Units because of such person's sex, race, creed, color, national origin, marital status, age, disability or any other ground proscribed by Law.

Unless the context otherwise requires, words used in the singular in Part I of this Plan include the plural and vice versa, and a reference herein to any 1 gender, masculine, feminine or neuter, includes the other 2.

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. This Plan may not be changed or modified orally.

To the best of Sponsor's knowledge, neither the Property nor the Building have been the subject of any prior public offerings.

Prior to the submission of the Plan to the Department of Law, no contracts or agreements, written or oral, have been entered into for the sale or transfer of any Units offered in this Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Units.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the report prepared by Howard L. Zimmerman Architects, P.C. and included as part of the "Description of Property and Local Law 11 Report" (the "Architect's Report") contained in Part II of this Plan and represents that, to the best of its knowledge, the Architect's Report accurately discloses the present Building condition. The firm preparing the Architect's Report has no financial interest in the Property, Sponsor, the Condominium, any affiliates thereof or any other party interested in this transaction, except for its fee for services rendered. Sponsor knows of no facts or information inconsistent with the report that follows.

Sponsor represents that it has no knowledge of any material defects or need for major repairs to the Building except as hereinafter set forth in the Architect's Report and the violations search annexed to the Architect's Report. The New York City Department of Buildings has issued Certificate of Occupancy No. M000046581 for the Building in 1956.

Sponsor shall provide, prior to the First Closing, where required by Law, carbon monoxide detectors in the Building, provided Sponsor is provided with access.

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. Except as described in the Architect's Report, Sponsor makes no representations or guaranties regarding the condition of the Property and has no specific knowledge about problems with or needed repairs to the Building. However, the Building was built in 1925 and, as all prudent property owners are aware, a program of ongoing maintenance is typically required to insure the integrity of a building. In particular, certain portions of the plumbing date from the initial construction of the Building. Purchasers should be aware that replacement of certain of the old pipes in the Building could cause pipes and fixtures that have not been repaired or replaced to burst. In addition, as set forth in the Architect's Report, the following conditions exist at the Property that warrant repair and remediation: Wiring and Circuitry: Apartment electrical outlets, GFCI outlets in wet locations and ARC fault circuit breakers are to be provided as apartments are renovated. It is estimated that the apartment electrical upgrades will cost approximately $500 per apartment. Certain items were also listed in the Special Risks section as needing further investigation to more fully understand. Sponsor may take a credit against the Reserve Fund for work performed in connection with rectifying certain conditions. See Special Risks section of Architect's Report for further details. 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. Set forth in Part II of this Plan is a copy of the most recent Local Law 11 Report for the Property. The Local Law 11 Report Conditions found are safe with a Repair and Maintenance Program, as set forth on page 2 of the Report. The general recommendations presented in the Local Law 11 Report are set forth on page 3 of the Report. Except as otherwise expressly provided in this Plan, Sponsor's obligation to make repairs in any Unit shall cease upon the closing of title to such Unit. Sponsor will, however, Maintain and operate the Building until the First Closing in substantially the same manner and condition as on the Filing Date of this Plan (subject to ordinary wear and tear), except to the extent that Sponsor is precluded from so doing by Acts of God, fire or other casualty, storm, strikes, lockouts, labor difficulties, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Sponsor is reasonably unable to exercise control. If for any of the reasons set forth in the preceding sentence, other than fire or other casualty, Sponsor is prevented from so Maintaining the Building and the Common Elements (or causing the same to be Maintained), Sponsor shall make or cause to be made, within a reasonable period of time after such act ceases to exist, any repairs subsequent to the First Closing that it was obligated and agreed to make prior to the First Closing.

Under Federal Law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Based upon the age of the Building, it is possible that there is lead-based paint or lead-based paint hazards in the Building, however, except as may be set forth in the Architect's Report, 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 this 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 this Plan for further details.

EXHIBIT 1

PURCHASE AGREEMENT

PURCHASE

AGREEMENT

WEST 30TH REALTY LLC,

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER ____

OF

THE IRVIN CONDOMINIUM
308-312 West 30th Street
NEW YORK, NEW YORK 10001

TABLE OF CONTENTS

1. THE PLAN 1
2. DEFINITIONS 1
3. THE UNIT 1
4. PURCHASE PRICE 1
5. CLOSING OF TITLE 2
6. DELIVERY OF THE DEED AND POWER OF ATTORNEY 2
7. FEE TITLE 3
8. CLOSING ADJUSTMENTS AND REAL ESTATE TAXES 3
9. CLOSING COSTS 4
10. ESCROW AND ESCROW PROVISIONS 4
11. BINDING EFFECT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS 7
12. AGREEMENT SUBJECT TO UNDERLYING BUILDING MORTGAGE 7
13. RENT SECURITY DEPOSIT 7
14. DEFAULT BY PURCHASER 7
15. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE 8
16. SPONSOR'S INABILITY TO CONVEY THE UNIT 9
17. FIXTURES, APPLIANCES AND PERSONAL PROPERTY 9
18. ACCEPTANCE OF CONDITION OF PROPERTY 9
19. DAMAGE TO THE UNIT 10
20. NO REPRESENTATIONS 11
21. PROHIBITION AGAINST ADVERTISING 11
22. BROKER 11
23. AGREEMENT MAY NOT BE ASSIGNED 11
24. SALE SUBJECT TO EXISTING TENANCY 12

25. TENANT PURCHASER'S RIGHT TO BENEFIT FROM IMPROVED TERMS 13
26. PURCHASER'S REPRESENTATIONS 13
27. BINDING EFFECT 14
28. NOTICES 14
29. JOINT PURCHASERS 14
30. PERFORMANCE BY AND LIABILITY OF SPONSOR 14
31. FURTHER ASSURANCES 15
32. AGREEMENT NOT CONTINGENT UPON FINANCING 15
33. COSTS OF ENFORCING AND DEFENDING AGREEMENT 15
34. SEVERABILITY 15
35. STRICT COMPLIANCE 15
36. GOVERNING LAW 15
37. WAIVER OF JURY 15
38. ENTIRE AGREEMENT 15
39. CERTAIN REFERENCES 15
40. CAPTIONS 16
41. RULE OF CONSTRUCTION 16
42. SUCCESSORS AND ASSIGNS 16
43. NO ORAL CHANGES 16
44. LEAD-BASED PAINT DISCLOSURE 16

SCHEDULE A - PERMITTED ENCUMBRANCES ..... Schedule A-1

SCHEDULE B - BONA FIDE PURCHASER STATEMENT OF PURCHASE ..... Schedule B-1

SCHEDULE C - DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS ..... Schedule C-1

EXHIBIT A – ASSIGNMENT AND ASSUMPTION AGREEMENT ..... Exhibit A-1

EXHIBIT B – AFFIDAVIT ..... Exhibit B-1

RIDER TO AGREEMENT RE: STORAGE LOCKER LICENSE Rider-1

STORAGE LOCKER LICENSE License-1

PURCHASE AGREEMENT
308-312 West 30th Street, New York, New York

Unit: ____ Interest in Common Elements: _____

Sponsor: West 30th Realty LLC, One Penn Plaza, Suite 4000, New York, New York 10119

Telephone: 212-564-2111

Attorney for Sponsor and Escrow Agent: Pryor Cashman LLP / Attn: Ronald B. Kremnitzer, Esq. 7 Times Square, New York, NY 10036-6569 Telephone: 212-421-4100

Purchaser(s): _____ and _____

Social Security Number(s): _____ and _____

Purchaser(s) Address:_____

_____

Attorney for Purchaser: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Selling Agent: The Modlin Group NYC, 200 West 57th Street, New York, New York 10019 / 212-974-0740

Co-Broker: _____

PURCHASE PRICE: $_____ TENANT-PURCHASER: YES/ / NO

DOWN PAYMENT: $_____

BALANCE DUE AT CLOSING: $_____

PURCHASER INITIALS: _____ _____

UNIT NUMBER

____

of

THE IRVIN CONDOMINIUM
308-312 West 30th Street
New York, New York 10001

(to be executed in quintuplicate)

This agreement (this "Agreement"), is made as of the date on the signature page of this Agreement, between WEST 30TH REALTY LLC, a New York limited liability company, having an office c/o Pinnacle Managing Co., LLC, One Penn Plaza, Suite 4000, New York, New York 10119 ("Sponsor"), and _____, having an address at _____ (collectively, "Purchaser").

W I T N E S S E T H:

1. THE PLAN. Purchaser acknowledges having received and read the Offering Plan for THE IRVIN CONDOMINIUM and all amendments thereto, if any, filed with the Department of Law of the State of New York (collectively, the "Plan") at least three (3) business days prior to Purchaser's signing this Agreement, unless fewer than three (3) business days remain in the statutory time period to declare the Plan effective. If Purchaser is not a Tenant Purchaser, Purchaser understands that if Purchaser has not been afforded at least three (3) business days prior to Purchaser's signing this Agreement to receive and read the Plan and all filed amendments prior to Purchaser's signing this Agreement, then in such event, Purchaser shall have seven (7) days after delivering this Agreement together with the Deposit (as hereinafter defined) to rescind this Agreement and have the Deposit refunded promptly by either personally delivering a written notice of rescission to Sponsor or the Selling Agent within the seven (7) day period or mailing the notice of rescission to Sponsor or the Selling Agent and having the mailing postmarked within the seven (7) day period. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding.

2. DEFINITIONS. Capitalized 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 residential unit (the "Unit") designated as Unit _____ in the Declaration, together with the percentage undivided interest in the Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE

4.1 The purchase price for the Unit (the "Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $1,000.00 (for a Tenant-Purchaser) or $_____, which is 10% of the Purchase Price (for all others) (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"), by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association. Checks for the Deposit shall be made payable to "Pryor Cashman LLP, Escrow Agent." Checks for the Balance shall be made payable to the direct order of "West 30th Realty LLC" or such other party as Sponsor may designate upon not less than two (2) days' prior notice. If any check is returned for insufficient funds or any other reason, Sponsor, at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Deposit, as liquidated damages, or may declare a default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Article 14 hereof.

5. CLOSING OF TITLE.

5.1 The closing of title shall be held at such place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser on notice served not less than thirty (30) days prior to the scheduled date for closing. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra fee as set forth in the Plan. Sponsor, from time to time, may adjourn the date and hour for closing on written notice to Purchaser. In the event of such adjournment, a closing may be rescheduled by Sponsor upon written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title and will be given not less than two (2) business days prior to the new scheduled date and time for closing. In the event this Agreement is executed after the First Closing, the closing of title shall occur thirty (30) days after the date this Agreement is executed.

5.2 The closing of title shall occur only after or concurrently with compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

5.3 The term "Closing Date" or "closing of title" or words of similar import whenever used herein shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 5.1 hereof.

6. DELIVERY OF THE 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 deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes and, if applicable, the New York State Additional Tax pursuant to Article 31 of the Tax Law (commonly referred to as the "Mansion Tax"), and Sponsor and Purchaser shall duly execute New York State and New York City Real Property Transfer Tax returns and any other forms then required by Law, all of which shall be prepared by Sponsor.

6.2 At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge the Power of Attorney to the Board and Sponsor substantially in the form set forth as Exhibit E to the Declaration in Part II of the Plan.

6.3 The deed and Power of Attorney to the 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 deed shall be returned to Purchaser and the Power of Attorney shall be sent to the Managing Agent.

6.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the relevant section of the Internal Revenue Code 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 IRC §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7. 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 other title 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) Sponsor's Title Company or such other title insurance company as Purchaser may utilize, is or would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance 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 Paragraph 14.3 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 deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed as of the Closing Date, the adjustments and collection of taxes under subsection 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 Sponsor and Purchaser hereby agree that, if Sponsor or Purchaser obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on the 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. The provisions of this subsection shall survive the closing of title.

8.4 The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

8.5 Any errors or omissions in computing apportionments at the Closing shall be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection shall survive the Closing.

9. CLOSING COSTS. In addition to those costs and adjustments described in Article 8 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments."

10. ESCROW AND ESCROW PROVISIONS .

10.1 Any Deposit received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. Sponsor is required by Law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Deposit, if any. Purchaser will be taxed accordingly on any such interest.

10.2 The law firm of Pryor Cashman LLP, with an address at 7 Times Square, New York, New York 10036-6569, telephone number (212) 421-4100, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The individuals set forth in the "Procedure to Purchase" Section of the Plan have been designated by Escrow Agent to serve as signatories, none of whom has any interest in Sponsor. Neither Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent or any principal thereof, or have any beneficial interest in any of the foregoing.

10.3 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

10.4 Escrow Agent has established a master escrow account at Citibank, N.A., located at 666 Fifth Avenue, 5th Floor, New York, New York 10103, (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Pryor Cashman LLP, Attorney Trust Account (the "Master Escrow Account"). All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form set forth in Part II of this Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and this Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8BEN, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, the Deposit will remain in the non-interest bearing portion of the Master Escrow Account. 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 portion of the Master Escrow Account so that checks may be drawn thereon. The Bank is covered by federal bank deposit insurance to a maximum of $250,000.00 and while a Deposit is in the

checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000.00. No representation or guaranty is made by Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so. The $250,000.00 aforementioned amount is the Federal Deposit Insurance Corporation's insured amount through calendar year 2013; thereafter a Purchaser's deposit may only be federally insured up to $100,000.00.

10.5 The interest rate for all deposits made into a sub-escrow savings account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into its designated sub-escrow savings account. All interest earned thereon shall be paid to or credited to Purchaser at Closing. No fees of any kind may be deducted from the Master Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Master Escrow Account. Prior to release of the Deposit, 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.

10.6 Sponsor agrees that Sponsor and its agents, including Selling Agent, shall deliver the Deposit received by them prior to Closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within 2 business days of tender of the Deposit by Purchaser. Within 5 business days after this Agreement has been tendered to Escrow Agent along with the Deposit, Escrow Agent shall sign this Agreement and place the Deposit into the Master Escrow Account. Within 10 business days of the placing of the deposit in the Master Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. If Purchaser does not receive notice of such deposit within 15 business days after tender of the Deposit, he or she may cancel this Agreement within 90 days after tender of this Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Master Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to Purchaser.

10.7 All deposits, including the Deposit, but specifically excluding any deposits made in connection with advances made for upgrades, extras or custom work received in connection with this Agreement, are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Any deposits made for upgrades, extras or custom work shall be initially deposited into the Master Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

10.8 Escrow Agent shall release the Deposit if so directed: (a) pursuant to the terms and conditions set forth in this Article 10 upon the closing of title to the Unit; (b) in a subsequent writing signed by both Sponsor and Purchaser or (c) by a final, non-appealable order or judgment of a court. Additionally, Sponsor shall not object to the release of the Deposit to: (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan or (ii) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

10.9 If Escrow Agent is not directed to release the Deposit pursuant to Section 10.8 paragraphs (a) through (c) above, and Escrow Agent receives a request by either party to release the Deposit, then Escrow Agent must give both Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both parties informing them of said release. If

Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to Section 10.8 (a) through (c) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Master Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit. Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing Amendment by the New York State Department of Law. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

10.10 A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h). Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

10.11 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.

10.12 Any provision of this Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in this Agreement, Plan or any amendment thereto. Escrow Agent shall maintain the Escrow Account under its direct supervision and control. The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

10.13 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 Escrow Agent's responsibilities arising in connection with 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 the obligations set forth in 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.

10.14 Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless the same is in writing and signed by all parties hereto. In no event, however, shall any modification of this Agreement that shall affect the rights or duties of Escrow Agent be binding on Escrow Agent unless Escrow Agent shall have given its prior written consent.

10.15 Seller and Purchaser agree that Escrow Agent shall not be restricted in any manner whatsoever from acting as attorney for Seller with respect to any matter and consent to Escrow Agent so acting as attorney for Seller with respect to any matter, including, but not limited to, any litigation or matter related to this Agreement, the Deposit or the transaction contemplated by this Agreement, and whether or not there is a controversy between Seller and Purchaser with respect thereto.

11. 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.

12. AGREEMENT SUBJECT TO UNDERLYING BUILDING 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 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 the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of 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.

13. RENT SECURITY DEPOSIT. If Purchaser is or hereafter becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within forty-five (45) days following the Closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by anyone other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant will be transferred at the Closing to Purchaser, who will upon receipt, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest-bearing bank account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to sue the tenant to the extent such rent security is insufficient.

14. DEFAULT BY PURCHASER.

14.1 The following shall constitute an "Event of Default" hereunder:

(i) If Purchaser fails to pay the Balance on the Closing Date designated by Sponsor; or

(ii) If Purchaser fails to duly complete and sign before a notary public and deliver at the Closing the Power of Attorney and/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) If Purchaser assigns any of Purchaser's property for the benefit of creditors, or Purchaser files a voluntary petition in bankruptcy; or

(vi) If a 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) If Purchaser fails to pay any closing costs set forth in this Agreement or the Plan on the Closing Date designated by Sponsor; or

(ix) If Purchaser fails to pay, perform or observe any of Purchaser's other obligations hereunder.

14.2 TIME IS OF THE ESSENCE with regard to Purchaser's obligations to pay the Balance and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided, or fails to perform any of Purchaser's other obligations hereunder, Sponsor may give notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser. If Sponsor elects to cancel this Agreement, (a) Sponsor may retain all sums deposited by Purchaser hereunder (including any amounts paid by Purchaser for additional work in the Unit) as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon retaining such sum, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan, and (b) Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

14.3 If Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date, (a) the closing apportionments described in Section 8.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.04% per day (14.6% per annum) 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. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE.

15.1 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 of the Plan entitled "Effective Date" for full details). The Plan will be abandoned or deemed abandoned if it has not been

declared effective within the time limits prescribed in the Plan. Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

15.2 If the Plan is abandoned or Sponsor elects not to declare the Plan effective or if after being declared effective the Plan is not consummated for any reason, this Agreement will be deemed canceled and the Deposit paid by Purchaser hereunder and any funds deposited by Purchaser for any special work in the Unit will be disbursed to Purchaser, as more particularly described in the Section of the Plan entitled "Effective Date." 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 the parties hereto will be released and discharged from all liabilities and obligations hereunder and under the Plan.

16. 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, subject to Sponsor's rights to retain certain funds deposited by Purchaser for any special work in the Unit, as more particularly described in the Section of the Plan entitled "Terms of Sale," and, 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).

17. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. At closing, the Unit will contain only those appliances, countertop, cabinets, sinks, air conditioning units (if any), hardware and other fixtures, equipment and appliances currently installed therein that are owned by Sponsor. The Unit is being sold unfurnished. Any appliances, air conditioning units, furnishings, equipment, fixtures and other personal property owned by any tenant of the Unit are not included in this sale. However, if the Unit is presently occupied by other than Purchaser and the existing tenant removes a stove, dishwasher and/or refrigerator belonging to him, then Sponsor agrees to supply a replacement, which may not be new, but will be in working order and similar in size and quality to the stoves, dishwashers and refrigerators owned by Sponsor that are contained in comparable Units in the Building on the Filing Date of the Plan. Furniture, wall coverings, furnishings, decorations and the like in or about any model unit are for display purposes only and are not included in this sale. 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.

18. ACCEPTANCE OF CONDITION OF PROPERTY. The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including the Building, the Common Elements, the Unit and all fixtures, machinery, equipment, furnishings, installations and other personal property contained therein (collectively, "Installations"), in their respective existing conditions, ordinary wear and tear excepted between the date Purchaser signs this Agreement and delivery of the deed to Purchaser. Purchaser acknowledges having read the Description of Property, which sets forth a description of the physical condition of the Building, set forth in Part II of

the Plan. Purchaser understands that Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Installations, except as may otherwise be expressly set forth in the Plan. Sponsor has agreed in the Plan to Maintain the Building and the Common Elements in substantially the same condition they were in on the Filing Date, until the First Closing (subject to ordinary wear and tear between the Filing Date and the First Closing), unless prevented from so doing by reason of acts or events beyond Sponsor's control, as more particularly set forth in the Plan. To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by applicable law to the extent they cannot be disclaimed and to the extent they have not expired by their terms) and all other implied or express warranties of any kind or character are specifically disclaimed. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins. There is no warranty as to view or light quality. Sponsor has not given and Purchaser has not relied on or bargained for any of the foregoing warranties. In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty or otherwise). Purchaser shall be given a reasonable opportunity to examine the Unit prior to closing and it is recommended that Purchaser make a careful examination at such time. If Purchaser fails to examine the Unit as aforesaid, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan or Sponsor reserves the right to postpone the scheduled Closing, in its sole discretion. If Purchaser is not the existing tenant or occupant of the Unit, Purchaser acknowledges that Purchaser must make arrangements to move into the Unit following the Closing and Purchaser agrees to follow the move-in procedures established by Sponsor or the Condominium Board. The provisions of this paragraph shall survive Closing.

19. DAMAGE TO THE UNIT. If the Unit is damaged by fire or other casualty between the date of this Agreement and the closing of title, the following shall apply:

19.1 If Purchaser is the existing tenant or occupant of the Unit, or if Purchaser is given possession of the Unit prior to closing under an Interim Lease or otherwise, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its Installations. However, until closing, Sponsor will remain responsible to make those repairs required of it as landlord under any existing lease or Interim Lease and, after closing, the Board will be responsible to make those repairs required of it under the Condominium Declaration and By-Laws.

19.2 If during Purchaser's occupancy the Unit is damaged by casualty or otherwise, then Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside the Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage then Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance and accepting delivery of the deed.

19.3 Except as provided in the preceding paragraph, all other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit. If Sponsor elects to repair or replace the loss or damage, Sponsor shall notify Purchaser of its decision within 90 days of the occurrence of the casualty and this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete, or to permit the Board to complete, such repairs or replacements. Purchaser shall not be

required to pay the Balance unless and until: (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing.

19.4 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Board does not do so and Purchaser declines to accept the Unit without such repairs, this Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall be entitled to retain the Deposit in accordance with the terms of this Agreement.

20. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes 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 expressly set forth herein or in the Plan.

21. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title, Purchaser (except if a Tenant Purchaser) agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent.

22. BROKER. Purchaser represents to Sponsor that Selling Agent and [_____] 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 said broker(s) pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the aforementioned broker(s), on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article 22 shall survive the closing of title.

23. AGREEMENT MAY NOT BE ASSIGNED. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor. If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock,

membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement and shall be subject to the provisions, prohibitions and terms of this paragraph concerning assignment of this Agreement. [For purposes of this Agreement, it is the intent of the parties that the individuals controlling Purchaser shall be deemed to be _____.] Any purported assignment by Purchaser in violation of this Agreement will constitute a default hereunder and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to 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 $500, in advance, for the preparation of an assignment agreement.

Notwithstanding the foregoing paragraph, if Purchaser is a Tenant Purchaser, Purchaser shall have the right to assign his or her executed Agreement one time to any individual, provided that:

1. Quintuplicate copies of this Agreement are executed by the Tenant Purchaser and the Deposit is paid by the Tenant Purchaser to Sponsor;
2. The Tenant Purchaser shall not be in default under his or her Agreement;
3. Quintuplicate copies of the Assignment and Assumption Agreement, in the form annexed hereto and made a part hereof as Exhibit A, are executed by the Tenant Purchaser and the assignee and are delivered to the Selling Agent no later than thirty (30) days prior to the Closing Date;
4. Quintuplicate copies of the Affidavit, in the form annexed hereto as Exhibit B, are executed by the assignee and are delivered to the Selling Agent no later than thirty (30) days prior to the Closing Date;
5. The Tenant Purchaser's existing lease is in good standing and not in default;
6. The assignor pays $500 to Pryor Cashman LLP, counsel to the Sponsor, for legal services rendered in connection with the assignment; and
7. If an assignment of this Agreement is made prior to the time the Plan is declared effective, such assignment will only become effective after the Plan is declared effective.

24. SALE SUBJECT TO EXISTING TENANCY.

24.1 Complete the following only if Purchaser is not the tenant of the Unit:

Unit is Vacant:	Yes ( )	No ( )
If Unit is Occupied: Monthly Rent:	$_____	
Current Lease Term Expires: or month-to-month ( )	_____	
Rent Security	$_____	
Unit is Occupied by a Non-Purchasing Tenant:	Yes ( )	No ( )

24.2 Purchaser understands and agrees that (i) the Unit being sold hereunder is subject to the lease or tenancy of the present tenant and the rights afforded under Section 352-eeee of the New York State General Business Law (the "GBL"), as explained more fully in the Plan under the Section entitled "Rights of Existing Tenants" and (ii) Purchaser and Purchaser's successors and assigns shall continue to be bound by such Law and regulations so long as such occupancy continues.

24.3 Purchaser further understands, as explained in the Plan, that if a Non-Purchasing Tenant is in possession of the Unit on the Closing Date hereunder, Purchaser must notify the Non-Purchasing Tenant of the change in ownership of the Unit promptly after the Closing Date and Purchaser will assume the rights and obligations of Sponsor as the landlord of such tenant, including the right to collect rent (whether the same be greater or less than the Common Charges established from time to time by the Board) and the obligation to Maintain the Unit (including its equipment and appliances) for the benefit of the existing tenant. From and after delivery of the deed, Purchaser alone will bear the entire costs and expenses of owning the Unit (including, but not limited to, any legal fees and litigation expenses for enforcing the lease and obtaining possession of the Unit).

24.4 Purchaser understands that if the tenant of the Unit exercises any right granted under the Plan (or any amendment thereto) or under the Rent Laws or the GBL or other applicable Law, which may or may not exist as of the date of this Agreement, or any administrative or judicial interpretation thereof, to purchase the Unit, then upon the closing of such purchase, this Agreement shall be deemed canceled and within thirty (30) days after the occurrence of such event all monies paid by Purchaser hereunder shall be refunded. Upon such repayment, Purchaser, Sponsor, the Selling Agent and any other party hereto shall be (and hereby are) released and discharged of all liability or obligations hereunder and under the Plan.

24.5 Purchaser hereby irrevocably appoints the then managing agent of the Building (which managing agent may be replaced from time to time by the Board) as his agent, coupled with an interest, to provide, for the account and at the expense of Purchaser, all services and facilities required by Law on a non-discriminatory basis to the Non-Purchasing Tenant who has the right to occupy the Unit Purchaser is purchasing until such time as such right of occupancy terminates. Purchaser agrees to deposit with the managing agent at the closing hereunder a sum not less than an amount equal to the greater of (i) two (2) months' Common Charges or (ii) two (2) months' rent to be used as working capital to furnish service and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL. Purchaser agrees that upon written notice by the then managing agent that such deposit has been diminished, that Purchaser shall replenish such fund within thirty (30) days thereafter. Purchaser further understands that Sponsor will guarantee the obligation of the then managing agent to provide all such services and facilities until such time as Sponsor surrenders control of the Board and Purchaser will indemnify Sponsor for all costs expended by Sponsor on Purchaser's behalf. The provisions of this paragraph shall survive the closing.

25. TENANT PURCHASER'S RIGHT TO BENEFIT FROM IMPROVED TERMS. If, prior to the expiration of any Exclusive Purchase Period which begins prior to the First Closing, Sponsor amends the terms and conditions of the Plan to be more favorable to Tenant Purchasers, then if Purchaser is a Tenant Purchaser who executed and submitted this Agreement and the Deposit before Sponsor amended the terms of the Plan, Purchaser shall benefit from the more favorable terms and conditions.

26. PURCHASER'S REPRESENTATIONS.

26.1 If Purchaser was a tenant in occupancy of the Unit on the Filing Date, Purchaser hereby represents that this Agreement was executed and delivered by Purchaser pursuant to an offering made without a discriminatory repurchase agreement or other discriminatory inducement.

26.2 If the Unit to which this Agreement relates is not occupied by Purchaser, Purchaser shall duly complete and sign before a notary public the Bona Fide Purchaser Statement of Purchase set forth as Schedule B hereto and deliver same to the Selling Agent together with this Agreement.

26.3 If Purchaser is not a Tenant Purchaser, Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals) character, general reputation, finances, personal characteristics and mode of living prior to counter-executing this Agreement and 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.

27. BINDING EFFECT. If Purchaser was a Tenant Purchaser of the Unit on the Filing Date, this Agreement shall be accepted by Sponsor, provided Purchaser signs and returns this Agreement, together with the Deposit, during the time within which Purchaser has the exclusive right to purchase the Unit as set forth in the Plan. If Purchaser was a Tenant Purchaser of the Unit on the Filing Date, and signs and returns this Agreement, together with the requisite Deposit, after the period during which Purchaser has the exclusive right to purchase the Unit, or if Purchaser is not the tenant of record of the Unit, this Agreement shall not be binding upon Sponsor until a duplicate hereof, executed by Sponsor or its duly authorized agent, is delivered to Purchaser or Purchaser's attorney. In any such case, unless this Agreement, executed as aforesaid, is delivered to Purchaser within thirty (30) days after same is received by Sponsor or the Selling Agent, it shall be deemed rejected and neither party shall have any further rights or obligations hereunder with respect to the other, except that Sponsor shall be obligated to refund all monies paid by Purchaser within fifteen (15) days after such cancellation. Sponsor shall have the right to reject this Agreement without cause or explanation to Purchaser, provided such rejection is not based on sex, race, creed, color, national origin, ancestry or other ground proscribed by Law.

28. 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, or by Fedex 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 Pryor Cashman LLP, 7 Times Square, New York, New York 10036-6569, Attn.: Ronald B. Kremnitzer, Esq. in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery, mailing or delivery to an overnight courier shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself (including, without limitation, any notices of closing or default which Sponsor's counsel is hereby expressly designated and empowered to issue). A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication. Notwithstanding anything to the contrary, notices regarding closing costs or ministerial matters, the rescheduling of Closing Dates or the scheduling or rescheduling of inspections, may be made by facsimile to each party's attorney.

29. 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.

30. PERFORMANCE BY AND LIABILITY OF SPONSOR. Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 23 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and GBL §352-e, except those (if any) herein or therein expressly stated to survive delivery of such deed.

31. 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.

32. 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 or 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.

33. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement (where Sponsor is the prevailing party) or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

34. 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.

35. 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.

36. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

37. WAIVER OF JURY. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN, THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE CLOSING OF TITLE.

38. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

39. CERTAIN REFERENCES. Any 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 Paragraphs, Sections, subsections or other provisions are references to Paragraphs, Sections, subsections or other provisions of this Agreement.

40. 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

41. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement.

42. 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.

43. NO ORAL CHANGES. This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

44. LEAD-BASED PAINT DISCLOSURE. Annexed hereto and incorporated herein as Schedule C 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____
(To be inserted after
execution by Sponsor)

SPONSOR:

WEST 30TH REALTY LLC

By: _____
Name: Joel Wiener
Title: Authorized Signatory

PURCHASER:

_____
(Social Security or Federal
I.D. Number) _____

_____
(Social Security or Federal
I.D. Number) _____

Telephone No. _____

ESCROW AGENT:

PRYOR CASHMAN LLP
(only with respect to its obligations under Section 10)

By: _____
, Partner

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Survey by S.P. Belcher dated 12/8/1924 and last updated by visual examination by Earl B. Lovell—S. P. Belcher, Inc. on 1/4/2006 and any state of facts which an accurate survey of the Unit would show, provided such additional state of facts would not make title to the Unit unmarketable, 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 Board, and the Floor Plans; as all of the same may be amended from time to time.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under or 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, 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 Board), except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and Purchaser shall pay all assessments due from and after the Closing Date.

11. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which Sponsor's title insurer, Commonwealth Land Title Insurance Company, or such other New York Board of Title Underwriters member title insurance company which insures Purchaser's title to the Unit, would be willing, in a fee policy issued by it to

Purchaser, to insure 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. Covenants and Restrictions set forth in Deed made by Robert Ray and Cornelia Ray to Cyrus Mason dated 8/31/1846 and recorded on 9/4/1846 in Liber 482 of Deeds, Page 34.

14. Covenants and Restrictions set forth in Deed made by Cyrus Mason and Hannah P. Mason to Arthur B. Morris dated 7/2/1847 and recorded on 7/2/1847 in Liber 490 of Deeds, Page 407.

15. Terms, Covenants and Restrictions of Party Wall Agreement made between James Kearney and David Seaman dated 11/13/1851 and recorded on 11/13/1851 in Liber 588 of Deeds, Page 239.

16. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for residential purposes.

17. Any lease covering the Unit made from Sponsor to Purchaser, or if applicable, any lease covering, or tenancy or occupancy of, the Unit and the rights of such tenant(s) and occupant(s), if any, under the Rent Laws, GBL or other applicable Law.

18. Any violation against the Property (other than the Unit) which is the obligation of the Board or another Unit Owner to correct.

19. Any other liens, encumbrances and title conditions set forth in the Unit Owner's Specimen Title Policy set forth in Part II of the Plan.

SCHEDULE B

BONA FIDE PURCHASER
STATEMENT OF PURCHASE

STATE OF NEW YORK)
) ss.:
COUNTY OF)

Re: Unit _____
The Irvin Condominium
308-312 West 30th Street
New York, New York

The undersigned Purchaser(s) represent that Purchaser(s) intend that Purchaser(s) or one or more specified members of Purchaser's(s') immediate family intend to occupy the above referenced Unit when it becomes vacant.

PURCHASER(S):

_____
Signature

_____
Signature

Subscribed and sworn to
before me this ____ day of
_____ 201__

_____
Notary Public

INTENDED OCCUPANT(S)

_____
Print Name

_____
Print Name

SCHEDULE C

DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

SALES

Lead Warning Statement

Every purchase of any interest in residential real properly 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 Seller of 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
_____	_____
Purchaser	Date
_____	_____
Purchaser	Date
_____	_____
Agent	Date

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

(to be executed in quintuplicate)

KNOW ALL MEN that _____ residing at Unit No. __, 308-312 West 30th Street, New York, New York 10001 ("Assignor"), for Ten ($10.00) Dollars and other good and valuable consideration in hand paid by _____ residing at _____ ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer and set over unto Assignee:

1. **all of Assignor's right, title and interest in, to and under that certain Purchase Agreement dated _____, 201___ (the "Agreement") made by and between West 30th Realty LLC (the "Sponsor"), and Assignor, as purchaser, for Unit No. __, located at 308-312 West 30th Street, New York, New York 10001 (the "Premises"); and**

2. **the $1,000.00 Deposit given in connection with such Agreement, and interest earned thereon, if any.**

TO HAVE AND TO HOLD SAME unto Assignee, and Assignee's heirs, personal representatives, successors and permitted assigns, from and after the date hereof, forever, subject to all the terms, provisions and conditions contained in the Agreement.

Assignor represents to Assignee and to the Sponsor that (i) there are no claims, security interests or liens against the Agreement or the Deposit given thereunder, (ii) Assignor has not previously assigned, transferred or otherwise disposed of Assignor's interest in the Agreement or said Deposit, (iii) Assignor has full right and authority to assign the Agreement and said Deposit and (iv) Assignor is in good standing under his or her lease or tenancy, with all rent paid through the effective date of this Assignment.

Assignee represents to Assignor and to the Sponsor and agrees that:

1. Assignee or _____, a member of Assignee's immediate family, intends to occupy the Premises as soon as it is vacated by Assignor;
2. Assignee was not procured by Sponsor, the Selling Agent or the Managing Agent; and
3. Assignee has possessed for at least three (3) days and read the Offering Plan, as amended to date.

Assignee, by executing this Assignment, does hereby assume the payment and the performance of all obligations and duties of Assignor under and pursuant to the terms of the Agreement as if same had originally been executed by Assignee as the purchaser thereunder.

If more than one Tenant Purchaser executed the Agreement, then all such signatories to the Agreement must execute this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement this __ day of _____, 201__.

_____
Assignor

_____
Assignor

_____
Assignee

_____
Assignee

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT B

AFFIDAVIT

(to be executed in quintuplicate)

STATE OF NEW YORK)
) ss:
COUNTY OF)

_____ ("Assignee"), being duly sworn, deposes and says:

1. _____ residing at Unit No. __, 308-312 West 30th Street, New York, New York 10001 ("Assignor") assigned, transferred and set over unto Assignee all of Assignor's right, title and interest in, to and under that certain Purchase Agreement dated _____, 201__ (the "Agreement") made by and between WEST 30TH REALTY LLC, and Assignor, as purchaser, for Unit No. __, located at 308-312 West 30th Street, New York, New York 10001 (the "Premises");

2. Assignee or a member of Assignee's immediate family, will personally occupy the Premises; and

3. Assignee was not procured by Sponsor, the Selling Agent, or the Managing Agent.

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

RIDER TO AGREEMENT RE: STORAGE LOCKER LICENSE

RIDER ATTACHED TO AND FORMING PART OF AGREEMENT BETWEEN SPONSOR AND PURCHASER RE UNIT ____ AT 308-312 WEST 30TH STREET, NEW YORK, NEW YORK

R-1. LICENSE.

(a) Sponsor agrees to sell and grant, and Purchaser agrees to purchase the right to use a Storage Locker for a purchase price of _____ Dollars ($_____). At closing, Sponsor shall designate in its sole discretion, the Storage Locker which will be subject to such License. The License to use the Storage Locker shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

(b) Upon execution of this Rider, Purchaser has delivered a check to Sponsor (subject to collection) in the amount of **$**_____ representing the Deposit due in connection with the purchase of the Storage Locker License.

(c) Upon execution of the License, Purchaser shall pay to Sponsor the balance of the Purchase Price allocable to the License in the amount of **$**_____

R-2. ACCESS.

Purchaser may be required to place into escrow the balance of the purchase price for the Storage Locker License even though at Closing access may not be available for the area of the Building designated for such use.

R-3. DAMAGE TO THE STORAGE SPACE.

If there is a fire or other casualty to the Storage Space and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Agreement shall be deemed modified to provide for the closing of title with respect to the Unit and any other unaffected License(s) only. In such event, the Purchase Price shall be reduced by the amount of the Purchase Price allocated to the affected License(s).

R-4. DEFINITIONS.

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Agreement to which this Rider is annexed or in the Plan.

R-5. CONFLICTS.

In the event of any inconsistency between the provisions of this Rider and those contained in the Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

SPONSOR:
WEST 30TH REALTY LLC

By: _____
Name: Joel Wiener
Title: Authorized Signatory

PURCHASER(S):

_____

_____

STORAGE LOCKER LICENSE

LICENSE made this _____ day of _____, 200__ (this "License") by and between **THE BOARD OF MANAGERS OF THE IRVIN CONDOMINIUM**, acting on behalf of all Unit Owners, having an address at 308-312 West 30th Street, New York, New York, 10001 (the "Condominium Board" or "Licensor"), and _____, having an address at _____ ("Licensee").

WHEREAS, The Irvin Condominium (the "Condominium") is governed by a certain Declaration of Condominium dated _____, 201__, recorded in the New York County Office of the Register of the City of New York on _____, 201__ under CRFN _____ (as the same has been or may be amended from time to time, the "Declaration"), the by-laws of the Condominium (as the same has been or may be amended from time to time, the "By-laws") and the rules and regulations of the Condominium (as the same has been or may be amended from time to time, the "Rules and Regulations"; the "Declaration, the By-laws and the Rules and Regulations are hereinafter collectively referred to as the "Condominium Documents"); and

WHEREAS, in a portion of the cellar of the Condominium there are Common Elements designated for use as Storage Lockers (such portion of the cellar being the "Storage Space"); and

WHEREAS, in this Storage Space, storage lockers (collectively, "Storage Lockers") have been installed for use by permitted Unit Owners; and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Unit _____ in the Condominium (the "Unit"); and

WHEREAS, Licensee desires the right to the exclusive use of a Storage Locker for so long as Licensee owns a Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, and its permitted successors and assigns, a license for the exclusive use (the "License") of Storage Locker _____ (the "Designated Storage Locker") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof.

2. A Storage Locker may be used for the storage of personal effects of the Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any material which will pose a health or safety threat or which will result in the cancellation of insurance on the Building, or the contents thereof, or which would otherwise create a nuisance, be stored therein.

3. Licensee shall not (a) store any property in the Storage Space outside of their designated Storage Locker; or (b) allow any other person to use the License.

4. This License may be assigned by Licensee at any time provided the assignee (i) is a Unit Owner at the Condominium, (ii) assumes the obligations pursuant to the form prepared by the Condominium, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed

to the Condominium by the Licensee and/or the assignee. This License shall automatically terminate at such time as the Licensee no longer owns a Unit in the Condominium unless this License has been assigned to and assumed by another Unit Owner.

5. The Licensee represents that it has made a thorough inspection of the Storage Locker and agrees to take same in its "as is" condition as of the date of this License. Licensee shall, throughout the term of this License, take good care of and maintain the Designated Storage Locker. All replacements and repairs to the Designated Storage Locker shall be made by the Licensee at Licensee's sole cost and expense. All repairs and maintenance of the Storage Space shall be performed by the Condominium Board and the cost thereof shall be a Common Expense, unless the repair or maintenance is caused by the Licensee, in which case the Board shall charge the Licensee for the cost of the repair or maintenance.

6. Neither Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Storage Space and/or the Designated Storage Locker.

7. The terms of this License are subject to the terms of the Condominium Documents.

8. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Designated Storage Locker until Licensee cures such default or (ii) terminate this License upon written notice to the Licensee.

9. The Condominium Board and/or its agents shall have the right (but not the obligation) to open the Storage Locker in an emergency at any time, and, at other reasonable times upon prior notice to Unit Owner, to inspect and examine the Storage Locker and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

10. The Designated Storage Locker, until the termination of this License, is deemed to be, and treated as, for all intents and purposes, a Limited Common Element as it will, upon the purchase of a Storage Locker License, exist for the use and enjoyment of Licensee to the exclusion of all other Unit Owners.

11. This License shall not be construed under any circumstances to be a sale of the Designated Storage Locker or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this Agreement.

12. Licensee shall indemnify and hold the Licensor and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission or negligence of the Licensee or the Licensee's family, servants, employees, agents, guests and/or invitees in connection with this License.

13. Licensee shall be obligated to reimburse the Licensor for any legal fees and disbursements reasonably incurred by the Licensor in defending the rights of the Licensor under this License or, in the event Licensee defaults under this License, enforcing the Licensee's obligations hereunder.

14. Neither this License nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this License, which alone fully and completely express their agreement and

that this License supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this License and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this License, except as otherwise herein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this License shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and the Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by the Licensee of any and all of the provisions of this License to be performed by the Licensee.

IN WITNESS WHEREOF, the undersigned have executed this License as of the day and year first above written.

Agreed to and Acknowledged by

LICENSOR:

THE BOARD OF MANGERS OF THE IRVIN CONDOMINIUM

By:_____
Name:
Title:

LICENSEE(S):

_____
Name

_____
Name

EXHIBIT 2

CONDOMINIUM UNIT DEED

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the ____ day of _____, 201__ between WEST 30TH REALTY LLC, a New York limited liability company, having an office at One Penn Plaza, Suite 4000, New York, New York 10119 ("Grantor") and _____ ("Grantee"), having an address at _____.

W I T N E S S E T H:

That Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee, forever:

The Condominium Unit (the "Unit") in the premises known as THE IRVIN CONDOMINIUM and by the street number 308-312 West 30th Street, Borough of Manhattan and County, City and State of New York, said Unit being designated and described as Unit No. _____ in the declaration (the "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 _____ __, 201_ and recorded in the New York County office of the Register of the City of New York (the "City Register's Office") on _____, in Reel _____ page ____, and also designated as Tax Lot(s) ____ in Block _____ 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 located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the by-laws of THE IRVIN CONDOMINIUM (as the same may be amended from time to time, the "By-Laws")

Together with an undivided _____ percentage interest in the Common Elements (as such term is defined in the Declaration);

Together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in 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 Grantee and the heirs or successors and assigns of Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatsoever, except as aforesaid.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the 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.

Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

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

WEST 30TH REALTY LLC

By: _____
Name.
Title:

_____
Grantee

_____
Grantee

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

On the ____ day of _____ in the year 201__ 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____ in the year 201__ 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____ in the year 201__ 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A

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:

BEGINNING at a point on the southerly side of West 30th Street distant 136 feet westerly from the southwesterly corner of 8th Avenue and West 30th Street;

RUNNING THENCE southerly parallel with 8th Avenue, 98 feet 9 inches to the center line of the block;

THENCE westerly along said center line of the block, 66 feet;

THENCE northerly parallel with 8th Avenue, 98 feet 9 inches to the southerly side of West 30th Street;

THENCE easterly along the southerly side of West 30th Street, 66 feet to the point or place of BEGINNING.

SCHEDULE B

PERMITTED ENCUMBRANCES

REFER TO PERMITTED ENCUMBRANCES SET FORTH AS SCHEDULE A TO THE PURCHASE AGREEMENT AND IN THE SPECIMEN TITLE POLICY

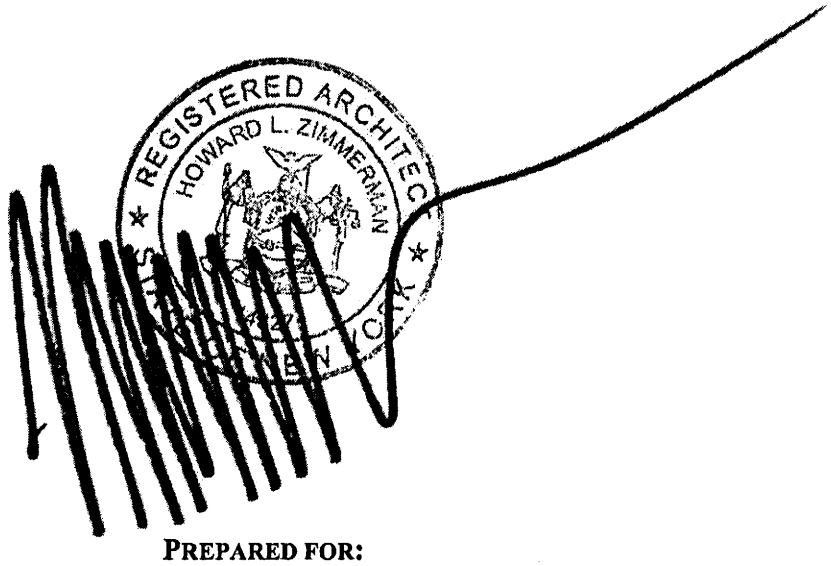
TO BE INSERTED PRIOR TO CLOSING

EXHIBIT 3

DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY & BUILDING CONDITION

308-312 WEST 30TH STREET
NEW YORK, NY 10001



PREPARED FOR:

THE PINNACLE GROUP
1 PENN PLAZA, SUITE 4000
NEW YORK, NY 10019

DATE: DECEMBER 19, 2012
REVISED: JULY 1, 2013
PROJECT#: 12-308-312WEST30TH STREET

SECTION 23.7 Description of Property and Building Condition

PREFACE

This Report was prepared for the Sponsor for inclusion in an offering plan for said building in compliance with the requirements of the Department of Law of the State of New York. I hereby authorize reproduction of this Report for such purpose exclusively. Reproduction for any other purpose is not authorized.

The intent is to provide a description of the materials, finishes, equipment and structure which comprise this Building, as outlined in the guidelines of the office of the Attorney General of the State of New York.

The content of this Report are based on:

1. An inspection of the existing records and applications on file with the Department of Buildings of the City of New York which were made available for review;

2. A visual inspection of some, but not all areas of the Building, including cellar/lobby, public halls, roof bulkheads, exterior walls, yards, and courts, some but not all apartments, and related equipment contained therein;

3. Information on open violations on record provided by the governing New York City Agencies;

And

4. Information provided by the Sponsor and/or his representatives.

Inspections were made on June 6, 2012, June 22, 2012; July 11, 2012; July 12, 2012; August 1, 2012; August 2, 2012; August 20, 2012; and June 12, 2013; and the conditions described then existed. Visual examination was made of a sufficiently large sampling of the spaces and equipment as deemed necessary in our professional opinions/but not, unless stated herein, any tests or penetrations into walls, ceilings, floors, etc. or removal of any structural or mechanical elements.

Except as noted in this Report, no representation is made as to the condition or legality of the various elements of the Building. This Report is not to be construed as a guarantee or warranty. It is not intended or prepared for the purpose of fixing a value to the property or as an opinion as the advisability or inadvisability to purchase condominium units being offered pursuant to the Sponsor's offering plan.

Unauthorized reproduction or alteration of this Report or any part thereof, without the express written permission of the undersigned, is a violation of the New York State Law and is prohibited. Except as indicated herein, no part of this document may be reproduced or utilized in any form or by any means, electronic or mechanical, including photo-copying, recording or by any information retrieval system, without permission in writing.

CONDITION

(a) *Location and Use of Property*

(1) Address: 308 West 30th Street, New York, NY 10001

(2) Block, Lot Number, and BIN: Block 753, Lot 48, 1013497

(3) Land Use: Multi-Family Elevator Building

(4) Zoning: R8B; Residential

(5) Permissible Use: The R8 zoning district is a general residential district typically of built-up, medium density buildings. This district is designed for the development of all types of residential buildings.

(b) Status of Construction

(1) Year Built: 1925, Certificate of Occupancy issued on 11/21/1956.

(2) Class of Construction: Certificate of Occupancy No. M000046581 states that the Building is Class 1 fireproof.

(3) Certificate of Occupancy No. M000046581 of 1956 indicates Multiple Dwelling 'A' at the Basement, floors one (1) through nine (9), and at the penthouse. The boiler room, storage, tenants' laundry, Superintendent work shop and elevator rooms are located at the Cellar level. See Appendix 1.

The Sponsor has advised that they will be modifying the laundry room as well as installing approximately thirty-four (34) wire mesh storage lockers in the Cellar with the potential of adding twenty (20) more wire mesh storage lockers at a later date. If installed, they will be located in a separate location within the Cellar. The Sponsor is also creating a bike room for the storage of approximately thirty (30) bicycles at the Cellar level. Refer to Drawing A3-01A labeled "Proposed Cellar Plan" for the exact locations of the proposed modified laundry room, storage lockers and bike room.

(4) Alteration Permit Numbers and Description of Work done:

The following open records of alteration were found at the New York City Department of Buildings as of 07/23/2012:

Permit Number	Issued Date	Description of Work
103364823	02/04/2003	Replace Boiler and Oil Burner (NYC Boiler No. 40902-01) and change grade of fuel oil from #6 to #4. No change in egress, occupancy or use.
103488469	06/18/2003	Misc. renovations in Apt's 2D, 6A, & 10C to

		include replacing bathroom and kitchen fixtures and finishes on existing roughing, patching and painting throughout. No change to use, egress nor occupancy.
103776004	05/21/2004	Misc. renovations in Apt's 1A (1st Flr), 6A (6th Flr) & 9D (9th Flr). Work to include replacing all plumbing fixtures on exist. Roughing, spackle and paint. There will be no change to use egress nor occupancy.
103834102	07/19/2004	Misc. renovations in Apt's 5B (5th Flr) and 9F (9th Flr). Work to include replacing all plumbing fixtures on existing roughing, minor partition work, spackle and paint. There will be no change to use, egress nor occupancy.
121161786	07/25/2012	Proposed installation of heavy duty sidewalk shed filed for remedial repairs as per plans. No change in use occupancy or egress under this application. Live load 300 per square feet. Sidewalk shed shall comply with Chapter #33 of the 2008 code.
121503113	01/23/2013	Renovation of apartments to include new flooring, doorways, bathroom tile work and kitchen cabinets. Replace bathroom and kitchen fixtures. No change to used, egress or occupancy. [Floors: 5, 6, 7, 8, 10]. Tenant protection plan notes included in drawing set. Alteration to Units 5B, 7B, 7E, 8E, and 10B.
121522940	02/05/2013	Install new roof deck on floor 10 and roof, and new exterior access stair, for top 2 apartments. No change to use, occupancy or egress. [Floors: 10, Roof]
121548085	02/28/2013	Remove and replace existing partitions, relocate plumbing fixtures as shown on drawings filed herewith. No change in use, egress or occupancy. [Floors: 2, 6, 7, 10]. Tenant protection plan notes included in drawing set. Alteration to Units 2C and 6A.
121548076	02/28/2013	Remove and replace existing partitions, relocate plumbing fixtures as shown on drawings filed herewith. No change in use, egress or occupancy. [Floor: Cellar]. Tenant protection plan notes included in drawing set. Alteration to Cellar.
121511587	03/06/2013	Remove and replace existing partitions as indicated, relocate plumbing fixtures as indicated as shown on drawings filed herewith. No change in use, egress or occupancy. [Floors: 2, 3,4, 7, 9]. Tenant protection plan notes included in drawing set. Alteration to

		Units 2D, 3D, 4F, 7F and 9D.
121603210	04/29/2013	Cosmetic renovation as per plans filed herewith. As shown on drawings filed herewith. No change in use, egress or occupancy. [Floors: 1 thru 8]. Tenant protection plan notes included in drawing set. Alteration to Lobby.
140077841	05/09/2013	Construction of a trash and refuse room to accommodate the installation of trash compactor equipment, related trash chute, and masonry shaft enclosure. No change of use, occupancy, and egress. [Floors: Cellar, Basement, 1 thru 9, PH]

**Note: None of the above filings require the Certificate of Occupancy to be amended.*

The Sponsor has also provided the following summary of work:
The apartment renovations shall include the installation of new: interior partitions, bathrooms, kitchens, electrical wiring, lighting, LV (low voltage) wiring, wood flooring, doors, moldings, appliances, hardware and fixtures, and painting.

The Lobby renovation shall include the installation of new: partition walls, doors, lighting, tile/stone work, wall coverings, moldings and trim work and painting.

The Hallway renovation shall include the installation of new: ceiling framing, moldings and trim work, lighting, doors, wall coverings, flooring and painting.

The Laundry room renovation shall include the installation of new: framing, doors, flooring, windows, lighting and machinery.

(c) *Site*

The property is located on a lot with the main entrance located on the south side of West 30th Street on the block between 8th Avenue and 9th Avenue. in the Borough of Manhattan in the City of New York.
It is bounded on the East by a five (5) story multi-family walk-up building; on the west by a seven (7) story multi-family elevator building.

(1) Size: The rectangular lot is sixty-six feet (66') along West 30th Street and ninety-eight feet nine inches (98'-9") deep.

(2) Number of Buildings and Use: There is one (1) eleven (11) story building (including penthouse) plus an on-grade cellar on the site. The main entrance and lobby are located at the basement which is considered the first floor. There are a total of sixty (60) apartments, a Superintendent's apartment, a boiler room, storage rooms, Superintendent's workshop, and a tenant's laundry facility. Five (5) apartments are located at the first floor (basement). There are six (6) units

per floor on floors two through ten (1st to 9th story) and two (2) units on the eleventh (11) floor (10th story or penthouse).

(3) Street Owned or Maintained by the Project: All streets are owned by the City of New York and maintained by the Condominium. The streets in front of the Building are described as the following:

(i) Paving: The asphalt paved street is generally in fair condition. Minor spalls and moderate cracks were found on the surface.

(ii) Curbing: Steel faced curbing on West 30th Street is in acceptable condition.

(iii)Catch Basins, Drainage: Manhole covers were observed. They appear to be for access to Con Edition Company utilities.

(iv)Street Lighting: There is no street lighting located on the West 30th Street sidewalk (in front of the Building).

All items are in conformity with New York City Department of Transportation Highway Rules.

(4) Drives, Sidewalks, and Ramps:

(i) Paving: The concrete sidewalk in front of the Building along West 30th Street is in the process of being replaced and once completed, it should be in fair condition with no tripping hazards or ponding. The topping slab was demolished in order to waterproof the vault below. A bituminous membrane was being installed at the time of our visit. Concrete was to be poured and finished at the same cross slope as the adjacent sidewalks. To the best of our knowledge and as far as we can determine, the proposed sidewalks appears to be handicap accessible.

The sidewalk vault extends out approximately twelve (12) feet into the street right of way. The sponsor advised that any maintenance, if any, to the structural integrity has been addressed during the current repairs. The concrete in the side yards and in the rear yard is considered to be in acceptable condition. Moderate cracks and spalls were observed throughout.

(ii) Curbing: N/A

(iii)Catching Basins, Drainage: There are no drains located on the sidewalk in front of the Building along West 30th Street. No catch basins were observed on the sidewalks. No Manhole covers were observed on the sidewalk.

(iv)Street Lighting: All exterior lighting is surface mounted to the Building.

The sidewalk paving is in conformity with New York City Department of Transportation Highway Rules.

(d) *Utilities*

(1) Water: Provided by New York City as part of its services via a metered line.

(2) Sanitary Sewer: Provided by local municipality.

(3) Storm Drainage: Provided by local municipality.

(4) Gas: Provided by Consolidated Edison Company of New York, a regulated public utility.

(5) Electricity: Provided by Consolidated Edison Company of New York, a regulated public utility.

(6) Telephone: Provided by Verizon Telephone Company of New York, a regulated public utility.

(7) Fire Hydrant: There is no fire hydrant in front of the Building. However a siamese standpipe is located on the sidewalk between both main entrances. A fire hydrant was observed across West 30th Street just west of the northwestern intersection of West 30th Street and Eighth Avenue.

(8) Mailbox: The closest mailbox is located just south of the southwest intersection of West 30th Street and Eighth Avenue on Eighth Avenue.

(9) Public Telephone: The closest public telephone is located on the north side of West 30th Street just west of the intersection of West 30th Street and Eighth Avenue.

(10) Transit: The entrance to the A, C, E subway lines are located at the intersections of Eighth Avenue and West 33rd Street as well as the intersections of Eighth Avenue and West 34th Street. The entrance to the 1, 2, 3 subway lines are located at the intersection of West 32nd Street and Seventh Avenue. The entrance to the 1 subway line is also located at the intersection of West 28th Street and Seventh Avenue. Penn Station provides access to the Long Island Railroad (LIRR), New Jersey Transit, and Amtrak are at West 32nd Street Seventh and Eighth Avenues. Access to the PATH train is available at West 32nd Street and Sixth Avenue as well as West 33and Sixth Avenue. The M20 bus runs uptown along Eighth Avenue and downtown along Seventh Avenue. The M11 bus runs downtown along Ninth Avenue and Uptown along Tenth Avenue. The downtown M7 bus runs along Seventh Avenue. The M34 BUS runs cross town on 34th Street.

(e) *Subsoil Conditions*

(1) Detailed architectural/engineering plans for the Building foundations were not reviewed. The Building is constructed with a concrete slab on grade. Foundation walls consist of concrete, concrete block and brick masonry. Visual inspection of the cellar floors and the exterior facades showed no evidence of cracking or mortar joint decay that may indicate uneven foundation movement and settling.
(2) The cellar is primarily dry. There is evidence of some cracking in the stucco wall finish which may or may not be of a structural nature. The underside of the basement concrete slab exhibited some minor deterioration with exposed steel rebar in the Superintendents workshop. The Sponsor advised that the underside of the slabs will be patched and all exposed rebar is to be scraped and primed prior to patching. These conditions may be a result of moisture, seepage or ground water infiltration that have occurred in the past and are not current. During our last visit we observed that the inboard finish side of the wall was removed, exposing the exterior wall which was in acceptable condition. Wetness was observed however, waterproofing of the vault anticipates repairing this issue. The minor cracks in the walls are believed to be from settlement.At the time of our last visit, the foundation walls and beams are structurally sound.
(3) The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) flood maps show this area has very low risk of flooding. Flooding may only occur in the event of a water main break in the street. No practical preventative action is suggested. Any goods stored in the cellar should be removed in the event of a flood. Additional U.S Geological Survey Maps show this area to have a very low risk of earthquake, mudslide, and erosion. The Sponsor has advised that there were no leaks, water infiltration, or power lost during Hurricane Sandy of October 29, 2012.

(f) *Landscaping and Enclosures*

(1) Grass Cover: There is no grass cover on the property.
(2) Plantings: Miscellaneous plantings are located at the rear terraces on the first floor.
(3) Trees: There are no trees located in front of the Building along West 30th Street or in the rear yards.
(4) Fencing: The wood fencing at the rear yards at the first floor was removed. The Sponsor advised that they areplanning on installing a new fence and the material is to be determined. Sponsor advised that the height of the new fence will be no more than six (6) feet tall.
(5) Gates: There are no gates on the property.
(6) Garden Walls: There are short masonry garden walls at the property line in the rear yard. The walls are constructed of brick masonry. Some are finished with stucco. The garden walls are considered to be in acceptable condition.
(7) Retaining Walls: No retaining walls were observed on the property.
(8) Display Pools and Fountains: N/A

(g) *Building Size*

(1) Total Height: According to C of O No. M000046581, the Building is approximately one hundred-five feet (105') above curb level.

(2) Crawl Spaces: N/A

(3) Number of Subcellars and Cellars: The Building contains one (1) cellar level and a basement (considered the first floor). The main entrance and lobby are located at the basement level as well as five (5) apartments, and mail boxes.

(4) Number of Floors: The Building contains stories (11) stories (including the basement and penthouse) plus a cellar.

(5) Equipment Rooms: The boiler room, oil tank room, elevator room, electrical meter room and the gas meter room are located at the cellar level.

(6) Parapet: The average height of the parapet wall is approximately forty-two inches (42").

(h) *Structural System*

(1) Exterior of the Building:

(i) Walls: The structure of the Building appears to be a reinforced concrete slab and reinforced concrete frame with brick masonry bonded walls and masonry infill. Sponsor has advised that there is no insulation in the exterior walls from floors one to nine (1-9). The penthouse metal cladding was removed and one to two (1-2) inches of insulation was installed. Stucco is to be applied to insulation. R-value is unknown. At the time of our inspection, there does not appear to be evidence of any active water leaks at the exterior walls.

The West 30th Street façade is composed of red brick, terracotta and cast stone ornamentation. Ornamentation includes keystone at masonry opening arches, lintels, water tables, decorative columns and panels between window heads and lintels, and stone railings. The courtyard and rear face brick is composed of brown-beige brick masonry. The exterior penthouse walls are clad in flat aluminum streamline panels.

All walls are in acceptable condition. According to the Building Superintendent, no active leaks through the walls have been reported recently. Minor cracks and loose joints are observed at every façade. Repointing work and brick replacement were observed in various locations.

Local Law 11/98 applies to the Building. No report was submitted for Cycle 6. The Cycle 7 window of inspection for this lot began on February 21, 2012 and closes of February 21, 2013. The Sponsor provided a copy of the combined Cycle 6 & 7 Local Law report prepared by Andrew Katz Engineers. A handwritten note states it was submitted on January 28, 2013 with the last inspection performed on January 10, 2013. The report has not yet been accepted by the NYC Department of Buildings. The Building was filed as Safe With Repair and Maintenance. However, repairs had to be completed by April 2013. The terracotta and brick masonry at the front façade appears to have been repointed. The Local Law 11/98 Cycle # 6 and 7 Report can be found in Appendix 2.

(ii) Windows: Most windows in the Building are in acceptable condition. No active leaks through the windows have been reported recently. The Building has double hung/double-pane (insulated)windows and are approximately ten (10) years old. It could not be determined if the window frames are thermally broken. Sponsor has advised that the windows can open and close. The Sponsor has also advised that they will be replaced as needed. All windows appear to be aluminum framed, double-pane/double hung windows with steel lintels, stone or pre-cast concrete sills, anti-drift latches, tilt sash latches, spiral balances, and cam locks. The windows at the open stairs have wired glass. Windows in the apartments have various types of child guards. The owner is responsible for providing and maintaining the child guards when an apartment is occupied by children as per the NYC code. Only New York City Fire Department approved gates are allowed on fire escape windows. All other types should be removed. Air conditioning units may not be installed at the fire escape windows. All lintels and sills are considered to be in acceptable condition. Moderate deterioration was observed on several lintels and sills throughout all facades. Selective sills have been replaced at the rear façade. No lot line windows exist.

(iii)Landmark Status: The Building does not have a landmark status.

(2) Parapets and Copings: The parapet walls are 2-wythe brick walls with a combination of stone copings (penthouse level) and aluminum coping covers (main roof). The copings at the roof have been capped with metal covers. The main roof parapet walls are very low and with the aluminum sub-frame installed, the parapets are approximately the height of the metal coping cover (approximately six to eight inches (6"-8") tall). The stone copings have been coated with a tar-like material (penthouse level) has been removed and new pre-cast stones have been installed. With the aluminum sub-frame installed, the parapets range from approximately eighteen to thirty four inches (18"-34") tall.

Selective coping stones at the rear masonry knee walls have been replaced with pre-cast coping stones. The inboard sides of the parapet walls at the penthouse level have been repointed.Some joint erosion was observed at the outboard side of the parapet wall at the east, west, south and courtyard facades. At the time of our visit, the parapets and copings are considered to be in fair-acceptable condition. Railings are to be installed on top of the copings at the Penthouse and Main roof to comply with building code. No drawings were provided for the proposed final parapet height with railings, but at minimum would meet code. Sponsor advised that railings will be composed of aluminum.

Surface applied reglet flashing at the base of the parapet wall was observed. The penthouse roof had sealant at the joint where the flashing was installed. The main roof has flashing installed, but its termination could not be determined with the installation of the metal coping cover.

(3) Chimneys and Caps: There are two (2) chimneys/flues. One is believed to be inactive while the other is for the boiler – both are constructed of masonry. The inactive chimney will be properly closed with concrete at the top and at the bottom. Currently the only flue can be considered the boiler chimney and the Sponsor will provide an extension constructed of stainless steel to make it the code compliant height. Currently the clean out for the boiler chimney is located within the boiler room. The active chimney is located at the center of the south elevation. They are constructed of masonry. Eroded mortar joints in the masonry work were observed. Sponsor advised that the coping stones at chimneys are to be replaced. Generally, the chimney is considered to be in acceptable condition.

(4) Balconies and Terraces: There are no balconies. Unit 1C, Unit 1D and Unit 1E have terraces above the Cellar roof. New pre-cast pavers were installed over a new roof cap sheet at the first floor terraces. The pavers appear to slopewith the cellar roof. Units PHA and PHB have wrap around terraces from the tenth (10th) floor setback. An aluminum sub frame has been installed at the PH terraces. The Sponsor has advised that the finished surface will be composed of Aluminum with epoxy. For condition of terrace roofs see sections (h)(7)(i)(a). For fence at rear terraces see section (f)(4), At the time of our inspection, the terraces are considered to be in acceptable condition. No railings were installed at the penthouse or rear terraces, but will be to comply with code.

(5) Exterior Entrances: There are two entrances from the sidewalk along West 30th Street. Each entrance is composed of one (1) glass door with side lites on each side.

(i) Exterior Doors and Frames: Each front entrance has one (1) wood framed single-lite in-swing doors with glass side lites on each side. Both doors are operable and are considered to be in fair condition.

(ii) Vestibule Doors and Frames: The main entry leads to a semi-circular vestibule. There are two (2) doors that lead out from apartments

(Sponsor anticipates sealing these doors up as they are not required for egress), one (1) door that leads to the basement, one (1) double door to a storage closet, another door that provides egress from the enclosed fire stair for Units A and B. There is also a single metal framed door that leads into the lobby. The Sponsor advised that this door is to be removed. Another controlled access door is to be installed in the existing lobby. During the last visit a wall was under construction.

(iii) Exterior Stairs: There are two (2) sets of service stairs. The first is located just behind gate at the western corner of the Building along West 30th Street. The stairs lead to a side yard. There is another set of stairs from the side yard that leads to the rear yard. Both are located below the Building above rather than alongside the Building. The metal railing at the cellar stair and rear deck is rusted. Sponsor advised it willbe replaced.

(iv) Railings: Steel picket window guards have been installed at the first floor street facing windows. The metal railings are adequate for exterior use. The railings have rusted, but have been painted to reduce corrosion. Sponsor has advised most existing railings at the stairs are to be replaced. All railings are in acceptable condition.

(v) Mailboxes: There is (1) aluminum mailbox panels in the Building lobby. The mailboxes are approved by the U.S. Postmaster General. They are individually keyed on the left and hinged on the right. All mailboxes and the panels are considered to be in fair condition.

(vi) Lighting: Combined, there are four (4) surface mounted lights on each side of the main entry doors along West 30th Street.

(vii) Drainage: Drainage at the front entrance will be adequate once the topping slab is poured and matches the slope of the adjacent sidewalks.

(6) Service Entrances: There is one (1) service entrance at the western corner of the Building along West 30th Street. There is also a hatch at the south eastern corner of the property line (rear terrace/yard). The hatch provides access from a cellar storage room. See Section (c)(4)(i) for ADA compliance.

(i) Doors and Frames: Both service doors and frames are constructed of metal. They are considered to be in satisfactory condition.

(ii) Gates: There is one (1) gate. The gate controls access to the west side yard.

(iii) Exterior Stairs: See Section (h)(5)(iii) for locations of stairs and ramps.

(iv) Railings: See Section (h)(5)(iv).

(v) Hallway: N/A.

(vi) Drainage: At the time of inspection, drainage appears to be adequate as there was no clogging or ponding water.

(7) Roof and Roof Structures:

(i) Type of Roofs for All Areas

(a) Material: The main roof and penthouse roof are constructed of a flat and built up modified bitumen roof membrane coated with

aluminum paint. Bubbling and soft spots were observed at both roofs. However no active leaks were reported at the time of our inspection. There does not seem to be an issue with the structural deck and framing. Sponsor advised that a firestone cap sheet was installed over existing roof assembly on both the main and PH roof. With the installation of the new cap sheet, any sources of water infiltration at the roofs should be eliminated and therefore at the time of our inspection, there does not appear to be evidence of active water leaks from the roof membrane. Sponsor advised that the main roof will be used as a roof deck for the residents of the condominium. The roof is considered to be in fair ~~poor~~ condition.

(b) Insulation: Unknown. Further investigation should be conducted to understand the material and condition of the insulation.

(c) Surface Finish: The roofs at the first floor have bitumen cap sheets. The main roof and penthouse roof are coated with aluminum paint.

(d) Bond or Guarantee: Sponsor advised that the contractor (installer) will provide a ten (10) year warranty.

(e) Flashing Materials (Including Counter Flashing): The penthouse roof has through wall metal flashing at the parapet wall. There is no flashing at the penthouse walls. There is a combination of surface mounted flashing with sealant and through wall flashing along the main roof perimeter. The roof membrane appears to tie into the bulkhead wall at its base.

(ii) Drains

(a) Location, Material and Type: Scupper drains are located at the penthouse roof, main roof and within the side yards [see section (h)(9)(ii)]. The locations of the scupper drains are noted on Drawing A3-13 labeled "Roof Plan". Most of the scuppers have strainer covers. Both the scupper and cover are considered to be in acceptable condition. No obvious failure of the scuppers were observed or reported at the time of our inspection.

(b) Gutter and Leaders: There are ten (10) scuppers located at the penthouse roof and main roof. Locations of the scuppers are noted on Drawing A3-13 labeled "Roof Plan". These scuppers lead to a gutter and leader system that provides adequate drainage. The gutters and the leaders are considered to be in acceptable condition.

(iii) Skylights: There are three (3) skylights on the roof. The frame and glass of each of the skylights was replaced recently by the Sponsor. Skylights were also observed over the elevator bulkheads. These have also recently been replaced by the Sponsor. Code compliant wire mesh was observed over the skylights. The locations of the skylights on the roof can be found on A3-13 ("Roof Plan"). The northern most skylight has the approximate dimensions of seven feet (7'-0") by five feet (5'-0"). The purpose of this skylight is believed to be for natural

light. The two other skylights can be found in the middle of the building. Their dimensions are approximately four feet-six inches (4'-6") by five feet-eight inches (5'-8"). The purpose of these skylights is believed to be for natural light and/or emergency access as these are directly over the enclosed fire stair and open stairway.

(iv) Bulkheads:
- (a) Stairs: There is no stair bulkhead at the main roof.
- (b) Elevator: There are two (2) elevator bulkheads. Its construction is unknown because the finished surface has been coated in aluminum paint. Generally, the elevator bulkhead is considered to be in acceptable condition. There is one (1) set of steel stairs and one (1) ladder leading to the elevator mechanical rooms at the elevator bulkheads.
- (c) Other: None

(v) Metal Work at Roof Levels:
- (a) Exterior Metal Stairs: besides the stairs noted in Section (h)(7)(iv)(a) there is also a steel stairway to the hatch door of one of the elevator mechanical room. They are considered to be in acceptable condition.
- (b) Vertical Ladders (Including Goosenecks): There is a steel ladder from the penthouse roof to the main roof and a ladder to the hatch door of the second elevator mechanical room. There are two (2) ladders from the 1st floor roof (basement) to the Cellar level at both side yards. All are rusted, but are in acceptable condition. There
- (c) Railings: There are no metal railings at the roof level.
- (d) Hatches to Roof: There are no hatches to the roof.
- (e) Other: None.

(8) Fire Escapes:

(i) Location: There is one (1) exterior fire escapes at the rear (south elevation) of the Building and two (2) enclosed interior fire stairs. The location of the exterior fire escape is noted on Drawing A1-01 labeled "Site Plan". The fire escape is considered to be in acceptable condition.

(ii) Floors Covered: The fire escape extends from the 10th floor down to the 1st floor (basement level).

(iii) Drop Ladder: Standard vertical steel drop ladders are engaged to extend to the cellar, the street level, and garage roof. The drop ladder is considered to be in fair condition.

(iv) Type: The fire escape is cantilever steel type with steel-slat landings and treads, open-riser stairs, bar stock handrails, and wrought stock balustrades. The fire escape is attached and supported to the façade wall.

(v) Materials: The fire escapes are made of painted steel. Minor peeling of the paint was observed.

(9) Yards and Courts: There are three (3) yards on the premises. The side yards are located at the east and west side of the Building while the rear yard (terrace) is located on the south side of the Building. The Yards are noted on Drawing A1-01 labeled "Site Plan". There are no courts.

(i) Paving: The concrete pavement was discussed in Section (c)(4) (i).

(ii) Drainage: There are six (6) drains in the yards. There is a drain at each of the first floor roofs and at the concrete floors of the side yards. There are also two (2) drains in the rear yards. Refer to Drawing A1-01 labeled "Site Plan" for the exact locations of all of the drains.

(iii) Railings: There are no railings in the east and west yards.

(iv) Stairs: There are no stairs in the east, but two sets of stairs are accessible in the west yard.

(v) Fencing: There is no fencing in the east and west yards. There is wood privacy fence along the southern property line.

(vi) Walls: There is a short garden wall at the south yard, but no additional walls in the east and west yards besides the Building walls.

(10) Interior Stairs:

(i) Number of Stairs of Each Type: There is a four (4) riser set of stairs from the main entry vestibule to the lobby. There is a set of stairs that lead from the cellar to the entry vestibule. There is also one (1) open stairwell and two (2) closed fire stairwells. The open stairway can be accessed at the lobby level up through the penthouse. The closed fire stairs between Units A and B are accessible from all floors and lead out to the entry vestibule. Units C and D are accessible from all floors and lead to the lobby. The locations of the interior stairs are noted on the A3 drawing sheets.

(ii) Enclosure: All stairs are enclosed by Building walls and open to each floor landing. As noted in (h)(10)(i) not all stairs lead to the lobby level.

(iii) Stair Construction: All stairs are constructed of iron stringers, iron treads, iron landings, steel plate risers and painted wood handrails, which are mounted to rectangular metal balusters which are mounted to the stringers. On the other side of the stairs there are also wall-mounted wood or steel handrails. All metal and wood components are painted.

(iv) Stringers: The painted iron stringers are generally considered to be in fair condition.

(v) Treads: The iron treads are generally considered to be in fair condition.

(vi) Risers: The steel plate risers are generally considered to be in fair condition

(vii) Guardrails: The steel handrails are generally considered to be in fair condition.

(viii) Balustrade: There are no balustrades at the stairwell.

(11) Interior Doors and Frames:

(i) Unit Entrance and Interior Doors and Frames: Unit entrances have metal doors and frames with key dead bolts, peek holes and self-closing springs. All entrance doors have a fire door label. Some are painted over so a fire rating cannot be determined. However, the doors with tags not painted over state a Class B 1-1/2 hour fire rating. Interior bedroom and bathroom entrances have wood doors and metal frames.

Most of the doors are in fair condition.

(ii) Corridor Doors and Frames: The corridor doors at the cellar level are constructed of metal doors and metal frames.

(iii) Stair Hall Doors and Frames: There are no stair hall doors or frames in the Building.

(iv) Roof Door, Basement Doors and Frames: The doors exiting the Building to the yards and roof have metal doors and frames. Some are painted over so a fire rating cannot be determined. However, the doors with tags not painted over state a Class B 1-1/2 hour fire rating.

(12) Elevators:

(i) Number of passenger and service elevators: There are a total of two (2) passenger elevators in the Building. One of the elevators serves all floors of the Building and the second elevator does not serve the cellar level. There is no dedicated service elevator. The elevators are considered to be in acceptable condition with the last modernization occurring circa 1996. The elevator inspection records are current at the time of our survey and were posted within the elevator cabs.

(ii) Manufacturer, Age of Each Elevator and Capacity: The manufacturer of the elevators is Gurney Elevator. The elevator device numbers are 1P11694 and 1P11695. Each elevator has a capacity of 2,000 pounds.

(iii) Type of Operation for Each Elevator by Elevator Number or Location in Building: Both elevators are automatically operated.

(iv) Call Buttons: The elevators have call buttons at each floor and a call button panel with indicator lights in the cab.

(v) Floors Served: Elevator number 1 serves the cellar through penthouse and elevator 2 serves the ground floor through the penthouse.

(vi) Type: The elevators are basement level traction machines with roof level wheel houses.

(vii) Doors: The elevator has a two-section horizontal sliding door.

(viii) Location of Machine Room: The motor of each elevator is located at the cellar level.

(ix) DC Motor: Each elevator hoist motor is a 30HP direct current (DC) motor.

(x) AC Motor-Generator Set: The manufacturer of each AC motor-generator set is unknown. The motor generators appear to be replacement units and are considered to be in acceptable condition.

(xi) Other: All cables and controllers for the elevators are considered to be in acceptable condition. The controllers are manufactured by Motion Control Engineering (MCE) and were replaced circa 1996.

(13) Elevator Cabs:
- (i) Kind: The manufacturer of the elevator cabs is unknown.
- (ii) Floor: The elevator cab has vinyl flooring and is in acceptable condition.
- (iii) Walls: The elevator cab has stainless steel and wood veneer panels in fair condition.
- (iv) Ceiling: The elevator cab ceiling is a metal panel. A vent fan is located in the ceiling. The ceiling is in fair condition.
- (v) Lighting: The elevator cabs have fluorescent lights.
- (vi) Alarm, safety system: Both of the elevators have emergency stop buttons in the elevator cabs.

(i) *Auxiliary Facilities*

(1) Laundry Rooms
- (i) Location and Number of Rooms: There is one laundry room provided for the Building that is located at the cellar level. The laundry room has one step and therefore is not ADA accessible. The ventilation, exhaust, drainage, and lighting in the laundry room is new, adequate and in compliance with NYC Building Code. The new laundry room is equipped with a sprinkler system, which is also new and adequate.
- (ii) Clothes Washers: There are five (5) coin-operated single load washers. The washers are manufactured by Maytag and operated by SEBCO. The washers are in fair condition.
- (iii) Clothes Dryer: There are four (4) coin-operated gas-fired dryers in the laundry room. The dryers are manufactured by American Dryer Corp and operated by SEBCO. The dryers are in fair condition.
- (iv) Room Ventilation: The laundry room is mechanically ventilated via a fan within the laundry room.
- (v) Dryer Ventilation: Dryer exhaust within the laundry room is vented to the outside via through wall penetrations.

(2) Refuse Disposal
- (i) Incinerator: There are no incinerators in the Building.
- (ii) Compactor: There are no compactors in the Building.
- (iii) Approvals by Authority having Jurisdiction: None.
- (iv) Initial Storage Location: The initial storage is located at the cellar level and then it is collected by the Superintendent and brought to the street level.
- (v) Pick-up Schedule, and whether public or private provider: Regular refuse disposals are picked up every Wednesday and Saturday. Recycled disposals are picked up every Saturday. Pick-up is performed by New York City Department of Sanitation.

(j) *Plumbing and Drainage*

(1) Water Supply: The Building is provided with one (1) metered domestic water service. The service is 3-inch and enters at the Cellar level from West 30th Street and continues into the Building. The main domestic water shutoff valve is installed within the boiler room beneath the sidewalk vault. New backflow prevention devices are in the process of being installed by the Sponsor. The domestic water service is not insulated and in fair condition. There are two (2) house pumps that fill the roof tank. The steel supporting the wood storage tank is in sound condition and the tank was not leaking at the time of our survey. From the roof tank, all floors are provided with domestic water. At the time of our visit and during peak usage, the domestic water pressure and flow at the highest level fixtures surveyed was above the NYC Building Code minimum requirements and was deemed to be adequate.

Risers are provided for domestic cold water, hot water, waste and vent piping. Some of the piping throughout the Cellar level is not insulated. Insulation of the exposed piping is recommended and the estimated cost is approximately $7,500. It is likely the risers are not insulated and will not be insulated as part of the renovation. The implication of not insulating the risers is an overall minor amount of additional energy that will be used. Domestic cold water supply from each of the services is distributed to copper water supply risers and the integral domestic hot water coil in the boiler.

Domestic hot water is generated by an integral coil installed within the boiler. The capacity of the coil is adequate for the current domestic hot water demand load of the Building. One motorized tempering valve is provided to maintain domestic hot water temperatures. The domestic hot water is considered to be adequate.

Copper hot and cold water supply piping from risers extend to fixtures in the bathrooms and kitchens. In a building of this age, it is possible for crossover of hot and cold water to occur. This is typically caused by lack of check valves, single lever fixtures and flushometer type toilets throughout the Building. Monitoring of this condition should be continued as needed.

(2) Fire Protection System
- (i) Standpipes: There is a standpipe in the Building.
- (ii) Hose Racks, Hoses and Nozzles: There are no hose racks, hoses or nozzles in the Building.
- (iii) Sprinkler Heads: There are sprinkler heads in the laundry room and will be provided within the new compactor room. There will be no other locations within the building installing sprinkler heads.

(iv) Siamese Connection: There is one standpipe Siamese connection along West 30th Street.

It is recommended that sprinkler heads be installed within the laundry facility of the Building.

(3) Water Storage Tank and Enclosures: There is one water storage tank at the Building.
- (i) Number, Type, Location of each: One wood tank at the roof level of the Building.
- (ii) Material: Wood
- (iii) Access to Tank: Via ladder and roof level steel dunnage.
- (iv) Total Capacity: 7,500
- (v) Fire Reserve Capacity: 3,500

(4) Water Pressure and how Maintained: Water pressure is maintained throughout the Building by the roof level wood tank. Only house pumps are provided for the purposes of filling the roof tank.

(5) Sanitary Sewage System: There is a combined sanitary and storm drainage system.
- (i) Sewage Piping: The stacks and mains piping for the waste system are cast iron piping. Leaks do not occur frequently. The joints are in fair condition. The branch waste and vent piping at fixtures is in fair condition.
- (ii) The system serves plumbing fixtures and equipment throughout the Building. Drainage and vent piping extends up the Building in shafts. This piping is from the original building installation and in fair condition.
- (iii) Sewage Pumps: There are no sewage pumps in the Building.
- (iv) Sewage Disposal: The combined house sewer connects to the street sewer. The sanitary drainage and vent system is conventional gravity drainage system which flows from the vertical stacks to house sewer at Cellar level which is piped to the City sewer after being combined with the Building storm drains. One (1) sewer exits the Building along West 30th Street.
- (v) The toilets throughout the Building are a mix of tank type and flushometers. The water pressure is above the code minimum of 8 PSI. The hot and cold water piping has no implications. The new back-flow preventer and main shut-off valve are being installed in the boiler room under the vault. The water storage tank's steel is sound and is not leaking.

(6) Permit(s) required: All permits are to current date.

(7) Storm Drainage System: The combined sanitary and storm drainage system is described in section (j)(5).

(i) Catch Basins: There are no catch basins in the system.

(ii) Yard and Roof Drains: Roof drains are provided. The drains connect to the internal storm water system. This storm piping connects to the sewer line and exits the Building as a combined system.

(iii)Piping: Storm drainage piping is cast iron in fair condition.

(iv)Eject or Sump Pumps: There is one sump pump located within the Boiler Room.

(k) *Heating*

(1) The heating system consists of a one pipe steam heating system that is generated by a Scotch marine steel boilers. The Building radiators consist of one pipe cast iron units. The boiler is fitted with an integral domestic hot water coil. The boiler and integral domestic hot water heating coil is adequate to maintain the requirements of the Building.

(2) Number of Boilers and Description: The heating system is comprised of one (1) steel Scotch marine boiler that is fired on No. 4 fuel oil. The boiler is rated for an input capacity of 4,200 MBH and in fair condition. A visual inspection of the boiler indicated that leaks were not present. The boiler is approximately 9 years old, in good condition, and can remain in use. The service records for the boiler are current and posted. The hot water is provided within thirty seconds at all locations. The operation and maintenance manuals (O&M) are available and will be turned over.

The heating system in the Building is adequate. The boiler is provided with all required safety devices to maintain proper operation including low water cutout, barometric damper and pressure relief. Combustion air is provided into the Boiler Room via a louver to the exterior.

During any future boiler fuel conversations that may be undertaken, the existing boiler chimney will need to be extended to a code compliant height at the roof level and lined with an approved NYC DOB liner.

(3) Manufacturer and Age of Boiler: The boiler is a Federal AL Eastmond model FST-100 and approximately 9 years old with a 21 year life expectancy remaining.

(4) Manufacturer and Age of Burner: The burner is dual fuel (currently configured to operate on No. 4 fuel oil) and manufactured by Industrial Combustion model DEG-42P. The burner is approximately 9 years old with a 21 year life expectancy remaining.

(5) Type of Controls: Heat Timer control panel with outdoor temperature sensor is provided to cycle the boiler's operation.

(6) Radiators, Piping, Insulation, Valves, Pumps: Steam from the boiler is supplied to cast iron radiators by means of a one pipe distribution system. Steel piping extends vertically throughout the Building exposed or within concealed enclosures. Where exposed, steam piping heat kitchens and bathrooms. These risers were visually inspected in various locations and can remain in service.

Radiators typically are located beneath windows, within enclosures and/or are recessed within walls. Each radiator is coupled with an air vent and shut-off valve. The units are in fair condition and remain in service.

Additionally, some rooms (i.e. kitchen, bathrooms and smaller bedrooms) are provided with a single exposed steam riser. With systems of this vintage and configuration, knocking and banging of steam pipes will occur during heating cycles. Individual radiators, branch piping, valves and air vents should be examined and adjusted or repaired on an individual basis to reduce noise levels.

(7) Fuel: No. 4 fuel oil; natural gas for pilot only.

(8) Location of Oil Tank, Materials, Enclosure: No. 4 oil is contained in one (1) 4,000 gallon steel above ground fuel oil tank. The fuel oil tank is in fair condition and can remain in service. A Petrometer is provided for the fuel oil tank to measure the level of the fuel oil. Oil piping is black steel and in fair condition. The oil tank is overall in satisfactory condition with no leaks or pitting at the time of the survey.

(9) Capacity of Oil Tank: There is one fuel oil storage tank with a capacity of 4,000 gallons.

(10) For gas: N/A

(l) *Gas Supply*

(1) Type: Con Edison provides gas supply through a 3" gas service. Gas service enters the Building from West 30th Street.

(2) Meters: In the Cellar level there is gas piping which extends to Con Edison meters. A single twin set of gas meters are provided to meter all gas supplying the Building.

(3) Piping: Metered gas piping extends to the boiler for the pilot only, the laundry room, and all apartment kitchens. Exposed black steel gas piping is in fair condition and can remain in use.

(m) *Air Conditioning*

(1) Type of system: Air conditioning for apartments is provided as need basis by individual tenants or Unit Owners who purchase their own window type units.

(2) Central System: There is no central air conditioning system.

(3) Cooling Towers, Condensers: There are no cooling towers or condensers in the Building.

(4) Individual Units Covered by the offer: N/A

(n) *Ventilation*

Apartment kitchens and bathrooms are provided with a mix of natural ventilation via operable windows and passive ventilation via ductwork terminating at the roof level. The lobby and common hallways are provided with natural ventilation via operable windows as well. All habitable rooms have adequate light and ventilation that complies with the code requirements at the time of construction (prior to 1968 code). All ventilation was observed to be code compliant at the time of our survey and no evidence of "Sick Building Syndrome" was present at the time of our survey.

(o) *Electrical System*

The Building has one electric service. The electrical service is provided with a public light and power (PL&P) meter and each apartment is provided with a dedicated electronic meter.

(1) Service from main service switchgear: The service is rated at 208 volts, 3-phase (4-wire), 60 HZ supplied by Consolidation Edison.

(2) Service to individual units: Feeders (conduit/wire) extend to new circuit breaker loadcenters installed within apartments.

(3) Compartment switchgear: All switchgear and distribution panels within the electrical meter room are mounted directly to the concrete walls.

(4) Unit Service: Apartments are provided with meters and 2-pole (120/208 volt), 60 ampere riser circuit breakers. Electrical service to the apartments is considered to be adequate.

(5) Adequacy

(i) Service: Each apartment is provided with a replacement circuit breaker loadcenter. The circuit breaker panels were found to be in good condition. The panels serve lighting, appliances, convenience

outlets and air conditioning outlets throughout the apartments. The wiring within the apartments was found to be in fair-to-poor condition as some of the convenience outlets were two prong outlets that do not incorporate a ground. Additionally, some of the bathrooms and kitchens were not provided with GFCI outlets, and all bedrooms are not provided with AFCI circuits. It is recommended that as apartments are renovated the apartments be re-wired and new 3-prong outlets be installed throughout, new GFCI outlets in all wet locations (kitchens and bathrooms) and AFCI circuit breakers be provided for all bedroom circuits. The apartments were observed to be provided with local battery operated smoke and carbon monoxide sensors. Additionally, the lobby will be provided with battery operated smoke/carbon monoxide detectors as part of the ongoing renovation.

(ii) Lighting and Fixtures: Lighting in typical corridors is fluorescent type. Exterior lighting fixtures are provided at various parts of the facade.

(iii)Convenience outlets, Appliance Outlets: Convenience outlets are provided throughout the apartments. A portion of appliances and window air conditioning units are provided with dedicated outlets.

(p) *Intercommunication and/or door signal systems, security closed circuit TV*

There is a simple closed circuit push button buzzing system with one (1) buzzer panel at the main entrance and buzzers in all apartments. The buzzer panel and the buzzers observed within surveyed apartments were found to be in fair condition.

(q) *Public Area Lighting*

Cellar and stairways are not provided with emergency lighting. The hallways on each floor have ceiling mounted light fixture with compact fluorescent lamps. The lobby has ceiling and wall mounted light fixtures. All lightings appear to be adequate. However, it is recommended that combination exit signs with emergency lighting be installed throughout the hallways, lobby and at the cellar level.

(r) *Garages and Parking Areas*

There are no garages or parking areas on the property.

(s) *Swimming Pools*

There are no swimming pools at the premises.

(t) *Tennis Courts, Playgrounds and Recreation Facilities*

There are no tennis courts, playgrounds, or recreation facilities at the premises.

(u) *Permits and Certificates*

Permit	Issued By	Date Issued	Exp. Date
Certificate of Occupancy	Department of Buildings, City of New York	11/21/1956	--

Inspections:

(1) Low pressure boiler annual inspection
(2) New York City Local Law 11 of 1998 Façade Inspection
(3) Elevator Inspection

(v) *Violations*

The following open violations were found as of 12/19/2012:

Department of Buildings: 2 Open violations, 4 Open complaints.

Violation No.	Issue Date	Violation Type
V 113007LL1198NRF42460	11/30/07	Local Law 11 – No Report Filed
V082212CER01LP	08/22/12	Failure to Maintain Building due to Car Accident

Complaint No.	Issue Date	Violation Type
1339438	12/15/12	Illegal after hours work
1338967	12/08/12	Illegal after hours work
1337150	11/08/12	Work without a permit
1329653	07/19/12	Failure to retain water/improper drainage

Environmental Control Board: 6 Open

ECB No.	Violation Date	Description
34837499Y	07/08/10	Failure to maintain bldg wall(s) or appurtenances.
36012987J	04/28/10	Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances.
34872345P	03/29/11	Failure to maintain bldg wall(s) or appurtenances.
36018023M	12/15/11	Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances.
36018490L	06/11/12	Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances.
36015788K	01/25/11	Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances.

Bureau of Electrical Control: 8 Open Applications

Active Applications	Issue Date	Description
M333510	10/25/12	I - Awaiting Inspection Request
M330890	08/16/12	I - Awaiting Inspection Request
M329998	07/25/12	I - Awaiting Inspection Request
M324439	03/05/12	I - Awaiting Inspection Request
M220106	01/30/03	V – Objection Pending at Owner
M212252	05/22/02	V – Objection Pending at Owner
M178445	05/26/99	V – Objection Pending at Owner
M155205	06/09/97	I - Awaiting Inspection Request

The following open violations were found as of 08/08/2012:

New York City Fire Department: 0 Open

Department of Housing Preservation and Development (HPD): 5 Open violations (A class: 0; B Class: 4; C class: 1; I class: 0)

Violation No.	Issue Date	Hazard Class	Description
9229714 4309452	12/01/11	B	"§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and north, east walls in the 1st room from north at west located at apt 9a, 9th story, 1st apartment from west at north"
9186779 4289670	10/27/11	B	"§ 27-2005 adm code properly repair the broken or defective north lower sash window in the 5th room from east at north located at apt 9b, 8th story, 2nd apartment from west at north"
9186809 4289670	10/27/11	B	"§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). missing in the entire apartment located at apt 9b, 8th story, 2nd apartment from west at north"
9186805 4289670	10/27/11	B	"§ 27-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt 9b, 8th story, 2nd apartment from west at north"
4502323 1955224	03/07/03	C	"§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of scalding hot water in the bathroom located at apt 2b, 2nd story, 2nd apartment from west at north"

Department of Transportation: 0 Open

(w) *Unit Information*

There are sixty (60) Apartments and one (1) Superintendent Apartment.

The following Units are one (1) bedroom, one (1) bathroom apartments: 1A, 1D, 1E**, PHA.

The following Units are two (2) bedroom, one (1) bathroom apartments: 1B, all A-Line apartments on floors 2 through 10, all B -Line apartments on floors 2 through 10*, all C-Line apartments on floors 2 through 10*, all D-Line apartments on floors 2 through 10*, all E-Line apartments on floors 2 through 10*, all F-Line apartments on floors 2 through 10*, and PHB.

The following Unit is a three (3) bedroom, one (1) bathroom apartment: 1C***.

*The following list of apartments have bedrooms that do not comply with the Building code (associated drawing sheet are indicated in parenthesis): 4B (A2-10); 8C (A2-17); 9C (A2-18); 4, 5, 6, 7, 8, and 10D (A2-22); 2E (A2-25); 3E (A2-26); 4, 6, 7, 8, and 9E (A2-27); 10E (A2-29); 2, 3, 5, 7, 9, and 10F (A2-30); 8F (A2-33). The partition wall at the B and E vacant units have had or will have a wall pulled out to meet the eight (8) feet code requirement. The sponsor advised that the remaining B and E units will be addressed as they become vacant. The sponsor advised in all other units (9C, 4/5/6/7/8/10D, 2/3/5/7/8/9/10F) the walls will be removed as the units become vacant.

**Unit 1E (A2-24) currently has a second room that we have been advised is considered a bedroom. However it does not comply with code. The partition wall must be demolished. In its current configuration, there is no way to retain this apartment as a two-bedroom unit and must be considered a one (1) bedroom unit.

*** Unit 1C (A2-13) currently is a three (3) bedroom apartment. However, one of the bedrooms does not comply with code. The partition wall between the two bedrooms must be removed. If the Owner wishes to retain the number of bedrooms, a new partition can be installed so long as the bedroom walls are a minimum of eight (8) feet in any plan dimension in each bedroom. This would likely require removing or relocating the existing closet and shifting the door to the bedroom.

Based on solely visual inspection, light and air appears to be adequate.

There are currently twenty-eight (28) vacant units.

(1) Type and Grade of Finish Material Used in Each Type of Unit: The condition of the finishes varies, based on the age and the use by the tenants.

Room	Floor	Walls	Ceiling
Foyer	2 ½" Strip Wood	Painted Plaster	Painted Plaster
Kitchen	Vinyl/stone tile	Tile/Painted Plaster	Painted Plaster
Bathroom	Tile	Tile/Painted Plaster	Painted Plaster
Living Room/(Dining Room)	2 ½" Strip Wood	Painted Plaster	Painted Plaster
Bedroom	2 ½" Strip Wood	Painted Plaster	Painted Plaster

**Note: It is unknown whether the walls contain lead, and therefore it is a special risk. See section (aa)(2)*

(2) Presence, Type and Condition of all Bathroom Fixtures: The bathroom fixtures in the inspected apartments include gel-coated fiberglass or porcelain enamel tubs with shower head, single molded sink and countertop resting on wood cabinet base or wall mounted porcelain sink, and flush-valve and tank type toilets. The condition of the fixtures varies based on the age and use by the tenants.

(3) Presence, Type, and Condition of Kitchen and Laundry Equipment: The condition of the kitchen equipment varies based on the age and use by the tenants. Some of the apartments include original ovens and stovetops. Typically, equipment in the Kitchen included a sink, refrigerator, and oven with a four (4)-burner stovetop. The cabinets are constructed of painted wood, wood based and a stainless steel sink. The countertop material varies and is dependent on if/when renovations have been completed in each unit. Formica, granite and stone counter top finishes were observed. Some units also have dishwashers in the kitchen. This is dependent on if/when renovations have been completed in each unit. There are no laundry machines located inside the individual units.

(x) *Finish Schedule of Spaces Other Than Units*

Room	Floor	Walls	Ceiling	Condition
Storage Rooms	Painted Concrete	Painted Masonry	Painted Concrete	Acceptable
Boiler Room	Painted Concrete	Painted Masonry	Painted Concrete	Acceptable
Elevator Motor Room	Painted Concrete	Painted Brick Masonry	Painted Concrete	Acceptable

Laundry Room	Tile	Painted Masonry	Painted Concrete	Acceptable
Lobby	Terrazo/Tile	Painted Plaster	Painted Plaster	Acceptable
Open Stairwell	Vinyl Tile	Painted Concrete	Painted Concrete	Acceptable
Closed Stairwells	Painted Concrete	Painted Concrete	Painted Concrete	Acceptable
Hallway (Floors 2-10, PH)	Vinyl Tile	Painted Plaster	Painted Plaster	Acceptable

**Note: It is unknown whether the walls contain lead, and therefore it is a special risk. See section (aa)(2)*

(y) *Safety and Warning Devices*

New smoke/ carbon monoxide (CO) detectors are required by new regulations in every apartment unit. Smoke/CO detectors were observed in every apartment inspected. However, it is unknown whether a smoke/CO detector was installed in the common areas, elevator, electric, and boiler rooms. See section (o)(5)(i) for update at common areas.

(z) *Additional Information Required*

(1) Site Plan: See Appendix 3

(2) Area Map: N/A. It is only required if the Building is not located in a highly urban area.

(3) Floor Plans: See Appendix 4

(4) Floor to Ceiling Heights of Units: Ceiling heights throughout the apartments ranged from nine foot-seven inches (9'-7") tall at the first floor to approximately eight foot-four inches (8'-4") tall on floors two through ten and the penthouse.

(5) Approximate Total Area of Each Unit: The total area of each unit was calculated from the center line of the all exterior and interior walls.

Apartment	Approximate Total Area (SF)
1A	428

Apartment	Approximate Total Area (SF)
B-Line (Floors 3, 4, 5)	740

1B	779
1C	723
1D	586
1E	563
A-Line (Floors 2, 6-10)*	571
B-Line (Floors 2, 6-10)*	731
A-Line (Floors 3, 4, 5)	562

C-Line (Floors 2-10)	589
D-Line (Floors 2-10)*	636
E-Line (Floors 2-10)	720
F-Line (Floors 2-10)	562
PHA (11th Fl)	776
PHB (11th Fl)	939

**Note: Access was not provided to Units 2A, 2B, 5D, 6D, and 8D. Floor plans could not be verified. The sponsor sent letters to the residents though access was not provided on the several times we visited the Building. The layout/condition of the units will be noted as a special risk. However, based on our other inspections, the anticipated areas and floor plans have been provided. We have been advised that Units 2A and 2B have been combined into one (1) unit. There is no revised floor plan or documentation proving this on the DOB website or in the Certificate of Occupancy.*

(6) Master Floor Plan: See Appendix 5

(aa) *Special Risks*

(1) Reserve Fund: It is unknown if the Building's budget and funds set aside for major capital improvements and replacements. Once it is known, funding sufficiency can be determined.

(2) Lead Based Paint: It is unknown whether the existing paint finishes contain lead. Further investigation should be conducted to understand the composition of the paint finishes.

(3) Asbestos: In our visual inspections we found no evidence of asbestos containing materials (ACM) such as insulation, VAT, fireproof materials, etc. However, further testing of specific materials is recommended to confirm or deny the presence of ACM.

(4) Roofing: Further investigation should be conducted to understand the material and the condition of the roof insulation and flashing.

(5) Further Development: No further development is anticipated or planned.

(6) Electrical System:

(i) Wiring and Circuitry
Apartment electrical outlets, GFCI outlets in wet locations and ARC fault circuit breakers are to be provided as apartments are renovated. It is estimated that the apartment electrical upgrades will cost approximately $500 per apartment. Additionally, the 60 ampere electrical service provided to each apartment is considered to be marginally adequate for the near-term future.

(7) Layout/Condition of Uninspected Apartments: Access was not provided to the apartments, so based on other inspections the anticipated areas and floor plans have been provided.

Note:
The term "*fair*" used in the Report refers to the moderately good, satisfactory, and above average conditions with minor deteriorations that are mostly aesthetic and do not require repair.

The term "*acceptable*" used in the Report refers to the conditions that meet the minimum requirement of the performance and are judged to be in conformity with approved usage. The item may contain moderate deteriorations that require proper and continuous maintenance or minimal repair.

The term "*poor*" used in the Report refers to the under-satisfactory and inadequate conditions with deteriorations that require repair or replacement.



APPENDIX 1

CERTIFICATE OF OCCUPANCY

Form 94-115M-701627(55) 116

DEPARTMENT OF HOUSING AND BUILDINGS

BOROUGH OF MANHATTAN, CITY OF NEW YORK

No. 46581

Date November 21, 1956

CERTIFICATE OF OCCUPANCY

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C.26-181.0 to C26-187.0 inclusive Administrative Code 2.1.3.1. to 2.1.3.7. Building Code.)

This certificate supersedes C. O. No. 31687

To the owner or owners of the building or premises:

THIS CERTIFIES that the new—altered—existing—building—premises located at

308-310-312 West 30th Street Block 753 Lot 48

, conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646F of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

N.B. or Alt. No.— 1391-1952 Construction classification— Class 1 fireproof

Occupancy classification—New Law Tenement, Height Bsmt. Penthouse. 105 feet.

Date of completion— Class "A" Mult. Dwell. Located in & 9 Use District.

November 19, 1956 Residence

B Area 1½, Height Zone at time of issuance of permit 1737-1954

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED MALE	FEMALE	TOTAL	USE
Cellar	on ground				Boiler room, storage, tenants' laundry, superintendent's work shop and locker room.
Basement					Five (5) apartments.
1st to 9th story, incl.					Six (6) apartments on each story.
Pent House					Two (2) apartments.
					Standpipe system approved by Fire Department April 8, 1946. Fuel Oil installation approved by Fire Department March 25, 1946.
					Sec. 6.1.2.3 sub 4 Building Code, C26-273.0 Adm. Code "Prior to the occupancy of a structure erected or altered after January 1, 1938, the authorized occupancy of each floor of said structure as stated in the certificate of occupancy shall be permanently posted under glass and maintained in the main entrance hall of such structures."
					THIS CERTIFICATE MUST ALSO BE CONSIDERED A CERTIFICATE OF COMPLIANCE WITH SECTION 301 OF THE MULTIPLE DWELLING LAW.

Borough Superintendent

CERTIFICATE WILL BE NULL AND VOID IF ALTERED IN ANY MANNER OR ADDITIONS ARE MADE THERETO.

NO CHANGES OF USE OR OCCUPANCY NOT CONSISTENT WITH THIS CERTIFICATE SHALL BE MADE UNLESS FIRST APPROVED BY THE BOROUGH SUPERINTENDENT

Unless an approval for the same has been obtained from the Borough Superintendent, no change or rearrangement in the structural parts of the building, or affecting the light and ventilation of any part thereof, or in the exit facilities, shall be made; no enlargement, whether by extending on any side or by increasing in height shall be made; nor shall the building be moved from one location or position to another; nor shall there be any reduction or diminution of the area of the lot or plot on which the building is located.

The building or any part thereof shall not be used for any purpose other than that for which it is certified.

The superimposed, uniformly distributed loads, or concentrated loads producing the same stresses in the construction in any story shall not exceed the live loads specified on reverse side; the number of persons of either sex in any story shall not exceed that specified when sex is indicated, nor shall the aggregate number of persons in any story exceed the specified total; and the use to which any story may be put shall be restricted to that fixed by this certificate except as specifically stated.

This certificate does not in any way relieve the owner or owners or any other person or persons in possession or control of the building, or any part thereof from obtaining such other permits, licenses or approvals as may be prescribed by law for the uses or purposes for which the building is designed or intended; nor from obtaining the special certificates required for the use and operation of elevators; nor from the installation of fire alarm systems where required by law; nor from complying with any lawful order for additional fire extinguishing appliances under the discretionary powers of the fire commissioner; nor from complying with any lawful order issued with the object of maintaining the building in a safe or lawful condition; nor from complying with any authorized direction to remove encroachments into a public highway or other public place, whether attached to or part of the building or not.

If this certificate is marked "Temporary", it is applicable only to those parts of the building indicated on its face, and certifies to the legal use and occupancy of only such parts of the building; it is subject to all the provisions and conditions applying to a final or permanent certificate; it is not applicable to any building under the jurisdiction of the Housing Division unless it is also approved and endorsed by them, and it must be replaced by a full certificate at the date of expiration.

If this certificate is for an existing building, erected prior to March 14, 1916, it has been duly inspected and it has been found to have been occupied or arranged to be occupied prior to March 14, 1916, as noted on the reverse side, and that on information and belief, since that date there has been no alteration or conversion to a use that changed its classification as defined in the Building Code, or that would necessitate compliance with some special requirement or with the State Labor Law or any other law or ordinance; that there are no notices of violations or orders pending in the Department of Housing and Buildings at this time; that Section 646F of the New York City Charter has been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent, and that, so long as the building is not altered, except by permission of the Borough Superintendent, the existing use and occupancy may be continued.

"§ 646 F. No certificate of occupancy shall be issued for any building, structure, enclosure, place or premises wherein containers for combustibles, chemicals, explosives, inflammables and other dangerous substances, articles, compounds or mixtures are stored, or wherein automatic or other fire alarm systems or fire extinguishing equipment are required by law to be or are installed, until the fire commissioner has tested and inspected and has certified his approval in writing of the installation of such containers, systems or equipment to the Borough Superintendent of the borough in which the installation has been made. Such approval shall be recorded on the certificate of occupancy."

Additional copies of this certificate will be furnished to persons having an interest in the building or premises, upon payment of a fee of fifty cents per copy.

APPENDIX 2

NEW YORK CITY
LOCAL LAW 11 OF 98
COMBINED FACADE INSPECTION
REPORT CYCLE # 6 & 7

NEW YORK CITY LOCAL LAW #11 OF 1998
FACADE INSPECTION REPORT
CYCLE # 6 & 7C

FOR

308 WEST 30TH STREET
MANHATTAN, NY

BLOCK: 753 LOT: 48

Prepared By:

ANDREW KATZ, P.E.
3452 Bedford Avenue
Brooklyn, NY 11210
(718)252-8735

Enclosures:

Technical Report (TR-6)
Written Report - Pgs. 1-3
Photographs - P1-4
Bldg. Dept. Printout

January 10, 2013

ANDREW KATZ, PE

Re: LL 11/98
308 West 30th Street
Manhattan

(A) Building Address: 308 West 30th Street
Block: 753 Lot: 48
BIN: 1013497
Landmark Building: No
Nearest cross street: 8th Avenue
See attached property profile.

(B) Owner's Information

Name:	Meir Bouskila
	The Pinnacle Group
Address:	1 Penn Plaza, Suite 4000
	New York, NY 10119
Tel:	212-564-2111

(C) The building has eleven (11) stories and is approximately 115 feet high. It sits on a 66' x 98.75' floor area and has masonry exterior walls. The building is a multiple dwelling apartment house. The building is approximately 50 years old. Certificate of Occupancy number is 46581.

(D) The examination was conducted by visual observation of all exterior surfaces. Sightings from the street, roof and adjacent roof at strategical locations were made using high magnification binoculars. A scaffold drop at the front façade and the rear fire escape were used for the up-close inspection. The scaffold contractor is Best Construction of Restoration Corp, Woodside, NY. Rigger License #6428.

ANDREW KATZ, PE

Re: LL 11/98
308 West 30th Street
Manhattan

(F)
1. The building was examined through binoculars on all sides. The roof, bulkhead and parapet walls were examined from the roof level.
2. See attached plot plan indicating the main entrance, nearest cross street and location of inspection.
3. The critical examination was done January, 10 2013.

(G)
1. There was no significant deterioration or movement detected. The condition is classified as SWARMP.
2. The water-tightness throughout is in good condition. The condition is SAFE.
3. In general the building is classified as SWARMP. All exterior appurtenances to be monitored to maintain the safety and stability. The roof parapet metal appurtenances to be monitored.
4. The air conditioners are properly installed and stable.

(H) The building is classified as SWARMP.
Items needed repair:
1. The front of the building is being repointed.
2. Permit taken out under application #121161786 for side walk shed by J&G Contractors on July 27, 2012.
3. Permit was taken out under application #121155141 by Best Construction Corp. to replace parapet walls. See photo attached.

ANDREW KATZ, PE

Re: LL 11/98
308 West 30th Street
Manhattan

(I) In general, the exterior maintenance of the building is satisfactory, the building is well maintained. There are no open violations.

(J) In Cycle 5 these items have been required and met:

1. Cracked sills at 9th and 10th floors due to weathering and age – repaired.
2. Hairline cracks in parapet, roof side only due to prior roof leaks, which caused some minimal expansion in wall – repaired.
3. Worn mortar joints due to exposure and age (pointing needed). – Being done.
4. Large air conditioning units support brackets – repaired.
5. Large area at parapet and 10th floor covered with peeling roof cement and spalling brick. Need to remove coating and install cement stucco. Prior roof leaks caused some bricks to spall and roof cement was improperly used to coat them – repaired.
6. Center leader requires clamps from 5th to 9th floor because originals are missing – repaired.
7. The rain leader set across the façade is rusting and leaking due to age – repaired.

(K) The front of building is being repointed. Work to be done by April 2013.

(L) See previous item.

(M) See attached photos.

ANDREW KATZ, PE

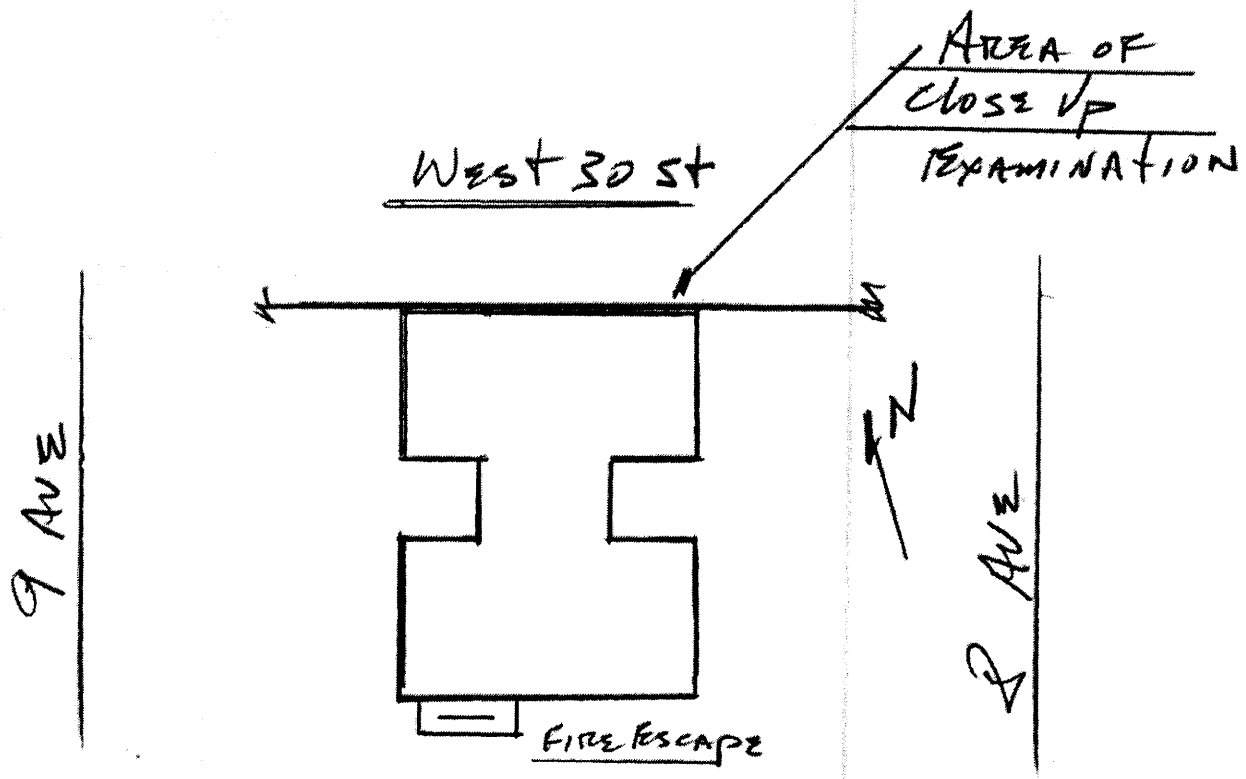
Re: LL 11/98
308 West 30th Street
Manhattan

(N) We find that this building complies to Local Law# 11/98 as SWARMP, safe with a repair and maintenance program, with the specified items to be monitored as to safety and repaired if necessary.

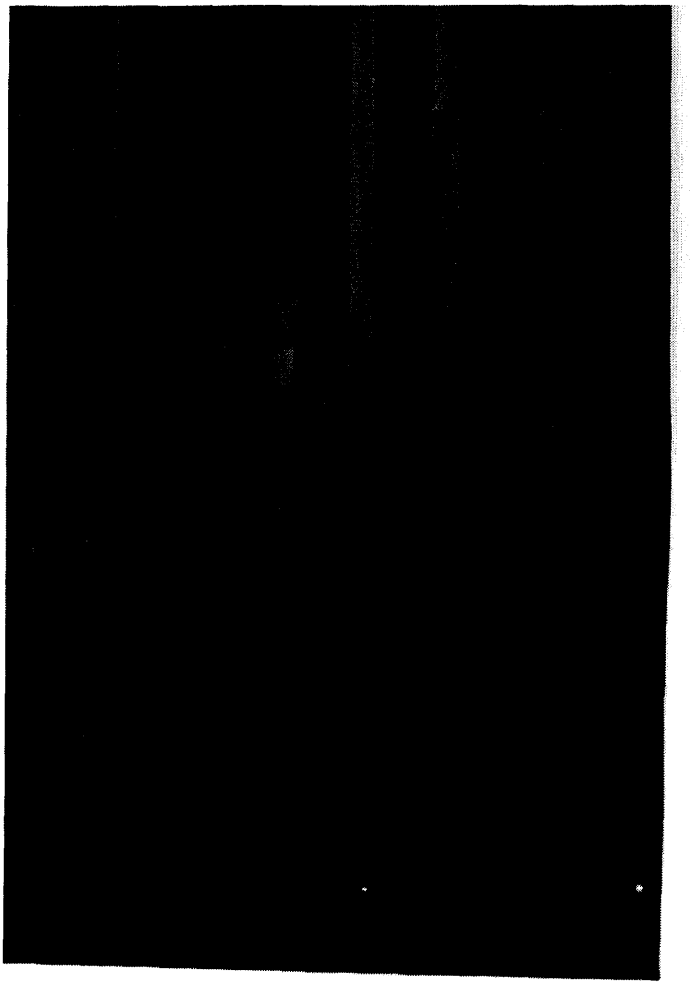
(O) Signature & Seal of QEW1.

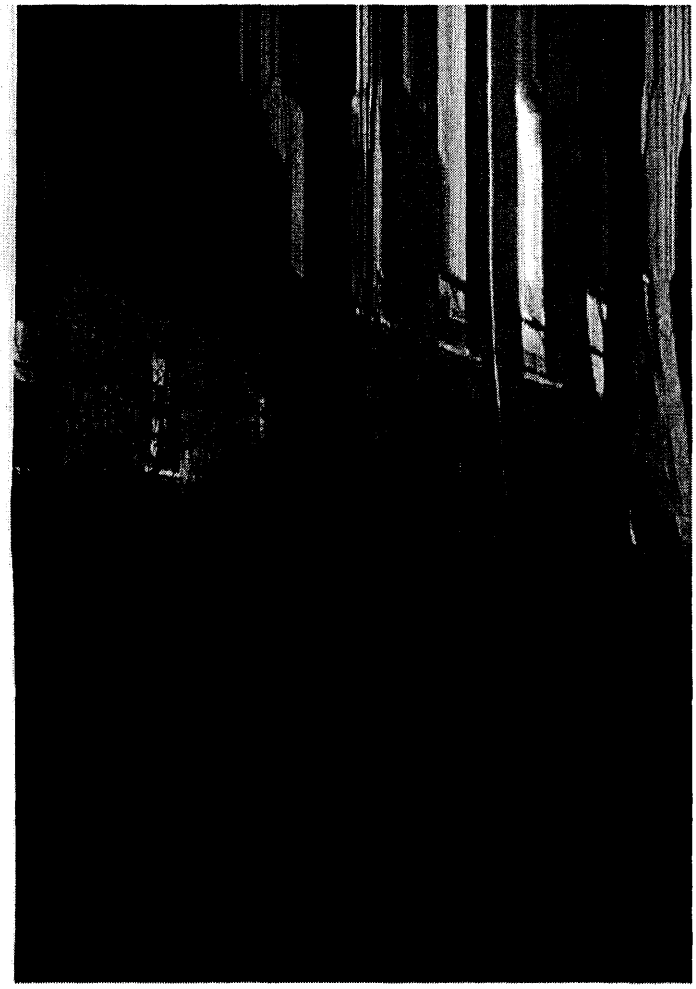
Andrew Katz, PE

SITE PLAN



LOCAL LAW 11/98 FAÇAD INSPECTION
CYCLE 6 & 7C
308 WEST 30TH STREET
MANHATTAN
BLOCK- 753 LOT – 43
JANUARY 10, 2013





LOCAL LAW #11/98

FACADE INSPECTION

CYCLE 6 & 7 C

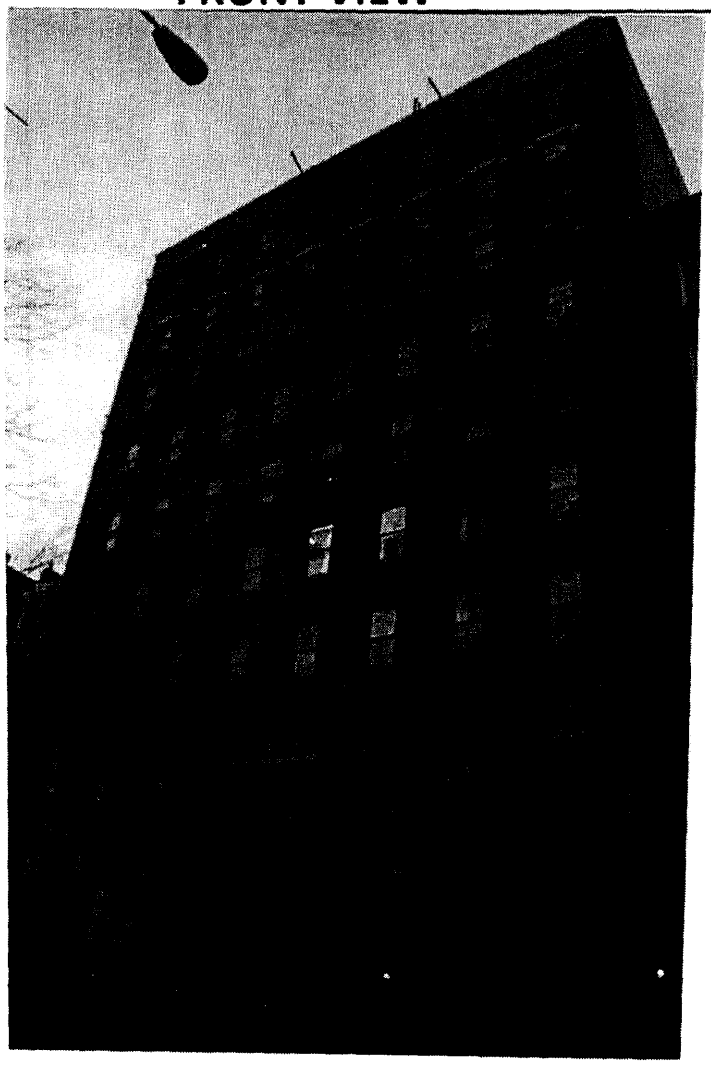
308 WEST 30TH STREET

MANHATTAN

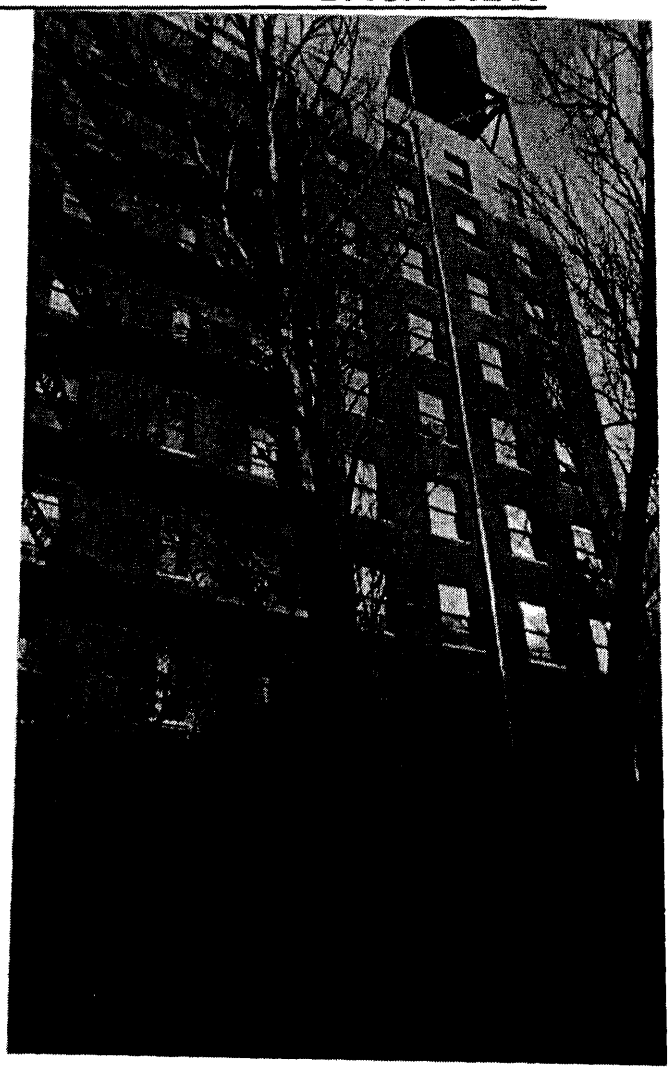
BLOCK – 753 LOT – 48

JANUARY 10, 2013

FRONT VIEW

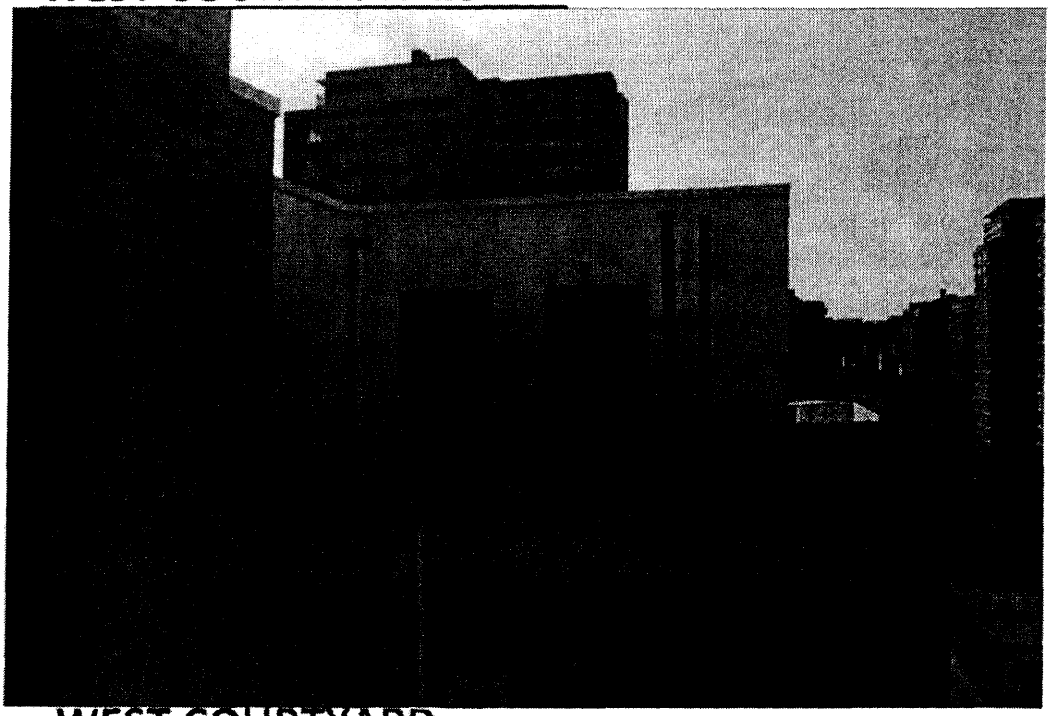


BACK VIEW

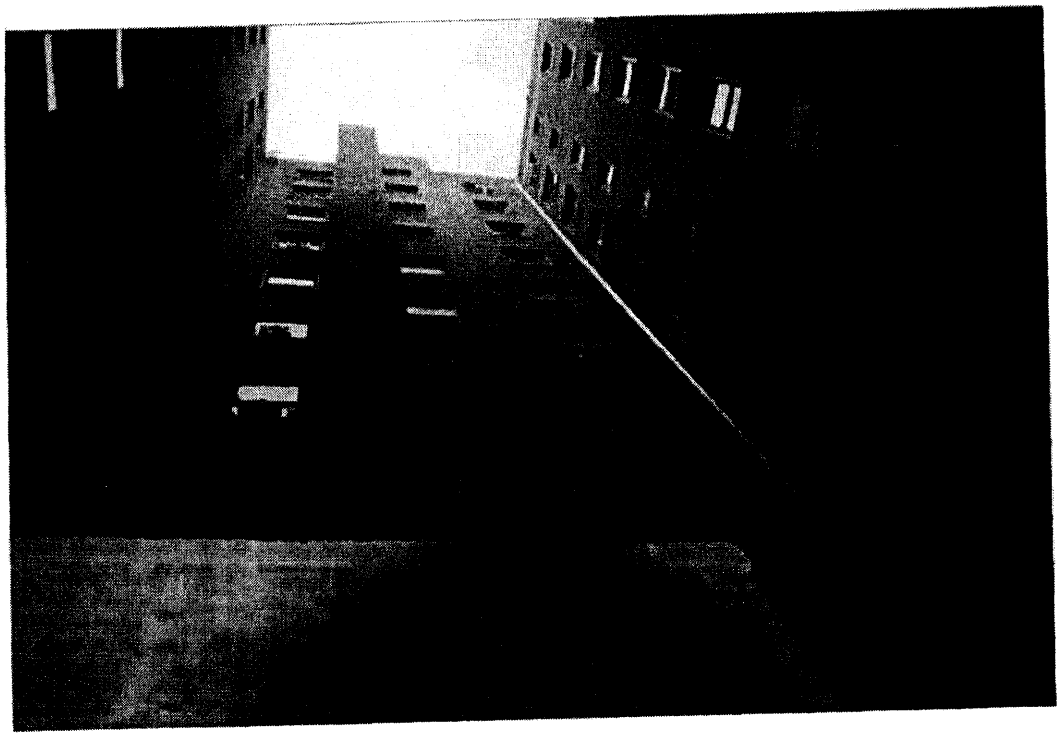


LOCAL LAW#11/98
FAÇADE INSPECTIO
CYCLE 6 & 7 C
308 WEST 30TH STREET
MANHATTAN
BLOCK – 753 LOT – 48
JANUARY 10, 2013

WEST COURTYARD 10TH FL

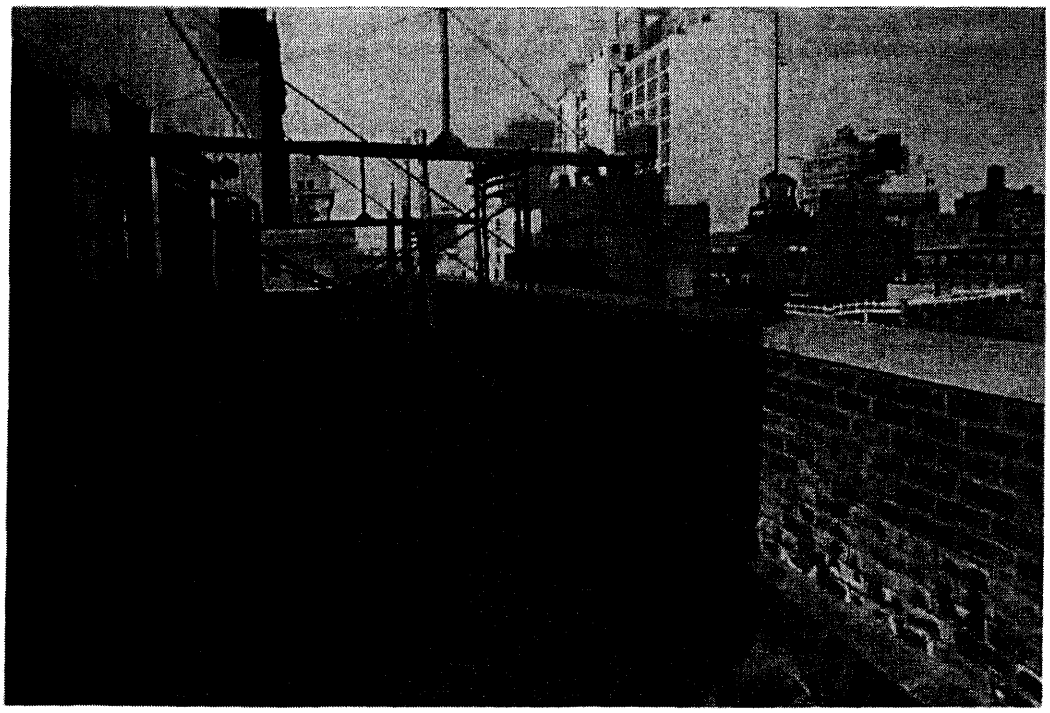


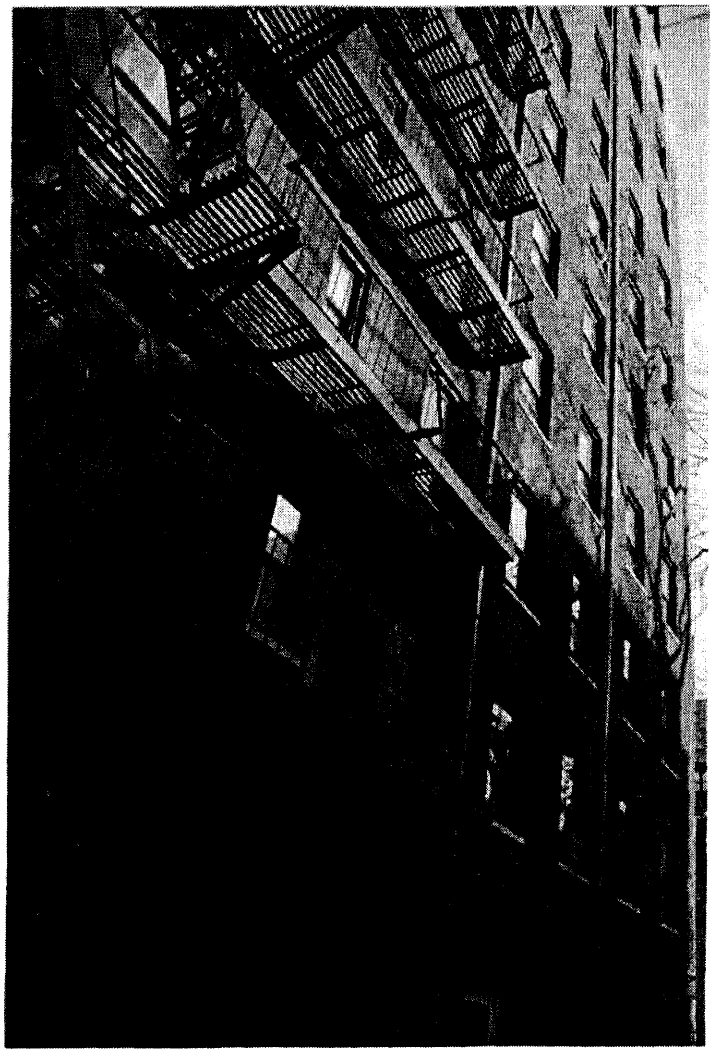
WEST COURTYARD



LOCAL LAW#11/9
FAÇADE INSPECTI
CYCLE 6 & 7 C
308 WEST 30TH STREET
MANHATTAN
BLOCK – 753 LOT – 48
JANUARY 10, 2013

ROOF PARAPET





BACK WALL

LOCAL LAW 11/98 FAÇA
INSPECTION
CYCLE 6 & 7C
308 WEST 30TH STREET
MANHATTAN
BLOCK- 753 LOT – 43
JANUARY 10, 2013

Form 54-1158-301627(53) 114

DEPARTMENT OF HOUSING AND BUILDINGS

BOROUGH OF MANHATTAN, CITY OF NEW YORK

No. 46581

Date November 21, 1956

CERTIFICATE OF OCCUPANCY

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C.26-181.0 to C26-187.0 inclusive Administrative Code 2.1.3.1. to 2.1.3.7. Building Code.)

This certificate supersedes C. O. No. 31687

To the owner or owners of the building or premises:

THIS CERTIFIES that the new—altered—existing—building—premises located at

308-310-312 West 30th Street Block 753 Lot 48

, conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646P of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

N.B. or Alt. No.— 1391-1952 Construction classification— Class 1 fireproof

Occupancy classification—New Law Tenement . Height Bsmt. Pentlemse. 105 feet.

Date of completion— Class "A" Mult. Dwell. Located in & 9 Residance Use District.
November 19, 1956

B Area 1½ . Height Zone at time of issuance of permit 1737-1954

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED MALE	FEMALE	TOTAL	USE
Cellar	on ground				Boiler room, storage, tenants' laundry, superintendent's work shop and locker room.
Basement					Five (5) apartments.
1st to 9th story, incl.					Six (6) apartments on each story.
Pent House					Two (2) apartments.
					Standpipe system approved by Fire Department April 8, 1946. Fuel Oil installation approved by Fire Department March 25, 1946.
					Sec. 6.1.2.3 sub 4 Building Code, C26-273.0 Adm. Code "Prior to the occupancy of a structure erected or altered after January 1, 1938, the authorized occupancy of each floor of said structure as stated in the certificate of occupancy shall be permanently posted under glass and maintained in the main entrance hall of such structures."
					THIS CERTIFICATE SUPERSEDES A CERTIFICATE OF COMPLIANCE ISSUED UNDER THE

Borough Superintendent

CERTIFICATE WILL BE NULL AND VOID IF ALTERED IN ANY MANNER OR ADDITIONS ARE MADE THERETO.

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NYC Department of Buildings

Facades on Block / Lot

Premises: 308 WEST 30 STREET MANHATTAN **BIN: 1013497 Block: 753 Lot: 4**

Filter by cycle: Show All Cycles GO

CYCLE	SUB-CYCLE	CONTROL NUMBER	HOUSE NUMBER	STREET NAME	BBL SEQNO	CURRENT STATUS	BIN	NUM STORIES	INIT FILE DATE
05		501526	308	WEST 30 STREET	01	SW	1013497	011	03/13/200
04		401391	308	WEST 30 STREET	01	PR	1013497	011	08/21/199
06		601526	308	WEST 30 STREET	01	NR	1013497	011	
07	C	701526	308	WEST 30 STREET	01	NR	1013497	011	

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

NYC Buildings

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NYC Department of Buildings

Property Profile Overview

308 WEST 30 STREET — **MANHATTAN 10001** — **BIN# 1013497**

WEST 30 STREET 308 - 312

Health Area	: 5500	**Tax Block**	: 753
Census Tract	: 97	**Tax Lot**	: 48
Community Board	: 104	**Condo**	: NO
Buildings on Lot	: 1	**Vacant**	: NO

View DCP Addresses... Browse Block

View Zoning Documents | View Challenge Results | View Certificates of Occupancy

Cross Street(s):	8 AVENUE, 9 AVENUE		
DOB Special Place Name:			
DOB Building Remarks:			
Landmark Status:		**Special Status:**	N/A
Local Law:	YES	**Loft Law:**	NO
SRO Restricted:	NO	**TA Restricted:**	NO
UB Restricted:	NO		
Little 'E' Restricted:	N/A	**Grandfathered Sign:**	NO
Legal Adult Use:	NO	**City Owned:**	NO
Additional BINs for Building:	NONE		

Special District: UNKNOWN

This property is not located in an area that may be affected by Tidal Wetlands, Freshwater Wetlands, or Coastal Erosion Hazard Area. Click here for more information

Department of Finance Building Classification: D1-ELEVATOR APT

Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

	Total	Open
Complaints	42	2
Violations-DOB	34	1
Violations-ECB (DOB)	18	6
Jobs/Filings	13	
ARA / LAA Jobs	0	
Total Jobs	13	
Actions	44	

OR Enter Action Type:

OR Select from List: Select...

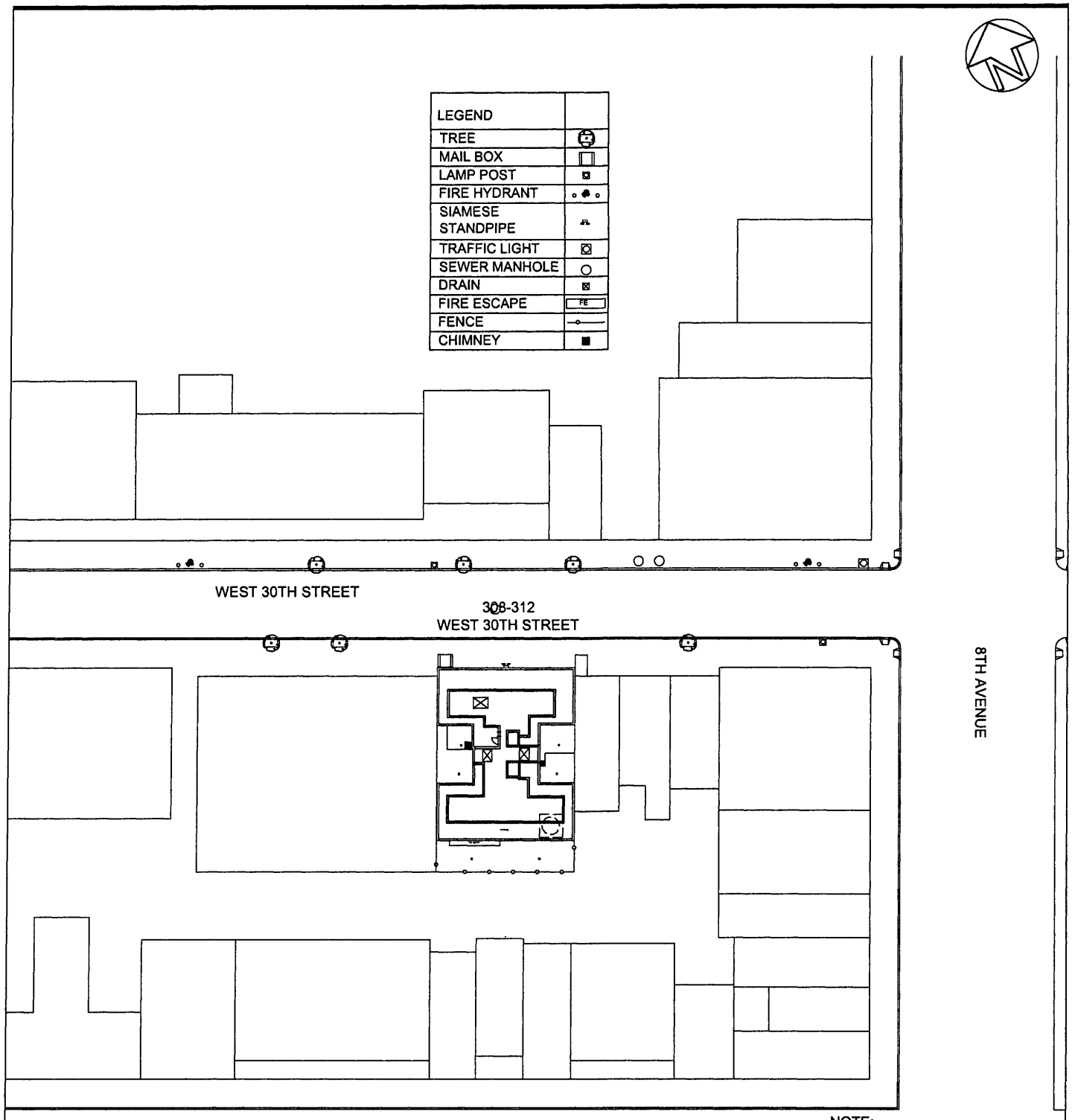
AND Show Actions

Elevator Records
Electrical Applications
Permits In-Process / Issued
Illuminated Signs Annual Permits
Plumbing Inspections
Open Plumbing Jobs / Work Types
Facades
Marquee Annual Permits
Boiler Records
DEP Boiler Information
Crane Information
After Hours Variance Permits

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by

APPENDIX 3

SITE PLAN



NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

1 **SITE PLAN**
1/64" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

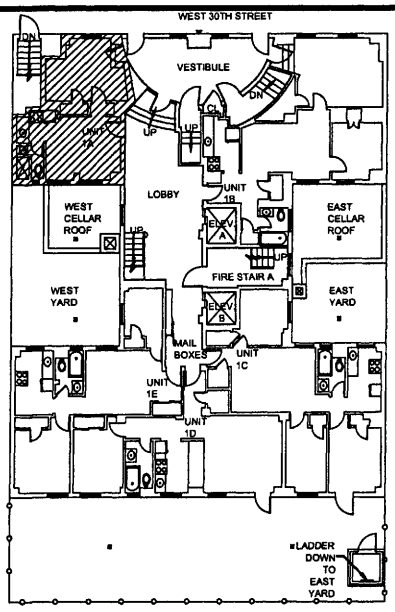
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

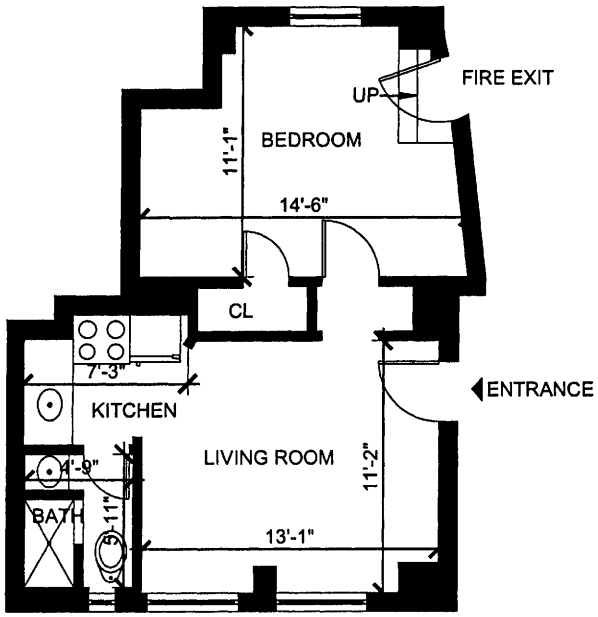
SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A1-01

APPENDIX 4

FLOOR PLANS





1 **UNIT 1A**
1/8" = 1'-0"

NOTE:
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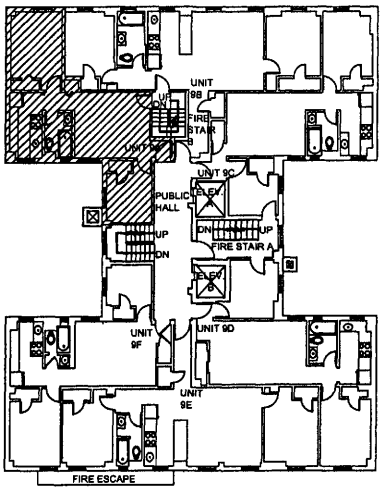
APPROXIMATE SF = 428

HOWARD L. ZIMMERMAN
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308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

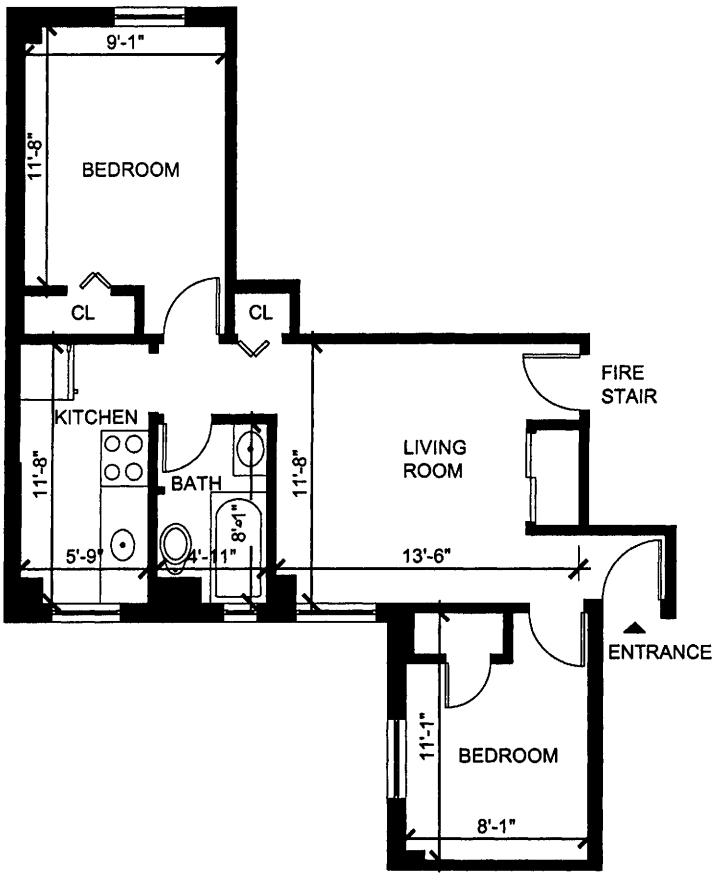
SCALE: AS NOTED
DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH
CHECKED BY: JL

A2-01





*NO ACCESS PROVIDED. THIS LAYOUT IS ASSUMED TO BE TYPICAL.



NOTE:
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1 UNITS 2*, 8, 9, AND 10A

1/8" = 1'-0"

APPROXIMATE SF = 571

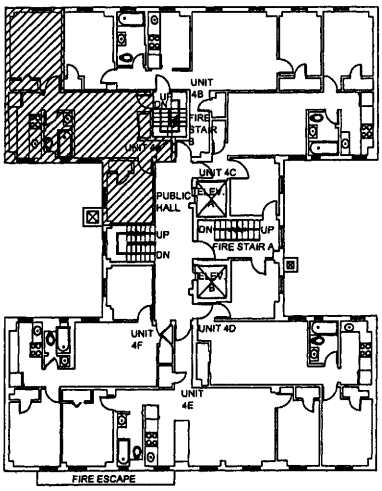
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

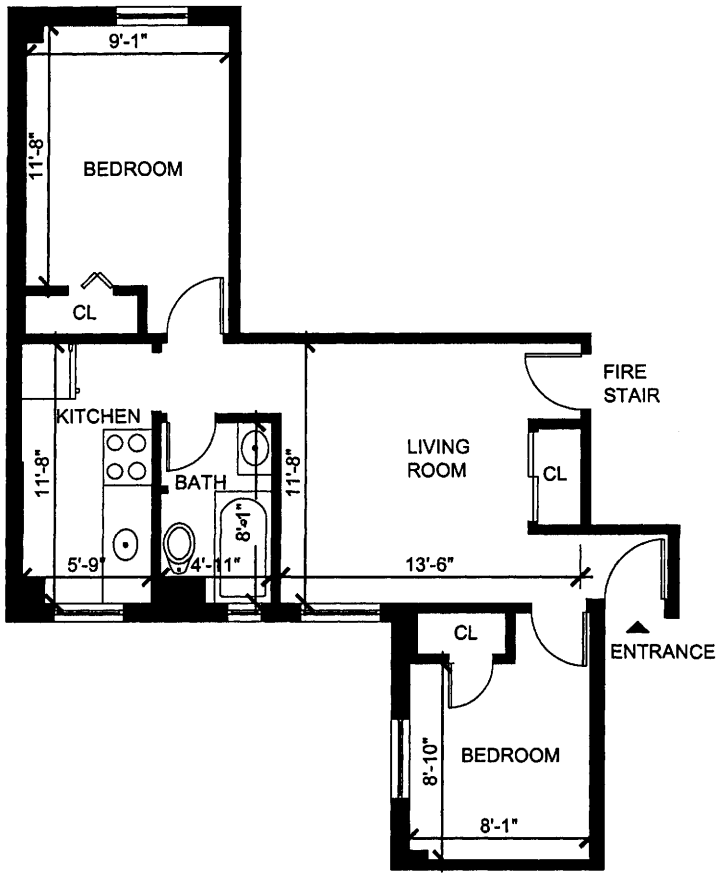
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

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JOB No. 12-308-312 W 30th Street
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A2-02





NOTE:
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APPROXIMATE SF = 562

1 UNITS 3A AND 4A

1/8" = 1'-0"

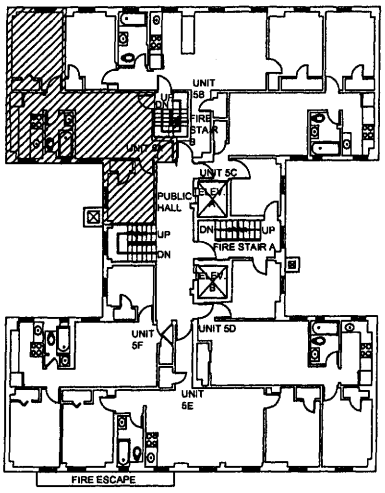
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

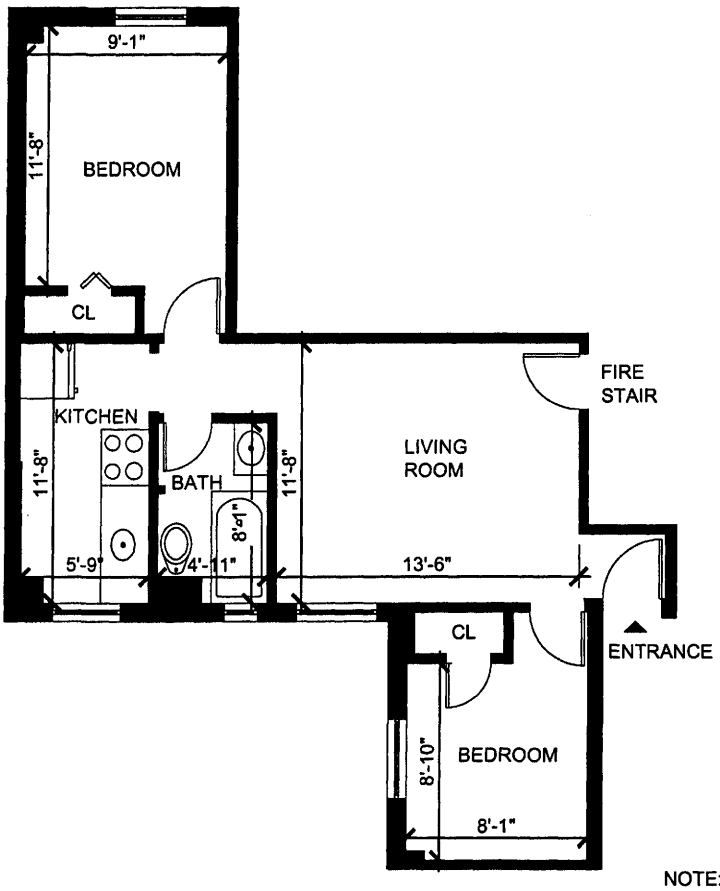
11 West 30th Street, New York, N.Y. 10001
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JOB No. 12-308-312 W 30th Street
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A2-03





NOTE:
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APPROXIMATE SF = 562

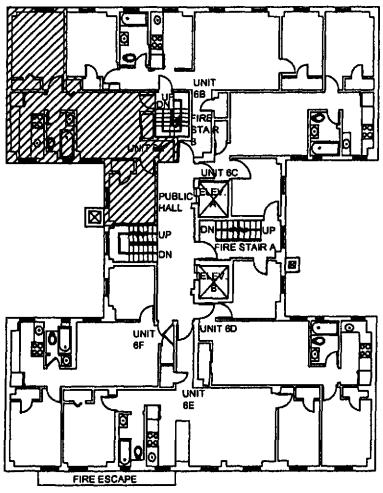
1 **UNIT 5A**
1/8" = 1'-0"

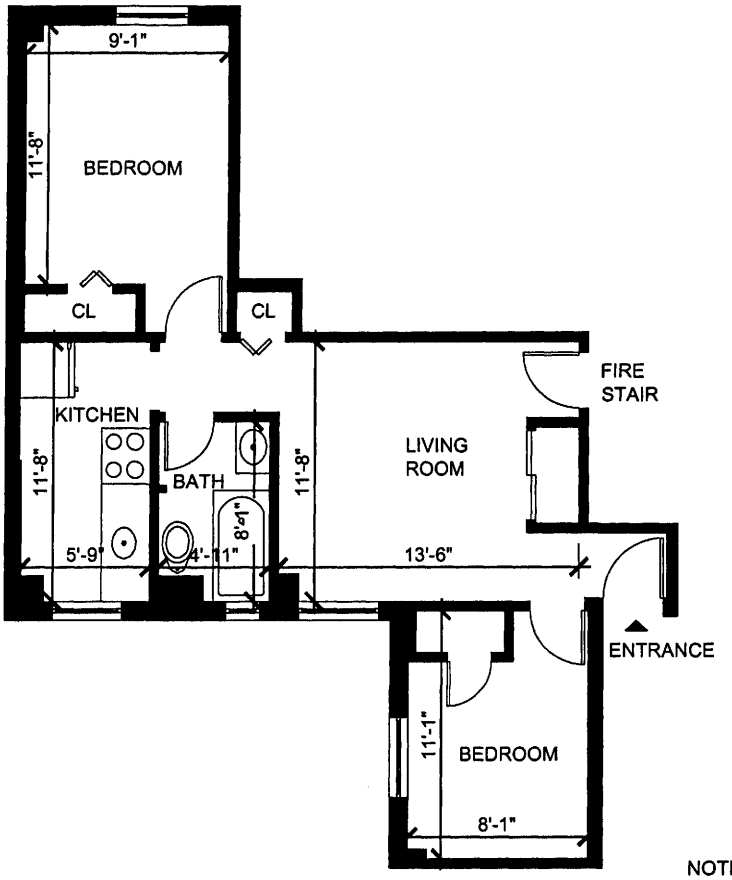
HOWARD L. ZIMMERMAN
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308-312 WEST 30TH STREET
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JOB No. 12-308-312 W 30th Street
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A2-04





NOTE:
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APPROXIMATE SF = 571

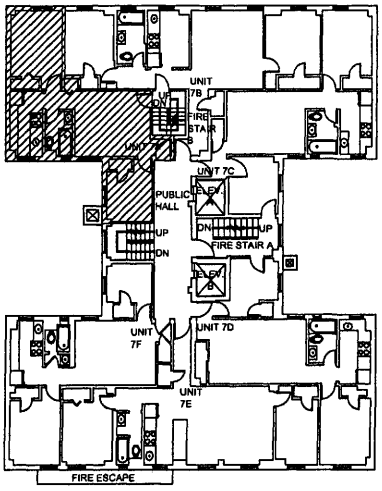
1 **UNIT 6A**
1/8" = 1'-0"

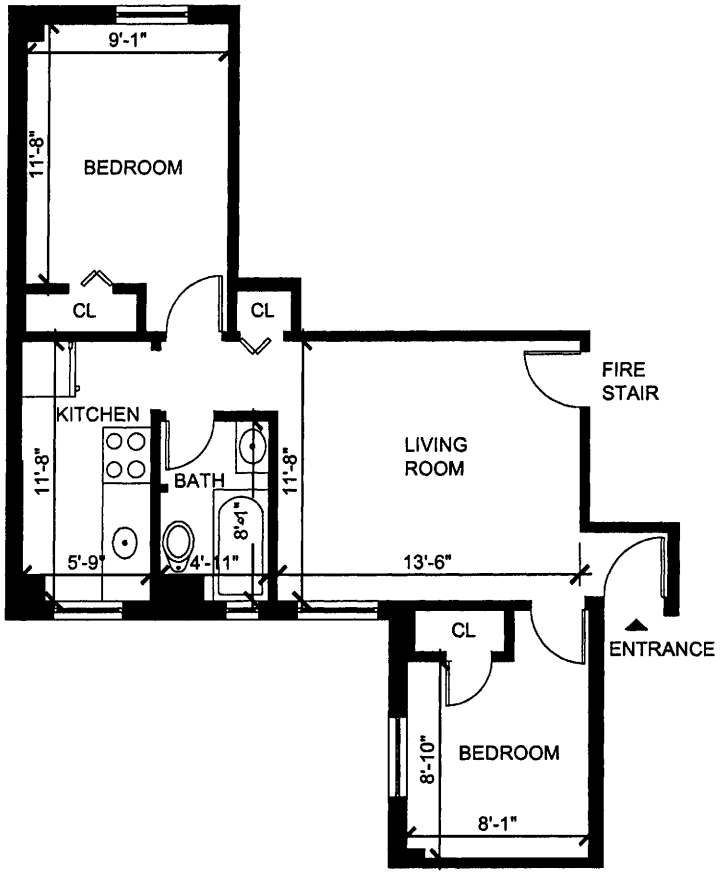
HOWARD L. ZIMMERMAN
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JOB No. 12-308-312 W 30th Street
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A2-05





NOTE:
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APPROXIMATE SF = 571

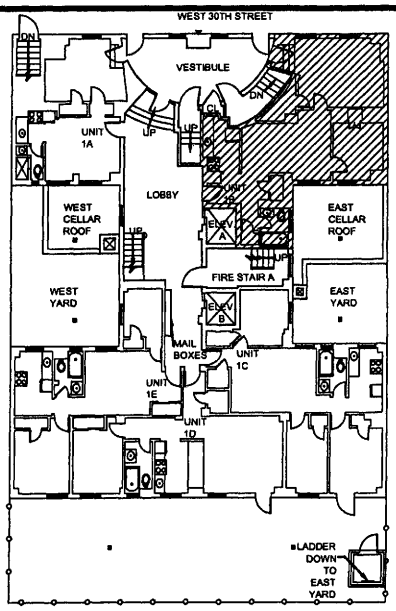
1 **UNIT 7A**
1/8" = 1'-0"

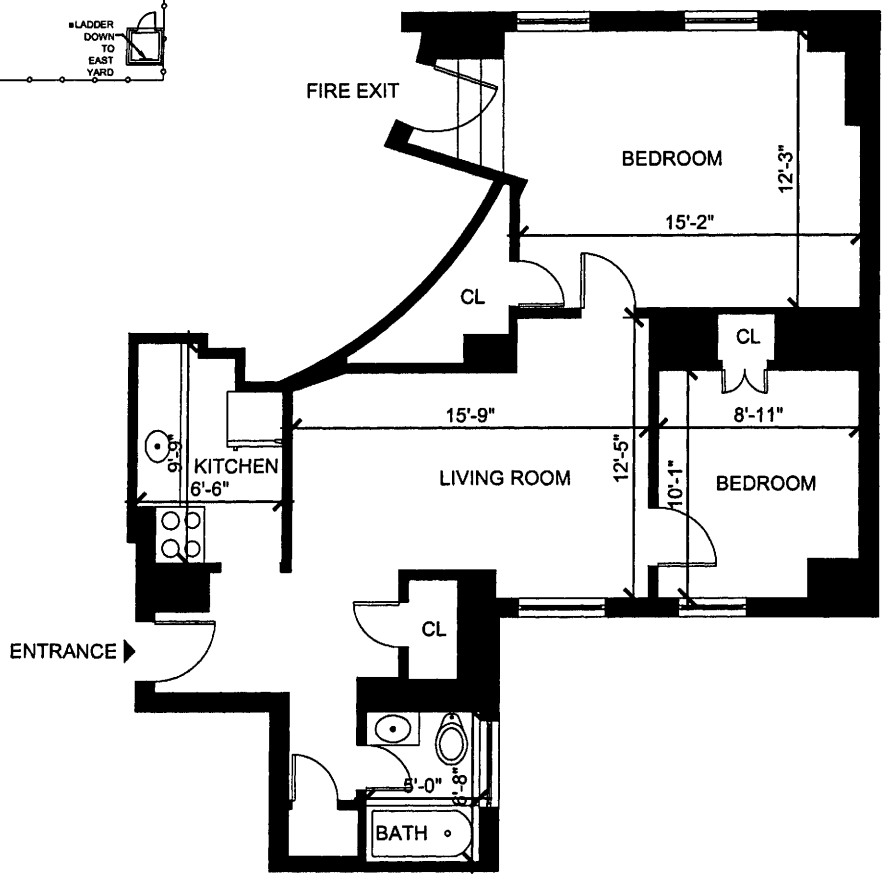
HOWARD L. ZIMMERMAN
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11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
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A2-06





NOTE:
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APPROXIMATE SF = 779

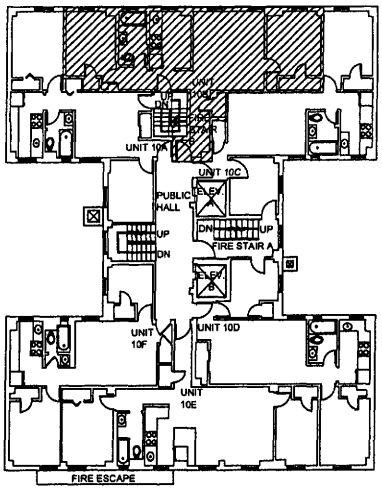
1 **UNIT 1B**
1/8" = 1'-0"

HOWARD L. ZIMMERMAN
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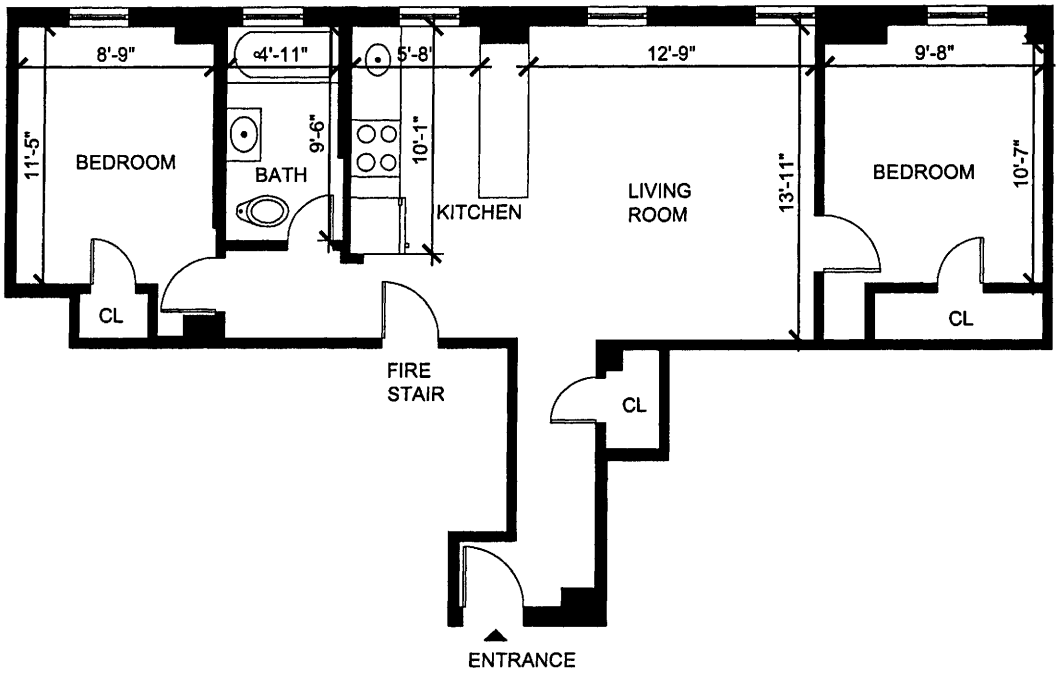
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
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A2-07



*NO ACCESS PROVIDED. THIS LAYOUT IS ASSUMED TO BE TYPICAL.



NOTE:
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APPROXIMATE SF = 731

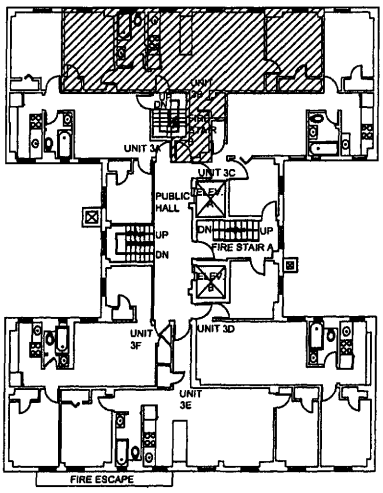
1 **UNITS 2*, 6, 8, 9, AND 10B**
1/8" = 1'-0"

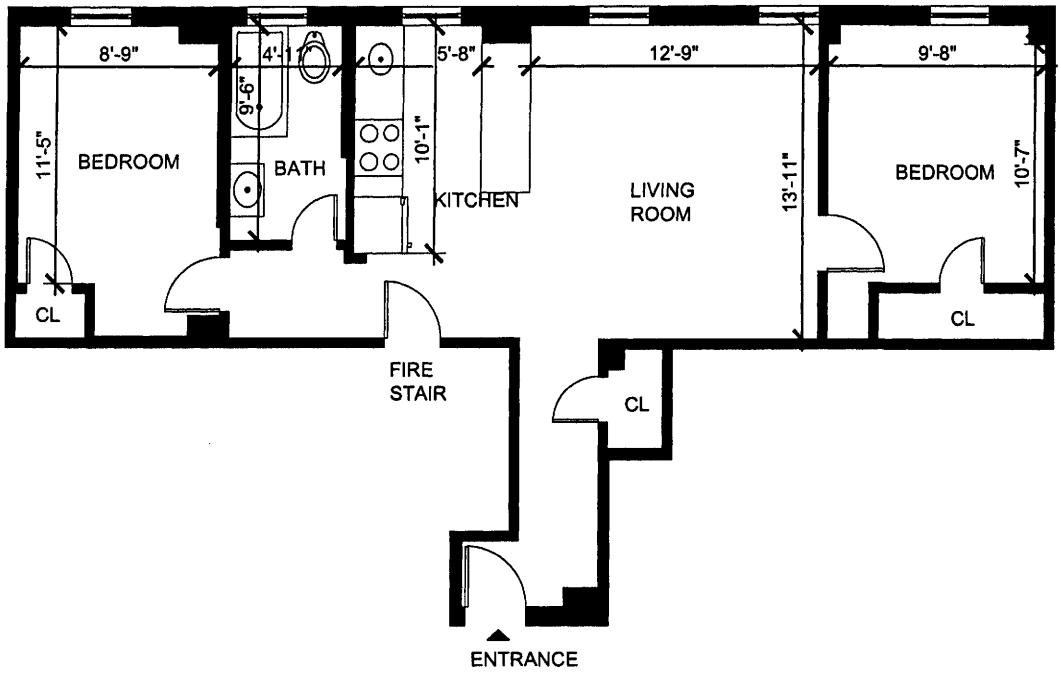
HOWARD L. ZIMMERMAN
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Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
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NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-08





1 **UNIT 3B**
1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 740

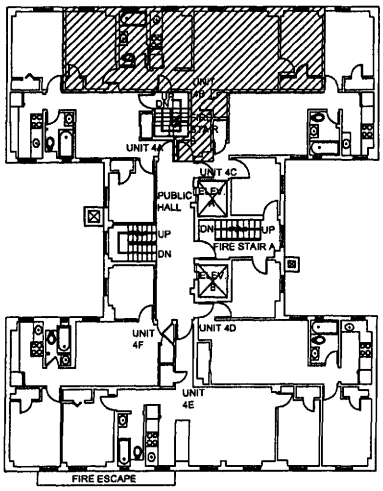
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

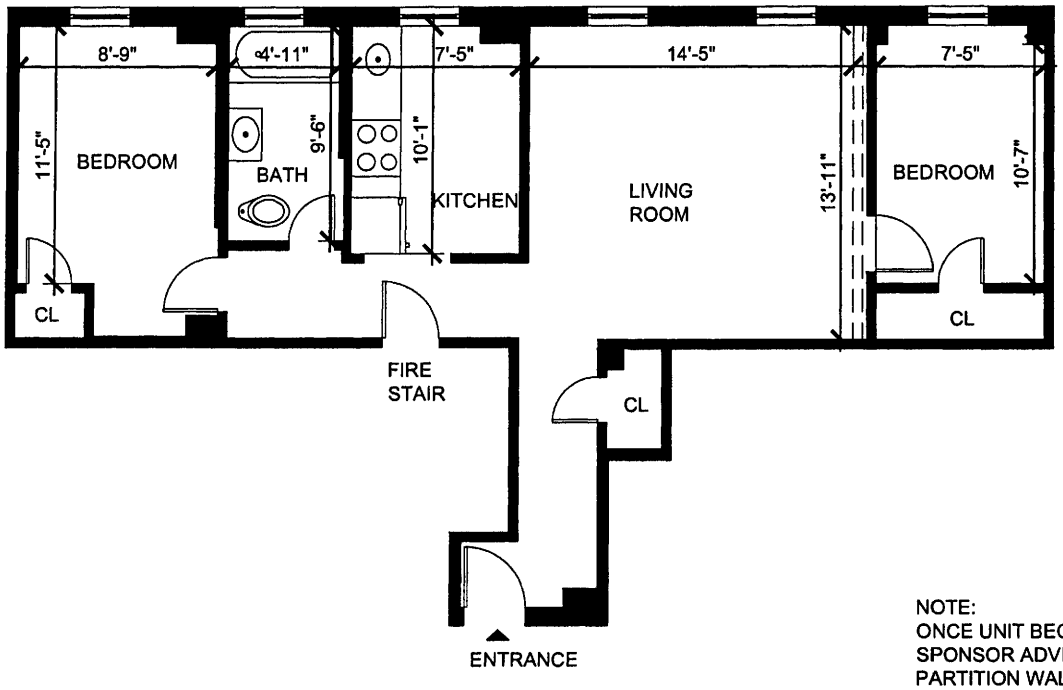
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-09





NOTE:
ONCE UNIT BECOMES VACANT, SPONSOR ADVISES THAT PARTITION WALLS AND DOORS WILL BE MOVED TO DASHED LINES (AT MINIMUM) TO COMPLY WITH CODE.

NOTE:
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APPROXIMATE SF = 740

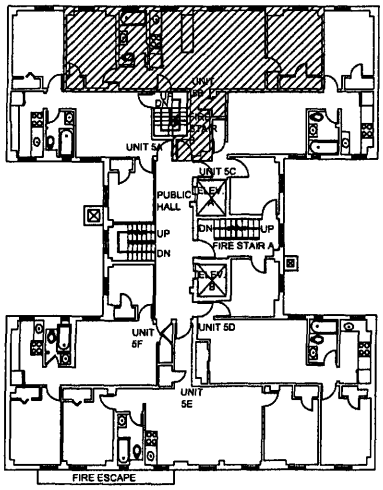
1 **UNIT 4B**
1/8" = 1'-0"

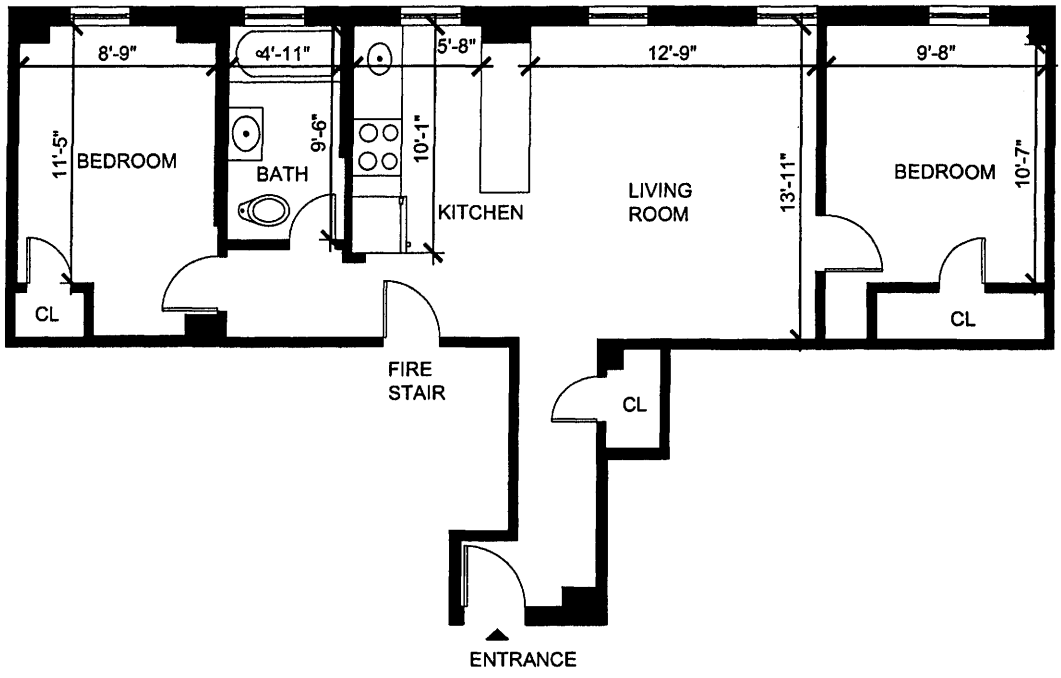
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JOB No. 12-308-312 W 30th Street
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A2-10





NOTE:
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APPROXIMATE SF = 740

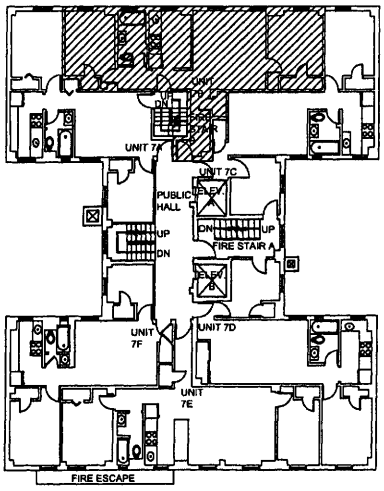
1 **UNIT 5B**
1/8" = 1'-0"

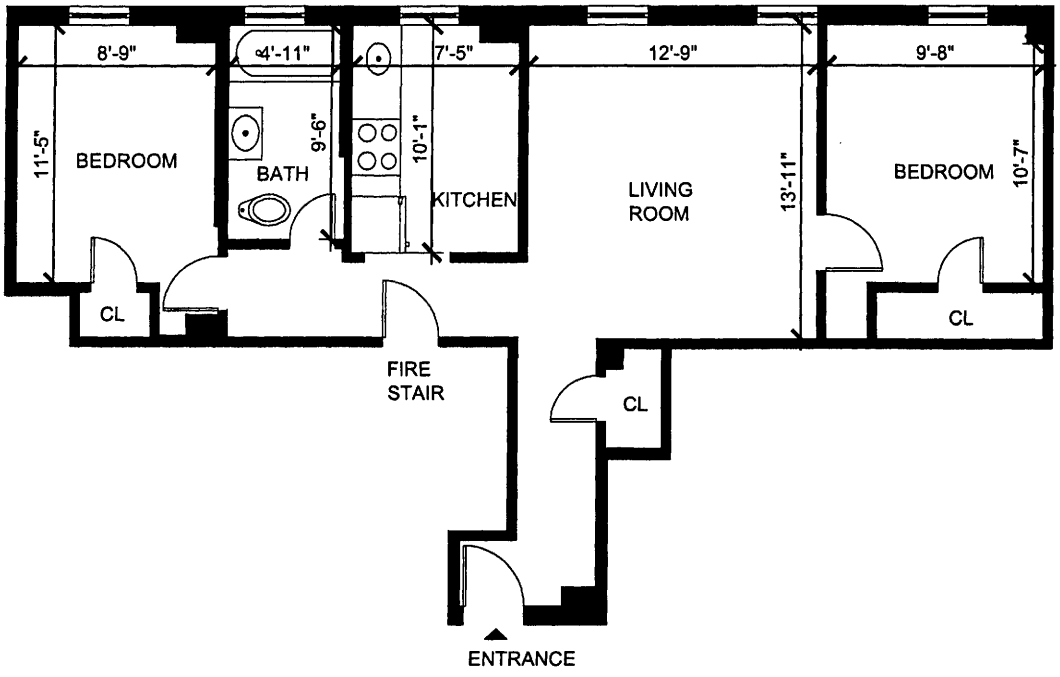
HOWARD L. ZIMMERMAN
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JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-11





NOTE:
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APPROXIMATE SF = 731

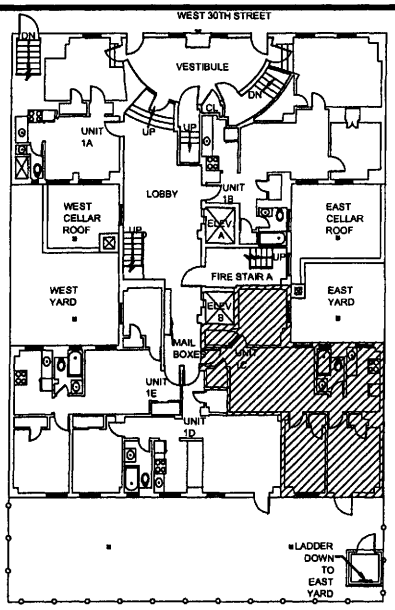
1 **UNIT 7B**
1/8" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax: 212.564.9032

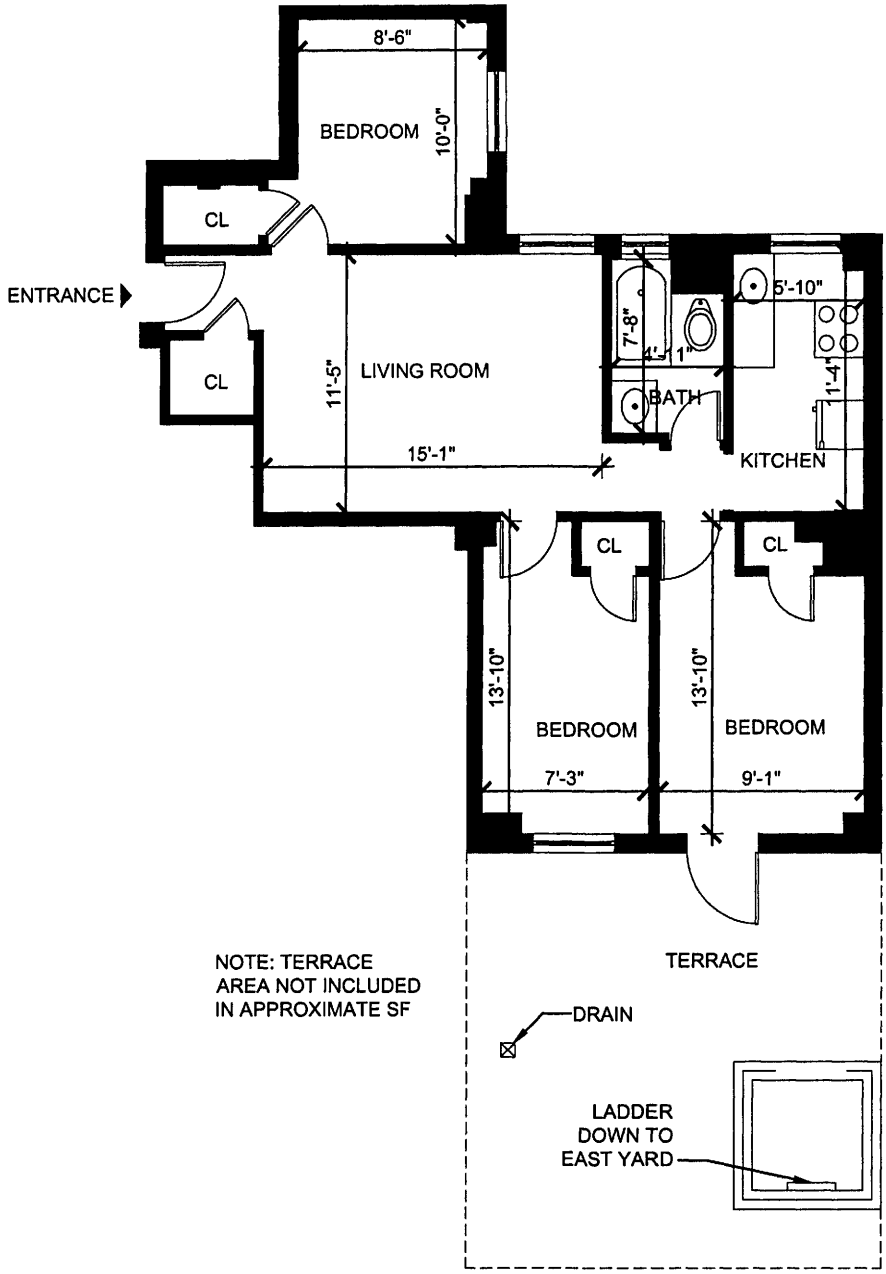
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-12



NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. WHERE NECESSARY, PARTITION WALLS MUST BE DEMOLISHED AND/OR MOVED TO COMPLY.



NOTE: TERRACE AREA NOT INCLUDED IN APPROXIMATE SF

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 723

APPROXIMATE TERRACE SF = 302

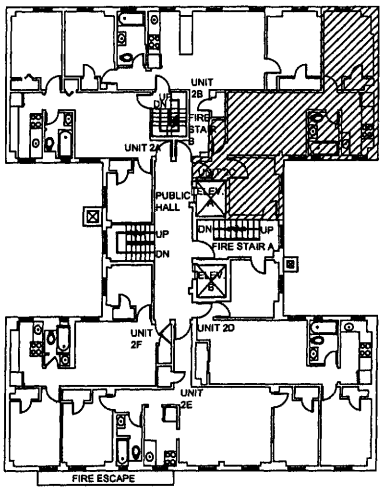
1 **UNIT 1C**
1/8" = 1'-0"

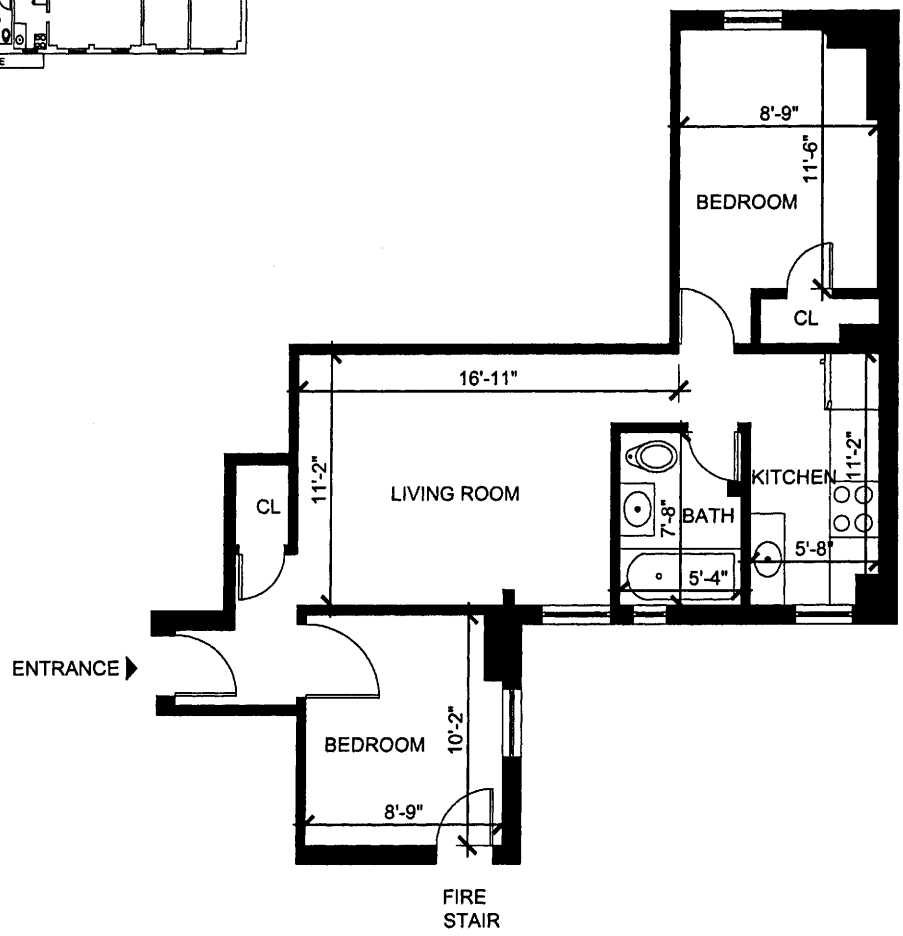
HOWARD L. ZIMMERMAN
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JOB No. 12-308-312 W 30th Street
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A2-13





NOTE:
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APPROXIMATE SF = 589

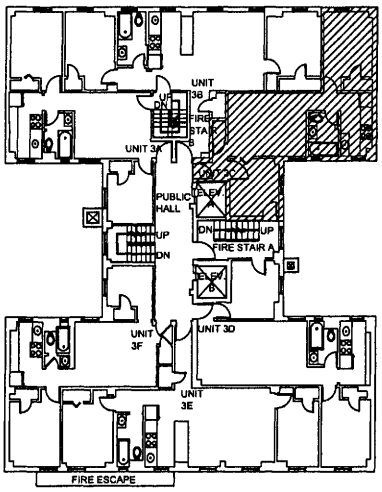
1 **UNIT 2C**
1/8" = 1'-0"

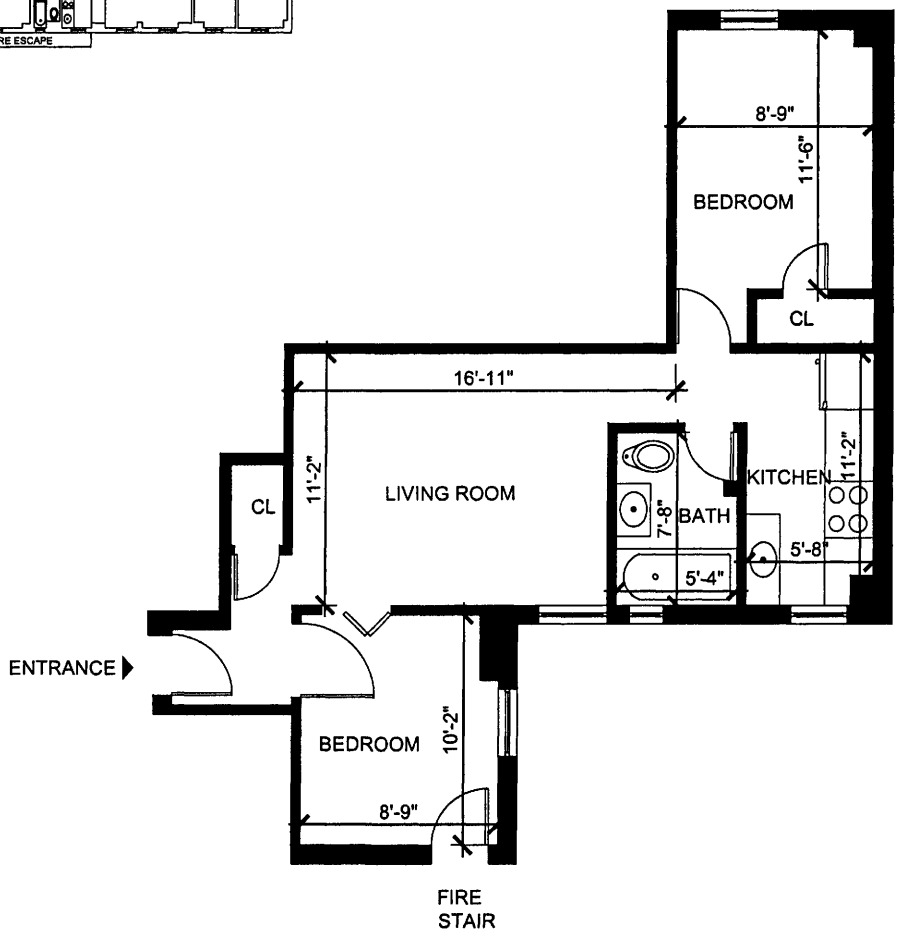
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

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A2-14





NOTE:
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APPROXIMATE SF = 589

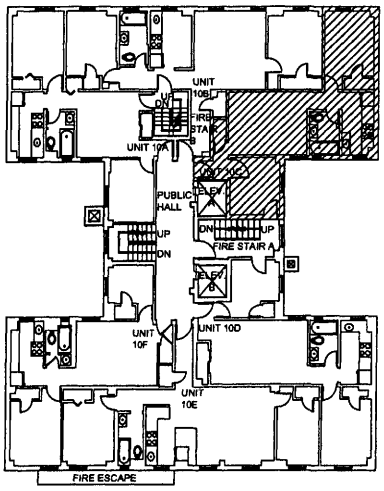
1 **UNIT 3C**
1/8" = 1'-0"

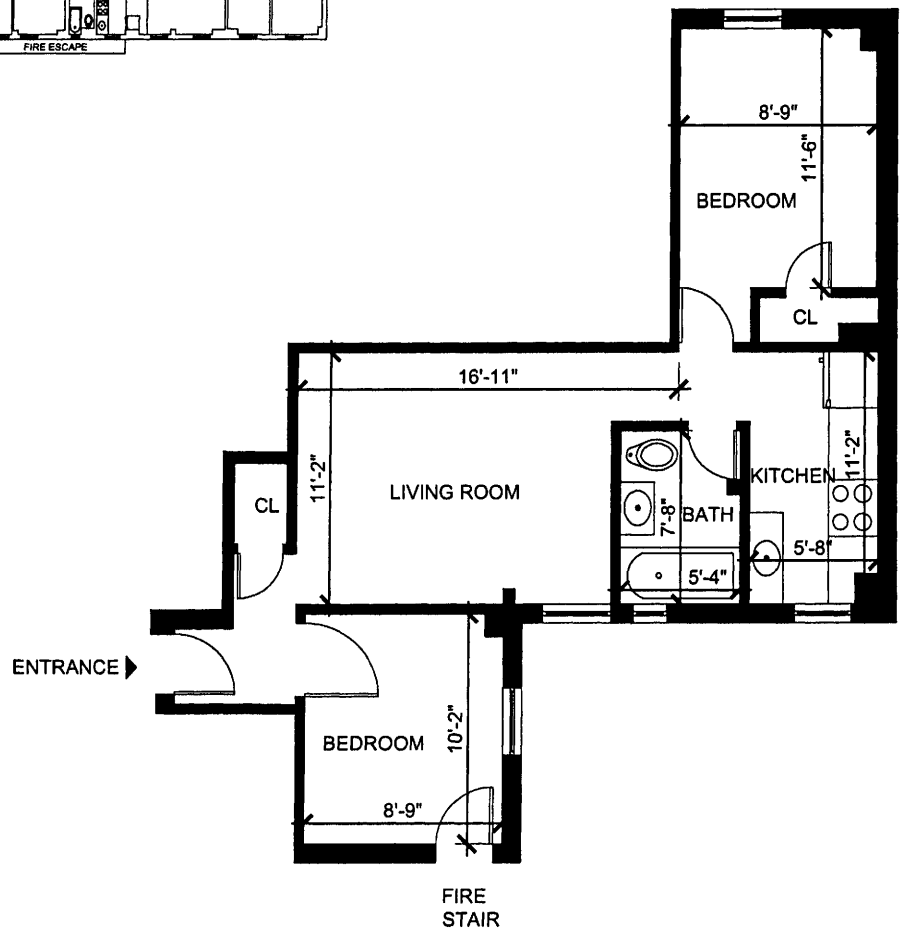
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-15





1 **UNITS 4, 5, 6, 7, AND 10C**

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 589

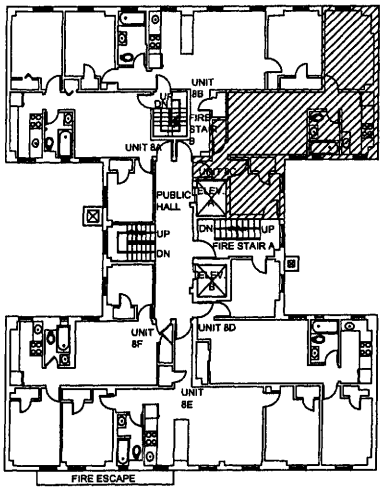
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

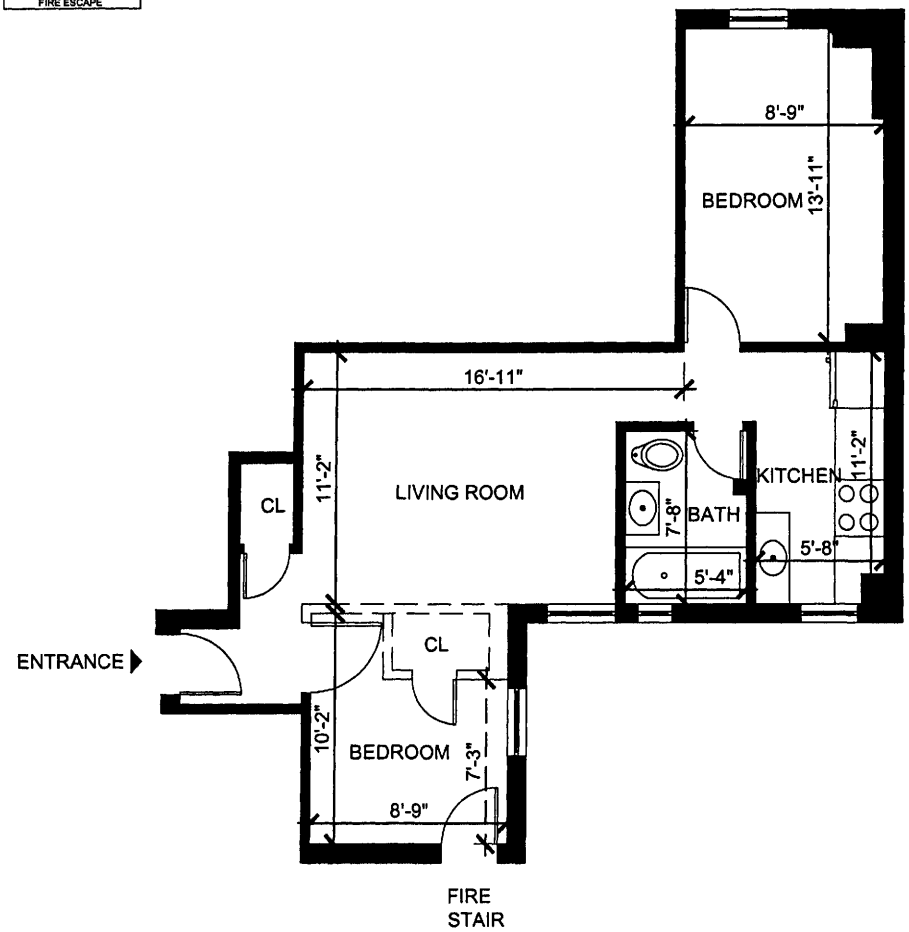
11 West 30th Street, New York, N.Y. 10001
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED
DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH
CHECKED BY: JL

A2-16





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 589

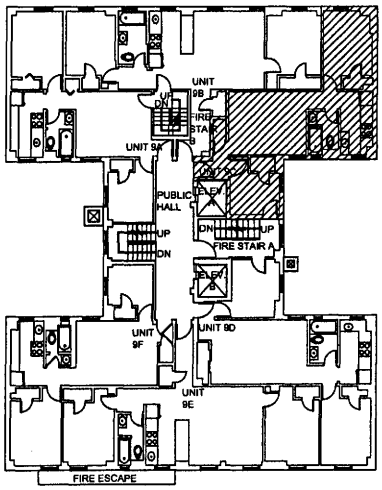
1 **UNIT 8C**
1/8" = 1'-0"

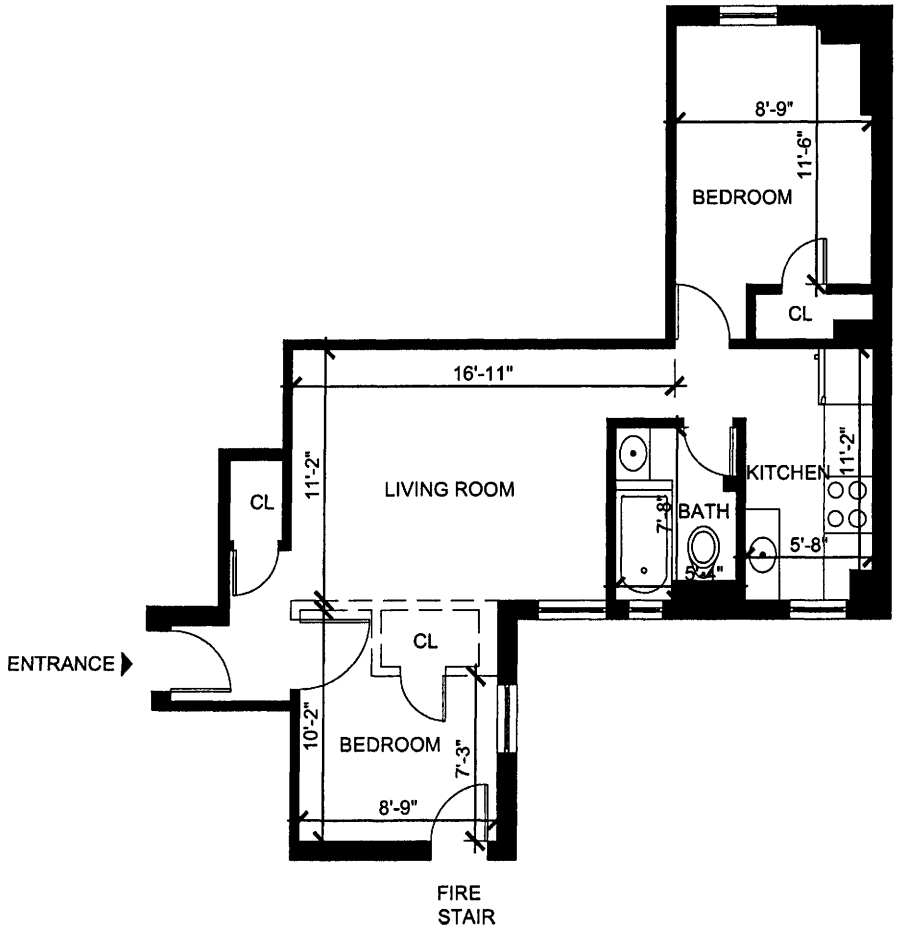
HOWARD L. ZIMMERMAN
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TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
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SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-17





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

NOTE:
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APPROXIMATE SF = 589

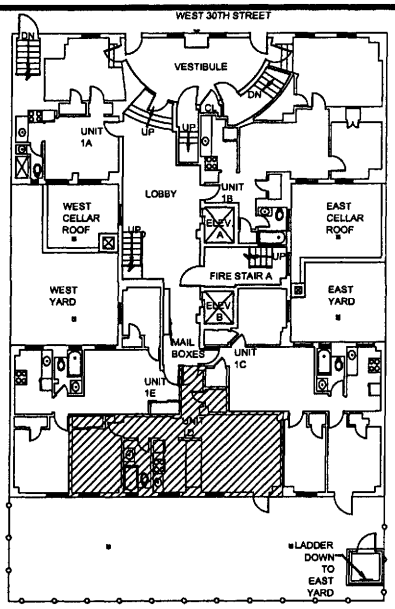
1 **UNIT 9C**
1/8" = 1'-0"

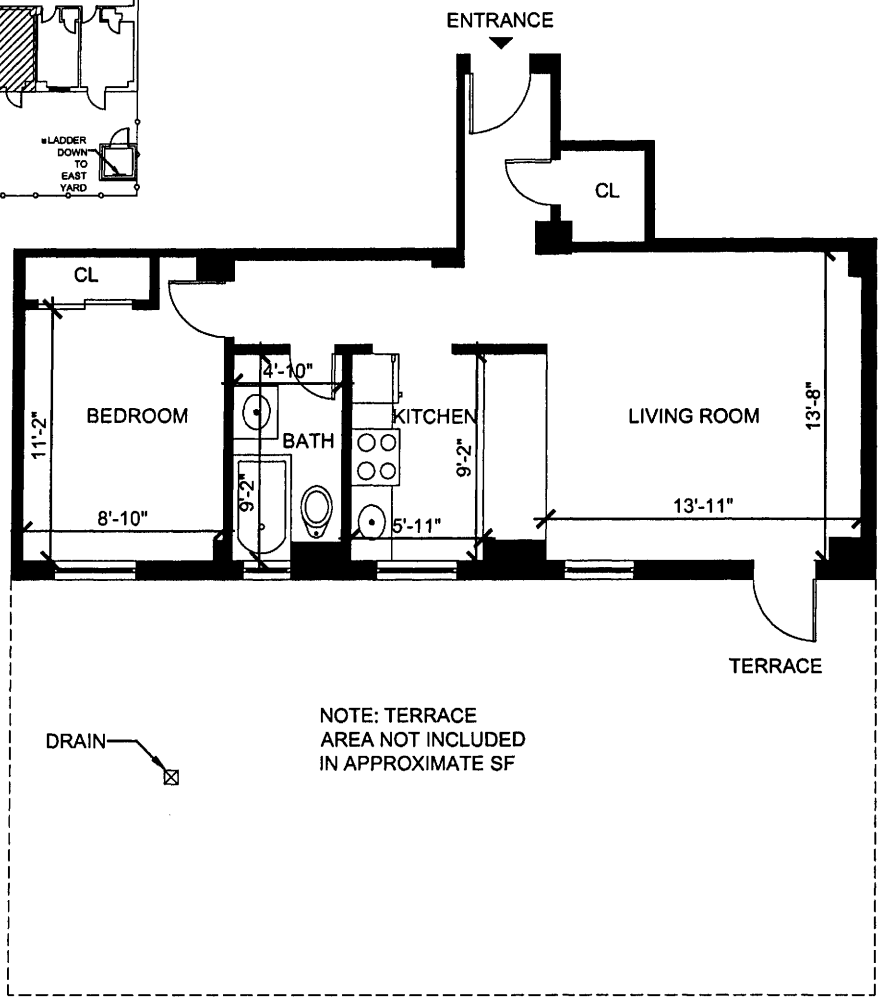
HOWARD L. ZIMMERMAN
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DRAWN BY: AH CHECKED BY: JL

A2-18





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 586

APPROXIMATE TERRACE SF = 704

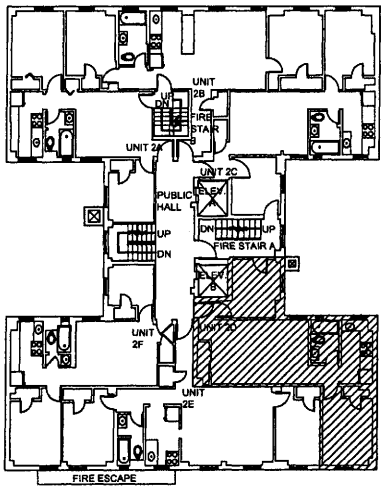
1 **UNIT 1D**
1/8" = 1'-0"

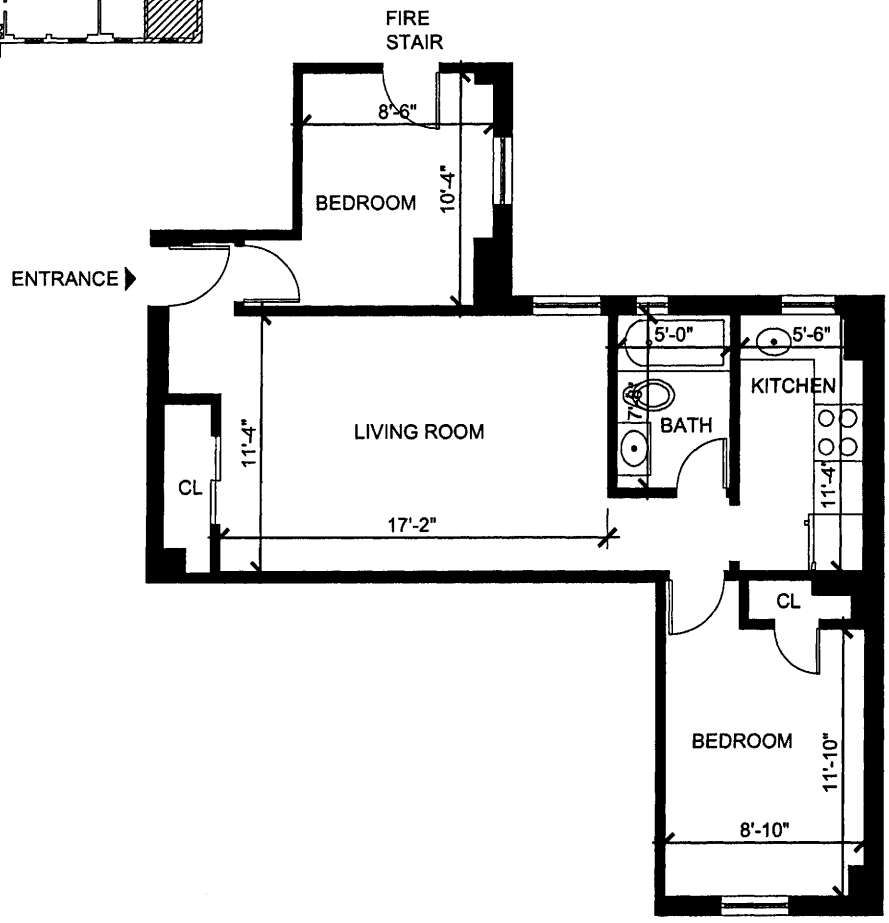
HOWARD L. ZIMMERMAN
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JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-19





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 636

1 **UNIT 2D**
1/8" = 1'-0"

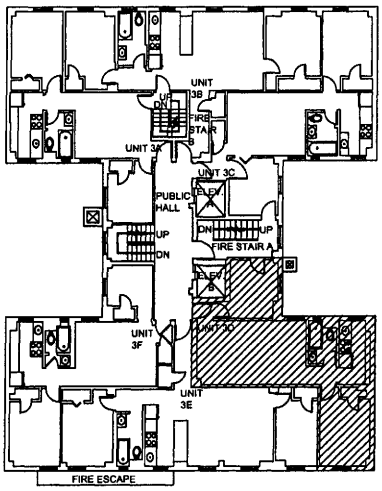
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

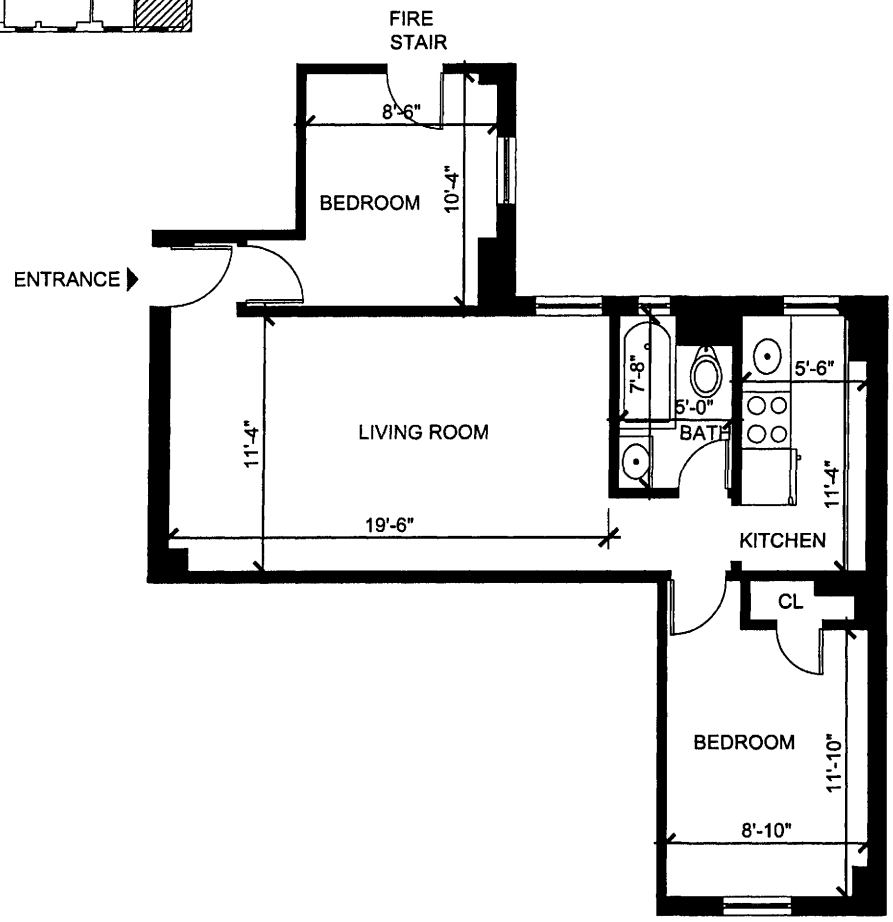
11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
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SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-20





NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 636

1 **UNIT 3D**
1/8" = 1'-0"

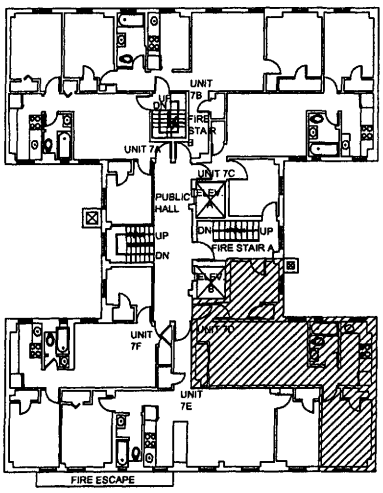
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

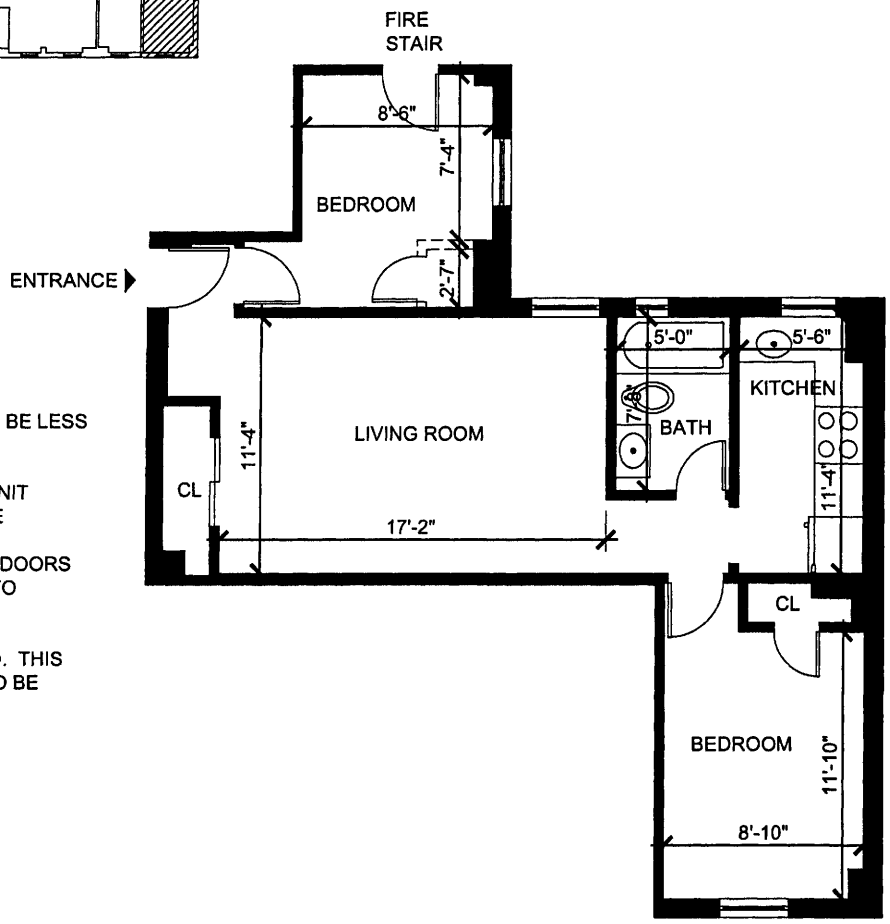
11 West 30th Street, New York, N.Y. 10001
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308-312 WEST 30TH STREET
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SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-21





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

*NO ACCESS PROVIDED. THIS LAYOUT IS ASSUMED TO BE TYPICAL.

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 636

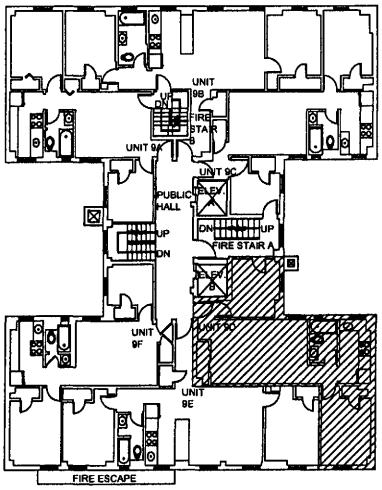
1 **UNITS 4, 5*, 6*, 7, 8*, AND 10D**
1/8" = 1'-0"

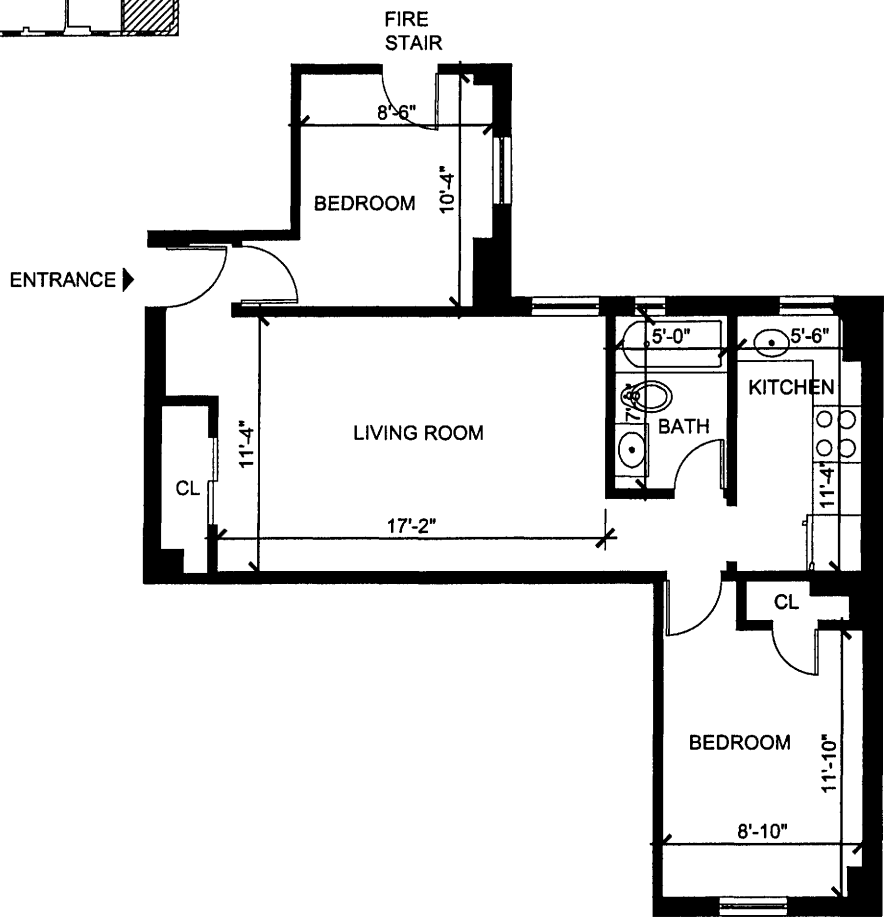
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DRAWN BY: AH CHECKED BY: JL

A2-22





NOTE:
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APPROXIMATE SF = 636

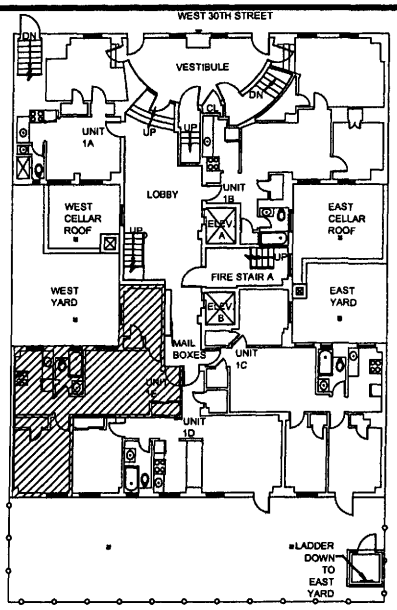
1 **UNIT 9D**
1/8" = 1'-0"

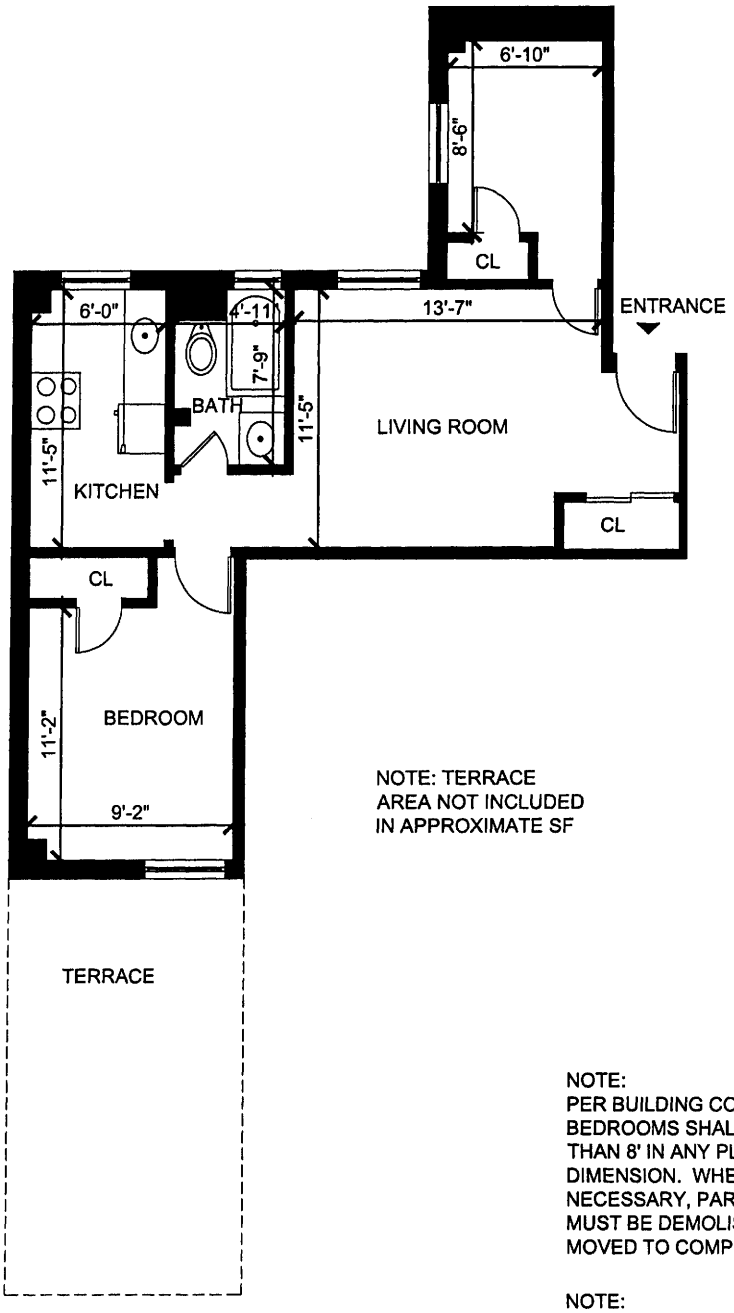
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SCALE: AS NOTED DATE: 08/21/2012
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DRAWN BY: AH CHECKED BY: JL

A2-23





NOTE: TERRACE AREA NOT INCLUDED IN APPROXIMATE SF

NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. WHERE NECESSARY, PARTITION WALLS MUST BE DEMOLISHED AND/OR MOVED TO COMPLY.

NOTE:
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1 **UNIT 1E**
1/8" = 1'-0"

APPROXIMATE SF = 563

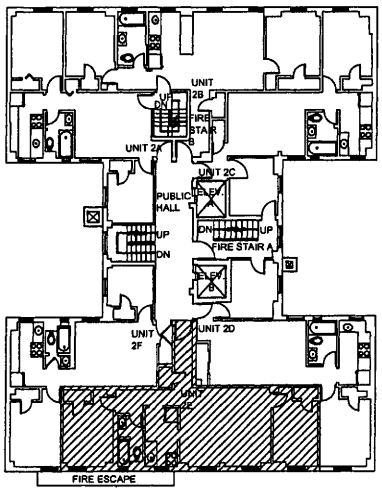
APPROXIMATE TERRACE SF = 193

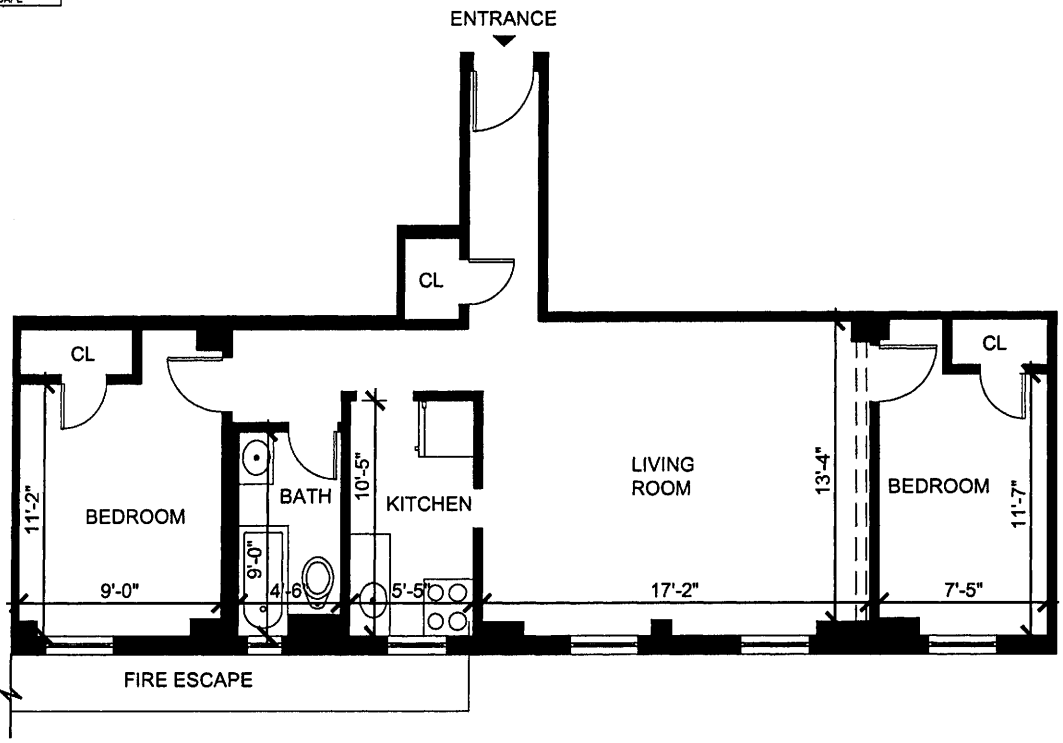
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SCALE: AS NOTED DATE: 08/21/2012
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DRAWN BY: AH CHECKED BY: JL

A2-24





NOTE:
ONCE UNIT BECOMES VACANT, SPONSOR ADVISES THAT PARTITION WALLS AND DOORS WILL BE MOVED TO DASHED LINES (AT MINIMUM) TO COMPLY WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 720

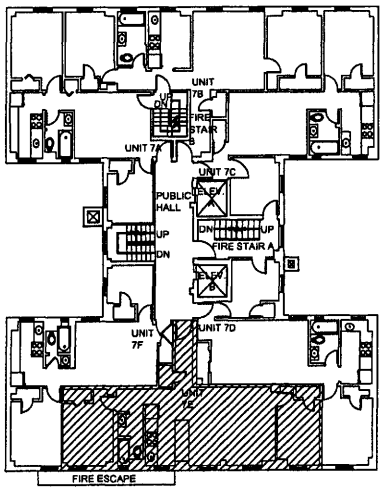
1 **UNIT 2E**
1/8" = 1'-0"

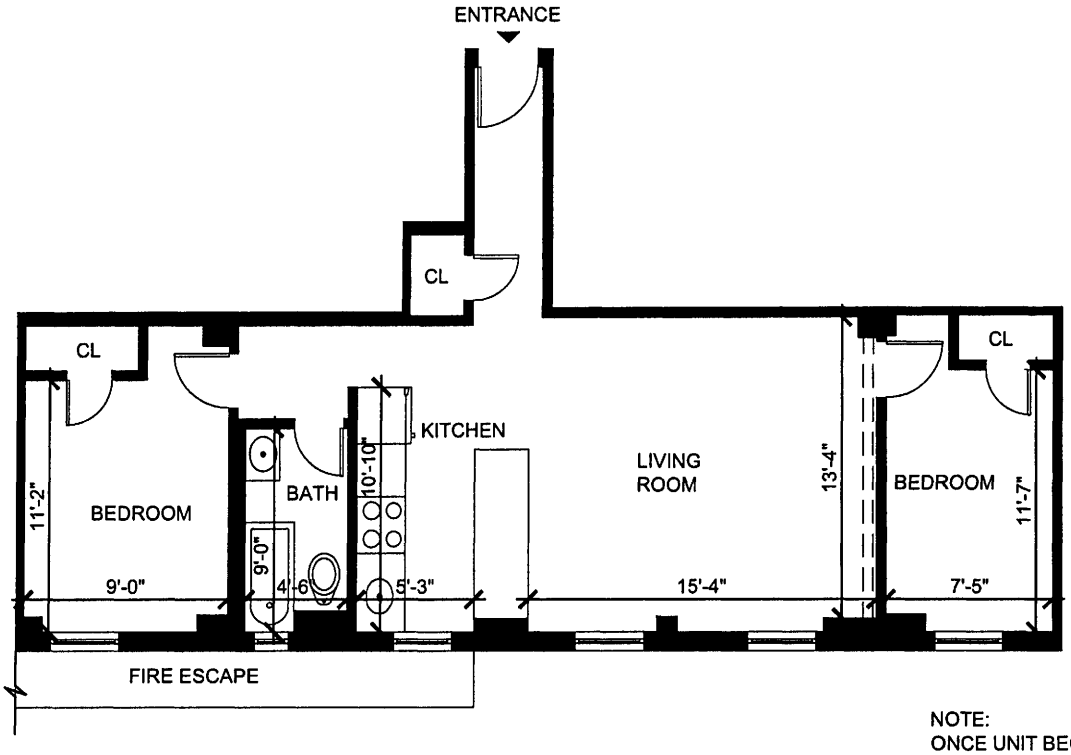
HOWARD L. ZIMMERMAN
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JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-25





NOTE:
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NOTE:
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1 **UNIT 3E**
1/8" = 1'-0"

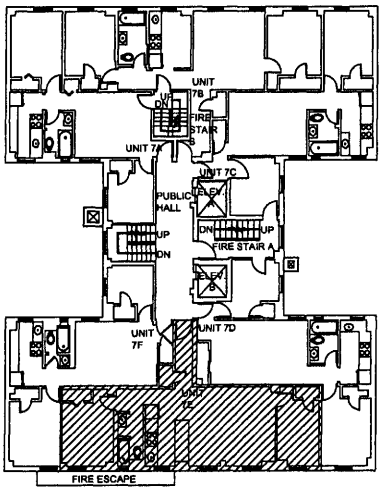
APPROXIMATE SF = 720

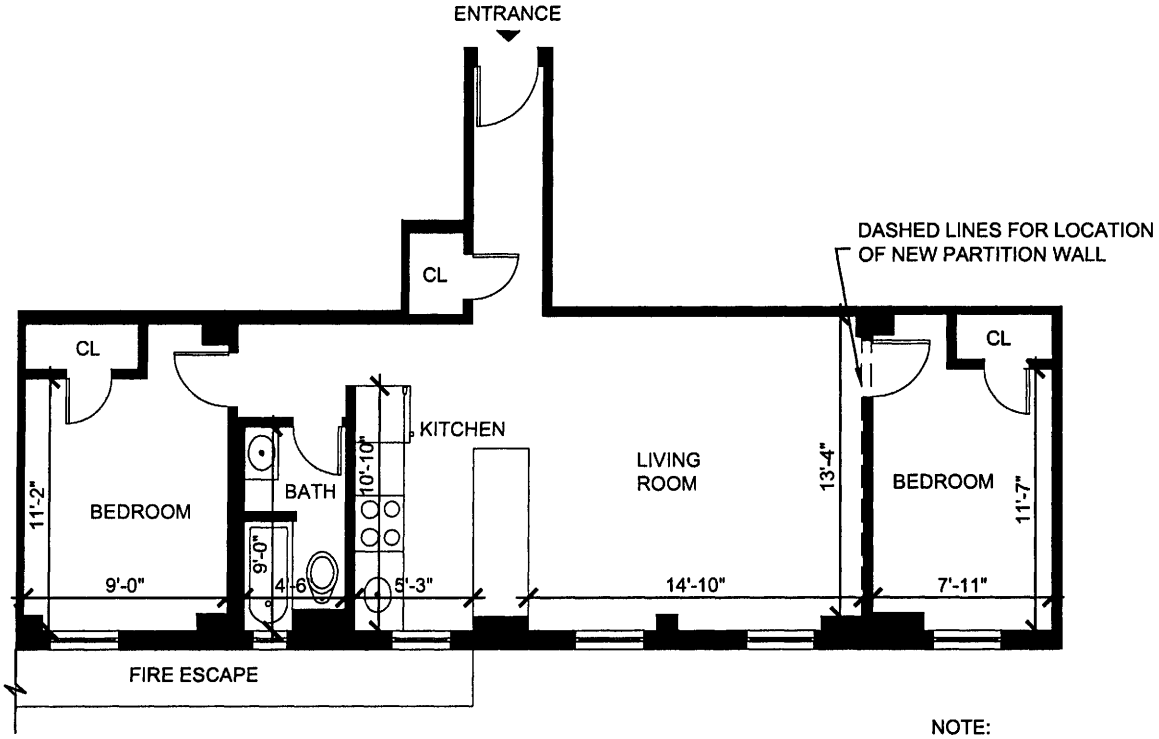
HOWARD L. ZIMMERMAN
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NEW YORK, NEW YORK 10001

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DRAWN BY: AH CHECKED BY: JL

A2-26





NOTE:
ONCE UNIT BECOMES VACANT, SPONSOR ADVISES THAT PARTITION WALLS AND DOORS WILL BE MOVED TO DASHED LINES (AT MINIMUM) TO COMPLY WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE INFORMATION SHOWN HERE IS APPROXIMATE.

APPROXIMATE SF = 720

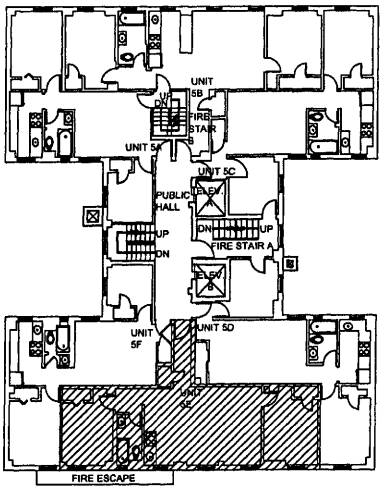
1 **UNITS 4, 6, 7, 8, AND 9E**
1/8" = 1'-0"

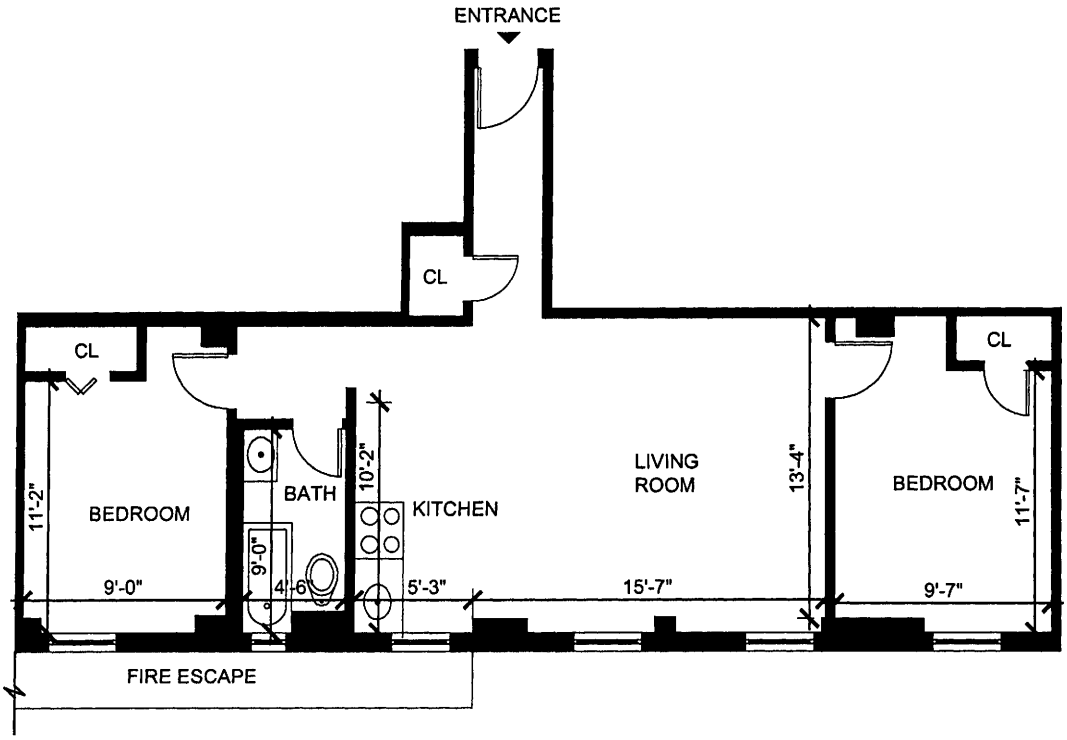
HOWARD L. ZIMMERMAN
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DRAWN BY: AH CHECKED BY: JL

A2-27





NOTE:
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APPROXIMATE SF = 720

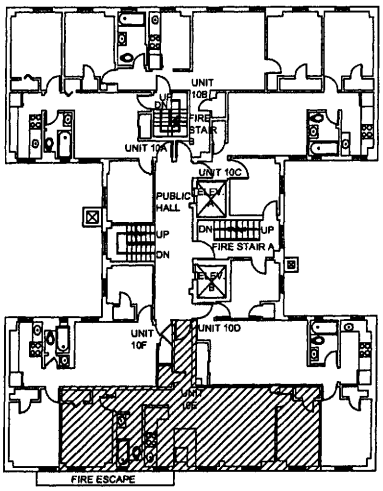
1 **UNIT 5E**
1/8" = 1'-0"

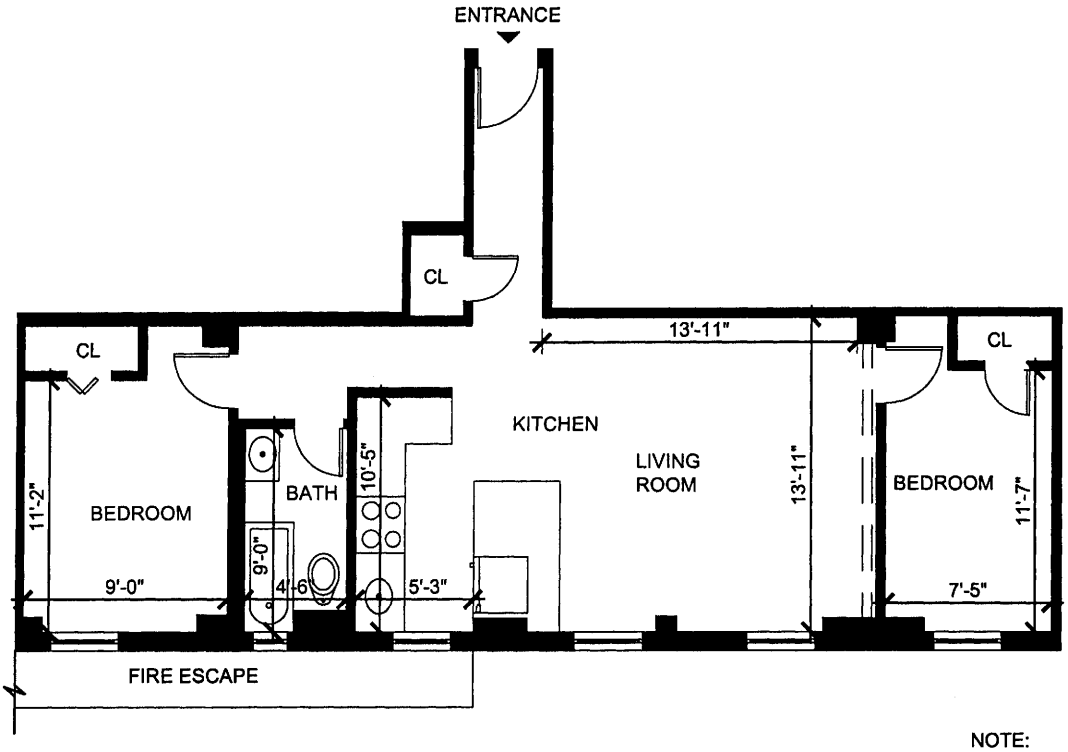
HOWARD L. ZIMMERMAN
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SCALE: AS NOTED
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JOB No. 12-308-312 W 30th Street
DRAWN BY: AH
CHECKED BY: JL

A2-28





NOTE:
ONCE UNIT BECOMES VACANT, SPONSOR ADVISES THAT PARTITION WALLS AND DOORS WILL BE MOVED TO DASHED LINES (AT MINIMUM) TO COMPLY WITH CODE.

NOTE:
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APPROXIMATE SF = 720

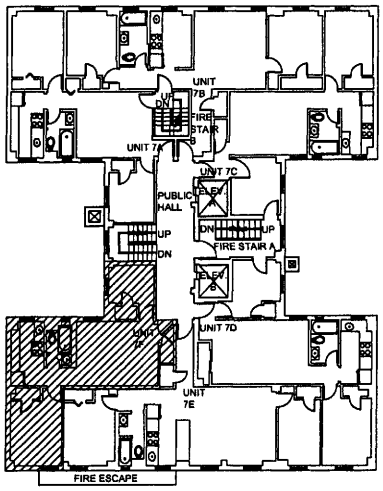
1 **UNIT 10E**
1/8" = 1'-0"

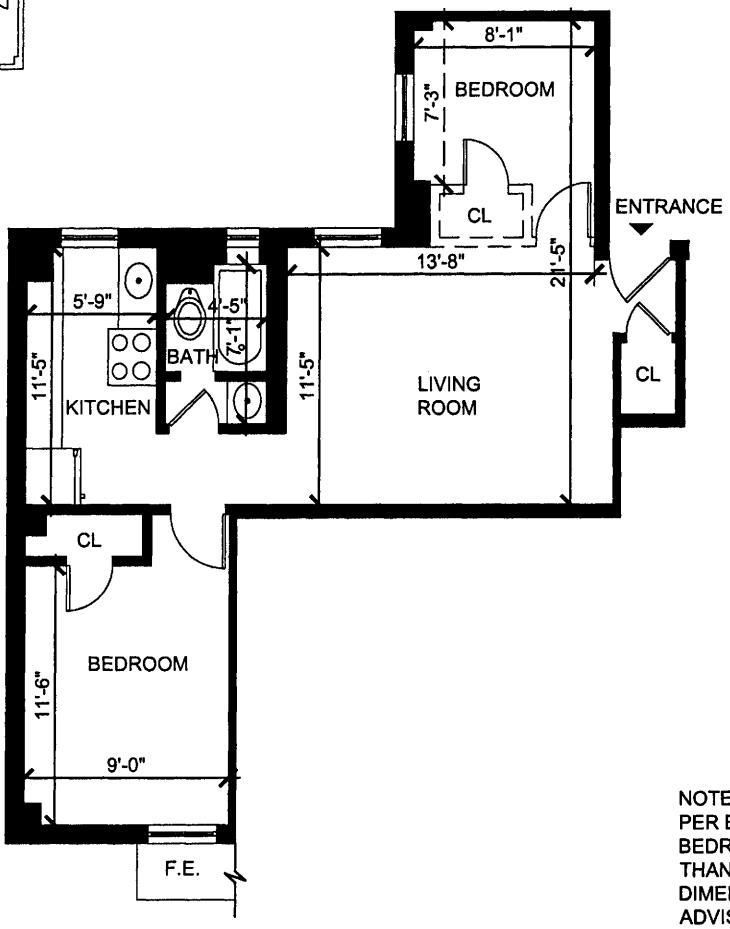
HOWARD L. ZIMMERMAN
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DRAWN BY: AH CHECKED BY: JL

A2-29





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

NOTE:
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APPROXIMATE SF = 562

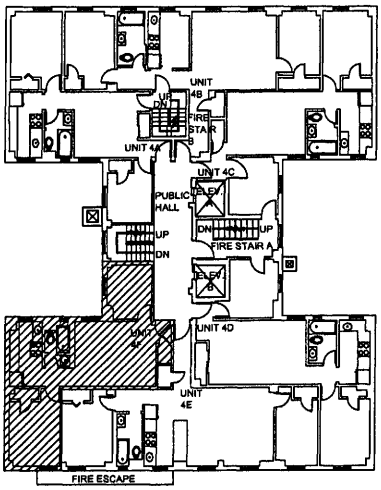
1 **UNITS 2, 3, 5, 7, 9, AND 10F**
1/8" = 1'-0"

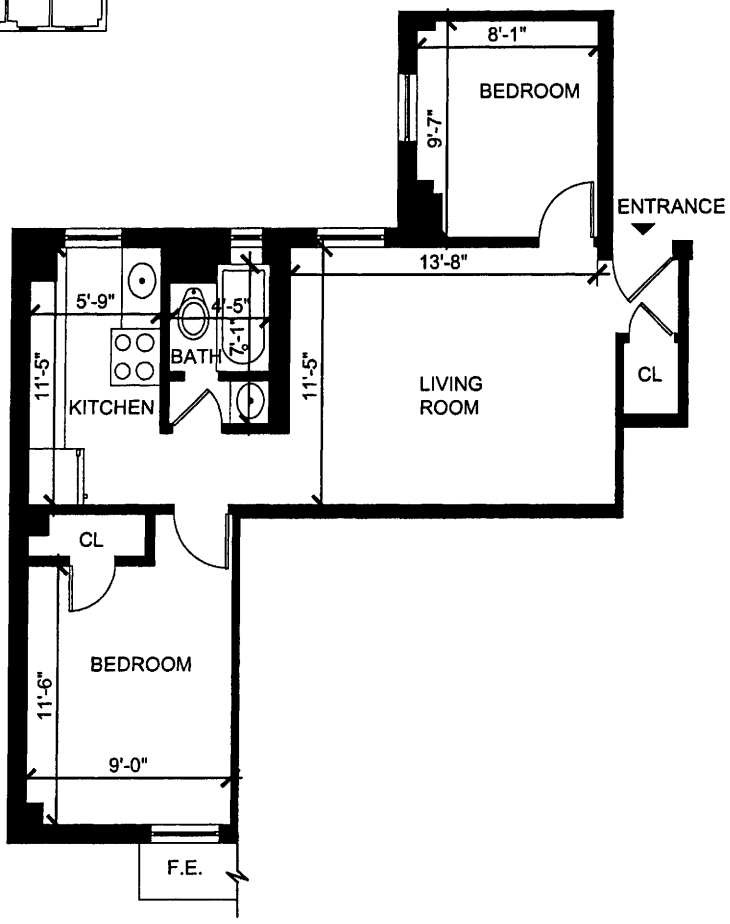
HOWARD L. ZIMMERMAN
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SCALE: AS NOTED DATE: 08/21/2012
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DRAWN BY: AH CHECKED BY: JL

A2-30





NOTE:
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APPROXIMATE SF = 562

1 **UNIT 4F**
1/8" = 1'-0"

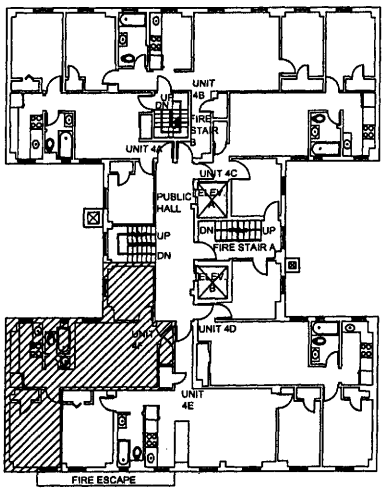
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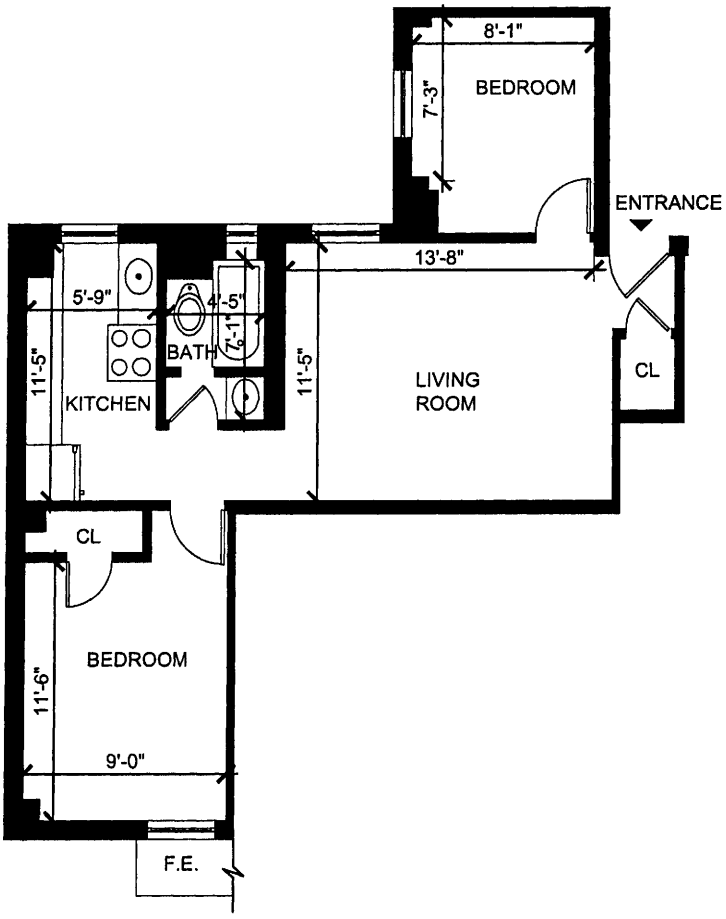
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308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
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A2-31





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APPROXIMATE SF = 562

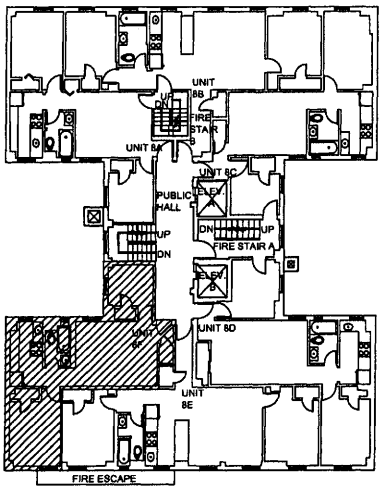
1 **UNIT 6F**
1/8" = 1'-0"

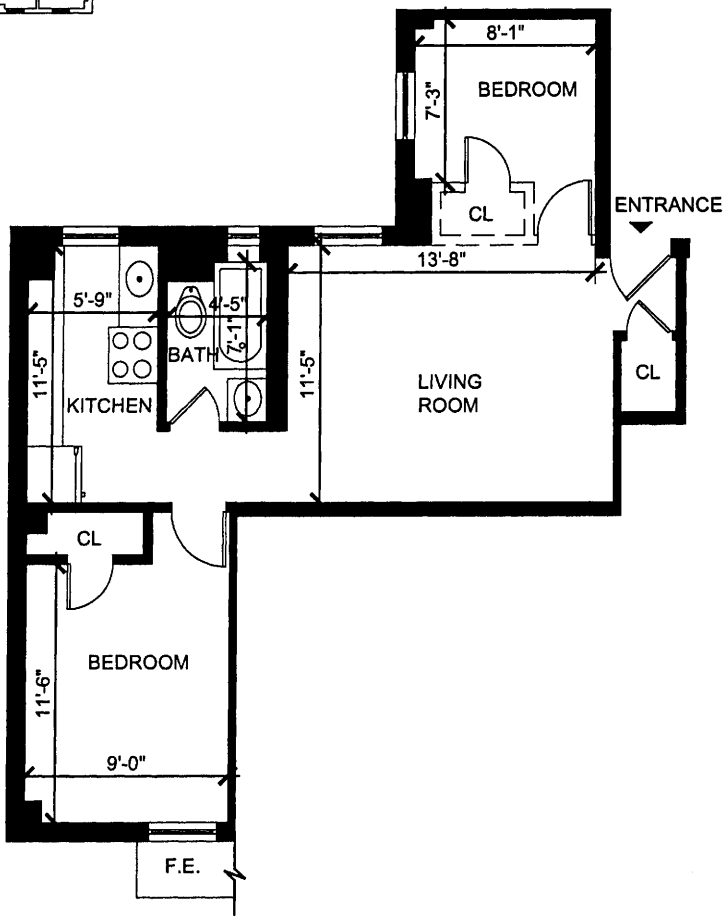
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A2-32





NOTE:
PER BUILDING CODE, BEDROOMS SHALL NOT BE LESS THAN 8' IN ANY PLAN DIMENSION. SPONSOR ADVISED THAT ONCE UNIT BECOMES VACANT, THE DASHED (UNHATCHED) PARTITION WALLS AND DOORS WILL BE DEMOLISHED TO COMPLY.

NOTE:
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APPROXIMATE SF = 562

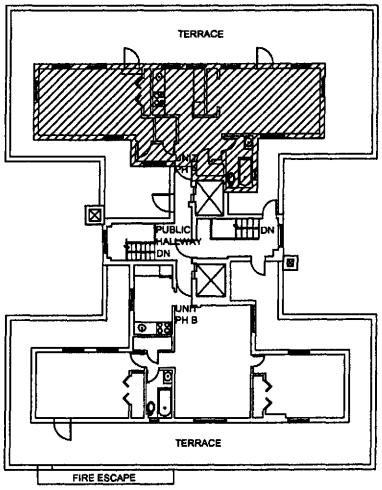
1 **UNIT 8F**
1/8" = 1'-0"

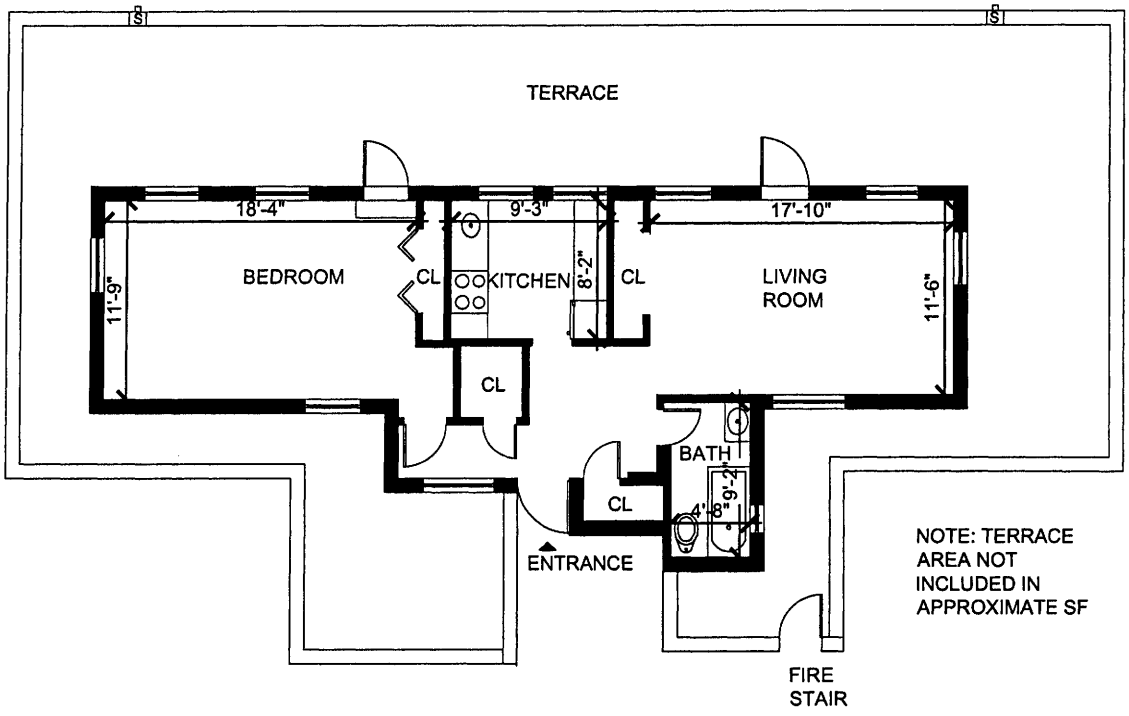
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A2-33





1 **PENTHOUSE A**

3/32" = 1'-0"

NOTE:
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APPROXIMATE SF = 776

APPROXIMATE TERRACE SF = 1163

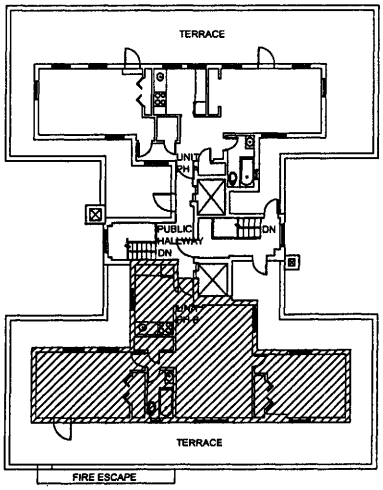
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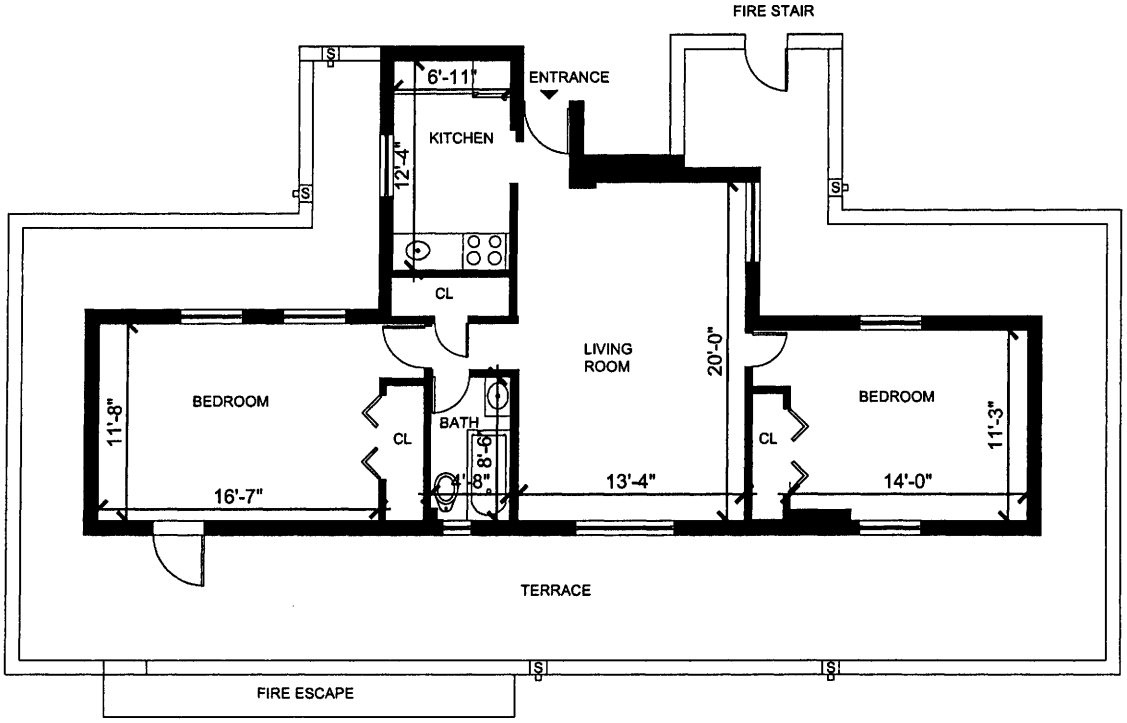
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A2-34





NOTE: TERRACE AREA NOT INCLUDED IN APPROXIMATE SF

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1 **PENTHOUSE B**
3/32" = 1'-0"

APPROXIMATE SF = 939
APPROXIMATE TERRACE SF = 979

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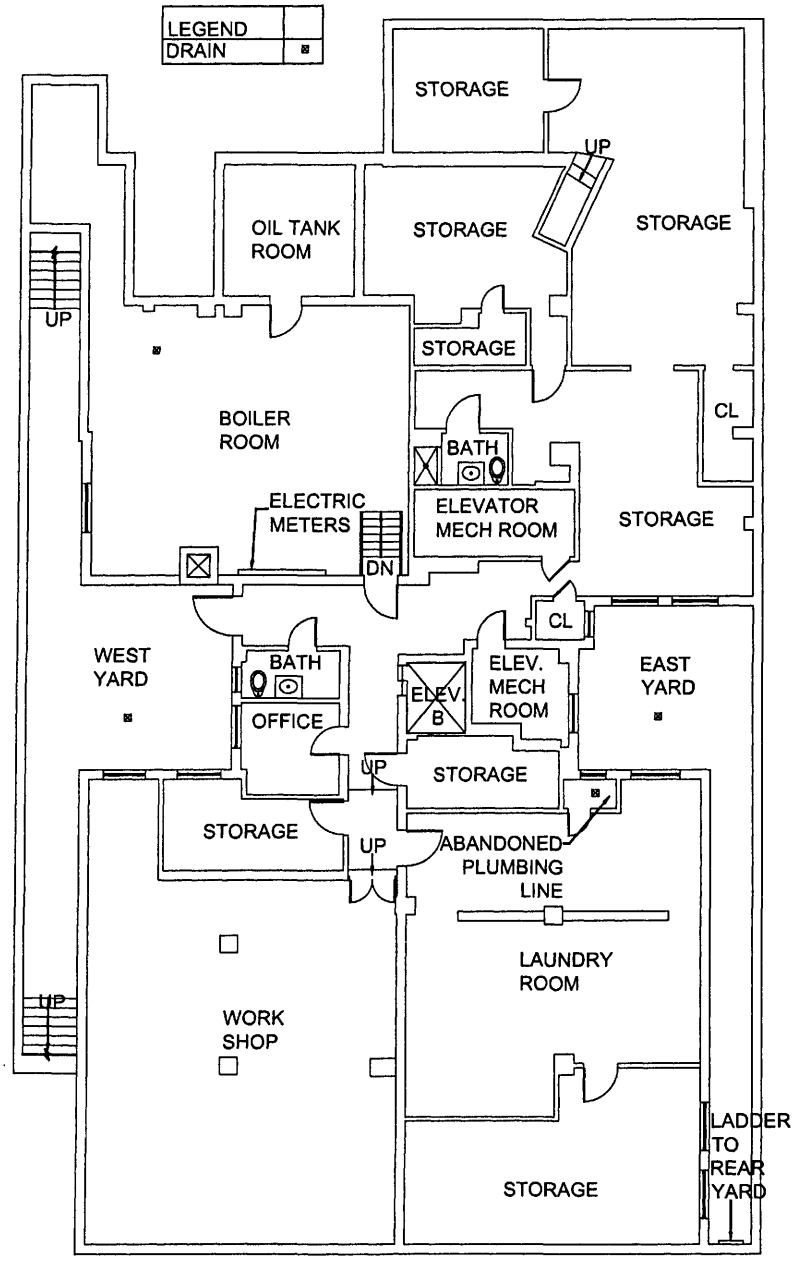
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SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
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A2-35

APPENDIX 5

MASTER FLOOR PLANS



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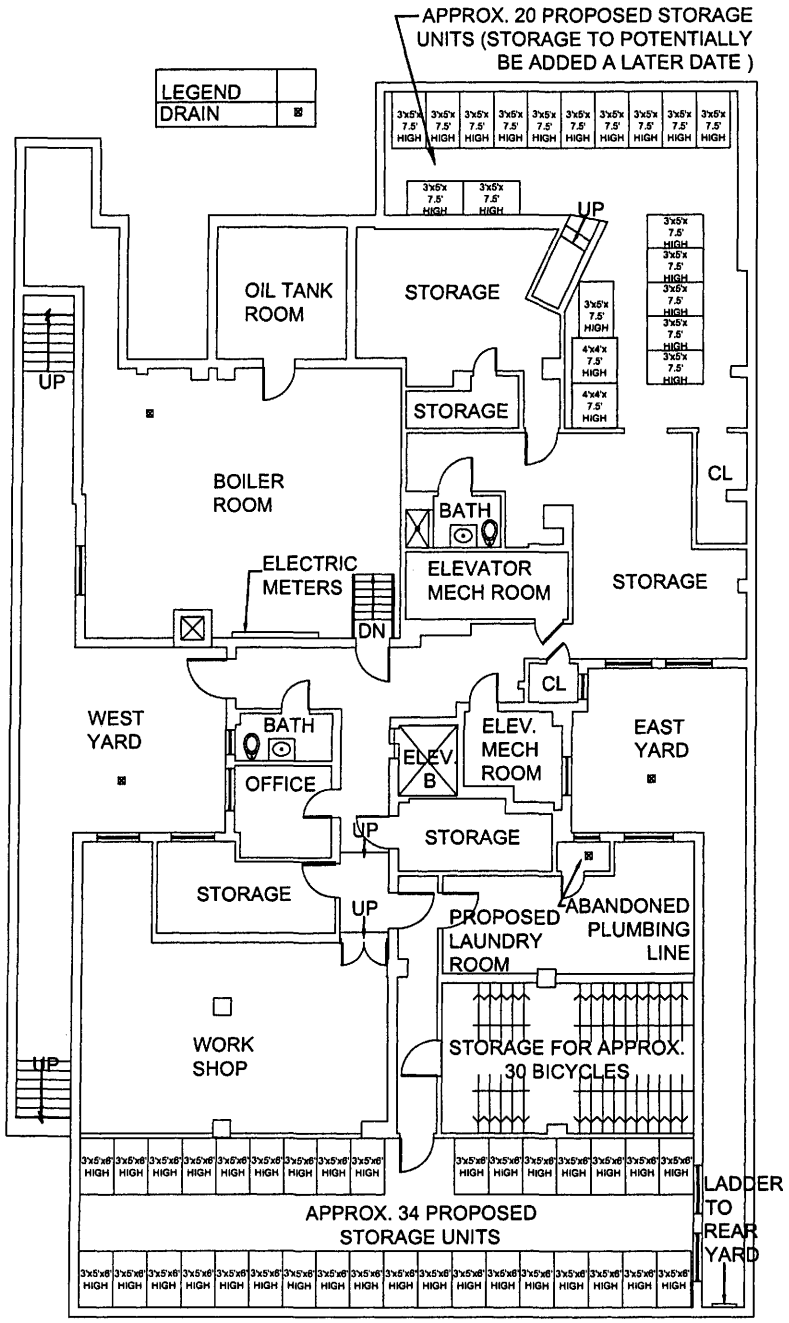
1 **CELLAR PLAN**
1/16" = 1'-0"

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A3-01



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1 PROPOSED CELLAR PLAN

1/16" = 1'-0"

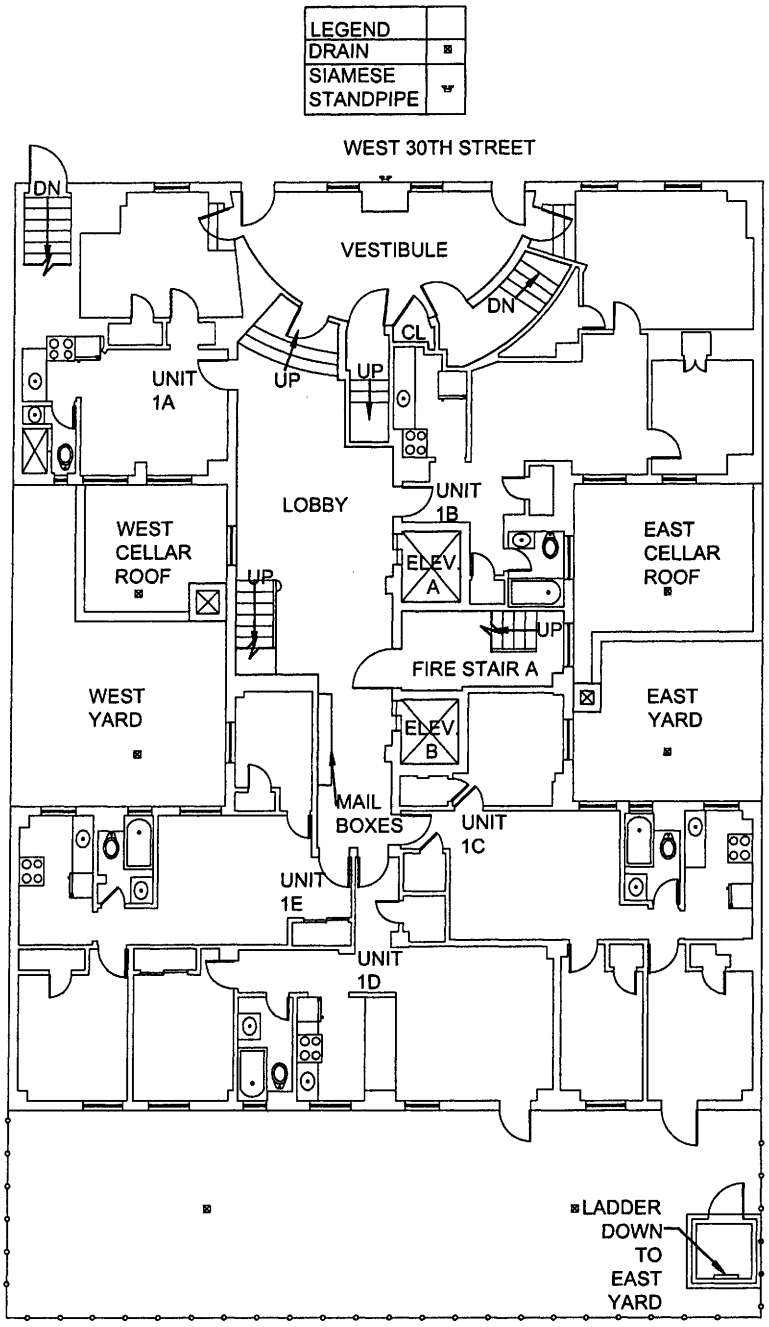
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A3-01A



NOTE:
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1 1ST FLOOR PLAN

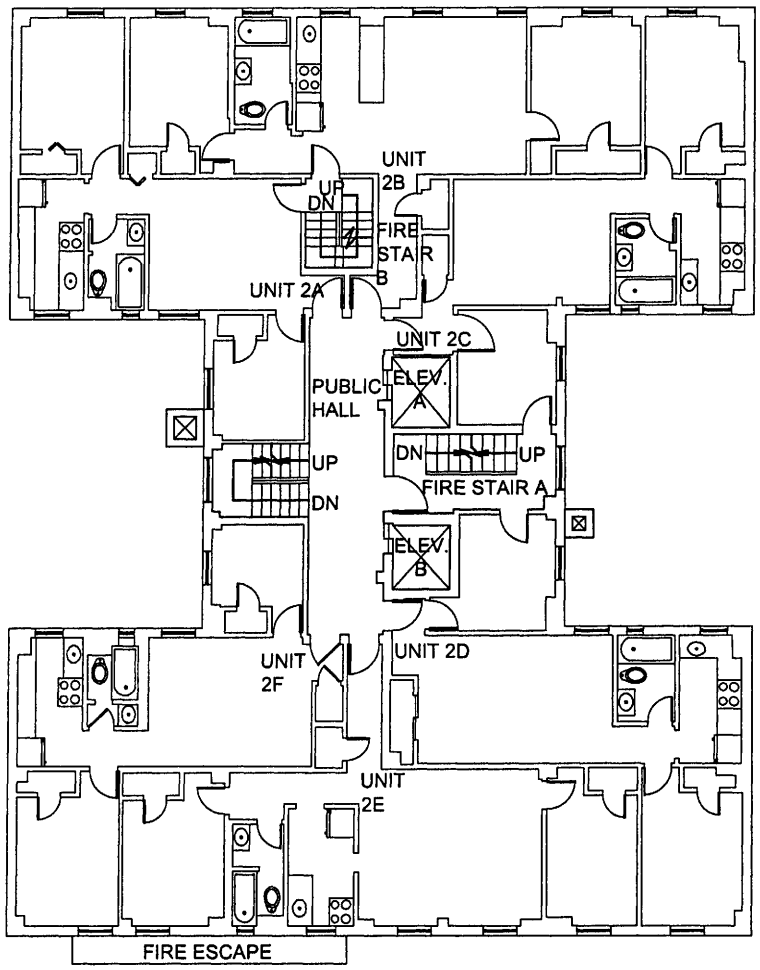
1/16" = 1'-0"

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JOB No. 12-308-312 W 30th Street
DRAWN BY: AH
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A3-02



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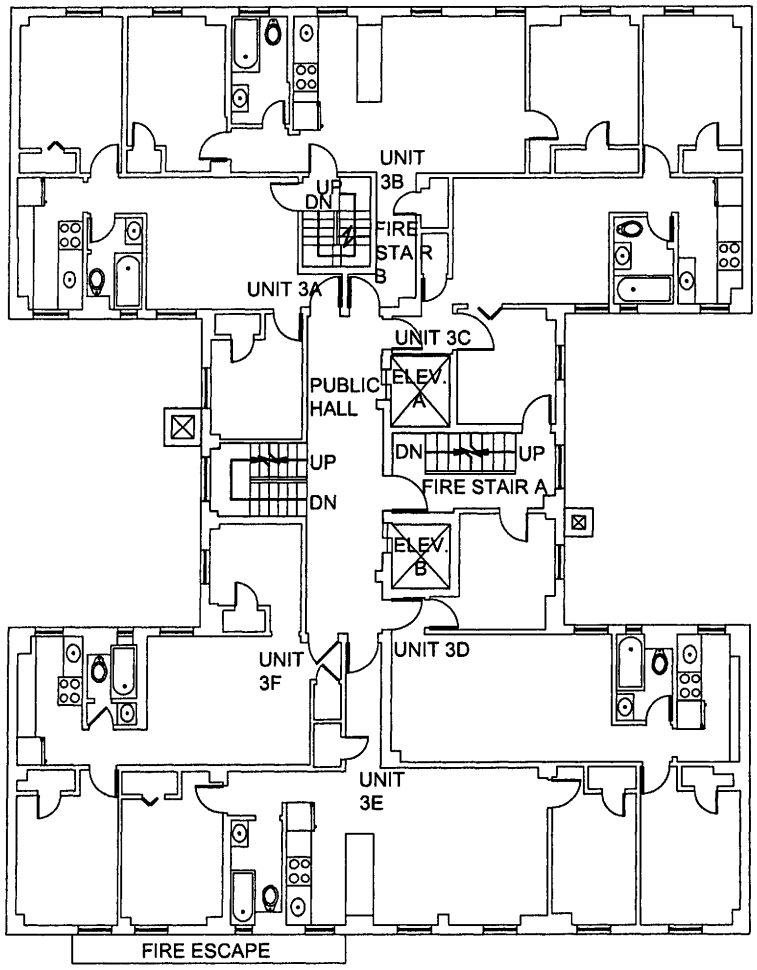
1 **2ND FLOOR PLAN**
1/16" = 1'-0"

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A3-03



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1 **3RD FLOOR PLAN**
1/16" = 1'-0"

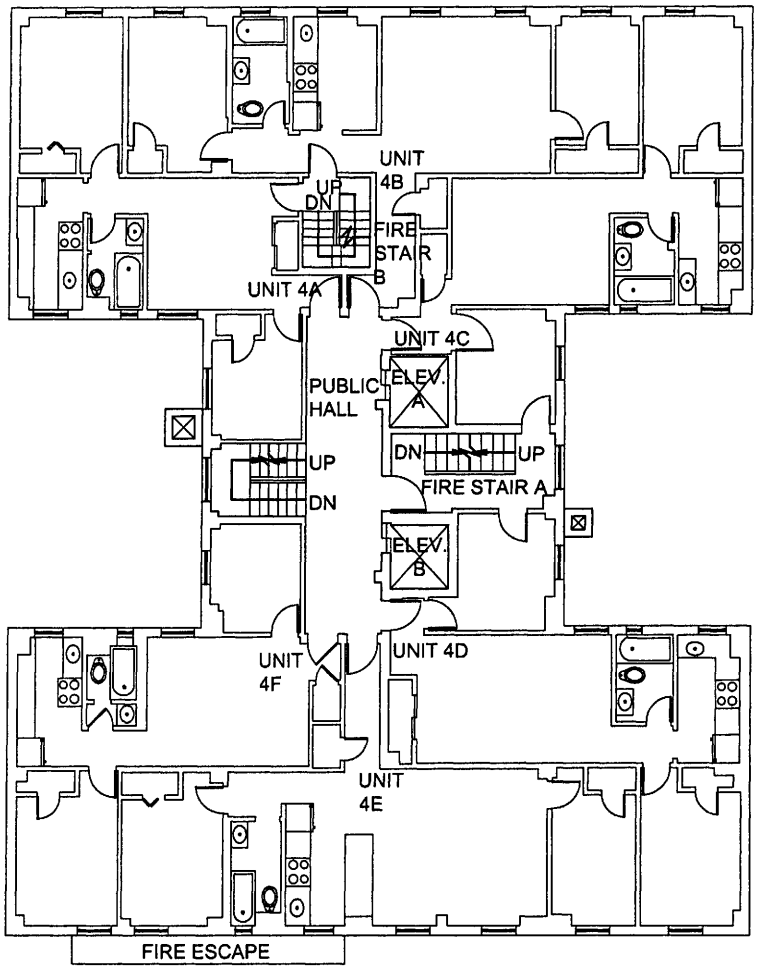
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A3-04



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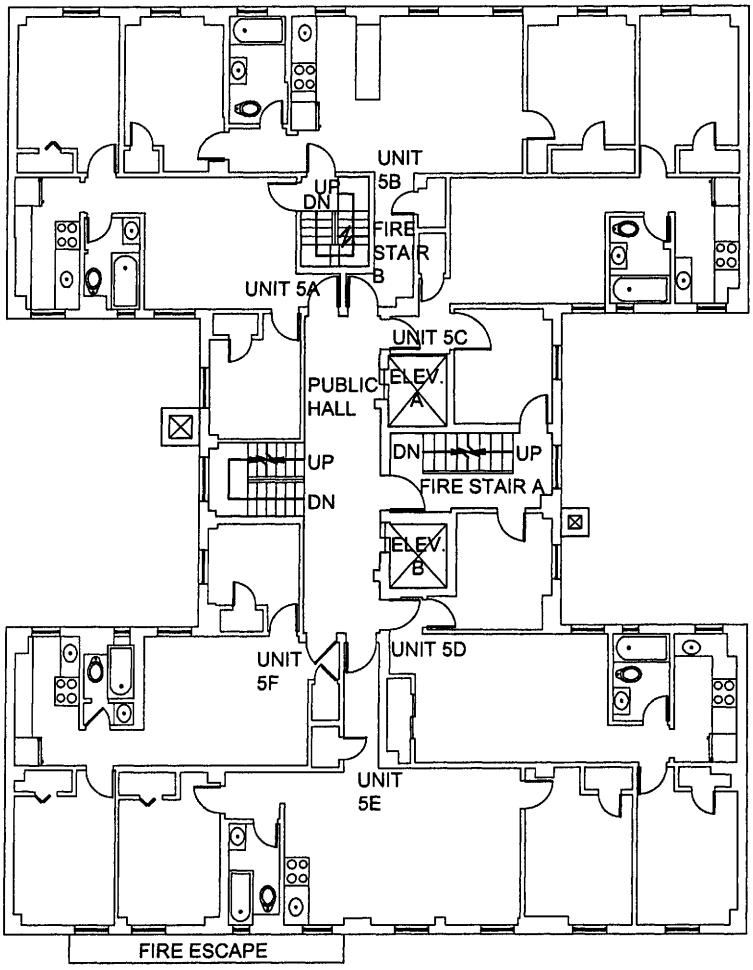
1 **4TH FLOOR PLAN**
1/16" = 1'-0"

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A3-05



NOTE:
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1 5TH FLOOR PLAN

1/16" = 1'-0"

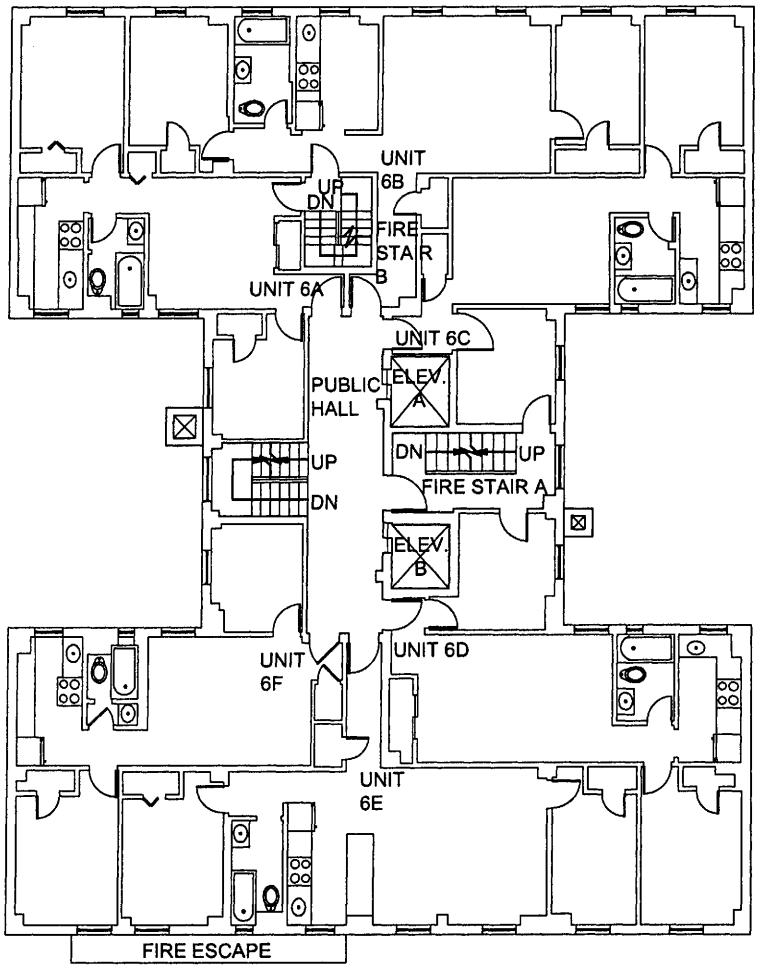
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A3-06



NOTE:
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1 6TH FLOOR PLAN

1/16" = 1'-0"

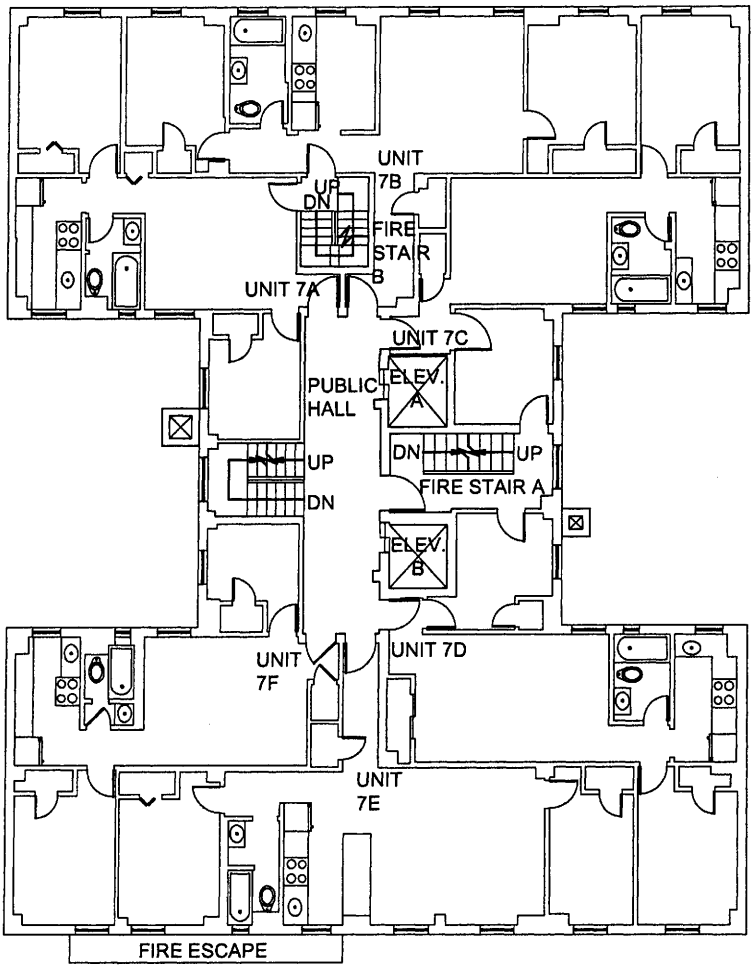
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A3-07



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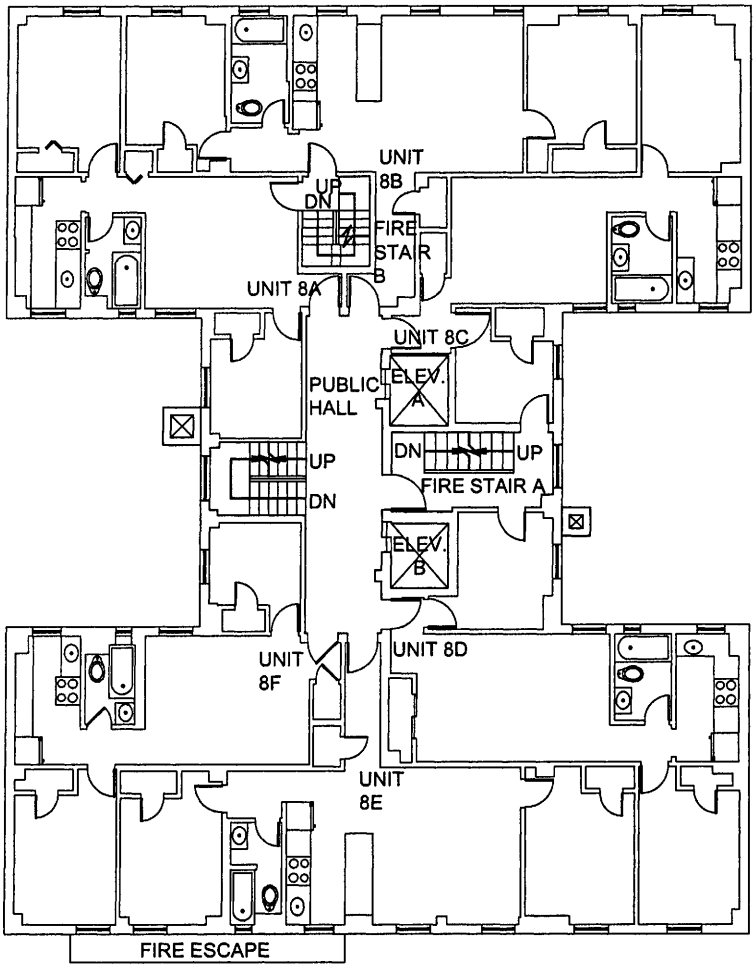
1 **7TH FLOOR PLAN**
1/16" = 1'-0"

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A3-08



NOTE:
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1 **8TH FLOOR PLAN**
1/16" = 1'-0"

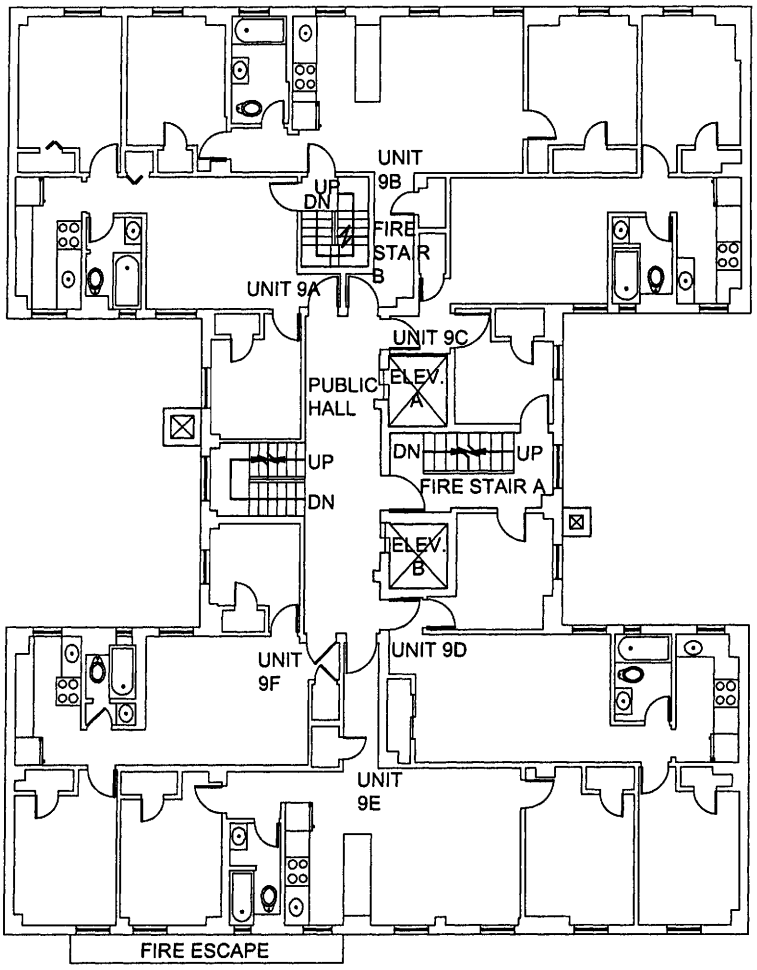
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A3-09



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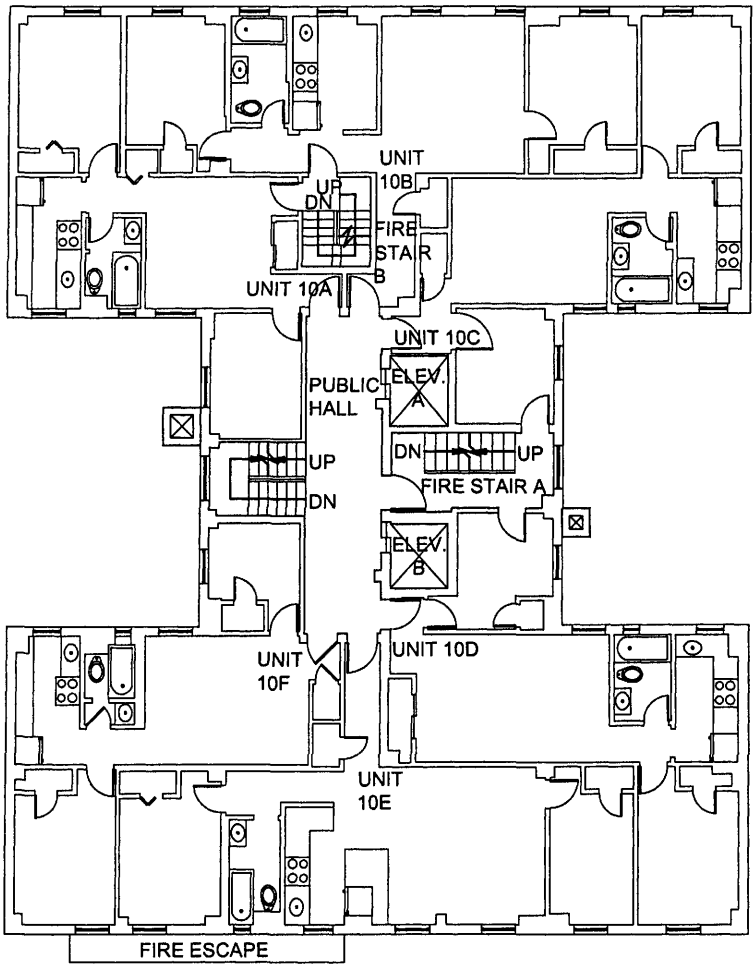
1 **9TH FLOOR PLAN**
1/16" = 1'-0"

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A3-10



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1 10TH FLOOR PLAN

1/16" = 1'-0"

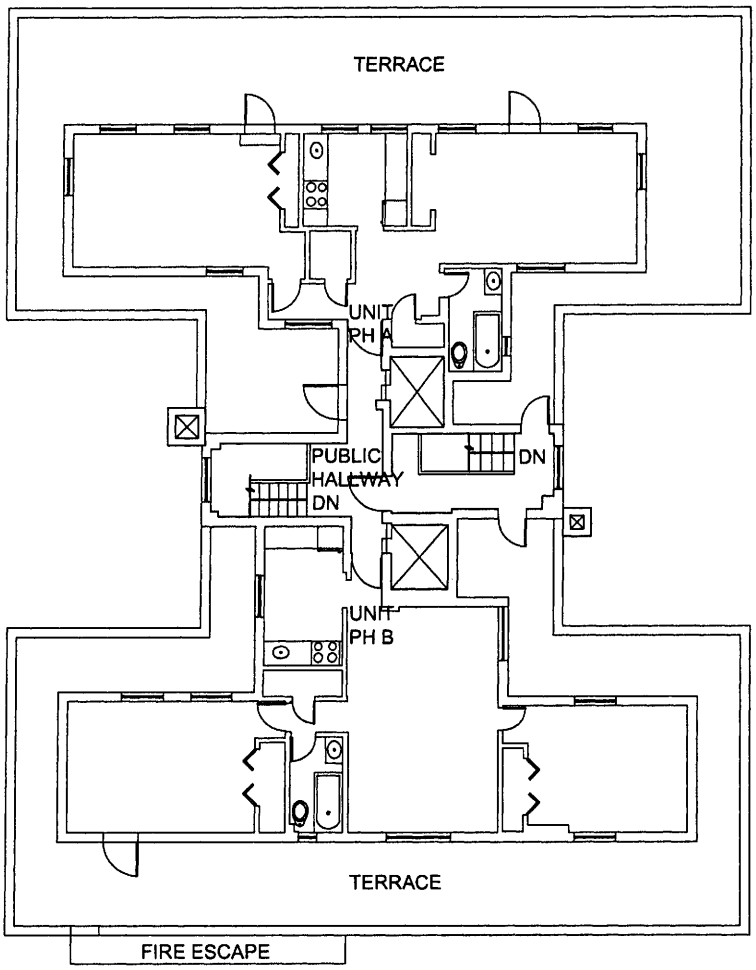
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A3-11



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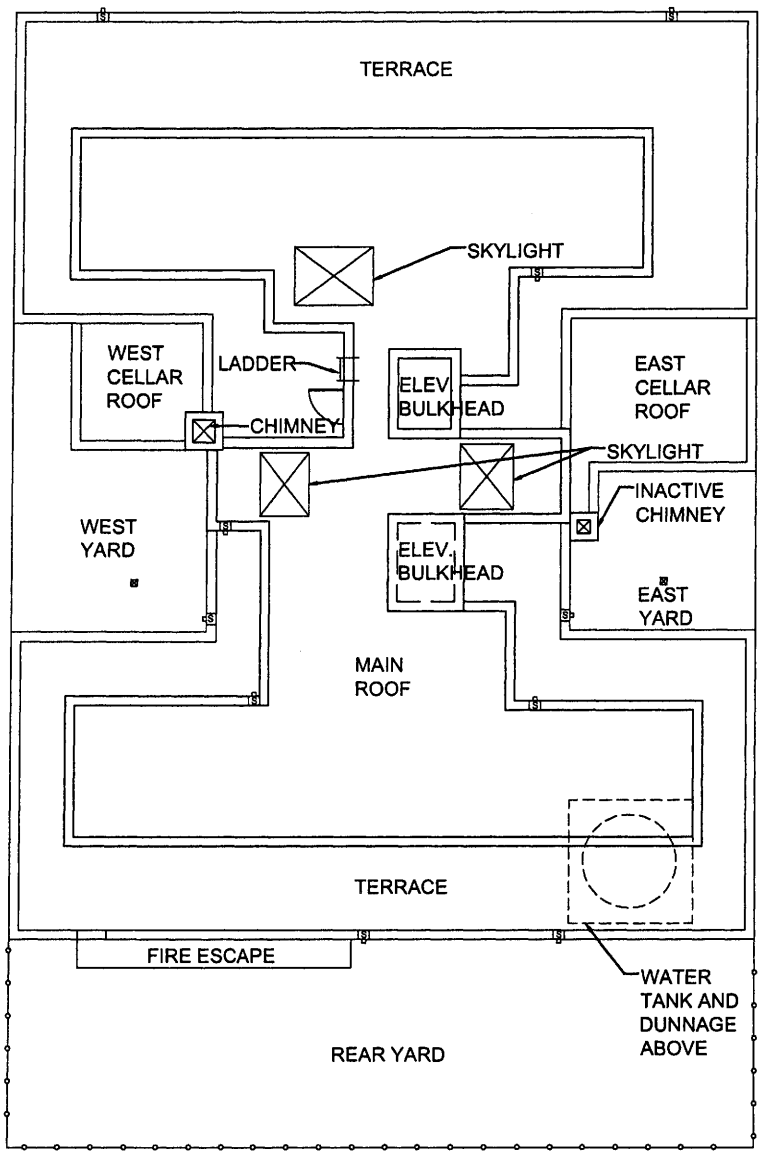
1 **11TH FLOOR PLAN (PENTHOUSE)**
1/16" = 1'-0"

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A3-12



NOTE:
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1 **ROOF PLAN**
1/16" = 1'-0"

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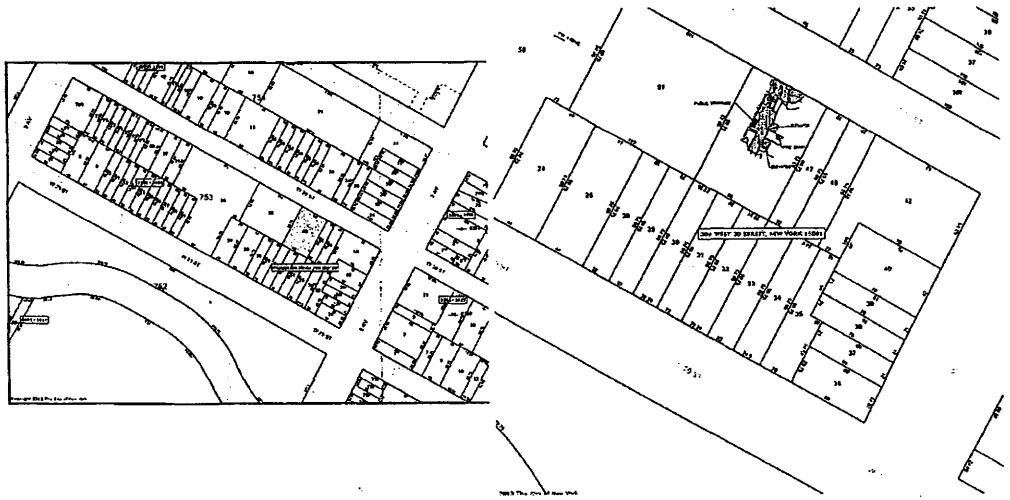
A3-13

308 WEST 30TH STREET LOBBY

308 WEST 30TH STREET
NEW YORK, NEW YORK

T100.00	Title Sheet/ Site Plan	1 of 6
A100.00	FLOOR PLAN	2 of 6
A101.00	FLOOR PLANS 2-5	3 OF 6
A300.00	RCP PLAN	4 OF 6
A600.00	INTERIOR ELEVATIONS	5 OF 6
A601.00	INTERIOR ELEVATIONS	6 OF 6

BLOCK-753
LOT-48



1 ZONING/ PLOT PLAN @ 308 WEST 30TH STREET
SCALE-NTS

2 KEY PLAN @ 308 WEST 30TH STREET
SCALE-NTS

NOTES

1. ALL WOOD TO BE FIRE RETARDANT, AS PER C27-328.
2. ALL FLOOR AND WALL FINISHES TO COMPLY WITH THE MINIMUM REQUIREMENTS FOR INTERIOR FINISH CLASS, FLAME SPREAD RATINGS AND SMOKE DENSITY, AS PER SEC. C27-348 THRU C27-351 & TABLE 8-4.
3. ATTACHMENTS OF FINISHES TO BE AS PER SEC. C27-348 (F).
4. ALL ACOUSTICAL & THERMAL INSULATION TO COMPLY WITH C27-333.1.
5. MINIMUM UNDERCUT OF F.P.S.C. DOORS TO BE AS PER NFPA 80 STANDARDS (3/8" WITH SADDLE / 3/4" WITHOUT SADDLE)

TENANT PROTECTION NOTES

1. EGRESS AT ALL TIMES IN THE COURSE OF THE CONSTRUCTION PROGRAM SHALL BE MADE FOR ADEQUATE EGRESS AS REQUIRED BY THIS CODE AND THE TENANT PROTECTION PLAN SHALL IDENTIFY THE EGRESS THAT WILL BE PROVIDED. REQUIRED EGRESS SHALL NOT BE OBSTRUCTED AT ANY TIME EXCEPT WHERE APPROVED BY THE COMMISSIONER.
2. APPLICABLE LAWS AND CONTROLS. LAWS AND CONTROLS, INCLUDING THOSE WITH RESPECT TO OCCUPIED DWELLINGS, AS WELL AS ADDITIONAL SAFETY MEASURES NECESSITATED BY THE CONSTRUCTION SHALL BE STRICTLY OBSERVED.
3. HEALTH REQUIREMENTS. SPECIFICATIONS OF METHODS TO BE USED FOR CONTROL OF DUST, DISPOSAL OF CONSTRUCTION DEBRIS, PEST CONTROL AND MAINTENANCE OF SANITARY FACILITIES, AND LIMITATION OF NOISE TO ACCEPTABLE LEVELS SHALL BE INCLUDED.
   3.1 THERE SHALL BE INCLUDED A STATEMENT OF COMPLIANCE WITH APPLICABLE PROVISIONS OF LAW RELATING TO LEAD-BASE PAINT HAZARDS.
   COMPLIANCE WITH THE HOUSING MAINTENANCE REQUIREMENTS OF THE NEW YORK CITY HOUSING MAINTENANCE CODE, AND, WHERE APPLICABLE, THE NEW YORK STATE MULTIPLE DWELLING LAW SHALL BE STRICTLY OBSERVED.
4. STRUCTURAL SAFETY. NO STRUCTURAL WORK SHALL BE DONE THAT MAY ENDANGER THE OCCUPANTS.
5. NOISE RESTRICTION. WHERE HOURS OF THE DAY OR THE DAYS OF THE WEEK IN WHICH THE CONSTRUCTION WORK MAY BE UNDERTAKEN ARE LIMITED PURSUANT TO THE NEW YORK CITY NOISE CONTROL CODE, SUCH LIMITATIONS SHALL BE STATED

GENERAL CONSTRUCTION NOTES

1. EXISTING CEILING TO BE PATCHED-UP REPAIRED ONLY IN AREAS OF DEMOLITION.
2. PLUMBING RUNS WILL NOT PENETRATE FLOOR SLAB NOR WILL THERE BE ANY CHANNELING OF THE STRUCTURAL SLAB.
3. ALL FIXTURES AND EQUIPMENT TO BE PROVIDED WITH INDIVIDUAL BRANCH SHUT OFF VALVES OR COCKS ON ALL HW, CW AND GAS BRANCH RUNOUTS.
4. ALL PIPING WILL BE REPLACED FROM FIXTURES TO BUILDING RISER AND STACKS WITH RISER SHUT OFF VALVES TO BE REPLACED WHEN NEW FIXTURES ARE INSTALLED.
5. WHERE PLUMBING FIXTURES ARE REMOVED PIPING IS TO BE CAPPED AT WALL OR FLOOR LEVEL.

CONSTRUCTION REQUIREMENTS

1. UNDER NO CIRCUMSTANCES SHALL THERE BE - TRENCHING, AND / OR CHANNELING OF THE CONCRETE FLOOR OR CEILING SLABS. IF THE ARCHITECT OR ENGINEER BELIEVES THERE IS CONCRETE "FILL", THE ARCHITECT OR ENGINEER SHALL NOTIFY THE BUILDING ARCHITECT PRIOR TO PROCEEDING WITH WORK.

SPECIAL INSPECTIONS

1. FINAL INSPECTION

LOCAL LAW 58/78 NOTES:

1. ALL NEW AND RELOCATED DOORS TO BE MIN. 2'-10" WIDE WITH PROPER CLEARANCE AND HANDICAPPED USABLE HARDWARE.
2. ALL TRIMMED OPENINGS TO BE 2'-8" MIN. WIDE.

NOTE: WORK FILED INVOLVES NO CHANGE IN OCCUPANCY USE AND EGRESS.

GENERAL NOTES

1. ALL WORK SHALL CONFORM WITH ALL CITY AND STATE LAWS AND CODES APPLICABLE TO THIS JOB. NO WORK SHALL COMMENCE UNTIL PLANS HAVE BEEN APPROVED BY ALL DEPARTMENTS HAVING JURISDICTION.
2. ALL CONTRACTORS ON THIS JOB SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS AND PAY ALL REQUIRED FEES PER LOCAL LAWS AND REGULATIONS.
3. ALL CONTRACTORS SHALL CHECK AND VERIFY ALL CONDITIONS AND DIMENSIONS ON THIS JOB AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE COMMENCING WORK. WITHIN 24 HOURS AFTER THE DISCOVERY OF SUCH DISCREPANCY, THE GENERAL CONTRACTOR MUST NOTIFY THE ARCHITECT IN WRITING IF SUCH CONDITION IS CAUSING OR MAY CAUSE A DELAY IN THE COMPLETION OF THE JOB.
4. DO NOT SCALE DRAWINGS. USE INDICATED DIMENSIONS ONLY, OR CALL BOHN.
5. CONCEALED SPACES WITHIN PARTITIONS, WALLS, FLOORS, ROOFS, STAIRS, FURRING, PIPE SPACES, COLUMN ENCLOSURES ETC... SHALL BE FIRE STOPPED.
6. ALL EXITS SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES.
7. ALL WORK FILED ON THIS APPLICATION INVOLVES NO CHANGE IN OCCUPANCY, USE AND EGRESS.

BUILDING DEPARTMENT NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTIONS WORK, THE CONTRACTOR SHALL OBTAIN ALL REQUIRED WORK PERMITS.
2. ALL WORK SHALL CONFORM TO APPROVED PLANS, ALL APPLICABLE CODES, AND ALL BUILDING DEPARTMENT RULES AND REGULATIONS. ALL CONSTRUCTIONS SHALL BE IN COMPLIANCE WITH THESE REQUIREMENTS.
3. THE CONTRACTOR SHALL PROPERLY PROTECT AND MAKE SAFE ADJACENT PROPERTY AND ADJACENT SPACES WITHIN THE PREMISES, AS REQUIRED BY ANY JOB CONDITIONS THROUGHOUT THE COURSE OF THE WORK.
4. ASBESTOS OR MATERIALS, PROCESSES, AND PROCEDURES WHICH CONTAIN OR EMPLOY ASBESTOS ARE PROHIBITED.
5. ALL CONSTRUCTION SHALL CONFORM TO OR EXCEED ACCEPTED STANDARDS OF SUPERIOR WORKMANSHIP.
6. THE CONTRACTOR SHALL PROVIDE PROPER CERTIFICATES OF INSURANCE AND WORKMAN'S COMPENSATION TO THE OWNER PRIOR TO BEGINNING WORK.

Accepted for OPFN #1/04
Professional Certification
MANHATTAN APR 29 2013
Date:

PROFESSIONAL CERTIFICATION
DEPARTMENT OF BUILDINGS
STAMP NUMBER 1 OF 22

NO	DATE	REVISION

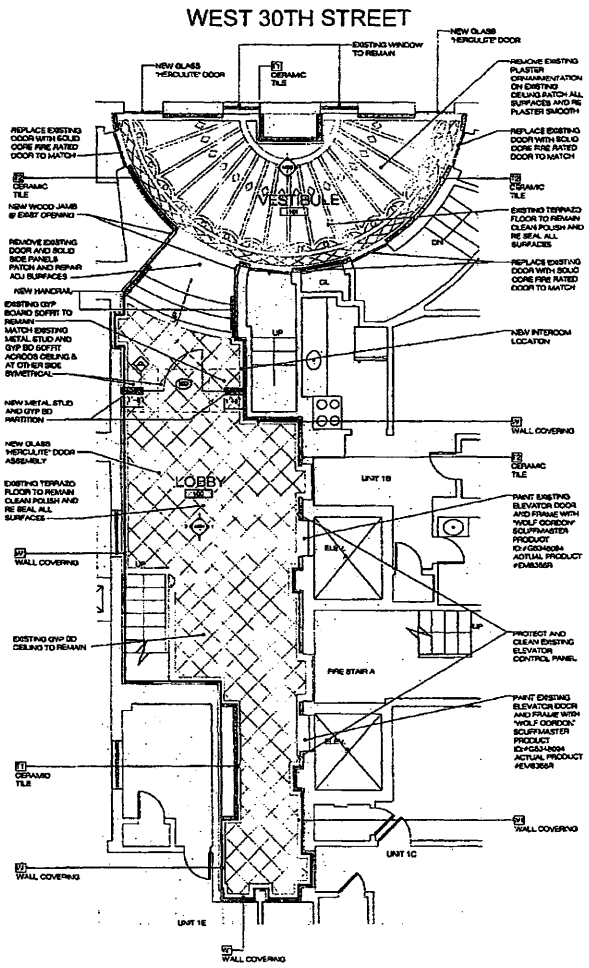
REGISTERED ARCHITECT
STEVEN BOHN
016346
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33 WEST 17TH STREET, SUITE 2S
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CLIENT
308 WEST
30TH STREET LOBBY
NEW YORK, NY

TITLE
COVER SHEET

JOB NUMBER	SCALE
C732	AS NOTED
DRAWN BY	DATE
MAA	2.25.2013
SEAL & SIGNATURE	DRAWING NUMBER
	T-100.00
	SHEET
	1 OF 6



WALL FINISH LEGEND:

WALL FINISHES TO BE:

P2 -CERAMIC TILE

W1 -WALL COVERING

P1 -CERAMIC TILE

ALL FINISHES TO BE FIRE RATED

STANDARD SYMBOL LEGEND:

AREA NOT IN CONTRACT (NIC)

DOOR TAG

ROOM TAG

WALL/FLOOR FINISH TAG

EXISTING PARTITION TO BE REMOVED

EXISTING PARTITION TO REMAIN

NO WORK TO BE DONE IN AREA THAT IS HATCHED SOLID

EXISTING DOOR AND FRAME TO BE REMOVED

EXISTING DOOR AND FRAME TO REMAIN

NEW DOOR AND FRAME

AUGN SURFACES

PARTITION TYPES:

1 LAYER OF 5/8" WATER RESISTANT SHEETROCK ON ONE SIDE OF 3 5/8" METAL STUDS @ 16" O.C. EXTD FROM FLOOR TO CEILING ABOVE

Accepted for OPPN #1/04
Professional Certification
MANHATTAN
Date: APR 9 2013

PROFESSIONAL CERTIFICATION

Department of Buildings
State of New York

No.	DATE	REMARKS

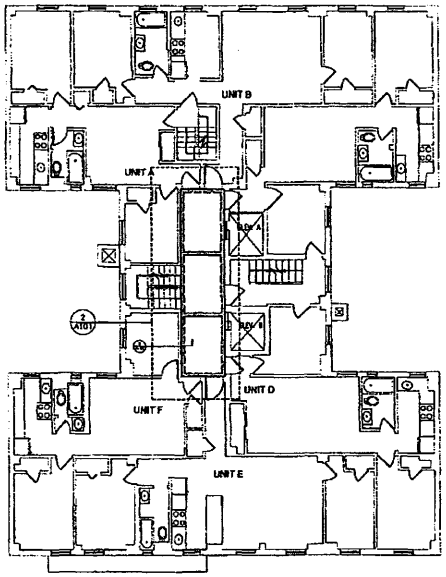
REGISTERED ARCHITECT KIRSTEN BOHN STATE OF NEW YORK

ARCHITECT
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33 WEST 17TH STREET, SUITE 2S
NEW YORK, NEW YORK 10011
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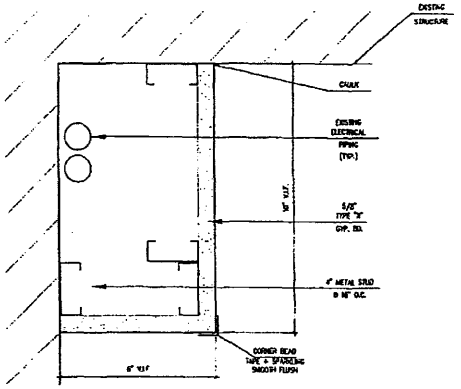
CLIENT
308 WEST
30TH STREET LOBBY
NEW YORK, NY

TITLE
LOBBY FIRST FLOOR PLAN

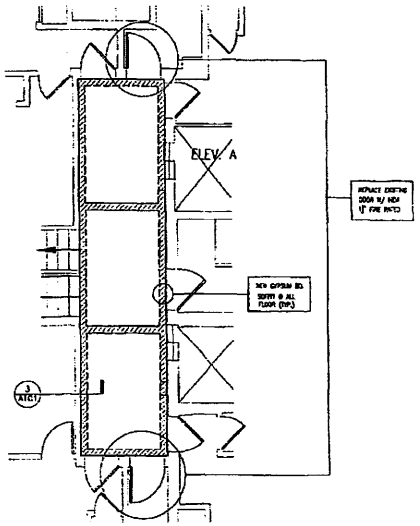
JOB NUMBER	SCALE
C732	
DRAWN BY	DATE
MAA	2.25.2013
SEAL & SIGNATURE	DRAWING NUMBER
	A.100.00
	PAGE
	2 OF 6



EXISTING CONDITION PLAN @ 2ND FLOOR THRU 8TH FLOOR



SOFFIT DETAIL



PUBLIC HALL PLAN @ 2ND FLOOR THRU 8TH FLOOR

AREA OF WORK

STANDARD SYMBOL LEGEND:

- AREA NOT IN CONTRACT (NIC)
- DOOR TAG
- ROOM TAG
- WALL/FLOOR FINISH TAG
- EXISTING PARTITION TO BE REMOVED
- EXISTING PARTITION TO REMAIN NO WORK TO BE DONE IN AREA THAT IS HATCHED SOLID
- EXISTING DOOR AND FRAME TO BE REMOVED
- EXISTING DOOR AND FRAME TO REMAIN
- NEW 1 1/2" FIRE RATED APT. DOOR AS REQD BY NYC CODE
- ALIGN SURFACES

PARTITION TYPES:

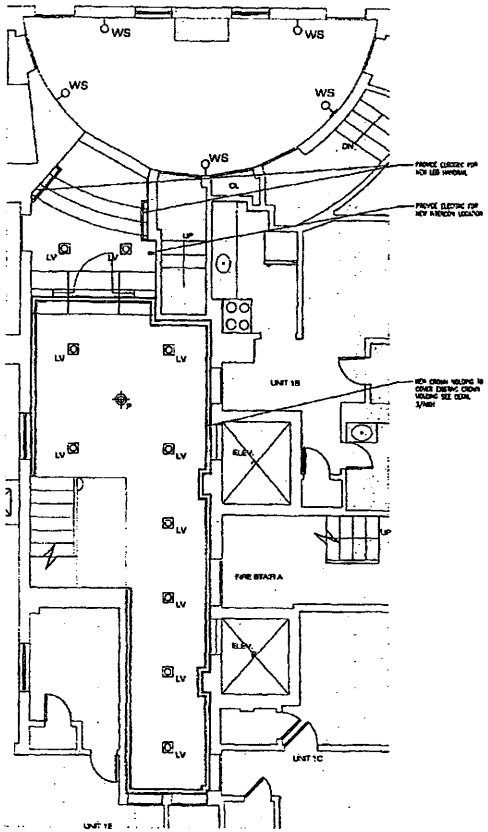
1 LAYER OF 5/8" WATER RESISTANT SHEETROCK ON ONE SIDE OF 3 1/2" METAL STUDS @ 16" O.C. EXTEND FROM FLOOR TO CEILING ABOVE

Architect: BOHN ARCHITECTURE & DESIGN, P.C.
33 WEST 17TH STREET, SUITE 2S
NEW YORK, NEW YORK 10011
tel. 212 229.2600 fax 212 229.1078

Client: 308 WEST
30TH STREET LOBBY
NEW YORK, NY

Title: LOBBY TYP. FLOOR PLAN

Job Number: C732
Scale:
Drawn By: MAA
Date: 2.25.2013
Seal & Signature:
Drawing Number: A.101.00
Page: 3 OF 6



SYMBOLS:

LV

P

WS

TV

APR 29 2013

PROFESSIONAL CERTIFICATION

REGISTERED ARCHITECT
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018361
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308 WEST
30TH STREET LOBBY
NEW YORK, NY

LOBBY RCP PLAN

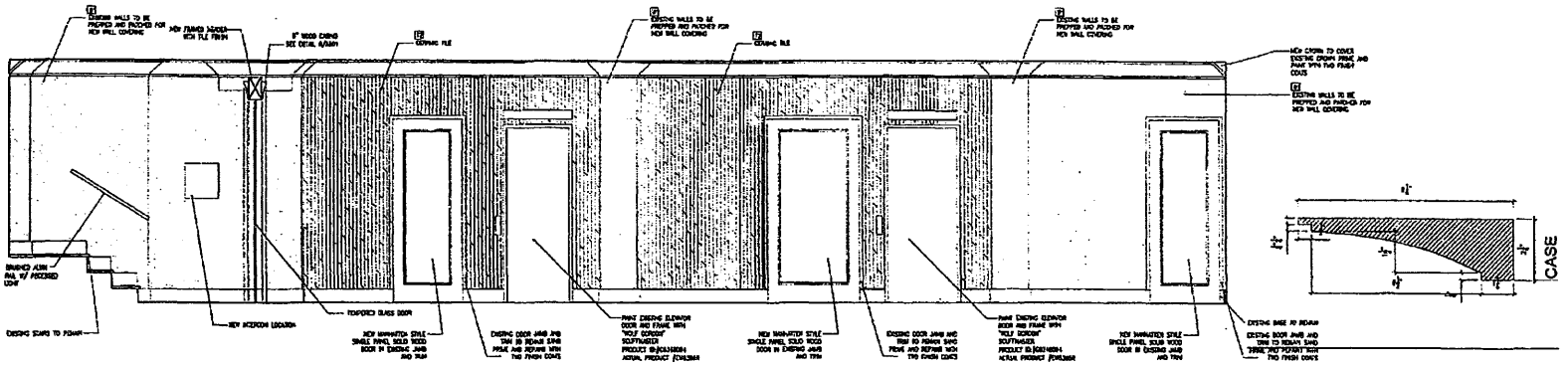
C732

MAA

2.25.2013

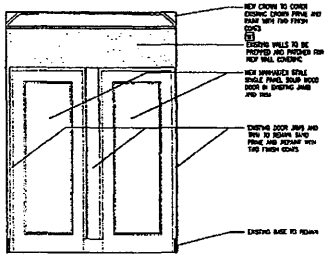
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4 OF 6

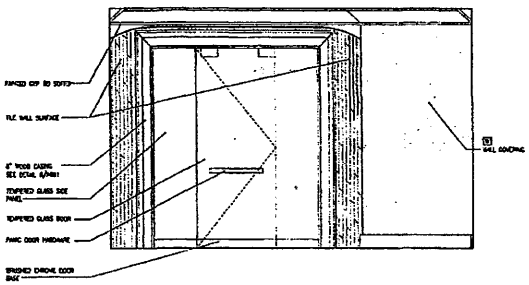


1 LOBBY ELEVATION
SCALE: 1/2" = 1'-0"

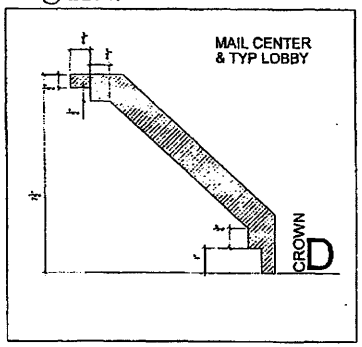
A601 DOOR CASING @ NEW GLASS DOORWAY
SCALE: 3" = 1'-0"



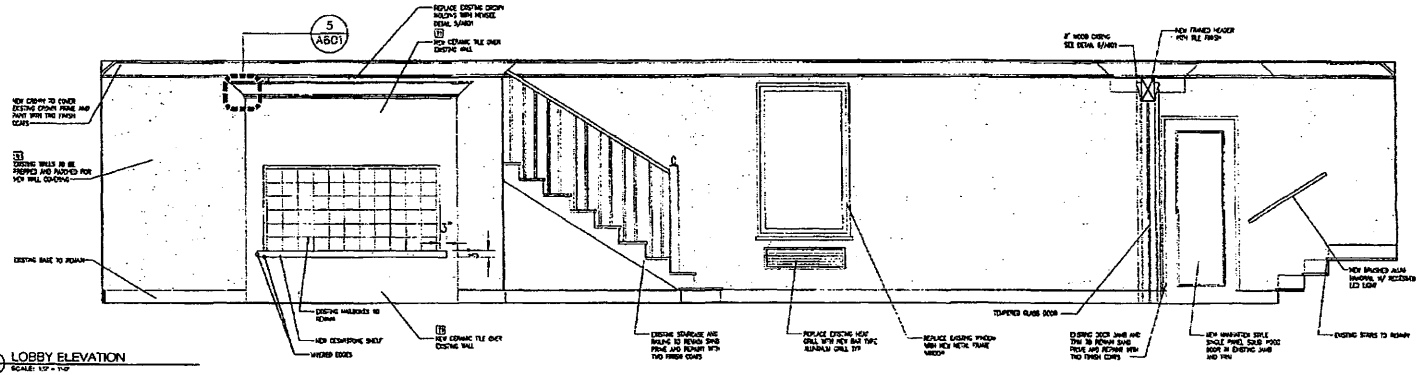
2 LOBBY ELEVATION
SCALE: 1/2" = 1'-0"



3 LOBBY ELEVATION
SCALE: 1/2" = 1'-0"



A601 MAIL COUNTER & TYP LOBBY CROWN MOLDING
SCALE: 3" = 1'-0"



4 LOBBY ELEVATION
SCALE: 1/2" = 1'-0"

Accepted for Professional Certification
MANHATTAN
APR 29 2013

PROFESSIONAL CERTIFICATION

BOHN ARCHITECTURE
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33 WEST 17TH STREET, SUITE 2S
NEW YORK, NEW YORK 10011
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308 WEST
30TH STREET LOBBY
NEW YORK, NY

LOBBY ELEVATIONS

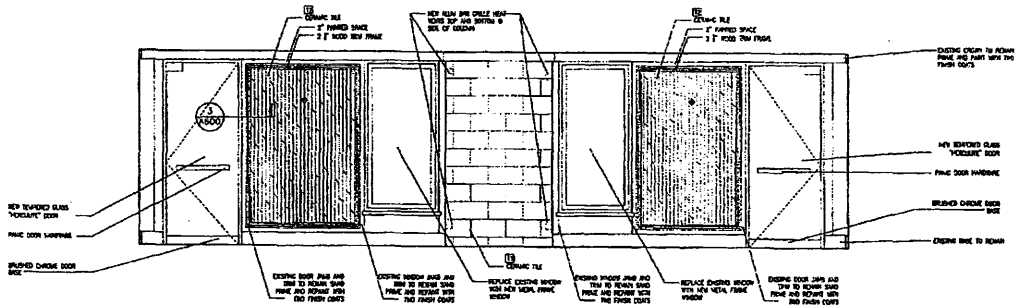
C732

MAA

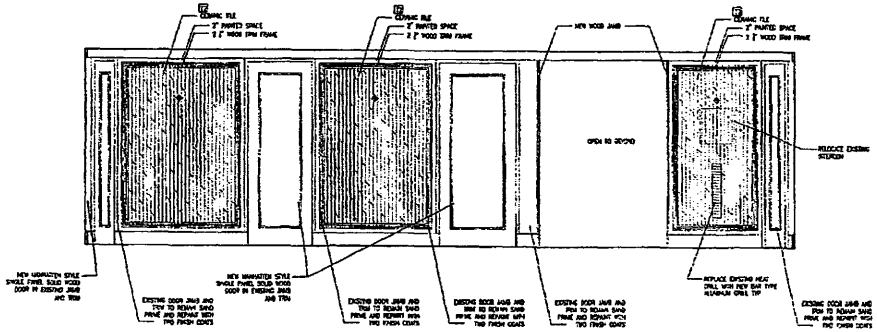
2.25.2013

A.600.00

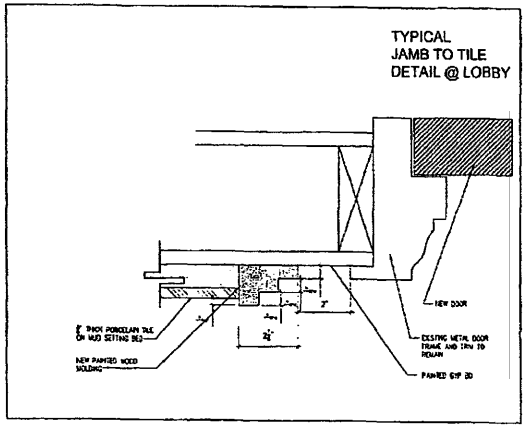
5 OF 6



1 VESTIBULE ELEVATION
SCALE: 1/8" = 1'-0"



1 VESTIBULE ELEVATION
SCALE: 1/8" = 1'-0"



1 TILE & MOLDING DETAIL
SCALE: 3" = 1'-0"

Professional Certification
MANHATTAN
Date APR 11 2013

PROFESSIONAL CERTIFICATION
DEPARTMENT OF BUILDINGS
STATE LICENSE 1 OF 22

NO. | DATE | REVISION

REGISTERED ARCHITECT
NUMBER 026938
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308 WEST
30TH STREET LOBBY
NEW YORK, NY

TITLE
VESTIBULE ELEVATIONS

JOB NUMBER
C732

SCALE

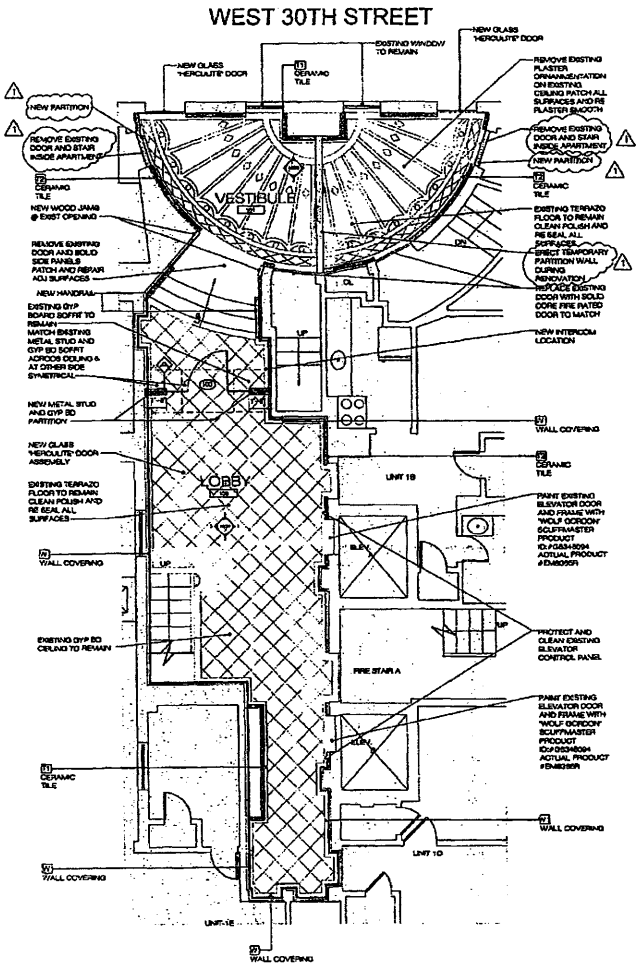
DRAWN BY
MAA

DATE
2.25.2013

SEAL & SIGNATURE

DRAWING NUMBER
A.601.00

PAGE
6 OF 6



WALL FINISH LEGEND:

WALL FINISHES TO BE:

- [12] -CERAMIC TILE
- [21] -WALL COVERING
- [12] -CERAMIC TILE

ALL FINISHES TO BE FIRE RATED

STANDARD SYMBOL LEGEND:

- AREA NOT IN CONTRACT (NIC)
- DOOR TAG
- ROOM TAG
- WALL/FLOOR FINISH TAG
- EXISTING PARTITION TO BE REMOVED
- EXISTING PARTITION TO REMAIN
  NO WORK TO BE DONE IN AREA THAT IS HATCHED SOLID
- EXISTING DOOR AND FRAME TO BE REMOVED
- EXISTING DOOR AND FRAME TO REMAIN
- NEW DOOR AND FRAME
- ALIGN SURFACES

PARTITION TYPES:

1 LAYER OF 5/8" WATER RESISTANT SHEETROCK ON EACH SIDE OF 2 1/2" METAL STUDS @ 16" O.C. EXTEND FROM FLOOR TO CEILING ABOVE

AMENDED PLAN

PROFESSIONAL CERTIFICATION
DEPARTMENT OF BUILDINGS
STAMP NUMBER 1 OF 22

Accepted for DOB's Professional Certification
MANHATTAN
Date:

NO.	DATE	REVISION
1	5-9-2013	GENERAL

REGISTERED ARCHITECT
STEPHEN POLIN
STATE OF NEW YORK

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CLIENT
308 WEST
30TH STREET LOBBY
NEW YORK, NY

TITLE
LOBBY FIRST FLOOR PLAN

JOB NUMBER	SCALE
C732	

DRAWN BY	DATE
MAA	2.25.2013

SEAL & SIGNATURE

DRAWING NUMBER
A.100.01

PAGE
2 OF 6

ALTERATION TO APARTMENTS 2C & 6A LOCATED AT 308-312 WEST 30TH STREET NEW YORK, NY 10001

TECHNICAL SPECIFICATIONS

1. GENERAL CONDITIONS
   A) Refer to AIA general conditions A201.
   B) Refer to general notes on drawing [illegible].
   C) Refer to safety notes on drawing [illegible].
2. Sitework
2.1 Demolition
   A) Refer to demolition notes on drawing [illegible].
   B) Remove portions of exterior load bearing masonry walls as required for new openings. HVAC sleeves.
   C) Remove existing doors and frames as required.
   D) Remove existing plumbing fixtures and related piping in bathrooms.
   E) Remove existing interior partitions as required for new construction.
2.2 Excavation
3. Concrete
   A) Refer to structural drawings for structural concrete information.
   B) Furnish and install concrete for patching existing floors to create level surface.
4. Masonry
   A) Furnish and install masonry to repair new openings in load bearing masonry walls.
5. Metals
   Structural Steel
   A) Refer to structural drawings for structural information.
   B) Furnish and install reinforcing bars in concrete slabs as required.
   C) Furnish and install structural steel at new openings in exterior walls.
   D) Furnish and install new structural steel at roof for water tank.
5.2 Miscellaneous Metal
   A) Furnish and install steel lintels in new masonry openings as required.
   B) Furnish and install metal rails at stairs.
   C) Miscellaneous ductwork associated with ventilation systems.
6. Carpentry
6.1 Rough Carpentry
   A) Furnish and install non-combustible framing as required for the new partitions.
   B) Furnish and install all blocking as required for all finish and specialty items.
   C) Furnish and install non-combustible framing as required for soffits and soffits.
6.2 Finish Carpentry
   A) Furnish and install base, wainscot, casing, etc. as noted on required.
   B) Refer to interior design drawings for finish requirements.
   C) Furnish and install rods and shelves in closets and storage rooms as required.
7. Thermal and Moisture Protection
   A) Waterproof and caulk any exposed surfaces — windows and HVAC sleeves, wall penetrations as required.
   B) Provide proper waterproofing and pitch pockets at all roof penetrations as required.
   C) Provide batt thermal insulation at all exterior wall surfaces with vapor barrier at interior side.
8. Doors, Windows, and Glass
   A) Furnish and install new doors and frames as shown on plans and door schedule.
   B) Furnish and install sliding doors and frames as shown on plans and door schedule.
   C) Furnish and install mirrors in toilet rooms as shown on plans.
9. Finishes
   A) Refer to interior design drawings for additional information and schedules.
9.1 Gypsum Wallboard Partitions and Ceilings
   A) Construct drywall partitions as indicated. Securely fasten all partitioning to the floor and underside of structure above. Install 20 gauge studs at all door opening and make provision for electrical and other services. Installation shall be in accordance with manufacturer's written instructions. Provide appropriate drywall metal trim accessories of sizes required for a complete partitioning installation including external partition corners, exposed type edges around openings and where drywall abuts or intersects dissimilar construction. Tape, spackle, sand etc. joints and holes and leave exposed surfaces ready for painting. Acoustical insulation shall be installed in all partitions indicated and shall be semi-rigid unjacketed fiberglass batts, 1/8" wider than stud spacing.
   B) Install GWB ceiling and bracing in accordance with manufacturer's written instructions.
9.2 Painting
   A) Provide one (1) prime coat and two (2) finish coats of an alkyd base enamel. Where new metal doors and frames are factory primed apply two (2) finish coats of semi-gloss alkyd base enamel. Prepare all surfaces for painting. Clean surfaces thoroughly of all, grease, dirt, dust, etc. Fill irregularities and sand to smooth hard finish.
9.3 Carpeting
   A) Furnish and install carpeting in all areas as indicated. Carpeting shall be installed in accordance with manufacturer's printed instructions. Carpeting shall be as indicated on interior design drawings.
9.4 Ceramic Tile
   A) Furnish and install ceramic tile as shown on plans and finish schedule on interior design drawings.
10. Specialties
10.1 Toilet Accessories
   A) Furnish and install the following toilet accessory items in accordance with the schedule on interior design drawings.
10.2 Grab Bars
   A) Furnish and install "Franklin Brass" 1 1/2 diameter S.S. grab bars in toilets as shown on plans.
11. Equipment
11.1 Cabinets and Countertops
   A) Furnish and install plastic laminate vanities as shown on interior design drawings.
   B) Furnish and install plastic laminate countertops and full height backsplash as shown on plans.
11.2 Food Service Equipment
   A) Appliances (N.I.C.)
11.3 Laundry Equipment
   A) Appliances (N.I.C.)
12. Furnishings Blinds (N.I.C.)
13. Special Construction: Not in contract
14. Mechanical Refer to engineering drawings
14.1 Heating Refer to engineering drawings
14.2 Ventilating Refer to engineering drawings
14.3 A/C Refer to engineering drawings
14.4 Plumbing Refer to engineering drawings
15. Electrical Refer to engineering drawings
16. Structural Refer to engineering drawings

GENERAL REPLACEMENT NOTES

A. GENERAL REPLACEMENT
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]

B. PLUMBING REPLACEMENT
1. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL EXISTING PLUMBING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, PIPING AND EQUIPMENT WITH A DETAILED FIELD SURVEY. WHERE EXISTING EQUIPMENT SCHEDULED TO REMAIN IS LOCATED IN A WALL AND/OR CEILING SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL INCORPORATE IN HIS BID A PRICE FOR RELOCATING THE [illegible]

C. ELECTRICAL REPLACEMENT
1. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL EXISTING ELECTRICAL LIGHTING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS AND EQUIPMENT WITH A DETAILED FIELD SURVEY AND ARCH. PLANS.
2. WHERE EXISTING ELECTRICAL LIGHTING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, EQUIPMENT, ETC. ARE LOCATED IN WALLS AND/OR CEILINGS SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL ELECTRICALLY DISCONNECT AND REMOVE WITH DEMOLITION.
3. IN GENERAL, THERE SHALL BE NO BLANK OUTLETS LOCATED IN ANY FINISHED AREAS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. CONTRACTOR SHALL PROVIDE ALL HARDWARE, EQUIPMENT, CONDUIT, WIRE, ETC. TO BYPASS ALL OUTLETS THAT FALL WITHIN THIS CATEGORY.
4. MAINTAIN CONTINOUS SERVICES ON FEEDERS, CIRCUITS OR PARTIAL CIRCUITS, AND OUTLETS AFFECTED BY THIS WORK, EXCEPT WHERE ARCHITECT GIVES WRITTEN PERMISSION FOR OUTAGE FOR SPECIFIED TIME.
5. PROVIDE RECONNECTIONS AND TEMPORARY INSTALLATIONS AS REQUIRED. REMOVE AT JOB COMPLETION.
6. EXISTING CONCEALED CONDUITS NOT INTERFERING WITH THE WORK OF THIS OR ANY OTHER TRADE MAY REMAIN. HOWEVER, WIRING SHALL BE REMOVED FROM PANELBOARDS OR SOURCE OF POWER AND ENDS TAPED. NO LIVE WIRE SHALL BE LEFT IN PLACE.

MULTIPLE DWELLING NOTES

1. THE PREMISES SHALL COMPLY WITH THE PROVISIONS OF ARTICLE 7 OF THE MULTIPLE DWELLING LAW. (MDL) AND WITH ALL APPLICABLE MULTIPLE DWELLING RULES AND REGULATIONS. COOKING APPARATUS SHALL BE FIRE-RETARTED OR COVERED WITH FIRE PROOFING MATERIAL AS REQ'D.
2. PREMISES TO COMPLY WITH SEC 33 MDL: COOKING SPACES:
   A) CEILINGS AND WALLS, EXCLUSIVE OF DOORS SHALL BE FIRE-RETARTED.
   B) ALL COMBUSTIBLE MATERIALS WITHIN 1'-0" OF GAS RANGES SHALL BE FIRE RATARDED WITH 5/8" FC-60 GYPSUM BOARD
   C) THERE SHALL ALWAYS BE AT LEAST TWO FEET OF CLEAR SPACE ABOVE ANY EXPOSED COOKING SURFACE.
   D) KITCHENETTES SHALL HAVE MECHANICAL VENTILATION OF 120 CFM. MIN. AND 80 SF MAX. AREA AND ALSO 26 GAUGE SHEET METAL, OR WITH FIRE RESISTIVE MATERIAL OF EQUIVALENT RATING.
3. PREMISES TO COMPLY WITH SEC 37 MDL: ARTIFICIAL HALL LIGHTING.
   A) ENTRY VESTIBULE, STAIRS AND PUBLIC HALLS SHALL BE PROVIDED WITH LIGHTS, EACH OF AT LEAST 60 WATTS, INCANDESCENT OR 20 WATTS FLUORESCENT.
4. PREMISES TO COMPLY WITH SEC 50-A MDL: ENTRANCE: DOORS, LOCKS AND INTER-COMMUNICATION SYSTEM:
   A) BUILDING ENTRANCES AND ALL OTHER ENTRANCES SHALL BE EQUIPPED WITH APPROVED TYPE AUTOMATIC, SELF-CLOSING AND SELF LOCKING UNITS.
   B) EVERY CLASS "A" MD CONTAINING EIGHT OR MORE APARTMENTS SHALL BE EQUIPPED WITH AN APPROVED TYPE INTER-COMMUNICATION SYSTEM LOCATED AT AN AUTOMATIC SELF-LOCKING DOOR, GIVING ACCESS TO MAIN ENTRANCE HALL OR LOBBY.
5. PREMISES TO COMPLY WITH SEC 51 MDL: SHAFTS, ELEVATOR AND DUMBWAITERS.
   A) PEEPHOLES TO BE PROVIDED IN THE INTERVIEWERS AT ALL APARTMENT DOORS PER SEC. 51A.
   B) MIRRORS SHALL BE PROVIDED IN PASSENGER ELEVATOR PER SEC 51B.
6. PREMISES TO COMPLY WITH SEC 64 MDL: LIGHTING, GAS METERS, GAS
   A) GAS RANGES TO BE A.G.A. OR BSA APPROVED.
7. PREMISES TO COMPLY WITH SEC 76 MDL: WATER-CLOSET AND BATH ACCOMODATIONS.
   A) THE FLOOR OF EVERY BATHROOM SHALL BE MADE WATERPROOF WITH MATERIAL APPROVED BY THE DEPARTMENT, AND SUCH WATERPROOFING SHALL EXTEND SIX INCHES OR MORE ABOVE THE FLOOR, EXCEPT AT DOORS.
   B) THE WALLS OF EVERY BATHROOM SHALL BE MADE OF WATER RESISTANT GYPSUM BOARD, (BSA CAL 486-38 SM).
   C) BATHROOM SHALL BE EQUIPPED WITH AT LEAST ONE LAWFUL WINDOW. SUCH WINDOW SHALL BE AT LEAST THREE FEET IN AREA AND SHALL BE MADE THAT HALF OF ITS AREA CAN BE READILY OPENED; OR SHALL BE EQUIPPED WITH MECHANICAL VENTILATION.
8. PREMISES TO COMPLY WITH SEC 77 MDL: PLUMBING AND DRAINAGE.
   A) ALL COURTS, ROOFS, YARDS, AND AREA WAYS SHALL BE PROPERLY DRAINED.
9. THE PREMISES SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE MULTIPLE DWELLING LAW
   SECTION 29: PAINTING OF COURTS AND SHAFTS
   SECTION 31: SIZE OF ROOMS
   SECTION 34: ROOMS IN BASEMENT AND CELLAR
   SECTION 52: STAIRS
   SECTION 53: FIRE-ESCAPES
   SECTION 57: BELLS, MAIL RECEPTACLES
   SECTION 58: INCOMBUSTIBLE MATERIAL
   SECTION 62: PARAPETS, GUARD RAILINGS
   SECTION 75: WATER SUPPLY
   SECTION 78: REPAIRS
   SECTION 79: HEATING
   SECTION 80: CLEANLINESS
   SECTION 81: RECEPTACLES FOR WASTER MATTER
   SECTION 83: JANITOR OR HOUSEKEEPER

BUILDING CODE INFORMATION

- EXISTING C.O. # [illegible]
- RENOVATE EXISTING APARTMENT 2C & 6A
- OCCUPANCY GROUP = CLASS "A" MULTIPLE DWELLING (DATE: [illegible])
- USE GROUP = RESIDENTIAL

FIRE RESISTANCE SCHEDULE (PER 1968 NYC CODE TABLE 3-4)

CONSTRUCTION GROUP - CLASS 1 FIREPROOF

CONSTRUCTION ELEMENT		FIRE RATING (HRS.)
EXTERIOR WALLS	[illegible]	2 HR.
INTERIOR BEARING WALLS		1 HR.
VERTICAL EXITS & SHAFTS		2 HR.
COLUMNS, GIRDERS	SUPPORTING ONE FLOOR	1 HR.
	SUPPORTING MORE THAN ONE FLOOR	1 HR.
FLOOR CONSTRUCTION INCLUDING BEAMS		1 HR.
ROOF CONSTRUCTION		3/4 HR.

SCOPE OF WORK

1. ALL PLAN DIMENSIONS ARE FINISH TO FINISH UNLESS OTHERWISE INDICATED.
2. CONTRACTOR TO VERIFY ALL EXISTING FIELD DIMENSIONS AND CONDITIONS AND COMPARE WITH INFORMATION ON DRAWINGS. NOTIFY ARCHITECT IN WRITING ANY DISCREPANCIES IF DIMENSIONS DIFFER FROM THAT INDICATED ON DRAWINGS.
3. ALL EXISTING DAMAGED AND UNALTERED WOOD FLOORING TO REMAIN AND BE SANDED/REFINISHED WITH MINIMUM OF THREE COATS POLYURETHANE. SCOPE OF FLOOR FINISHING TO BE SPECIFIED BY OWNER. REPLACE WOOD FLOORING AT ALTERATION AREA AND WHERE PREVIOUSLY DAMAGED OR DAMAGED DURING CONSTRUCTION.
4. PROVIDE AND INSTALL NEW WOOD FLOORING TO MATCH EXISTING IN ALL LOCATIONS WHERE WOOD FLOOR HAS BEEN DAMAGED DUE TO WATER LEAKS, AND TO BE SANDED/REFINISHED WITH MINIMUM OF THREE COATS POLYURETHANE. SCOPE OF FLOOR FINISHING TO BE SPECIFIED BY OWNER.
5. REMOVE, PROVIDE AND INSTALL NEW BASEBOARD OF ALL PARTITIONS TO BE SELECTED BY OWNER.
6. SMOOTH AND REFRESH WITH PLASTER/JOINT COMPOUND CEILINGS AT LOCATIONS WHERE PARTITIONS HAVE BEEN REMOVED. THIS PAINT WITH ONE COAT PRIMER AND TWO COATS LATEX FLAT FINISH IN COLOR SPECIFIED BY OWNER.
7. REPLACE ALL DOORS, HARDWARE, MOLDINGS, CASINGS, TRIM THROUGHOUT APARTMENT. EXPOSED PLASTER/GWB SURFACES IN KITCHEN AND BATHROOMS TO RECEIVE TWO COATS SEMI GLOSS PAINT IN COLORS SELECTED BY OWNER.
8. ALL NEW AND EXISTING PLASTER/GWB TO RECEIVE ONE LATEX PRIME COAT AND TWO SATIN EGGSHELL FINISH COATS EXCEPT AS OTHERWISE INDICATED. COLOR TO BE [illegible]
9. SCOPE OF ELECTRICAL WORK INCLUDING REPLACEMENT OF EXIST. LIGHT FIXTURES, LOCATION OF FIXTURES, SWITCHES, OUTLETS, TELEPHONE, CABLE TV RECEPTACLES TO REMAIN UNCHANGED.
10. EXTENT OF CARPETING TO REMAIN AND OR BE INSTALLED TO BE PROVIDED BY OWNER.
11. FINISH FACE OF ALL UNGUARD PARTITIONS TO ALIGN WITH FINISH FACE OF EXISTING PARTITIONS.
12. PROVIDE NEW SMOKE CARBON MONOXIDE DETECTORS IN ALL LOCATIONS REQUIRED BY CODE.
13. INSTALL KITCHEN FLOOR AS SELECTED BY OWNER. REPLACE KITCHEN BASE AND UPPER CABINETS ALONG WITH COUNTERS REPLACE EXISTING KITCHEN SINK, APPLIANCES IN ACCORDANCE WITH DRAWING.
14. REPLACE BATHROOM FIXTURES IN ALL BATHROOMS AS INDICATED ON DRAWINGS REPLACE BATHROOM FLOOR AND WALL TILES IN ALL BATHROOMS.

TENANT PROTECTION PLAN (AS PER 28-104.8.4)

1. CONSTRUCTION WORK WILL BE CONFINED TO THE APARTMENT INTERIOR, AND WILL NOT CREATE DUST, DIRT, OR OTHER SUCH INCONVENIENCES TO OTHER APARTMENT UNITS WITHIN THE BUILDING.
2. CONSTRUCTION OPERATION—WILL NOT BLOCK HALLWAYS OR MEANS OF EGRESS FOR TENANTS OF BUILDING.
3. CONSTRUCTION OPERATIONS WILL NOT INVOLVE INTERRUPTION OF HEATING, WATER, OR ELECTRICAL SERVICES TO OTHER TENANTS OF THE BUILDING.
4. CONSTRUCTION OPERATION WILL BE CONFINED TO NORMAL WORKING HOURS: 8 A.M. TO 5 P.M. MONDAYS THROUGH FRIDAYS, EXCEPT LEGAL HOLIDAYS.
5. EGRESS
   AT ALL TIMES IN THE COURSE OF CONSTRUCTION PROVISION IS MADE FOR ADEQUATE EGRESS, AS REQUIRED BY THE CODE. REQUIRED EGRESS MUST NOT BE BE OBSTRUCTED AT ANY TIME. EXISTING EGRESS WILL REMAIN UNCHANGED. ALL WORK PROPOSED IS LIMITED TO WITHIN SINGLE DWELLING UNITS.
6. FIRE SAFETY
   ALL NECESSARY LAWS AND CONTROLS AS WELL AS ANY ADDITIONAL SAFETY MEASURES NECESSITATED BY THE CONSTRUCTION SHALL BE STRICTLY OBSERVED. WORK IS LIMITED TO WITHIN THE EXISTING APARTMENT. THERE SHALL BE NO WORK BEYOND SHOWN ON THE DRAWINGS AND EXISTING FIRE RATING BETWEEN APARTMENTS WILL REMAIN UNCHANGED.
7. HEALTH REQUIREMENTS
   PROVISION FOR CONTROL OF DUST, DISPOSAL OF CONSTRUCTION DEBRIS, PEST CONTROL AND MAINTENANCE OF SANITARY FACILITIES, AND LIMITATION OF NOISE TO ACCEPTABLE LEVELS SHALL BE INCLUDED.
8. SERVICES/ COMPLIANCE WITH HOUSING STANDARDS
   CONTINUATION OF ESSENTIAL SERVICES AS REQUIRED BY THE NEW YORK CITY BUILDING CODE AND HOUSING CODE AND THE STATE MULTIPLE DWELLING LAW.
9. STRUCTURAL STABILITY
   NO WORK TO BE DONE WHERE THERE MIGHT BE ANY DANGER TO OCCUPANTS DUE TO STRUCTURAL WORK.
10. PLANS
   PLANS SUBMITTED BY THE APPLICANT SHALL SHOW COMPLIANCE WITH THE ABOVE ITEMS DURING CONSTRUCTION. DETAILS SUCH AS TEMPORARY FIRE-RATED ASSEMBLIES AND OPENING PROTECTIVES SHALL BE INCLUDED.
11. NOISE RESTRICTIONS
   WHERE HOURS OF THE DAY OR DAYS OF WEEK IN WHICH CONSTRUCTION WORK MAY BE UNDERTAKEN ARE LIMITED PURSUANT TO THE NEW YORK CITY NOISE CONTROL CODE, SUCH LIMITATIONS SHALL BE STATED.

SMOKE/CARBON MONOXIDE DETECTOR NOTES

1. EACH DWELLING UNIT SHALL BE EQUIPPED WITH AN APPROVED TYPE SMOKE/CARBON MONOXIDE DEVICE RECEIVING PRIMARY POWER FROM THE BUILDING WIRING WITH NO SWITCHES IN THE CIRCUIT OTHER THAN THE OVER CURRENT DEVICE PROTECTING THE BRANCH CIRCUIT.
2. SMOKE/CARBON MONOXIDE DETECTORS MUST BE EITHER THE IONIZATION-CHAMBER TYPE OR THE PHOTOELECTRIC DETECTOR TYPE.
3. ALL SMOKE/CARBON MONOXIDE DETECTORS MUST BE INSTALLED WITHIN 15'-0" OF THE ENTRANCE OF ANY SLEEPING ROOM, WALL OR CEILING MOUNTED AS INDICATED ON PLAN AS PER N.F.P.A. [illegible]
4. A CERTIFICATE OF SATISFACTORY INSTALLATION SHALL BE FILED WITH THE NYC DEPT. OF BUILDINGS DIVISION OF CODE ENFORCEMENT AFTER INSTALLATION.

GENERAL NOTES

1. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODE AND ALL APPLICABLE STATE CODES, FEDERAL REGULATIONS, NFPA 101, THE NATIONAL BOARD OF FIRE UNDERWRITERS AND ALL APPLICABLE LOCAL LAWS AND REGULATIONS.
2. ALL FINISHES AND MATERIALS USED, MUST COMPLY WITH THE FLAME SPREAD RATINGS, FIRE AND SMOKE REGULATIONS REQUIRED BY ALL FEDERAL, STATE, LOCAL CODES IN ADDITION TO THE N.F.P.A. REGULATIONS.
3. ALL REQUIREMENTS OF LOCAL, STATE, AND FEDERAL CODES PERTAINING TO THE PHYSICALLY HANDICAPPED SHALL APPLY TO THE CONTRACT INCLUDING ALL REQUIREMENTS OF ANSI WITH RESPECT TO STAIRS, HANDRAILS, TOILETS, MOUNTING HEIGHTS, ETC...
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA REQUIREMENTS.
5. OBTAIN ALL PERMITS AND PAY ALL FEES REQUIRED BY LOCAL LAWS, ORDINANCES AND REGULATIONS PERTAINING TO THIS WORK.
6. ALL EQUIPMENT SUPPLIED BY THE CONTRACTOR SHALL HAVE APPROVAL FOR USE IN THE CITY OR TOWN HAVING JURISDICTION
7. PROVIDE EXIT SIGNS AS REQUIRED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
8. AFFIDAVITS FOR CONTROLLED AND SEMI-CONTROLLED INSPECTIONS SHALL BE FILED IN ACCORDANCE WITH LOCAL LAWS AND CODES AS REQUIRED FOR THIS PROJECT.
9. EXISTING LINES OTHER THAN THOSE INDICATED ON THESE DRAWINGS MAY BE IN THE BUILDING. THE CONTRACTOR IS WARNED TO PROCEED WITH CAUTION WITH ALL WORK, ESPECIALLY WITH EXCAVATION WORK. HE IS TO MAKE ALL POSSIBLE INVESTIGATIONS AS TO POSSIBLE UNMARKED UTILITY LINES.
10. CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD COVERING OR AFFECTING THE WORK. HE SHALL OBTAIN AND VERIFY ALL DIMENSIONS TO INSURE PROPER STRENGHTH, FIT, AND LOCATION AND SHALL REPORT TO THE ARCHITECT ANY AND ALL CONDITIONS WHICH MAY INTERFERE WITH OR OTHERWISE AFFECT PROPER COMPLETION OF THE WORK. DRAWINGS SHALL NOT BE SCALED.
11. LAYOUT OF WORK: THE CONTRACTOR SHALL LAYOUT HIS WORK FROM THE DIMENSIONS SHOWN ON THE DRAWINGS AND SHALL BE RESPONSIBLE FOR ALL MEASUREMENTS IN CONNECTION THEREWITH AND SHALL ADVISE THE ARCHITECT IN WRITING OF ANY AND ALL DISCREPANCIES OR CONFLICTS PRIOR TO COMMENCING THE ACTUAL WORK.
12. ALL WORK SHALL BE CONSIDERED TO BE EXISTING EXCEPT WHERE INDICATED TO BE NEW WORK.
13. FURNISH AND INSTALL ALL FIRE EXTINGUISHERS REQUIRED BY THE LOCAL FIRE DEPT. AND BUILDING CODES AND LOCATE WHERE SHOWN ON THE ARCHITECTURAL DRAWINGS OR AS DIRECTED BY THE ARCHITECT IN THE FIELD.

PROGRESS INSPECTIONS

1.)	FIRESTOP, DRAFTSTOP & FIREBLOCK SYSTEMS AS PER BC 1704.25
2.)	FINAL INSPECTION AS PER DIR. 14/75

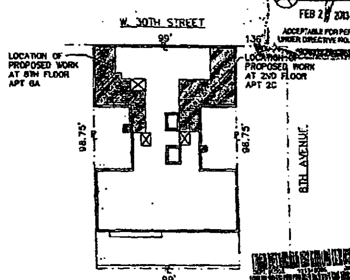
LEGEND OF MATERIALS

SYMBOLS		DESCRIPTION
(dashed double line)	—	EXISTING PARTITION TO BE REMOVED
(double line)	—	EXISTING PARTITION TO REMAIN
(hatched double line)	—	NEW INT. PARTITION — (1) LAYER 5/8" GYP. BD. EA. SIDE ON METAL STUDS @ 16" O.C.
(SD)	—	NEW APPROVED CEILING MTD. SMOKE/CO DETECTOR

NOTE : CONTRACTOR TO VERIFY EXISTING CONDITIONS IN FIELD AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

NO CHANGE TO EGRESS, USE, OR OCCUPANCY UNDER THIS APPLICATION

BLOCK: 753 ZONE: R8B
LOT: 48 MAP: 8D



① PLOT DIAGRAM
NOT TO SCALE

ROSANNE DIMARO, R.A.
FEB 2[illegible] 2013
ACCEPTABLE FOR PERMIT UNDER DIRECTIVE NO. 14/75

REGISTERED ARCHITECT — STATE OF NEW YORK

ALTERATION TO 308 WEST 30TH ST. N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC
308 - 312 WEST 30TH STREET
NEW YORK, NY 10001
TEL
FAX

ARCHITECT
MATT MARKOWITZ ARCHITECT, P.C.
[illegible] AVENUE, SUITE [illegible]
NEW YORK, NY [illegible]
TEL [illegible]
FAX [illegible]

NOTES / LEGEND

SYMBOL	DESCRIPTION
(dashed)	EXIST. WALL TO BE REMOVED
(double line)	EXISTING WALL TO REMAIN
(hatched)	NEW DRYWALL PARTITION
(door)	EXISTING DOOR FRAME AND HARDWARE TO BE REMOVED
(door)	NEW DOOR, FRAME, AND HARDWARE TO BE INSTALLED - SEE DOOR SCHEDULE
(door)	NEW DOUBLE DOOR, FRAME, AND HARDWARE TO BE INSTALLED - SEE DOOR SCHEDULE
(diamond)	WALL TYPE - SEE PARTITION SCHEDULE
(circle)	DOOR NUMBER
(circle)	ILLUMINATED EXIT SIGN
(circle)	SMOKE / CARBON MONOXIDE DETECTOR
(symbol)	ELEVATION REFERENCE
(symbol)	CROSS SECTION REFERENCE
(symbol)	DETAIL SECTION REFERENCE
(SD)	NEW COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR

LIST OF DRAWINGS

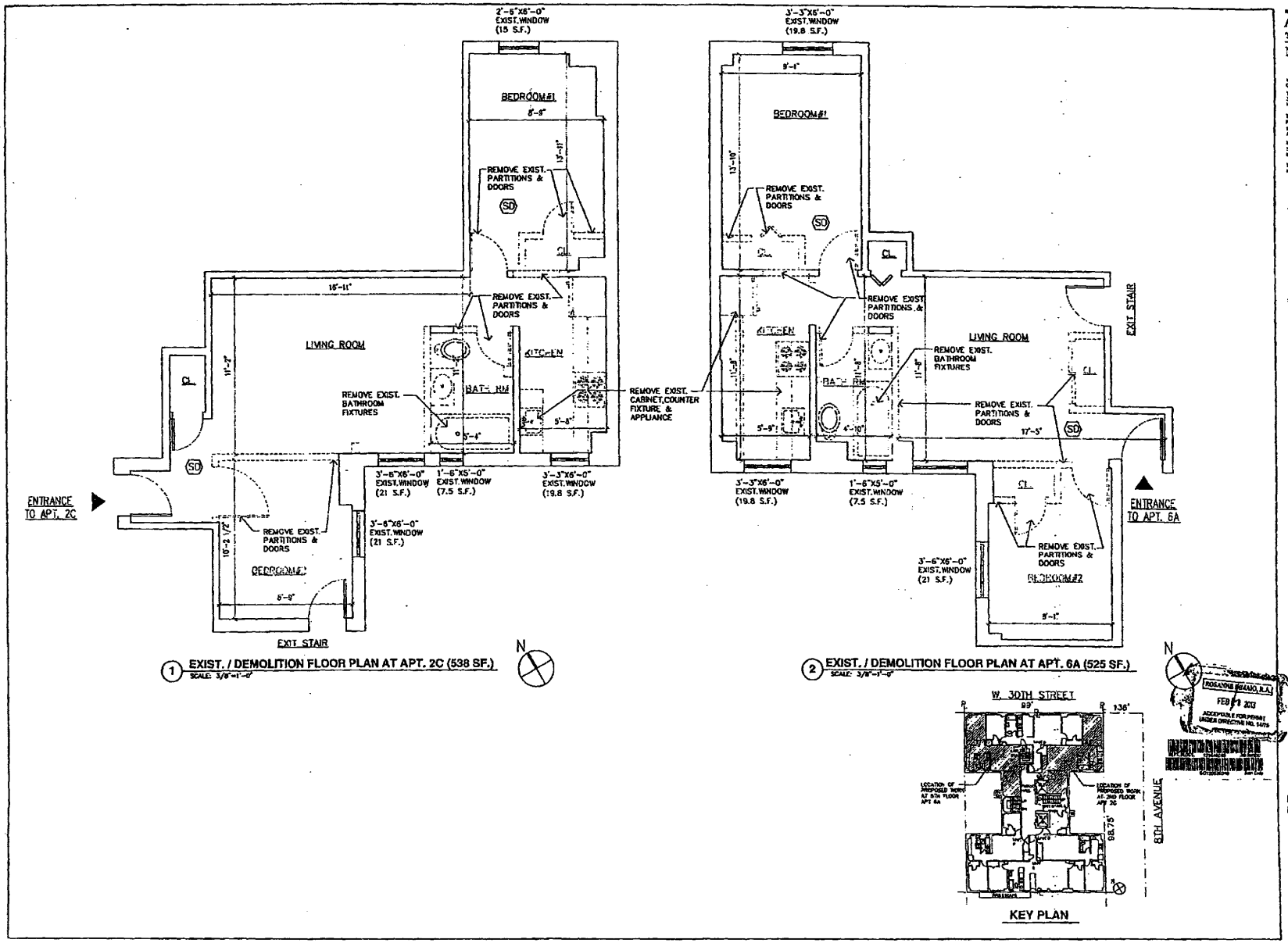
A-000.00	TITLE SHEET, NOTES, PLAN & SPECIFICATIONS
A-100.00	EXIST./DEMOLITION PLANS AT APT.2C & 6A
A-200.00	PROPOSED PLANS AT APT.2C & 6A
A-300.00	PROPOSED RCP PLANS AT APT.2C & 6A
A-400.00	MISCELLANEOUS DETAILS

DATE	NO.	REMARKS

SHEET TITLE
TITLE SHEET, NOTES, PLAN & SPECIFICATIONS

SCALE: AS NOTED
DRAWN BY:
CHECKED BY:
DATE: 1-15-2013
SHEET NUMBER
A-000.00
1 OF 3

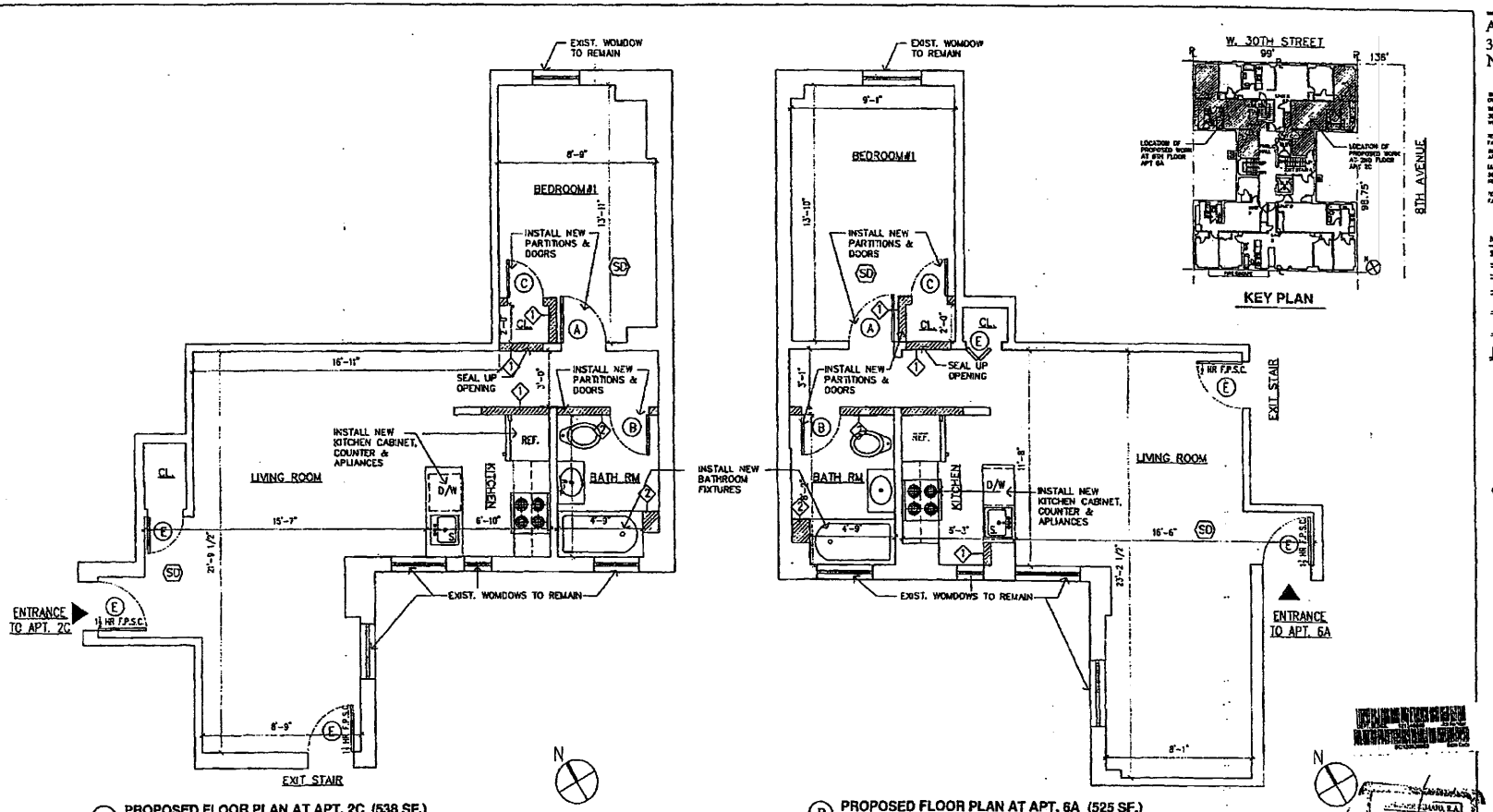
310



ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

EXIST./DEMOLITION
FLOOR PLAN AT
APT. 2C & 6A

A-100.00



(A) PROPOSED FLOOR PLAN AT APT. 2C (538 SF.)
SCALE: 3/8"=1'-0"

(B) PROPOSED FLOOR PLAN AT APT. 6A (525 SF.)
SCALE: 3/8"=1'-0"

DOOR SCHEDULE			
NO.	SIZE	REMARKS	RMS
(A)	2'-10"X 7'-0"	SOLID WOOD DOOR & WOOD FRAME	-
(B)	2'-6"X 7'-0"	SOLID WOOD DOOR & WOOD FRAME BATHROOM DOOR	
(C)	2'-8"X 6'-0"	SOLID WOOD DOOR & WOOD FRAME CLOSET DOOR	-
(E)	EXISTING DOOR TO REMAIN		

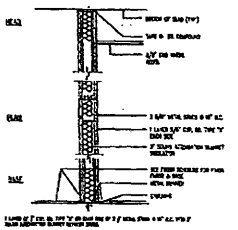
NOTE: NEW HARDWARE TO BE ADA COMPLIANT HARDWARE AS MANUF. BY BALDWIN LOCKS REFER TO MANUF FOR SPECIFICATIONS

HARDWARE INFORMATION
ALL HARDWARE SHALL BE HEAVY DUTY RESIDENTIAL GRADE AS APPROVED BY OWNERSHIP WITH HEAVY DUTY LOCKSETS.
HARDWARE SHALL BE REPLACED ON ALL NEW DOORS AS INDICATED

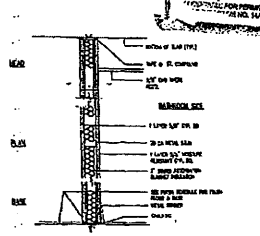
SCHEDULE: ALL DOORS TO HAVE:
CLOSER IF REQUIRED
3 SILENCERS

SCOPE OF WORK NOTES

1. REMOVE AND REPLACE EXIST. PARTITIONS AS INDICATED.
2. REMOVE LOOSE AND DAMAGED PAINT, PLASTER AND FINISHES.
3. PATCH AND PAINT ALL WALLS & CEILINGS THROUGHTOUT APT. AS REQUIRED.
4. INSTALL NEW PARTITIONS & DOORS AS INDICATED..
5. REMOVE AND INSTALL NEW KITCHEN & BATHROOM CABINET, FIXTURE AND APPLIANCESAS INDICATED



(1) 1 HR RATED PARTITION ◇
NOT TO SCALE



(2) BATHROOM WALL
NOT TO SCALE

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

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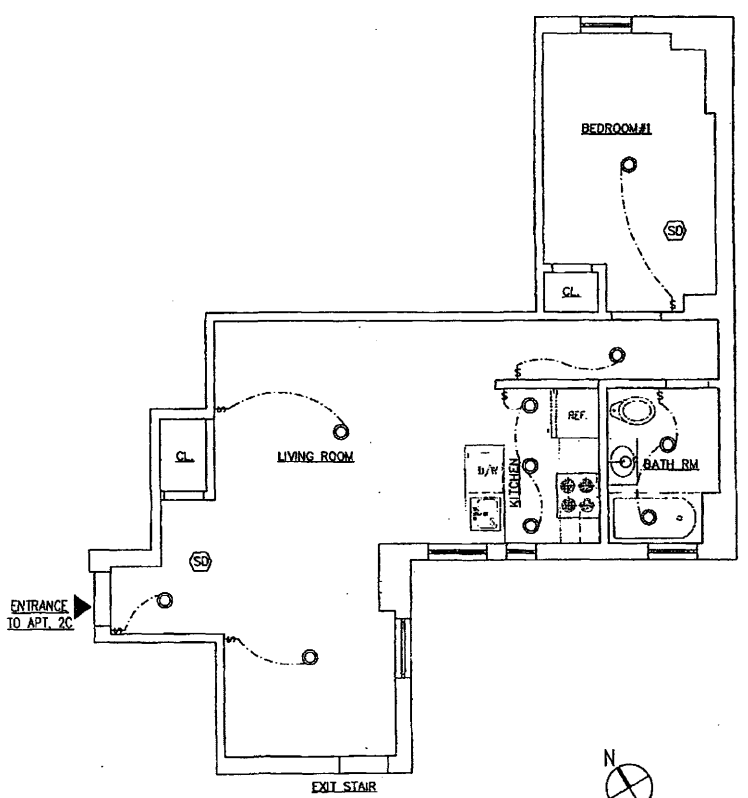
NOTES / LEGEND

SYMBOL	DESCRIPTION
	NEW WALL TO BE ERECTED
	EXISTING WALL TO REMAIN
	NEW DRYWALL PARTITION
	EXISTING DOOR TO REMAIN
	NEW DOOR
	NEW DOOR TO BE REMOVED
	DOOR TO BE REMOVED - SEE PLAN
	WALL TYP. - SEE PARTITION SECTIONS
	DOOR NUMBER
	ELIMINATED EXIT DOOR
	DOOR # / CUTOUT REFERENCE SECTION
	ELEVATION REFERENCE
	CROSS SECTION REFERENCE
	DETAIL SECTION REFERENCE
SD	NEW COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR

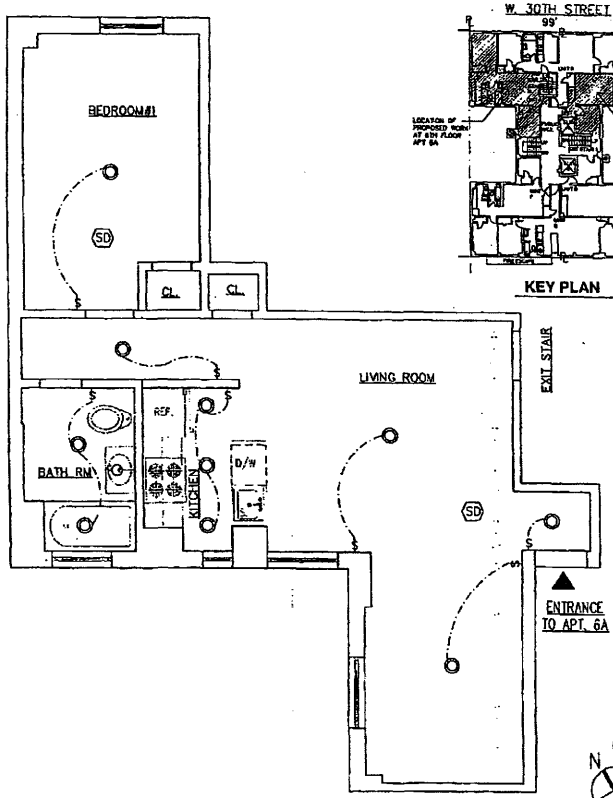
NEW YORK CITY DEPARTMENT OF BUILDINGS
PERMIT # 2013
CONSTRUCTION PERMIT
JOB NO. 1478

PROPOSED
FLOOR PLAN AT
APT. 2C & 6A

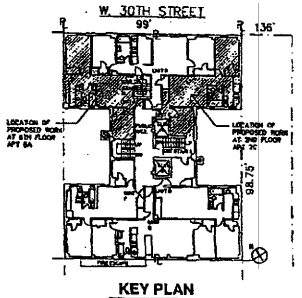
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A PROPOSED REFLECTED CEILING PLAN AT APT. 2C
SCALE: 3/8"=1'-0"



B PROPOSED REFLECTED CEILING PLAN AT APT. 6A
SCALE: 3/8"=1'-0"



KEY PLAN

APARTMENT 2C LIGHTING FIXTURE SCHEDULE									TOTALS	
SYMBOL	DESCRIPTION	LAMPS QTY	LAMPS TYPE	LAMPS WATTS	LOCATION	LOCATION OF	MANUFACTURER	CATALOG #	QUANTITY	WATTS
O	RECESSED DOWNLIGHT FIXTURE WITH 13W COMPACT FLUORESCENT LAMP AND PHOTOCELL SENSOR AND TIMER	1	13	13W			LIGHTOLIER	METROPOLITAN 6" DOWNLIGHT	11	143
HQ	WALL MOUNTED WHITE SCONCE WITH 1 13W COMPACT FLUORESCENT LAMP	1	13	13W			LIGHTOLIER	METROPOLITAN WALL SCONCE	1	13
APARTMENT 2C TOTAL WATTAGE LIGHTING										220 WATTS

APARTMENT 6A LIGHTING FIXTURE SCHEDULE									TOTALS	
SYMBOL	DESCRIPTION	LAMPS QTY	LAMPS TYPE	LAMPS WATTS	LOCATION	LOCATION OF	MANUFACTURER	CATALOG #	QUANTITY	WATTS
O	RECESSED DOWNLIGHT FIXTURE WITH 13W COMPACT FLUORESCENT LAMP AND PHOTOCELL SENSOR AND TIMER	1	13	13W			LIGHTOLIER	METROPOLITAN 6" DOWNLIGHT	19	209
HQ	WALL MOUNTED WHITE SCONCE WITH 1 13W COMPACT FLUORESCENT LAMP	1	13	13W			LIGHTOLIER	METROPOLITAN WALL SCONCE	1	13
APARTMENT 6A TOTAL WATTAGE LIGHTING										220 WATTS

ELECTRICAL KEY

- NEW GROUNDED DUPLEX RECEPTACLE, WALL MOUNTED
- NEW PHONE JACK (3 TOTAL)
- NEW CABLE JACK (5 TOTAL)
- NEW SWITCH
- NEW DIMMER WAY SWITCH

ECCC NYC 2011 CONSERVATION CODE STATEMENT

TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THESE PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK CITY 2011 - CHAPTER 05.

WORK TYPES :
OTHER WORK TYPES NOT REGULATED BY THE ECCC FR, FS, EQ, DC, DT/ANT, DI/SPP, DT/AMR (ECC 101.3)

DEMOLITION APPLICATION NOT REGULATED BY ECCC SEE (ECC. 101.3)

NO CHANGE IN BUILDING ENVELOPE, PLUMBING, ELECTRICAL OR MECHANICAL UNDER THIS APPLICATION.

ENERGY ANALYSIS FOR ALTERATION II - CLIMATE ZONE4

WORK ITEMS	PROPOSED DESIGNED VALUES	CODE PRESCRIBED VALUE & CITATION
CEILING, WINDOW, DOOR, SKYLIGHT, INSULATION	NA	NA
INTERIOR PARTITIONS BETWEEN CONDITIONED CORRIDOR AND CONDITIONED APARTMENT	NR	NR
PIPING INSULATION	NA	NA
INTERIOR LIGHTING	1 WATT/S.F. = 628 S.F.(1 WATT) TOTAL ALLOWED WATTS = 530 WATTS	MAXIMUM 1.1W/SF. (TABLE 505.5.2)
EXTERIOR LIGHTING	NA	NA
BOILERS/HEATING FURNACES	NR	NA
HOME SYSTEM	NR	NR

ENERGY ANALYSIS
RESIDENTIAL PARTIAL 2ND FLOOR
ALTERATION TO APT. 2C
FINISHES AND LIGHTING CLIMATE ZONE 4

PARTIAL 2ND FLOOR APT. 2C TOTAL WATTAGE LIGHTING	220 WATTS
ALLOWABLE WATT PER SF = 1.0 APT. 2C S.F. = 628 SF	538 S.F. X 1.0 = 538 WATTS ALLOW.
TOTAL APT. 2C. LIGHTING LOAD =	220 WATTS (OK)
HOT & COLD WATER PIPING TO BE INSULATED WITH R-2 PER SEC. 403.3	

ENERGY ANALYSIS
RESIDENTIAL PARTIAL 6TH FLOOR
ALTERATION TO APT. 6A
FINISHES AND LIGHTING CLIMATE ZONE 4

PARTIAL 6TH FLOOR APT. 6A TOTAL WATTAGE LIGHTING	220 WATTS
ALLOWABLE WATT PER SF = 1.0 APT. 6A S.F. = 628 SF	525 S.F. X 1.0 = 525 WATTS ALLOW.
TOTAL APT. 6A. LIGHTING LOAD =	220 WATTS (OK)
HOT & COLD WATER PIPING TO BE INSULATED WITH R-2 PER SEC. 403.3	

ROSANNE DIMAIO, R.A.
FEB 2010
ACCEPTABLE PER FILING UNDER DIRECTIVE NO. 14/75

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

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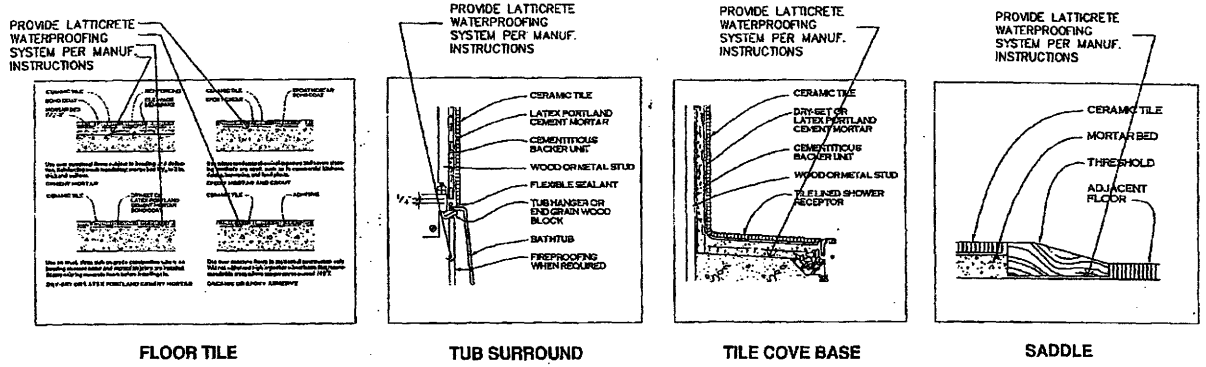
NOTES / LEGEND

SYMBOL	DESCRIPTION
	EXISTING WALL TO BE REMOVED
	EXISTING WALL TO REMAIN
	NEW PARTIAL PARTITION
	EXISTING DOOR FRAME AND OPENING TO BE REMOVED
	NEW DOOR FRAME AND OPENING TO BE INSTALLED - SEE DOOR SCHEDULE
	NEW DOOR FRAME AND OPENING TO BE INSTALLED - SEE DOOR SCHEDULE
	NEW TYPE - SEE FURNISH SCHEDULE
	DOOR NUMBER
	ILLUMINATED EXIT SIGN
	SMOKE / CARBON MONOXIDE DETECTOR
	INTERCOM HANDSET
	CROSS SECTION REFERENCE
	DETAIL SECTION REFERENCE
SD	NEW COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR

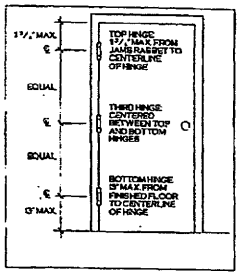
PROPOSED REFLECTED CEILING PLAN AT APT. 2C & 5A

DATE: 1-15-2013

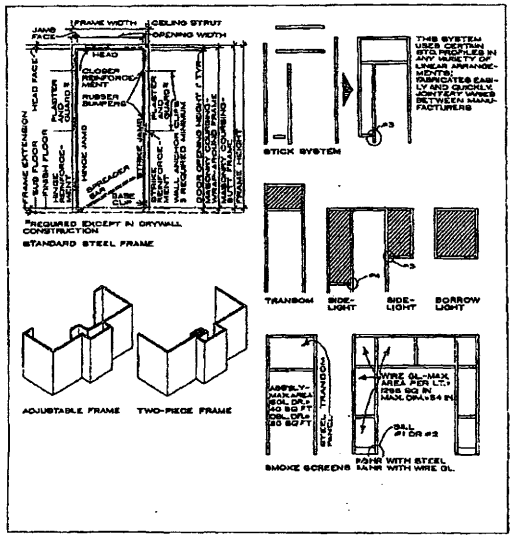
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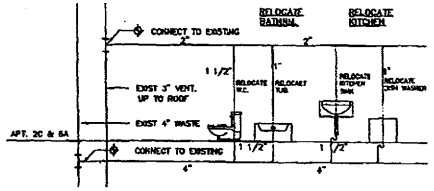
1 CERAMIC TILE INSTALLATION DETAILS
NOT TO SCALE



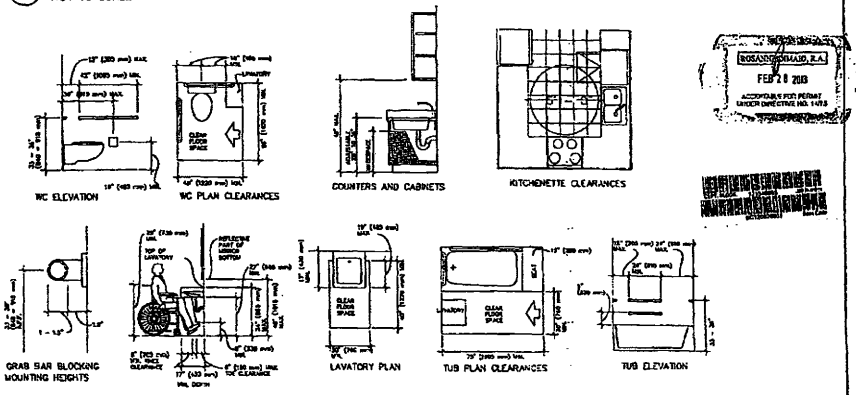
2 HINGE STANDARDS
NOT TO SCALE



3 DOOR FRAMING DETAILS
SCALE: NOT TO SCALE



4 PLUMBING RISER DIAGRAMS
NOT TO SCALE



5 ACCESSIBLE COMPLIANCE DETAILS FOR ADAPTABILITY
NOT TO SCALE

ROSANNE MAID, R.A.
FEB 2 8 2013
ACCEPTABLE FOR PERMIT UNDER DIRECTIVE NO. 14/13

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC.
308 - 312 WEST 30TH STREET
NEW YORK, NY 10001
TEL
FAX

ARCHITECT
MATT MARKOWITZ ARCHITECT, P.C.
305 5TH AVENUE, SUITE 1501
NEW YORK, NY 10001
TEL 212-481-0484
FAX 212-447-1428

NOTES / LEGEND

SYMBOL	DESCRIPTION
	EXIST. WALL TO BE REMOVED
	EXISTING WALL TO REMAIN
	NEW DRYWALL PARTITION
	EXISTING WALL NOT SHOWN
	EXISTING WALL TO BE REMOVED - SEE NOTE
	EXISTING WALL TO REMAIN - SEE NOTE
	NEW TYPE - SEE PARTITION SCHEDULE
	PAINTED
	FLUORESCENT EXIT SIGN
	SMOKE / CARBON MONOXIDE DETECTOR
	ELEVATION REFERENCE
	CROSS SECTION REFERENCE
	DETAIL SECTION REFERENCE
	NEW CONSTRUCTION SMOKE AND CARBON MONOXIDE DETECTOR

DATE	NO.	REMARKS

MISCELLANEOUS DETAILS

PLUMBING
DRAWN AS NOTED
CHECKED
DATE 1-25-2013
JOB NO.
SHEET NUMBER

A-200.00

ALTERATION TO CELLAR LOCATED AT
308-312 WEST 30TH STREET NEW YORK, NY 10001

TECHNICAL SPECIFICATIONS

1. GENERAL CONDITIONS
   A) Refer to AIA general conditions A201.
   B) Refer to general notes on drawing TP1.
   C) Refer to safety notes on drawing TP1.
2. Sitework
2.1 Demolition
   A) Refer to demolition notes on drawing TP1.
   B) Remove portions of exterior load bearing masonry walls as required for new openings. HVAC sleeves.
   C) Remove existing doors and frames as required.
   D) Remove existing plumbing fixtures and related piping in bathrooms.
   E) Remove existing interior partitions as required for new construction.
2.2 Excavation
3. Concrete
   A) Refer to structural drawings for structural concrete information.
   B) Furnish and install concrete for patching existing floors to create level surface.
4. Masonry
   A) Furnish and install masonry to repair new openings in load bearing masonry walls.
5. Metals
   Structural Steel
   A) Refer to structural drawings for structural information.
   B) Furnish and install reinforcing bars in concrete slabs as required.
   C) Furnish and install structural steel at new openings in interior walls.
   D) Furnish and install new structural steel at roof for water tank.
5.2 Miscellaneous Metal
   A) Furnish and install steel lintels in new masonry openings as required.
   B) Furnish and install metal rails at stairs.
   C) Miscellaneous ductwork associated with ventilation systems.
6. Carpentry
6.1 Rough Carpentry
   A) Furnish and install non-combustible framing as required for the new partitions.
   B) Furnish and install all blocking as required for all fixtures and ... items.
   C) Furnish and install non-combustible framing as required for ceiling and soffits.
6.2 Finish Carpentry
   A) Furnish and install base, ... casing, etc. on walls as required.
   B) Refer to interior design drawings for finish requirements.
   C) Furnish and install rods and shelves in closets and storage rooms as required.
7. Thermal and Moisture Protection
   A) Waterproof and caulk any exposed surfaces - windows and HVAC sleeves, wall penetrations as required.
   B) Provide proper waterproofing and pitch pockets at all roof penetrations as required.
   C) Provide batt thermal insulation at all exterior wall surfaces with vapor barrier at interior side.
8. Doors, Windows and Glass
   A) Furnish and install all doors and frames as shown on plans and door schedule.
   B) Furnish and install sliding doors and frames as shown on plans and door schedule.
   C) Furnish and install mirrors in toilet rooms as shown on plans.
9. Finishes
   A) Refer to interior design drawings for additional information and schedules.
9.1 Gypsum Wallboard Partitions and Ceilings
   A) Construct drywall partitions as indicated. Securely fasten all partitioning to the floor and underside of structure above. Install 25 gauge studs at all door opening and make provision for electrical and other services. Installation shall be in accordance with manufacturer's written instructions. Provide appropriate drywall metal trim accessories of sizes required for a complete partitioning installation including external partition corners, exposed type edges around openings and where drywall abuts or intersects dissimilar construction. Tape, spackle, sand etc. joints and holes and leave repaired surfaces ready for painting. Acoustical insulation shall be installed in all partitions indicated and shall be sound-tight unjacketed fiberglass batts, 1/8" wider than stud spacing.
   B) Install CAB ceiling and fascias in accordance with manufacturer's written instructions.
9.2 Painting
   A) Provide one (1) prime coat and two (2) finish coats of an alkyd base enamel. Where new metal doors and frames are factory primed apply two (2) finish coats of semi-gloss alkyd base enamel. Prepare all surfaces for painting. Clean surfaces thoroughly of all, grease, dirt, dust, etc. Fill irregularities and sand to smooth hard finish.
9.3 Carpeting
   A) Furnish and install carpeting in all areas as indicated. Carpeting shall be installed in accordance with manufacturer's printed instructions. Carpeting shall be as indicated on interior design drawings.
9.4 Ceramic Tile
   A) Furnish and install ceramic tile as shown on plans and finish schedule on interior design drawings.
10. Specialties
10.1 Toilet Accessories
   A) Furnish and install the following toilet accessory items in accordance with the schedule on interior design drawings.
10.2 Grab Bars
   A) Furnish and install "Franklin Brass" 1 1/2 diameter S.S. grab bars in toilets as shown on plans.
11 Equipment
11.1 Cabinets and Countertops
   A) Furnish and install plastic laminate vanities as shown on interior design drawings.
   B) Furnish and install plastic laminate countertops and full height backsplash as shown on plans.
11.2 Food Service Equipment
   A) Appliances (N.I.C.)
11.3 Laundry Equipment
   A) Appliances (N.I.C.)
12 Furnishings Blinds (N.I.C.)
13 Special Construction: Not in contract
14 Mechanical Refer to engineering drawings
14.1 Heating Refer to engineering drawings
14.2 Ventilating Refer to engineering drawings
14.3 A/C Refer to engineering drawings
14.4 Plumbing Refer to engineering drawings
15 Electrical Refer to engineering drawings
16 Structure Refer to engineering drawings

GENERAL REPLACEMENT NOTES

A. GENERAL REPLACEMENT
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]

B. PLUMBING REPLACEMENT
1. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL EXISTING PLUMBING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, PIPING AND EQUIPMENT WITH A DETAILED FIELD SURVEY. WHERE EXISTING EQUIPMENT SCHEDULED TO REMAIN IS LOCATED IN A WALL AND/OR CEILING SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL INCORPORATE IN HIS BID A PRICE FOR RELOCATING THE EQUIPMENT WITH ALL ASSOCIATED PLUMBING, VENTING, FITTINGS, ETC. IN ORDER TO INSURE PROPER OPERATION OF RELOCATED EQUIPMENT. WHERE EXISTING PLUMBING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, EQUIPMENT, ETC. ARE LOCATED IN WALLS AND/OR CEILINGS SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL DISCONNECT AND REMOVE. ALL RELATED PIPING, PLUMBING AND VENTING SHALL BE PROPERLY CAPPED AND CONCEALED WITHIN REMAINING WALLS OR NEWLY FURRED SPACES.

C. ELECTRICAL REPLACEMENT
1. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL EXISTING ELECTRICAL LIGHTING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS AND EQUIPMENT WITH A DETAILED FIELD SURVEY AND ARCH. PLANS.
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]

MULTIPLE DWELLING NOTES

1. THE PREMISES SHALL COMPLY WITH THE PROVISIONS OF ARTICLE 7 OF THE MULTIPLE DWELLING LAW, (MDL) AND WITH ALL APPLICABLE MULTIPLE DWELLING RULES AND REGULATIONS COOKING APPARATUS SHALL BE FIRE-RETARTED OR COVERED WITH FIRE PROOFING MATERIAL AS REQ'D.
2. PREMISES TO COMPLY WITH SEC 33 MDL: COOKING SPACES:
   A) CEILINGS AND WALLS, EXCLUSIVE OF DOORS SHALL BE FIRE-RETARTED.
   B) ALL COMBUSTIBLE MATERIALS WITHIN 1'-0" OF GAS RANGES SHALL BE FIRE RATARDED WITH 5/8" FC-60 GYPSUM BOARD
   C) THERE SHALL ALWAYS BE AT LEAST TWO FEET OF CLEAR SPACE ABOVE ANY EXPOSED COOKING SURFACE.
   D) KITCHENETTES SHALL HAVE MECHANICAL VENTILATION OF 120 CFM. MIN. AND 80 SF MAX. AREA AND ALSO 28 GAUGE SHEET METAL, OR WITH FIRE RESISTIVE MATERIAL OF EQUIVALENT RATING.
3. PREMISES TO COMPLY WITH SEC 37 MDL: ARTIFICIAL HALL LIGHTING.
   A) EVERY VESTIBULE, STAIRS AND PUBLIC HALLS SHALL BE PROVIDED WITH LIGHTS, EACH OF AT LEAST 60 WATTS, INCANDESCENT OR 20 WATTS FLUORESCENT.
4. PREMISES TO COMPLY WITH SEC 50-A MDL: ENTRANCE: DOORS, LOCKS AND INTER-COMMUNICATION SYSTEM:
   A) BUILDINGS ENTRANCES AND ALL OTHER ENTRANCES SHALL BE EQUIPPED WITH APPROVED TYPE AUTOMATIC, SELF-CLOSING AND SELF LOCKING UNITS.
   B) EVERY CLASS "A" MD CONTAINING EIGHT OR MORE APARTMENTS SHALL BE EQUIPPED WITH AN APPROVED TYPE INTER-COMMUNICATION SYSTEM LOCATED AT AN AUTOMATIC SELF-LOCKING DOOR, GIVING ACCESS TO MAIN ENTRANCE HALL OR LOBBY.
5. PREMISES TO COMPLY WITH SEC 51 MDL: SHAFTS, ELEVATOR AND DUMBWAITERS.
   A) PEEPHOLES TO BE PROVIDED IN THE INTERVIEWERS AT ALL APARTMENT DOORS PER SEC. 51A.
   B) MIRRORS SHALL BE PROVIDED IN PASSENGER ELEVATOR PER SEC 51B.
6. PREMISES TO COMPLY WITH SEC 84 MDL: LIGHTING, GAS METERS; GAS
   A) GAS RANGES TO BE A.G.A. OR BS&A APPROVED.
7. PREMISES TO COMPLY WITH SEC 76 MDL: WATER-CLOSET AND BATH ACCOMODATIONS.
   A) THE FLOOR OF EVERY BATHROOM SHALL BE MADE WATERPROOF WITH MATERIAL APPROVED BY THE DEPARTMENT, AND SUCH WATERPROOFING SHALL EXTEND SIX INCHES OR MORE ABOVE THE FLOOR, EXCEPT AT DOORS.
   B) THE WALLS OF EVERY BATHROOM SHALL BE MADE OF WATER RESISTANT GYPSUM BOARD, (BSA CAL 486-39 SM).
   C) BATHROOM SHALL BE EQUIPPED WITH AT LEAST ONE LAWFUL WINDOW. SUCH WINDOW SHALL BE AT LEAST THREE FEET IN AREA AND SHALL BE MADE THAT HALF OF ITS AREA CAN BE READILY OPENED; OR SHALL BE EQUIPPED WITH MECHANICAL VENTILATION.
8. PREMISES TO COMPLY WITH SEC 77 MDL: PLUMBING AND DRAINAGE.
   A) ALL COURTS, ROOFS, YARDS, AND AREA WAYS SHALL BE PROPERLY DRAINED.
9. THE PREMISES SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE MULTIPLE DWELLING LAW
   SECTION 29: PAINTING OF COURTS AND SHAFTS
   SECTION 31: SIZE OF ROOMS
   SECTION 34: ROOMS IN BASEMENT AND CELLAR
   SECTION 52: STAIRS
   SECTION 53: FIRE-ESCAPES
   SECTION 57: BELLS, MAIL RECEPTACLES
   SECTION 58: INCOMBUSTIBLE MATERIAL
   SECTION 62: PARAPETS, GUARD RAILINGS
   SECTION 75: WATER SUPPLY
   SECTION 78: REPAIRS
   SECTION 79: HEATING
   SECTION 80: CLEANLINESS
   SECTION 81: RECEPTACLES FOR WASTER MATTER
   SECTION 83: JANITOR OR HOUSEKEEPER

BUILDING CODE INFORMATION

- EXISTING CO. # 46...
- RENOVATE EXISTING CELLAR FLOOR
- OCCUPANCY GROUP = CLASS "A" MULTIPLE DWELLING (DATE: NOV. 19, 1959)
- USE GROUP = RESIDENTIAL

FIRE RESISTANCE SCHEDULE (PER 1968 NYC CODE TABLE 3-4)

CONSTRUCTION GROUP - CLASS 1 FIREPROOF

CONSTRUCTION ELEMENT		FIRE RATING (HRS)
EXTERIOR WALLS	...	2 HR.
INTERIOR BEARING WALLS		1 HR.
VERTICAL EXITS & SHAFTS		2 HR.
COLUMNS, GIRDERS	SUPPORTING ONE FLOOR	1 HR.
	SUPPORTING MORE THAN ONE FLOOR	1 HR.
FLOOR CONSTRUCTION INCLUDING BEAMS		1 HR.
ROOF CONSTRUCTION		3/4 HR.

SCOPE OF WORK

1. ALL PLAN DIMENSIONS ARE FINISH TO FINISH UNLESS OTHERWISE INDICATED.
2. CONTRACTOR TO VERIFY ALL EXISTING FIELD DIMENSIONS AND CONDITIONS AND COMPARE WITH INFORMATION ON DRAWINGS. NOTIFY ARCHITECT IN WRITING ANY DISCREPANCIES IF DIMENSIONS DIFFER FROM THAT INDICATED ON DRAWINGS.
3. ALL EXISTING UNDAMAGED AND UNALTERED WOOD FLOORING TO REMAIN AND BE SANDED/ REFINISHED WITH MINIMUM OF THREE COATS POLYURETHANE. SCOPE OF FLOOR FINISHING TO BE SPECIFIED BY OWNER. REPLACE WOOD FLOORING AT ALTERATION AREA AND WHERE PREVIOUSLY DAMAGED OR DAMAGED OR DURING CONSTRUCTION.
4. PROVIDE AND INSTALL NEW WOOD FLOORING TO MATCH EXISTING IN ALL LOCATIONS WHERE WOOD FLOOR HAS BEEN DAMAGED DUE TO WATER LEAKS AND TO BE SANDED/REFINISHED WITH MINIMUM OF THREE COATS POLYURETHANE. SCOPE OF FLOOR FINISHING TO BE SPECIFIED BY OWNER.
5. REMOVE, PROVIDE AND INSTALL NEW BASEBOARD ON ALL PARTITIONS TO BE SELECTED BY OWNER.
6. TAPE AND REFINISH WITH PLASTER/JOINT COMPOUND CEILINGS AT LOCATIONS WHERE PARTITIONS HAVE BEEN REMOVED. THEN PAINT WITH ONE COAT PRIMER AND TWO COATS LATEX FLAT FINISH IN COLOR SPECIFIED BY OWNER.
7. REPLACE ALL DOORS, HARDWARE, MOLDINGS, CASINGS, TRIM THROUGHOUT APARTMENT. EXPOSED PLASTER/GWB SURFACES IN KITCHEN AND BATHROOMS TO RECEIVE TWO COATS SEMI GLOSS PAINT IN COLORS SELECTED BY OWNER.
8. ALL NEW AND EXISTING PLASTER/GWB TO RECEIVE ONE LATEX PRIME COAT AND TWO SATIN EGGSHELL FINISH COATS EXCEPT AS OTHERWISE INDICATED. COLOR TO BE ...
9. SCOPE OF ELECTRICAL WORK INCLUDING REPLACEMENT OF EXIST. LIGHT FIXTURES, LOCATION OF FIXTURES, SWITCHES, OUTLETS, TELEPHONE CABLE TV RECEPTICLES TO REMAIN UNCHANGED.
10. EXTENT OF CARPETING TO REMAIN AND OR BE INSTALLED TO BE PROVIDED BY OWNER.
11. FINISH FACE OF ALL LAMINATED PARTITIONS TO ALIGN WITH FINISH FACE OF EXISTING PARTITIONS.
12. PROVIDE NEW SMOKE CARBON MONOXIDE DETECTORS IN ALL LOCATIONS REQUIRED BY CODE.
13. INSTALL KITCHEN FLOOR AS SELECTED BY OWNER. REPLACE KITCHEN BASE AND UPPER CABINETS ALONG WITH COUNTERS. REPLACE EXISTING KITCHEN SINK, APPLIANCES IN ACCORDANCE WITH DRAWING.
14. REPLACE BATHROOM FIXTURES IN ALL BATHROOMS AS INDICATED ON DRAWINGS. REPLACE BATHROOM FLOOR AND WALL TILES IN ALL BATHROOMS.

TENANT PROTECTION PLAN (AS PER 28-104.8.4)

1. CONSTRUCTION WORK WILL BE CONFINED TO THE APARTMENT INTERIOR, AND WILL NOT CREATE DUST, DIRT, OR OTHER SUCH INCONVENIENCES TO OTHER APARTMENT UNITS WITHIN THE BUILDING.
2. CONSTRUCTION OPERATION-WILL NOT BLOCK HALLWAYS OR MEANS OF EGRESS FOR TENANTS OF BUILDING.
3. CONSTRUCTION OPERATIONS WILL NOT INVOLVE INTERRUPTION OF HEATING, WATER, OR ELECTRICAL SERVICES TO OTHER TENANTS OF THE BUILDING.
4. CONSTRUCTION OPERATION WILL BE CONFINED TO NORMAL WORKING HOURS: 8 A.M. TO 5 P.M. MONDAYS THROUGH FRIDAYS, EXCEPT LEGAL HOLIDAYS.
5. EGRESS
   AT ALL TIMES IN THE COURSE OF CONSTRUCTION PROVISION IS MADE FOR ADEQUATE EGRESS, AS REQUIRED BY THE CODE. REQUIRED EGRESS MUST NOT BE BE OBSTRUCTED AT ANY TIME. EXISTING EGRESS WILL REMAIN UNCHANGED. ALL WORK PROPOSED IS LIMITED TO WITHIN SINGLE DWELLING UNITS.
6. FIRE SAFETY
   ALL NECESSARY LAWS AND CONTROLS AS WELL AS ANY ADDITIONAL SAFETY MEASURES NECESSITATED BY THE CONSTRUCTION SHALL BE STRICTLY OBSERVED. WORK IS LIMITED TO WITHIN THE EXISTING APARTMENT. THERE SHALL BE NO WORK BEYOND SHOWN ON THE DRAWINGS AND EXISTING FIRE RATING BETWEEN APARTMENTS WILL REMAIN UNCHANGED.
7. HEALTH REQUIREMENTS
   PROVISION FOR CONTROL OF DUST, DISPOSAL OF CONSTRUCTION DEBRIS, PEST CONTROL AND MAINTENANCE OF SANITARY FACILITIES, AND LIMITATION OF NOISE TO ACCEPTABLE LEVELS SHALL BE INCLUDED.
8. SERVICES/ COMPLIANCE WITH HOUSING STANDARDS
   CONTINUATION OF ESSENTIAL SERVICES AS REQUIRED BY THE NEW YORK CITY BUILDING CODE AND HOUSING CODE AND THE STATE MULTIPLE DWELLING LAW.
9. STRUCTURAL STABILITY
   NO WORK TO BE DONE WHERE THERE MIGHT BE ANY DANGER TO OCCUPANTS DUE TO STRUCTURAL WORK.
10. PLANS
   PLANS SUBMITTED BY THE APPLICANT SHALL SHOW COMPLIANCE WITH THE ABOVE ITEMS DURING CONSTRUCTION. DETAILS SUCH AS TEMPORARY FIRE-RATED ASSEMBLIES AND OPENING PROTECTIVES SHALL BE INCLUDED.
11. NOISE RESTRICTIONS
   WHERE HOURS OF THE DAY OR DAYS OF WEEK IN WHICH CONSTRUCTION WORK MAY BE UNDERTAKEN ARE LIMITED PURSUANT TO THE NEW YORK CITY NOISE CONTROL CODE, SUCH LIMITATIONS SHALL BE STATED.

SMOKE/CARBON MONOXIDE DETECTOR NOTES

1. EACH DWELLING UNIT SHALL BE EQUIPPED WITH AN APPROVED TYPE SMOKE/CARBON MONOXIDE DEVICE RECEIVING PRIMARY POWER FROM THE BUILDING WIRING WITH NO SWITCHES IN THE CIRCUIT OTHER THAN THE OVER CURRENT DEVICE PROTECTING THE BRANCH CIRCUIT.
2. SMOKE/CARBON MONOXIDE DETECTORS MUST BE EITHER THE IONIZATION-CHAMBER TYPE OR THE PHOTOELECTRIC DETECTOR TYPE.
3. ALL SMOKE/CARBON MONOXIDE DETECTORS MUST BE INSTALLED WITHIN 15'-0" OF THE ENTRANCE OF ANY SLEEPING ROOM, WALL OR CEILING MOUNTED AS INDICATED ON PLAN AS PER N.F.P.A. 72/720.
4. A CERTIFICATE OF SATISFACTORY INSTALLATION SHALL BE FILED WITH THE NYC DEPT. OF BUILDINGS DIVISION OF CODE ENFORCEMENT AFTER INSTALLATION.

GENERAL NOTES

1. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODE AND ALL APPLICABLE STATE CODES, FEDERAL REGULATIONS, NFPA 101, THE NATIONAL BOARD OF FIRE UNDERWRITERS AND ALL APPLICABLE LOCAL LAWS AND REGULATIONS.
2. ALL FINISHES AND MATERIALS USED, MUST COMPLY WITH THE FLAME SPREAD RATINGS, FIRE AND SMOKE REGULATIONS REQUIRED BY ALL FEDERAL, STATE, LOCAL CODES IN ADDITION TO THE N.F.P.A. REGULATIONS.
3. ALL REQUIREMENTS OF LOCAL, STATE, AND FEDERAL CODES PERTAINING TO THE PHYSICALLY HANDICAPPED SHALL APPLY TO THE CONTRACT INCLUDING ALL REQUIREMENTS OF ANSI WITH RESPECT TO STAIRS, HANDRAILS, TOILETS, MOUNTING HEIGHTS, ETC...
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA REQUIREMENTS.
5. OBTAIN ALL PERMITS AND PAY ALL FEES REQUIRED BY LOCAL LAWS, ORDINANCES AND REGULATIONS PERTAINING TO THIS WORK.
6. ALL EQUIPMENT SUPPLIED BY THE CONTRACTOR SHALL HAVE APPROVAL FOR USE IN THE CITY OR TOWN HAVING JURISDICTION.
7. PROVIDE EXIT SIGNS AS REQUIRED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
8. AFFIDAVITS FOR CONTROLLED AND SEMI-CONTROLLED INSPECTIONS SHALL BE FILED IN ACCORDANCE WITH LOCAL LAWS AND CODES AS REQUIRED FOR THIS PROJECT.
9. EXISTING LINES OTHER THAN THOSE INDICATED ON THESE DRAWINGS MAY BE IN THE BUILDING. THE CONTRACTOR IS WARNED TO PROCEED WITH CAUTION WITH ALL WORK, ESPECIALLY WITH EXCAVATION WORK. HE IS TO MAKE ALL POSSIBLE INVESTIGATIONS AS TO POSSIBLE UNMARKED UTILITY LINES.
10. CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD COVERING OR AFFECTING THE WORK. HE SHALL OBTAIN AND VERIFY ALL DIMENSIONS TO INSURE PROPER STRENGTH, FIT, AND LOCATION AND SHALL REPORT TO THE ARCHITECT ANY AND ALL CONDITIONS WHICH MAY INTERFERE WITH OR OTHERWISE AFFECT PROPER COMPLETION OF THE WORK. DRAWINGS SHALL NOT BE SCALED.
11. LAYOUT OF WORK: THE CONTRACTOR SHALL LAYOUT HIS WORK FROM THE DIMENSIONS SHOWN ON THE DRAWINGS AND SHALL BE RESPONSIBLE FOR ALL MEASUREMENTS IN CONNECTION THEREWITH AND SHALL ADVISE THE ARCHITECT IN WRITING OF ANY AND ALL DISCREPANCIES OR CONFLICTS PRIOR TO COMMENCING THE ACTUAL WORK.
12. ALL WORK SHALL BE CONSIDERED TO BE EXISTING EXCEPT WHERE INDICATED TO BE NEW WORK.
13. FURNISH AND INSTALL ALL FIRE EXTINGUISHERS REQUIRED BY THE LOCAL FIRE DEPT. AND BUILDING CODES AND LOCATE WHERE SHOWN ON THE ARCHITECTURAL DRAWINGS OR AS DIRECTED BY THE ARCHITECT IN THE FIELD.

PROGRESS INSPECTIONS

1.) FIRESTOP, DRAFTSTOP & FIREBLOCK SYSTEMS AS PER BC 1704.25
2.) FINAL INSPECTION AS PER DIR. 14/75

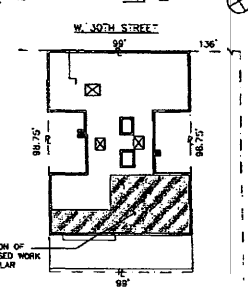
LEGEND OF MATERIALS

SYMBOLS	DESCRIPTION
(dashed double line)	— EXISTING PARTITION TO BE REMOVED
(double line)	— EXISTING PARTITION TO REMAIN
(hatched double line)	— NEW INT. PARTITION — (1) LAYER 5/8" GYP. BD. EA. SIDE ON METAL STUDS @ 16" O.C.
(SD)	— NEW APPROVED CEILING MTD. SMOKE/CO DETECTOR

NOTE: CONTRACTOR TO VERIFY EXISTING CONDITIONS IN FIELD AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

NO CHANGE TO EGRESS, USE, OR OCCUPANCY UNDER THIS APPLICATION

BLOCK: 753 ZONE: R8B
LOT: 48 MAP: 8D



(1) PLOT DIAGRAM
NOT TO SCALE

ROSANNE DOMAIO, R.A.
MAR 15 2013
ACCEPTABLE FOR PERMIT UNDER DIRECTIVE NO. 14/78

REGISTERED ARCHITECT — STATE OF NEW YORK — 022423

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC.
308 - 312 WEST 30TH STREET
NEW YORK, NY 10001
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MATT MARKOWITZ ARCHITECT, P.C.
301 5TH AVENUE, SUITE 1009
NEW YORK, NY 10017
TEL 212-492-0484
FAX 212-367-9400

NOTES / LEGEND

SYMBOL	DESCRIPTION
(dashed line)	EXISTING WALL TO BE REMOVED
(double line)	EXISTING WALL TO REMAIN
(hatched line)	NEW DRYWALL PARTITION
(door symbol)	EXISTING DOOR FRAME AND HARDWARE TO BE REMOVED
(door symbol)	NEW DOOR, FRAME, AND HARDWARE TO BE INSTALLED - SEE DOOR SCHEDULE
(double door symbol)	NEW DOUBLE DOOR, FRAME, AND HARDWARE TO BE INSTALLED - SEE DOOR SCHEDULE
(diamond)	NEW TYPE - SEE PARTITION SCHEDULE
(circle)	DOOR NUMBER
(circle)	ILLUMINATED EXIT SIGN
(circle)	SMOKE / CARBON MONOXIDE DETECTOR
(circle)	ELEVATION REFERENCE
(circle)	CROSS SECTION REFERENCE
(circle)	DETAIL SECTION REFERENCE
(SD)	NEW COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR

LIST OF DRAWINGS

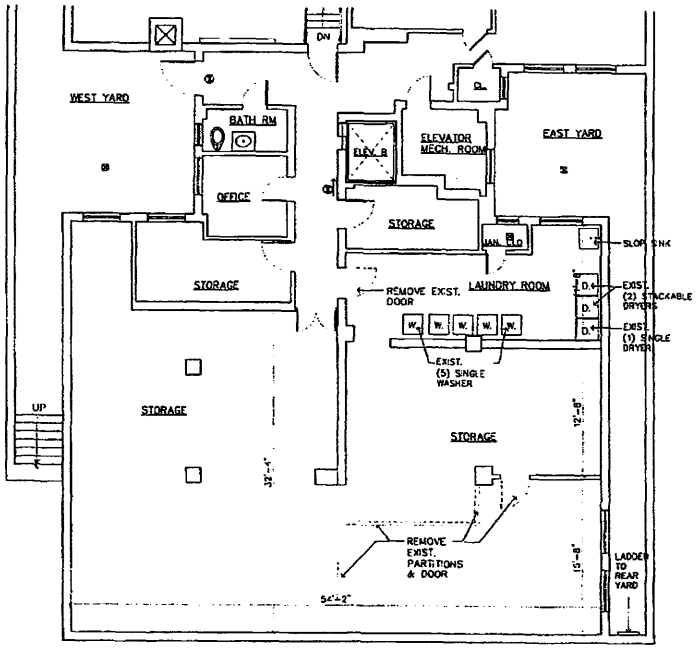
A-000.00	TITLE SHEET, NOTES, PLAN & SPECIFICATIONS
A-100.00	EXIST./DEMOLITION & PROPOSED PARTIAL PLANS AT CELLAR
A-300.00	MISCELLANEOUS DETAILS

DATE	NO.	REVISION

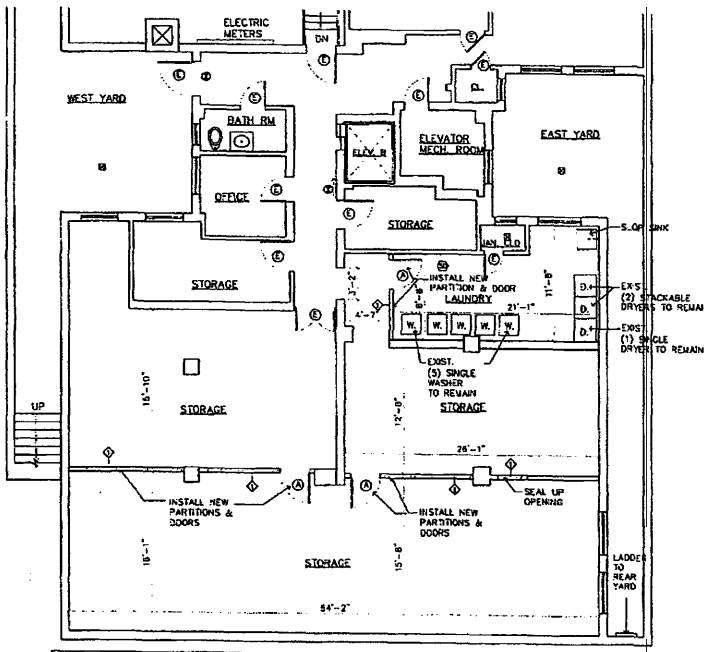
REVISIONS
SHEET TITLE
TITLE SHEET, NOTES, PLAN & SPECIFICATIONS

SCALE: AS NOTED
DRAWN BY:
CHECKED BY:
DATE: 1-23-2013
JOB NO.:
SHEET NUMBER
A-000.00
1 OF 3

315



A EXIST. / DEMOLITION PARTIAL CELLAR PLAN (1,995 SF.)
SCALE: 3/16"=1'-0"



NOTE: NO PLUMBING WORK UNDER THIS APPLICATION.

B PROPOSED PARTIAL CELLAR PLAN (1,995 SF.)
SCALE: 3/16"=1'-0"

SCOPE OF WORK NOTES

1. REMOVE AND REPLACE EXIST. PARTITIONS AS INDICATED.
2. REMOVE LOOSE AND DAMAGED PAINT, PLASTER AND FINISHES.
3. CLEAN, PATCH AND PAINT ALL WALLS & CEILINGS THROUGHTOUT AREA AS REQUIRED.
4. INSTALL NEW PARTITIONS & DOORS AS INDICATED.
5. EXISTING WASHERS & DRYERS TO REMAIN.
6. EXISTING LIGHTING TO REMAIN.

DOOR SCHEDULE

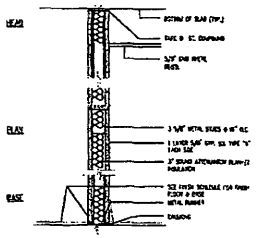
NO.	SIZE	REMARKS	ATC
A	3'-0"X 7'-0"	SOLID WOOD DOOR & WOOD FRAME	
E	EXISTING DOOR TO REMAIN		

NOTE: NEW HARDWARE TO BE ADA COMPLIANT HARDWARE AS MANUF. BY BALDWIN LOCKS. REFER TO MANUF FOR SPECIFICATIONS

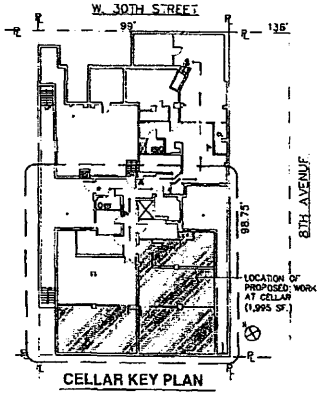
HARDWARE INFORMATION

ALL HARDWARE SHALL BE HEAVY DUTY RESIDENTIAL GRADE AS APPROVED BY OWNERSHIP WITH HEAVY DUTY LOCKSETS. HARDWARE SHALL BE REPLACED ON ALL NEW DOORS AS INDICATED

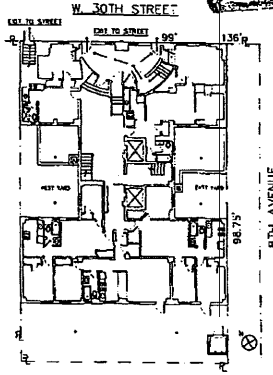
SCHEDULE: ALL DOORS TO HAVE:
CLOSER IF REQUIRED
3 SILENCERS



1 1 HR RATED PARTITION ◇
NOT TO SCALE



CELLAR KEY PLAN



1ST. FLOOR KEY PLAN

ROSARIO RIZZARI, R.A.
NEW YORK
2013

REGISTERED ARCHITECT
ROSARIO RIZZARI
STATE OF NEW YORK

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC.
308 - 310 WEST 30TH STREET
NEW YORK, NY 10001

TEL
FAX

ARCHITECT
MATT MARRONITE ARCHITECT, P.C.
261 5TH AVENUE, SUITE 1405
NEW YORK, NY 10017
TEL 212-252-0166
FAX 212-627-4420

NOTES / LEGEND

SYMBOL DESCRIPTION

EXISTING WALL TO REMAIN
NEW DRYWALL PARTITION
NEW DOOR FRAME AND HARDWARE TO BE REMOVED & SALVAGED TO BE REUSED - SEE SCHEDULE
NEW DOOR FRAME AND HARDWARE TO BE INSTALLED - SEE SCHEDULE
NEW WOOD FRAME, AND HARDWARE TO BE REMOVED & SALVAGED TO BE REUSED - SEE SCHEDULE
WALL TYPE - SEE PARTITION SCHEDULE
WOOD BLOCKING
SMOKE / CARBON MONOXIDE DETECTOR
ELEVATION REFERENCE
DOOR SCHEDULE REFERENCE
DETAIL SECTION REFERENCE
NEW CONSTRUCTION SMOKE AND CARBON MONOXIDE DETECTOR

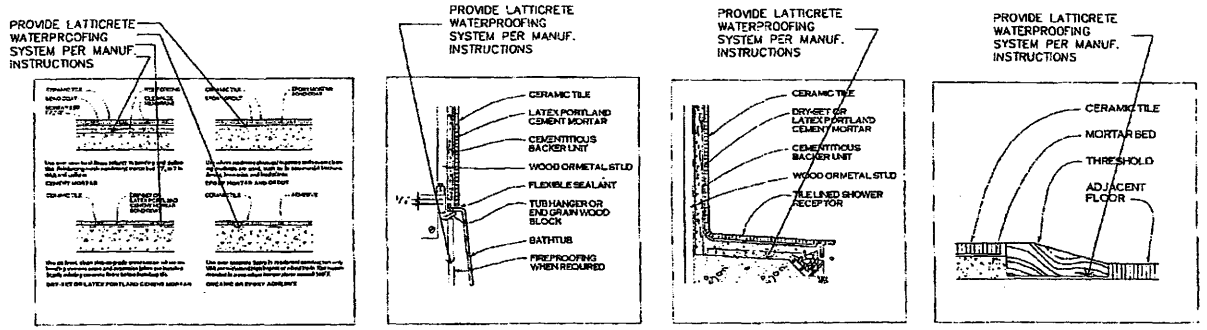
DATE	NO.	REMARKS
01/13/2013		

EXIST. /DEMOLITION & PROPOSED PARTIAL PLAN AT CELLAR

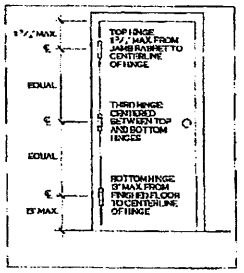
PROJECT NO. 1305

DRAWN BY
SCALE AS NOTED
CHECKED BY
DATE 1-13-2013
JOB NO.
SHEET NUMBER

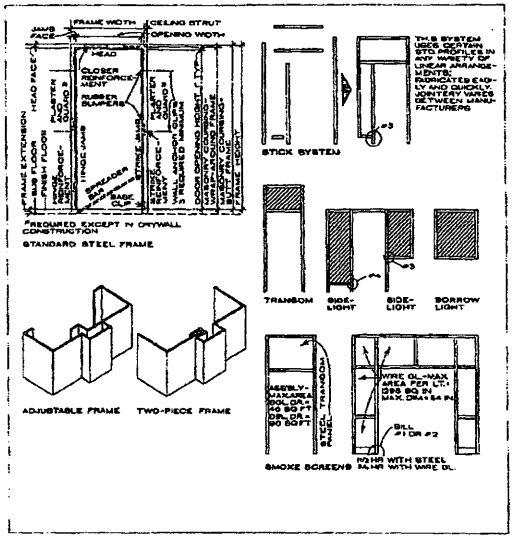
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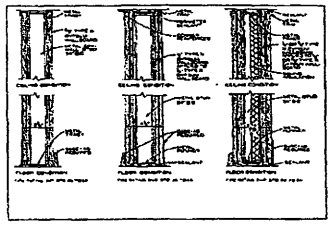
1 CERAMIC TILE INSTALLATION DETAILS
NOT TO SCALE



2 HINGE STANDARDS
NOT TO SCALE



3 DOOR FRAMING DETAILS
SCALE: NOT TO SCALE



4 TYPICAL PARTITION DETAILS
NOT TO SCALE

ECCC NYC 2011
CONSERVATION CODE STATEMENT

TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THESE PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK CITY 2011 . CHAPTER 05.

WORK TYPES :
OTHER WORK TYPES NOT REGULATED BY THE ECC: FB, FS, EQ, CC, OT/ANT, OT/SPP, OT/MAR (ECC 101.3)

REPLACEMENT OF FINISHES, FIXTURES APPLICATION NOT REGULATED BY CODE. SEE (ECC. 101.3)

NO CHANGE IN BUILDING ENVELOPE, INTERIOR PARTITIONS, PLUMBING, ELECTRICAL, OR MECHANICAL UNDER THIS APPLICATION.

ENERGY ANALYSIS FOR ALTERATION II - CLIMATE ZONE4

WORK ITEMS	PROPOSED DESIGNED VALUES	CODE PRESCRIBED VALUE & CITATION
ENVELOPE, WINDOWS, DOORS, STORE FRONT, BASEMENT	NA	NA
INTERIOR PARTITIONS BETWEEN CONDITIONED CORRIDOR AND CONDITIONED APARTMENT	NA	NA
PIPING INSULATION	NA	NA
INTERIOR LIGHTING	NA	NA

ROSANNE D'LEAD, R.A.
MAR 6 2013
ACCEPTABLE FOR PERMIT UNDER DIRECTIVE NO. 14/75

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC.
308 - 310 WEST 30TH STREET
NEW YORK, NY 10001

TO
FYI

ARCHITECT
MATT MARKOWITZ ARCHITECT, P.C.
307 5TH AVENUE, SUITE 1408
NEW YORK, NY 10017
TEL 212-889-0484
FAX 212-531-1409

NOTES / LEGEND

SYMBOL DESCRIPTION

MISCELLANEOUS DETAILS

A-200.00

ALTERATION TO APARTMENTS 2D, 3D, 9D, 4F & 7F LOCATED AT 308-312 WEST 30TH STREET NEW YORK, NY 10001

TECHNICAL SPECIFICATIONS

1. General Conditions
   A) Refer to AIA general conditions A201.
   B) Refer to general notes on drawing [illegible].
   C) Refer to safety notes on drawing [illegible].

2. Sitework
2.1 Demolition
   A) Refer to demolition notes on drawing [illegible].
   B) Remove portions of exterior load bearing masonry walls as required for new openings. HVAC sleeves.
   C) Remove existing doors and frames as required.
   D) Remove existing plumbing fixtures and related piping in bathrooms.
   E) Remove existing interior partitions as required for new construction.
2.2 Excavation
3. Concrete
   A) Refer to structural drawings for structural concrete information.
   B) Furnish and install concrete for patching existing floors to create level surfaces.
4. Masonry
   A) Furnish and install masonry to repair new openings in load bearing masonry walls.
5. Metals
Structural Steel
   A) Refer to structural drawings for structural information.
   B) Furnish and install reinforcing bars in concrete slabs as required.
   C) Furnish and install structural steel at new openings in exterior walls.
   D) Furnish and install new structural steel at roof for water tank.
5.2 Miscellaneous Metal
   A) Furnish and install steel lintels in new masonry openings as required.
   B) Furnish and install metal rails at stairs.
   C) Miscellaneous ductwork associated with ventilation systems.
6. Carpentry
6.1 Rough Carpentry
   A) Furnish and install non-combustible framing as required for the new partitions.
   B) Furnish and install all backing as required for all trim and specialty items.
   C) Furnish and install non-combustible framing as required for ceiling and soffits.
6.2 Finish Carpentry
   A) Furnish and install base, wainscot, casing, etc. as called as required.
   B) Refer to interior design drawings for finish requirements.
   C) Furnish and install rods and shelves in closets and storage rooms as required.
7. Thermal and Moisture Protection
   A) Waterproof and seal all exposed surfaces — windows and HVAC sleeves, wall penetrations as required.
   B) Provide proper waterproofing and pitch pockets at all roof penetrations as required.
   C) Provide batt thermal insulation at all exterior wall surfaces with vapor barrier at interior side.
8. Doors, Windows, and Glass
   A) Furnish and install all doors and frames as shown on plans and door schedule.
   B) Furnish and install sliding doors and frames as shown on plans and door schedule.
   C) Furnish and install mirrors in toilet rooms as shown on plans.
9. Finishes
   A) Refer to interior design drawings for additional information and schedules.
9.1 Gypsum Wallboard Partitions and Ceilings
   A) Construct drywall partitions as indicated. Securely fasten all partitioning to the floor and underside of structure above. Install 20 gauge studs at all door opening and make provision for electrical and other services. Installation shall be in accordance with manufacturer's written instructions. Provide appropriate drywall metal trim accessories of sizes required for a complete partitioning installation including external partition corners, exposed tape edges around openings and where drywall abuts or intersects dissimilar construction. Tape, spackle, sand etc. joints and holes and leave exposed surfaces ready for painting. Acoustical insulation shall be installed in all partitions indicated and shall be semi-rigid unjacketed fiberglass batts, 1/8" wider than stud spacing.
   B) Install GWB ceiling and fascias in accordance with manufacturer's written instructions.
9.2 Painting
   A) Provide one (1) prime coat and two (2) finish coats of an alkyd base enamel. Where new metal doors and frames are factory primed apply two (2) finish coats of semi-gloss alkyd base enamel. Prepare all surfaces for painting. Clean surfaces thoroughly of oil, grease, dirt, dust, etc. Fill irregularities and sand to smooth hard finish.
9.3 Carpeting
   A) Furnish and install carpeting in all areas as indicated. Carpeting shall be installed in accordance with manufacturer's printed instructions. Carpeting shall be as indicated on interior design drawings.
9.4 Ceramic Tile
   A) Furnish and install ceramic tile as shown on plans and finish schedule on interior design drawings.
10. Specialties
10.1 Toilet Accessories
   A) Furnish and install the following toilet accessory items in accordance with the schedule on interior design drawings.
10.2 Grab Bars
   A) Furnish and install "Franklin Brass" 1 1/2 diameter S.S. grab bars in toilets as shown on plans.
11. Equipment
11.1 Cabinets and Countertops
   A) Furnish and install plastic laminate cabinets as shown on interior design drawings.
   B) Furnish and install plastic laminate countertops and (L) height backsplash as shown on plans.
11.2 Food Service Equipment
   A) Appliances (N.I.C.)
11.3 Laundry Equipment
   A) Appliances (N.I.C.)
12. Furnishings Blinds (N.I.C.)
13. Special Construction Not in Contract
14. Mechanical Refer to engineering drawings
14.1 Heating, Ventilating Refer to engineering drawings
14.3 A/C Refer to engineering drawings
14.4 Plumbing Refer to engineering drawings
15. Electrical Refer to engineering drawings
16. Structure Refer to engineering drawings

GENERAL REPLACEMENT NOTES

A. GENERAL REPLACEMENT
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]

B. PLUMBING REPLACEMENT
1. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL EXISTING PLUMBING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, PIPING AND EQUIPMENT WITH A DETAILED FIELD SURVEY. WHERE EXISTING EQUIPMENT SCHEDULED TO REMAIN IS LOCATED IN A WALL AND/OR CEILING SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL INCORPORATE IN HIS BID A PRICE FOR RELOCATING THE EQUIPMENT WITH ALL ASSOCIATED PLUMBING, VENTING, FITTINGS, ETC. IN ORDER TO INSURE PROPER OPERATION OF RELOCATION EQUIPMENT. WHERE EXISTING PLUMBING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, EQUIPMENT, ETC. ARE LOCATED IN WALLS AND/OR CEILINGS SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL DISCONNECT AND REMOVE. ALL RELATED PIPING, PLUMBING AND VENTING SHALL BE PROPERLY CAPPED AND CONCEALED WITHIN REMAINING WALLS OR NEWLY FURRED SPACES.

C. ELECTRICAL REPLACEMENT
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]

MULTIPLE DWELLING NOTES

1. THE PREMISES SHALL COMPLY WITH THE PROVISIONS OF ARTICLE 7 OF THE MULTIPLE DWELLING LAW. (MDL) AND WITH ALL APPLICABLE MULTIPLE DWELLING RULES AND REGULATIONS COOKING APPARATUS SHALL BE FIRE-RETARTED OR COVERED WITH FIRE PROOFING MATERIAL AS REQ'D.
2. PREMISES TO COMPLY WITH SEC 33 MDL: COOKING SPACES:
   A) CEILINGS AND WALLS, EXCLUSIVE OF DOORS SHALL BE FIRE-RETARTED.
   B) ALL COMBUSTIBLE MATERIALS WITHIN 1'-0" OF GAS RANGES SHALL BE FIRE RATARDED WITH 5/8" FC-60 GYPSUM BOARD
   C) THERE SHALL ALWAYS BE AT LEAST TWO FEET OF CLEAR SPACE ABOVE ANY EXPOSED COOKING SURFACE.
   D) KITCHENETTES SHALL HAVE MECHANICAL VENTILATION OF 120 CFM. MIN. AND 80 SF MAX. AREA AND ALSO 26 GAUGE SHEET METAL, OR WITH FIRE RESISTIVE MATERIAL OF EQUIVALENT RATING.
3. PREMISES TO COMPLY WH SEC 37 MDL: ARTIFICIAL HALL LIGHTING.
   A) ENTRY VESTIBULE, STAIRS AND PUBLIC HALLS SHALL BE PROVIDED WITH LIGHTS, EACH OF AT LEAST 60 WATTS, INCANDESCENT OR 20 WATTS FLUORESCENT.
4. PREMISES TO COMPLY WITH SEC 50-A MDL: ENTRANCE: DOORS, LOCKS AND INTER-COMMUNICATION SYSTEM:
   A) BUILDING ENTRANCES AND ALL OTHER ENTRANCES SHALL BE EQUIPPED WITH APPROVED TYPE AUTOMATIC, SELF-CLOSING AND SELF LOCKING UNITS.
   B) EVERY CLASS "A" MD CONTAINING EIGHT OR MORE APARTMENTS SHALL BE EQUIPPED WITH AN APPROVED TYPE INTER-COMMUNICATION SYSTEM LOCATED AT AN AUTOMATIC SELF-LOCKING DOOR, GIVING ACCESS TO MAIN ENTRANCE HALL OR LOBBY.
5. PREMISES TO COMPLY WITH SEC 51 MDL: SHAFTS, ELEVATOR AND DUMBWAITERS.
   A) PEEPHOLES TO BE PROVIDED IN THE INTERVIEWERS AT ALL APARTMENT DOORS PER SEC. 51A.
   B) MIRRORS SHALL BE PROVIDED IN PASSENGER ELEVATOR PER SEC 51B
6. PREMISES TO COMPLY WITH SEC 84 MDL: LIGHTING, GAS METERS; GAS
   A) GAS RANGES TO BE A.G.A. OR BS&A APPROVED.
7. PREMISES TO COMPLY WITH SEC 76 MDL: WATER-CLOSET AND BATH ACCOMODATIONS.
   A) THE FLOOR OF EVERY BATHROOM SHALL BE MADE WATERPROOF WITH MATERIAL APPROVED BY THE DEPARTMENT, AND SUCH WATERPROOFING SHALL EXTEND SIX INCHES OR MORE ABOVE THE FLOOR, EXCEPT AT DOORS.
   B) THE WALLS OF EVERY BATHROOM SHALL BE MADE OF WATER RESISTANT GYPSUM BOARD, (BSA CAL 486-39 SM).
   C) BATHROOM SHALL BE EQUIPPED WITH AT LEAST ONE LAWFUL WINDOW. SUCH WINDOW SHALL BE AT LEAST THREE FEET IN AREA AND SHALL BE MADE THAT HALF OF ITS AREA CAN BE READILY OPENED; OR SHALL BE EQUIPPED WITH MECHANICAL VENTILATION.
8. PREMISES TO COMPLY WITH SEC 77 MDL: PLUMBING AND DRAINAGE.
   A) ALL COURTS, ROOFS, YARDS, AND AREA WAYS SHALL BE PROPERLY DRAINED.
9. THE PREMISES SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE MULTIPLE DWELLING LAW

SECTION 29: PAINTING OF COURTS AND SHAFTS
SECTION 31: SIZE OF ROOMS
SECTION 34: ROOMS IN BASEMENT AND CELLAR
SECTION 52: STAIRS
SECTION 53: FIRE-ESCAPES
SECTION 57: BELLS, MAIL RECEPTACLES
SECTION 58: INCOMBUSTIBLE MATERIAL
SECTION 62: PARAPETS, GUARD RAILINGS
SECTION 75: WATER SUPPLY
SECTION 78: REPAIRS
SECTION 79: HEATING
SECTION 80: CLEANLINESS
SECTION 81: RECEPTACLES FOR WASTER MATTER
SECTION 83: JANITOR OR HOUSEKEEPER

BUILDING CODE INFORMATION

- EXISTING C.O. / [illegible]
- RENOVATE EXISTING APARTMENT 2D,3D,9D,4F & 7F
- OCCUPANCY GROUP = CLASS "A" MULTIPLE DWELLING (DATE: [illegible])
- USE GROUP = RESIDENTIAL

FIRE RESISTANCE SCHEDULE (PER 1968 NYC CODE TABLE 3-4)

CONSTRUCTION GROUP - CLASS 1 FIREPROOF

CONSTRUCTION ELEMENT		FIRE RATING (HRS)
EXTERIOR WALLS	[illegible]	2 HR
INTERIOR BEARING WALLS		1 HR
VERTICAL EXITS & SHAFTS		2 HR
COLUMNS, GIRDERS	SUPPORTING ONE FLOOR	1 HR
	SUPPORTING MORE THAN ONE FLOOR	1 HR
FLOOR CONSTRUCTION INCLUDING BEAMS		1 HR
ROOF CONSTRUCTION		3/4 HR

SCOPE OF WORK

1. ALL PLAN DIMENSIONS ARE FINISH TO FINISH UNLESS OTHERWISE INDICATED.
2. CONTRACTOR TO VERIFY ALL EXISTING FIELD DIMENSIONS AND CONDITIONS AND COMPARE WITH INFORMATION ON DRAWINGS. NOTIFY ARCHITECT IN WRITING OF ANY DISCREPANCIES IF DIMENSIONS DIFFER FROM THAT INDICATED ON DRAWINGS.
3. ALL EXISTING UNDAMAGED AND UNALTERED WOOD FLOORING TO REMAIN AND BE SANDED/ REFINISHED WITH MINIMUM OF THREE COATS POLYURETHANE. SCOPE OF FLOOR FINISHING TO BE SPECIFIED BY OWNER. REPLACE WOOD FLOORING AT ALTERATION AREA AND WHERE PREVIOUSLY DAMAGED OR DAMAGED OR DURING CONSTRUCTION.
4. PROVIDE AND INSTALL NEW WOOD FLOORING TO MATCH EXISTING IN ALL LOCATIONS WHERE WOOD FLOOR HAS BEEN DAMAGED DUE TO WATER LEAKS, AND TO BE SANDED/REFINISHED WITH MINIMUM OF THREE COATS POLYURETHANE. SCOPE OF FLOOR FINISHING TO BE SPECIFIED BY OWNER
5. REMOVE, PROVIDE AND INSTALL NEW BASEBOARD ON ALL PARTITIONS TO BE SELECTED BY OWNER.
6. SMOOTH AND REFINISH WITH PLASTER/JOINT COMPOUND CEILINGS AT LOCATIONS WHERE PARTITIONS HAVE BEEN REMOVED. NEW PAINT WITH ONE COAT PRIMER AND TWO COATS LATEX FLAT FINISH IN COLOR SPECIFIED BY OWNER
7. REPLACE ALL DOORS, HARDWARE, MOLDINGS, CASINGS, TRIM THROUGHOUT APARTMENT. EXPOSED PLASTER/GWB SURFACES IN KITCHEN AND BATHROOMS TO RECEIVE TWO COATS SEMI GLOSS PAINT IN COLORS SELECTED BY OWNER.
8. ALL NEW AND EXISTING PLASTER/GWB TO RECEIVE ONE LATEX PRIME COAT AND TWO SATIN EGGSHELL FINISH COATS EXCEPT AS OTHERWISE INDICATED. COLOR TO BE
9. SCOPE OF ELECTRICAL WORK INCLUDING REPLACEMENT OF EXIST. LIGHT FIXTURES, LOCATION OF FIXTURES, SWITCHES, OUTLETS, TELEPHONE CABLE TV RECEPTACLES TO REMAIN UNCHANGED.
10. EXTENT OF CARPETING TO REMAIN AND OR BE INSTALLED TO BE PROVIDED BY OWNER.
11. FINISH FACE OF ALL LAMINATED PARTITIONS TO ALIGN WITH FINISH FACE OF EXISTING PARTITIONS
12. PROVIDE NEW SMOKE CARBON MONOXIDE DETECTORS IN ALL LOCATIONS REQUIRED BY CODE.
13. INSTALL KITCHEN FLOOR AS SELECTED BY OWNER. REPLACE KITCHEN BASE AND UPPER CABINETS ALONG WITH COUNTERS REPLACE EXISTING KITCHEN SINK, APPLIANCES IN ACCORDANCE WITH DRAWING.
14. REPLACE BATHROOM FIXTURES IN ALL BATHROOMS AS INDICATED ON DRAWINGS REPLACE BATHROOM FLOOR AND WALL TILES IN ALL BATHROOMS.

TENANT PROTECTION PLAN (AS PER 28-104.8.4)

1. CONSTRUCTION WORK WILL BE CONFINED TO THE APARTMENT INTERIOR, AND WILL NOT CREATE DUST, DIRT, OR OTHER SUCH INCONVENIENCES TO OTHER APARTMENT UNITS WITHIN THE BUILDING.
2. CONSTRUCTION OPERATION—WILL NOT BLOCK HALLWAYS OR MEANS OF EGRESS FOR TENANTS OF BUILDING.
3. CONSTRUCTION OPERATIONS WILL NOT INVOLVE INTERRUPTION OF HEATING, WATER, OR ELECTRICAL SERVICES TO OTHER TENANTS OF THE BUILDING.
4. CONSTRUCTION OPERATION WILL BE CONFINED TO NORMAL WORKING HOURS: 8 A.M. TO 5 P.M. MONDAYS THROUGH FRIDAYS, EXCEPT LEGAL HOLIDAYS.
5. EGRESS
   AT ALL TIMES IN THE COURSE OF CONSTRUCTION PROVISION IS MADE FOR ADEQUATE EGRESS, AS REQUIRED BY THE CODE. REQUIRED EGRESS MUST NOT BE OBSTRUCTED AT ANY TIME. EXISTING EGRESS WILL REMAIN UNCHANGED. ALL WORK PROPOSED IS LIMITED TO WITHIN SINGLE DWELLING UNITS.
6. FIRE SAFETY
   ALL NECESSARY LAWS AND CONTROLS AS WELL AS ANY ADDITIONAL SAFETY MEASURES NECESSITATED BY THE CONSTRUCTION SHALL BE STRICTLY OBSERVED. WORK IS LIMITED TO WITHIN THE EXISTING APARTMENT. THERE SHALL BE NO WORK BEYOND SHOWN ON THE DRAWINGS AND EXISTING FIRE RATING BETWEEN APARTMENTS WILL REMAIN UNCHANGED.
7. HEALTH REQUIREMENTS
   PROVISION FOR CONTROL OF DUST, DISPOSAL OF CONSTRUCTION DEBRIS, PEST CONTROL AND MAINTENANCE OF SANITARY FACILITIES, AND LIMITATION OF NOISE TO ACCEPTABLE LEVELS SHALL BE INCLUDED.
8. SERVICES/ COMPLIANCE WITH HOUSING STANDARDS
   CONTINUATION OF ESSENTIAL SERVICES AS REQUIRED BY THE NEW YORK CITY BUILDING CODE AND HOUSING CODE AND THE STATE MULTIPLE DWELLING LAW.
9. STRUCTURAL STABILITY
   NO WORK TO BE DONE WHERE THERE MIGHT BE ANY DANGER TO OCCUPANTS DUE TO STRUCTURAL WORK.
10. PLANS
    PLANS SUBMITTED BY THE APPLICANT SHALL SHOW COMPLIANCE WITH THE ABOVE ITEMS DURING CONSTRUCTION. DETAILS SUCH AS TEMPORARY FIRE-RATED ASSEMBLIES AND OPENING PROTECTIVES SHALL BE INCLUDED.
11. NOISE RESTRICTIONS
    WHERE HOURS OF THE DAY OR DAYS OF WEEK IN WHICH CONSTRUCTION WORK MAY BE UNDERTAKEN ARE LIMITED PURSUANT TO THE NEW YORK CITY NOISE CONTROL CODE, SUCH LIMITATIONS SHALL BE STATED.

SMOKE/CARBON MONOXIDE DETECTOR NOTES

1. EACH DWELLING UNIT SHALL BE EQUIPPED WITH AN APPROVED TYPE SMOKE/CARBON MONOXIDE DEVICE RECEIVING PRIMARY POWER FROM THE BUILDING WIRING WITH NO SWITCHES IN THE CIRCUIT OTHER THAN THE OVER CURRENT DEVICE PROTECTING THE BRANCH CIRCUIT.
2. SMOKE/CARBON MONOXIDE DETECTORS MUST BE EITHER THE IONIZATION-CHAMBER TYPE OR THE PHOTOELECTRIC DETECTOR TYPE.
3. ALL SMOKE/CARBON MONOXIDE DETECTORS MUST BE INSTALLED WITHIN 15'-0" OF THE ENTRANCE OF ANY SLEEPING ROOM, WALL OR CEILING MOUNTED AS INDICATED ON PLAN AS PER N.F.P.A. [illegible]
4. A CERTIFICATE OF SATISFACTORY INSTALLATION SHALL BE FILED WITH THE NYC DEPT. OF BUILDINGS DIVISION OF CODE ENFORCEMENT AFTER INSTALLATION

GENERAL NOTES

1. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODE AND ALL APPLICABLE STATE CODES, FEDERAL REGULATIONS, NFPA 101, THE NATIONAL BOARD OF FIRE UNDERWRITERS AND ALL APPLICABLE LOCAL LAWS AND REGULATIONS.
2. ALL FINISHES AND MATERIALS USED, MUST COMPLY WITH THE FLAME SPREAD RATINGS, FIRE AND SMOKE REGULATIONS REQUIRED BY ALL FEDERAL, STATE, LOCAL CODES IN ADDITION TO THE N.F.P.A. REGULATIONS.
3. ALL REQUIREMENTS OF LOCAL, STATE, AND FEDERAL CODES PERTAINING TO THE PHYSICALLY HANDICAPPED SHALL APPLY TO THE CONTRACT INCLUDING ALL REQUIREMENTS OF ANSI WITH RESPECT TO STAIRS, HANDRAILS, TOILETS, MOUNTING HEIGHTS, ETC.
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA REQUIREMENTS.
5. OBTAIN ALL PERMITS AND PAY ALL FEES REQUIRED BY LOCAL LAWS, ORDINANCES AND REGULATIONS PERTAINING TO THIS WORK.
6. ALL EQUIPMENT SUPPLIED BY THE CONTRACTOR SHALL HAVE APPROVAL FOR USE IN THE CITY OR TOWN HAVING JURISDICTION
7. PROVIDE EXIT SIGNS AS REQUIRED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
8. AFFIDAVITS FOR CONTROLLED AND SEMI-CONTROLLED INSPECTIONS SHALL BE FILED IN ACCORDANCE WITH LOCAL LAWS AND CODES AS REQUIRED FOR THIS PROJECT.
9. EXISTING LINES OTHER THAN THOSE INDICATED ON THESE DRAWINGS MAY BE IN THE BUILDING. THE CONTRACTOR IS WARNED TO PROCEED WITH CAUTION WITH ALL WORK, ESPECIALLY WITH EXCAVATION WORK. HE IS TO MAKE ALL POSSIBLE INVESTIGATIONS AS TO POSSIBLE UNMARKED UTILITY LINES.
10. CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD COVERING OR AFFECTING THE WORK. HE SHALL OBTAIN AND VERIFY ALL DIMENSIONS TO INSURE PROPER STRENGTH, FIT, AND LOCATION AND SHALL REPORT TO THE ARCHITECT ANY AND ALL CONDITIONS WHICH MAY INTERFERE WITH OR OTHERWISE AFFECT PROPER COMPLETION OF THE WORK. DRAWINGS SHALL NOT BE SCALED.
11. LAYOUT OF WORK: THE CONTRACTOR SHALL LAYOUT HIS WORK FROM THE DIMENSIONS SHOWN ON THE DRAWINGS AND SHALL BE RESPONSIBLE FOR ALL MEASUREMENTS IN CONNECTION THEREWITH AND SHALL ADVISE THE ARCHITECT IN WRITING OF ANY AND ALL DISCREPANCIES OR CONFLICTS PRIOR TO COMMENCING THE ACTUAL WORK.
12. ALL WORK SHALL BE CONSIDERED TO BE EXISTING EXCEPT WHERE INDICATED TO BE NEW WORK.
13. FURNISH AND INSTALL ALL FIRE EXTINGUISHERS REQUIRED BY THE LOCAL FIRE DEPT. AND BUILDING CODES AND LOCATE WHERE SHOWN ON THE ARCHITECTURAL DRAWINGS OR AS DIRECTED BY THE ARCHITECT IN THE FIELD.

PROGRESS INSPECTIONS

1.)	FIRESTOP, DRAFTSTOP & FIREBLOCK SYSTEMS AS PER BC 1704.25
2.)	FINAL INSPECTION AS PER DUR. 14/TB

LEGEND OF MATERIALS

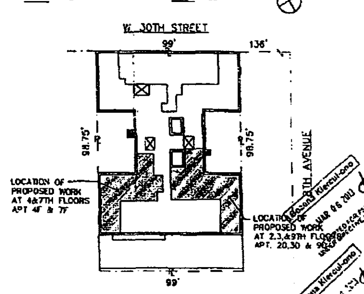
SYMBOLS		DESCRIPTION
(dashed double line)	—	EXISTING PARTITION TO BE REMOVED
(double line)	—	EXISTING PARTITION TO REMAIN
(hatched double line)	—	NEW INT. PARTITION - (1) LAYER 5/8" GYP. BD. EA. SIDE ON METAL STUDS @ 16" O.C.
(SD)	—	NEW APPROVED CEILING MTD. SMOKE/CO DETECTOR

NOTE : CONTRACTOR TO VERIFY EXISTING CONDITIONS IN FIELD AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

NO CHANGE TO EGRESS, USE, OR OCCUPANCY UNDER THIS APPLICATION

BLOCK: 753
LOT: 48

ZONE: R8B
MAP: 8D



1 PLOT DIAGRAM
NOT TO SCALE

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC
308 - 312 WEST 30TH STREET
NEW YORK, NY 10001
TEL
FAX

ARCHITECT
MATT MARKOWITZ ARCHITECT, P.C.
[illegible] 5TH AVENUE, SUITE 1900
NEW YORK, NY 10017
TEL 212-[illegible]
FAX 212-[illegible]

NOTES / LEGEND

SYMBOL	DESCRIPTION
[illegible]	[illegible]

LIST OF DRAWINGS

A-000.00 TITLE SHEET, NOTES, PLAN & SPECIFICATIONS
A-100.00 EXIST./DEMOLITION PLAN APT. 2D,3D,9D,4F & 7F
A-101.00 PROPOSED FLOOR PLAN APT. 2D,3D,9D,4F & 7F
A-102.00 PROPOSED RCP PLAN APT. 2D,3D,9D,4F & 7F
A-200.00 MISCELLANEOUS DETAILS

REGISTERED ARCHITECT MATT S. MARKOWITZ 022409 STATE OF NEW YORK

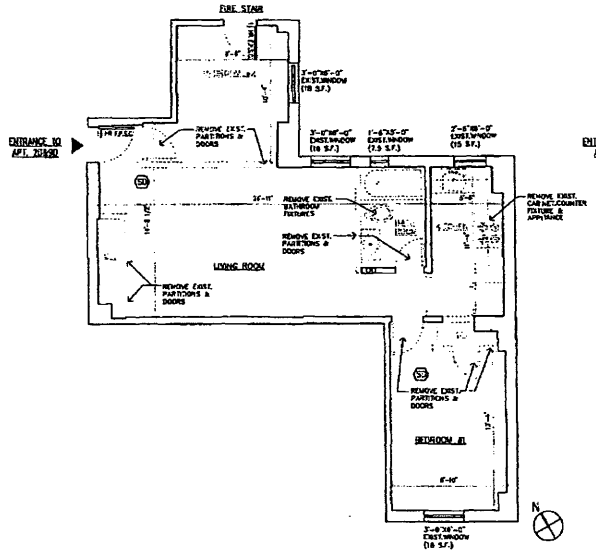
TITLE SHEET, NOTES, PLAN & SPECIFICATIONS

DATE: 3-14-2013

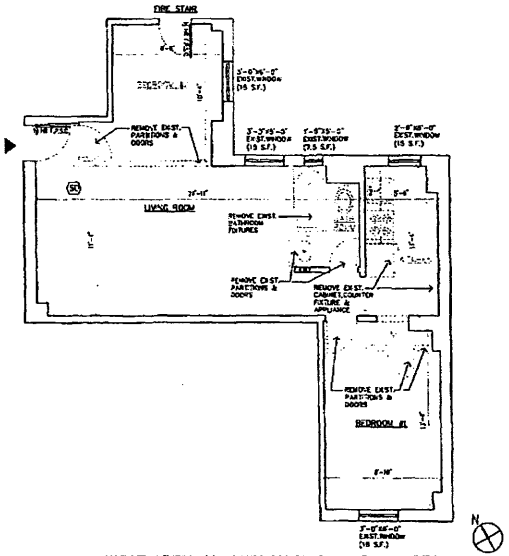
A-000.00

1 of 5

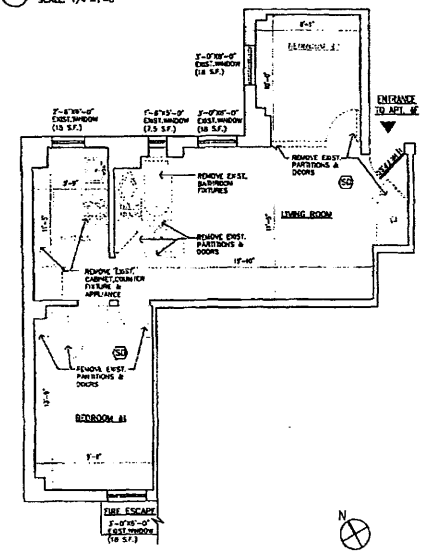
318



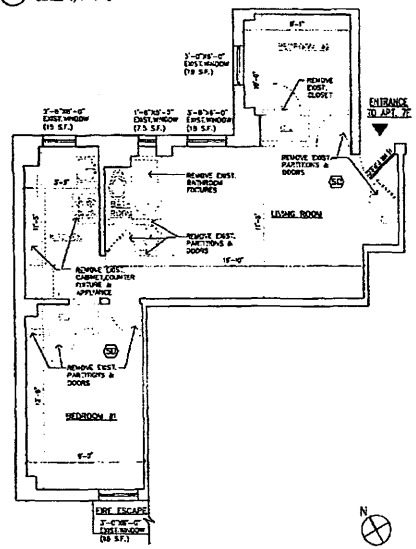
1 EXIST. / DEMOLITION PLAN AT APT. 2D & 9D (583 SF.)
SCALE: 1/4"=1'-0"



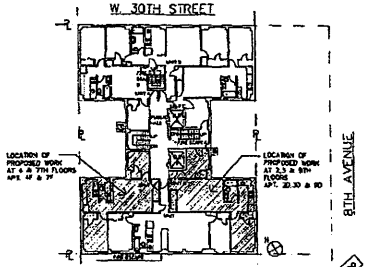
2 EXIST. / DEMOLITIONPLAN AT APT. 3D (583 SF.)
SCALE: 1/4"=1'-0"



3 EXIST. / DEMOLITION PLAN AT APT. 4F (516 SF.)
SCALE: 1/4"=1'-0"



4 EXIST. / DEMOLITION PLAN AT APT. 7F (516 SF)
SCALE: 1/4"=1'-0"



KEY PLAN

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC.
308 - 312 WEST 30TH STREET
NEW YORK, NY 10001

TEL
FAX

ARCHITECT
MATT MARKOWITZ ARCHITECT, P.C.
307 5TH AVENUE, SUITE 1202
NEW YORK, NY 10016

TEL: 212-689-0484
FAX: 212-447-1426

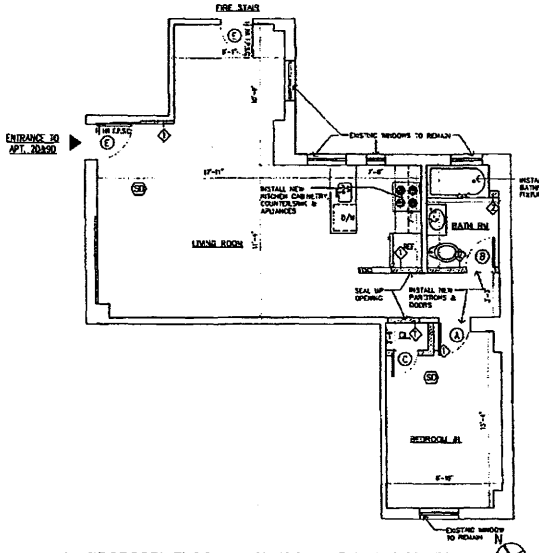
NOTES / LEGEND

SYMBOL DESCRIPTION

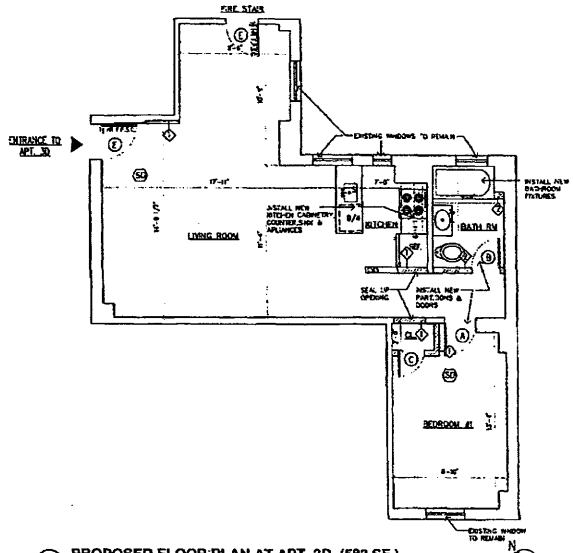
EXIST. / DEMOLITON
FLOOR PLAN AT
APT.2D,3D,9D,4F& 7F

A-100.00

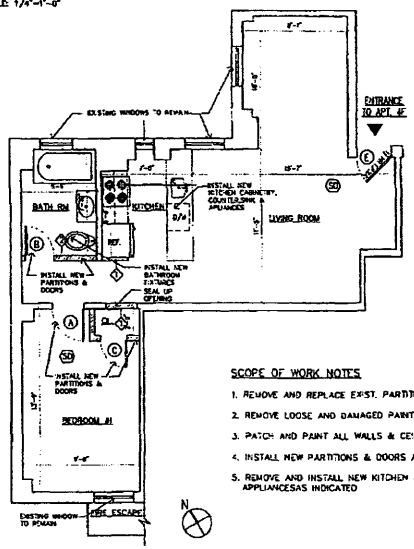
319



1 PROPOSED FLOOR PLAN AT APT. 2D & 9D (583 SF.)
SCALE: 1/4"=1'-0"



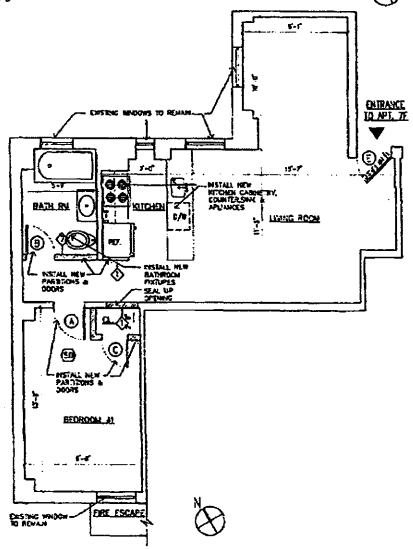
2 PROPOSED FLOOR PLAN AT APT. 3D (583 SF.)
SCALE: 1/4"=1'-0"



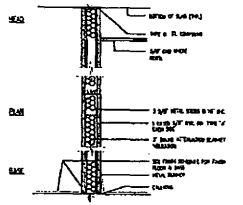
SCOPE OF WORK NOTES

1. REMOVE AND REPLACE EXIST. PARTITIONS AS INDICATED.
2. REMOVE LOOSE AND DAMAGED PAINT, PLASTER AND FINISHES.
3. PATCH AND PAINT ALL WALLS & CEILINGS THROUGHTOUT APT. AS REQUIRED.
4. INSTALL NEW PARTITIONS & DOORS AS INDICATED..
5. REMOVE AND INSTALL NEW KITCHEN & BATHROOM CABINET, FIXTURE AND APPLIANCESAS INDICATED

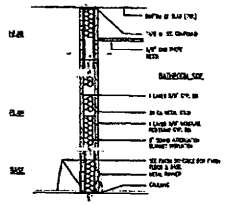
3 PROPOSED FLOOR PLAN AT APT. 4F (516 SF.)
SCALE: 1/4"=1'-0"



4 PROPOSED FLOOR PLAN AT APT. 7F (516 SF.)
SCALE: 1/4"=1'-0"



1 1 HR RATED PARTITION ◇
NOT TO SCALE



2 BATHROOM WALL
NOT TO SCALE

DOOR SCHEDULE

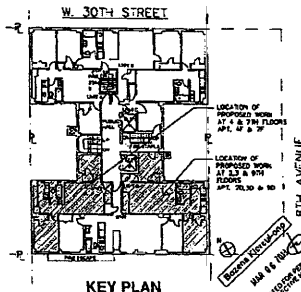
NO.	SIZE	REMARKS	RMK
A	3'-10"x 7'-0"	SOLID WOOD DOOR & WOOD FRAME	
B	2'-6"x 7'-0"	SOLID WOOD DOOR & WOOD FRAME BATHROOM DOOR	
C	2'-6"x 6'-0"	SOLID WOOD DOOR & WOOD FRAME CLOSET DOOR	
E		EXISTING DOOR TO REMAIN	

NOTE: NEW HARDWARE TO BE ADA COMPLIANT HARDWARE AS MANUF. BY BALDWIN LOCKS. REFER TO MANUF FOR SPECIFICATIONS

HARDWARE INFORMATION

ALL HARDWARE SHALL BE HEAVY DUTY RESIDENTIAL GRADE AS APPROVED BY OWNERSHIP WITH HEAVY DUTY LOCKSETS. HARDWARE SHALL BE REPLACED ON ALL NEW DOORS AS INDICATED

SCHEDULE: ALL DOORS TO HAVE:
CLOSER IF REQUIRED
3 SILENCERS



KEY PLAN

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC.
308 – 312 WEST 30TH STREET
NEW YORK, NY 10001
TEL
FAX

ARCHITECT
BATT HARKOWITZ ARCHITECT, P.C.
306 E31 AVENUE, SUITE 1600
NEW YORK, NY 10017
TEL 212-990-0464
FAX 212-627-1489

NOTES / LEGEND

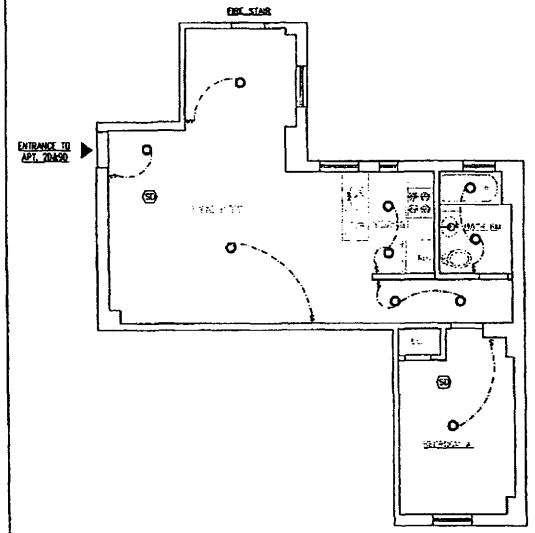
SYMBOL	DESCRIPTION
◇	1HR RATED – SEE PARTITION SCHEDULE
(E)	EXISTING
(50)	NEW SMOKE/CARBON MONOXIDE DETECTOR

REGISTERED ARCHITECT
BATT HARKOWITZ
No. 026629
STATE OF NEW YORK

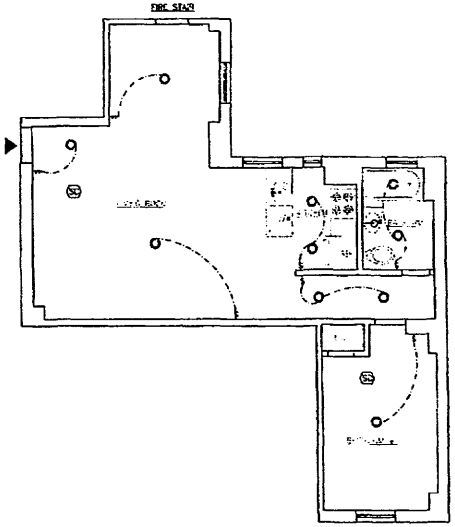
PROPOSED
FLOOR PLAN AT
APT.2D,3D,9D,4F& 7F

A-101.00

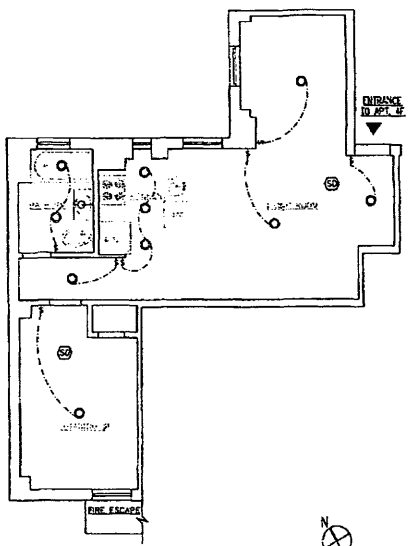
320



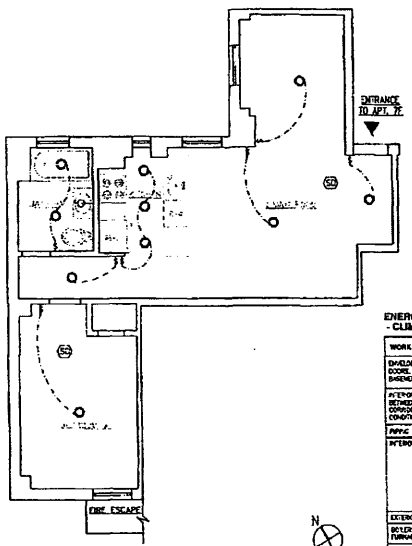
1 PROPOSED RCP PLAN AT APT. 2D & 9D
SCALE: 1/4"=1'-0"



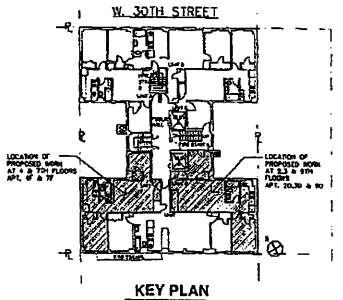
2 PROPOSED RCP PLAN AT APT. 3D
SCALE: 1/4"=1'-0"



3 PROPOSED RCP PLAN AT APT. 4F
SCALE: 1/4"=1'-0"



4 PROPOSED RCP PLAN AT APT. 7F
SCALE: 1/4"=1'-0"



KEY PLAN

APARTMENT 2D,3D & 9D LIGHTING FIXTURE SCHEDULE										TOTALS	
APARTMENT 2C,3D & 9D TOTAL WATTAGE LIGHTING											220 WATTS

APARTMENT 4F & 7F LIGHTING FIXTURE SCHEDULE										TOTALS	
APARTMENT 4F & 7F TOTAL WATTAGE LIGHTING											220 WATTS

ELECTRICAL KEY

ENERGY ANALYSIS FOR ALTERATION II - CLIMATE ZONE4

WORK ITEMS	PROPOSED DESIGNED VALUES	CODE PRESCRIBED VALUE & CITATION
ENVELOPE, VS-DOWN, DOORS, STAIR FRONT, BASEMENT	NA	NA
INTERIOR PARTITIONS BETWEEN CONDITIONED CORRIDOR AND CONDITIONED APARTMENT	NA	NA
PIPING INSULATIONS	NA	NA
INTERIOR LIGHTING	1 WATT/SQ.= 205 SF/1 WATT TOTAL ALLOWED WATTS = 388 WATTS 1 WATT/SQ.= 522 SF/1 WATT TOTAL ALLOWED WATTS = 522 WATTS	MAXIMUM 1.1W/SF. (TABLE 505.5.3)
EXTERIOR LIGHTING	NA	NA
BOILER/HEATING FURNACES	NA	NA
HVAC SYSTEM	NA	NA

ECCC NYC 2011 CONSERVATION CODE STATEMENT

TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THESE PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK CITY 2011 - CHAPTER 05.

WORK TYPES :
OTHER WORK TYPES NOT REGULATED BY THE ECCC: FB, FS, EQ, EC, DT/ANT, DT/SPR, DT/ALARM (ECC 101.3)

DEMOLITION APPLICATION NOT REGULATED BY CODE, SEE (ECC. 101.3)

NO CHANGE IN BUILDING ENVELOPE, PLUMBING, ELECTRICAL OR MECHANICAL UNDER THIS APPLICATION.

ENERGY ANALYSIS
RESIDENTIAL PARTIAL 2ND,3RD & 9TH FLOOR
ALTERATION TO APT. 2D,3D & 9D
FINISHES AND LIGHTING CLIMATE ZONE 4

PARTIAL 2ND FLOOR APT.2D,3D,9D TOTAL WATTAGE LIGHTING	220 WATTS
ALLOWABLE WATT PER SF = 1.0 APT. 2D,3D&9D S.F. = 583 SF	583 SF X 1.0 = 583 WATTS ALLOW.
TOTAL APT. 2D,3D&9D LIGHTING LOAD =	220 WATTS (OK)
HOT & COLD WATER PIPING TO BE INSULATED WITH R-2 PER SEC. 403.3	

ENERGY ANALYSIS
RESIDENTIAL PARTIAL4TH 7 7TH FLOOR
ALTERATION TO APT. 4F & 7F
FINISHES AND LIGHTING CLIMATE ZONE 4

PARTIAL 4TH&7TH FLOOR APT.4F&7F TOTAL WATTAGE LIGHTING	220 WATTS
ALLOWABLE WATT PER SF = 1.0 APT. 4F & 7F S.F. = 516 SF	516 S.F. X 1.0 = 516 WATTS ALLOW.
TOTAL APT. 4F & 7F. LIGHTING LOAD =	220 WATTS (OK)
HOT & COLD WATER PIPING TO BE INSULATED WITH R-2 PER SEC. 403.3	

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC
308 - 312 WEST 30TH STREET
NEW YORK, NY 10001

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ARCHITECT
MATT MARKOWITZ ARCHITECT, P.C.
501 5TH AVENUE, SUITE 1529
NEW YORK, NY 10017

TEL 212-922-1424
FAX 212-922-1429

NOTES / LEGEND

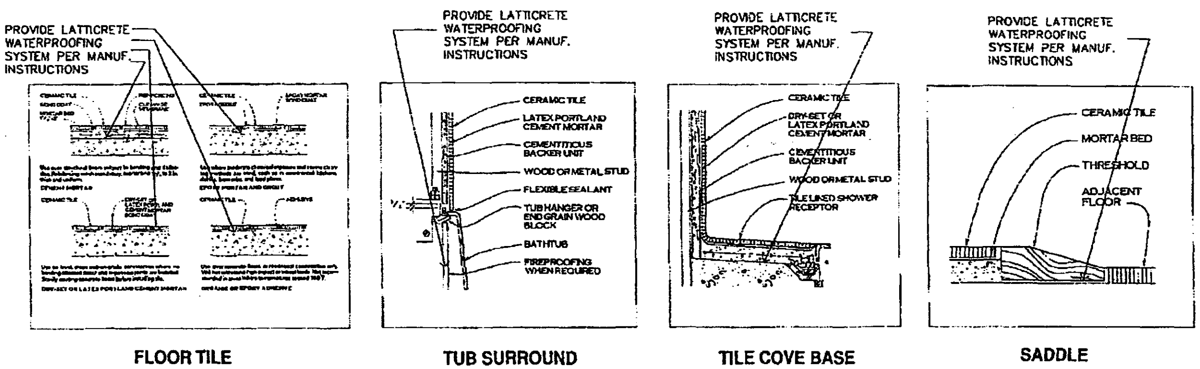
SYMBOL	DESCRIPTION

REGISTERED ARCHITECT MATT A. MARKOWITZ LICENSED PROFESSIONAL 022409 STATE OF NEW YORK

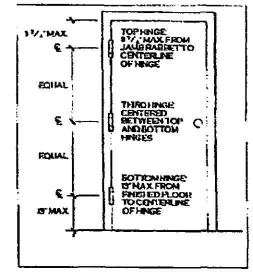
PROPOSED RCP PLAN AT APT.2D,3D,9D,4F & 7F

DATE 9-13-13

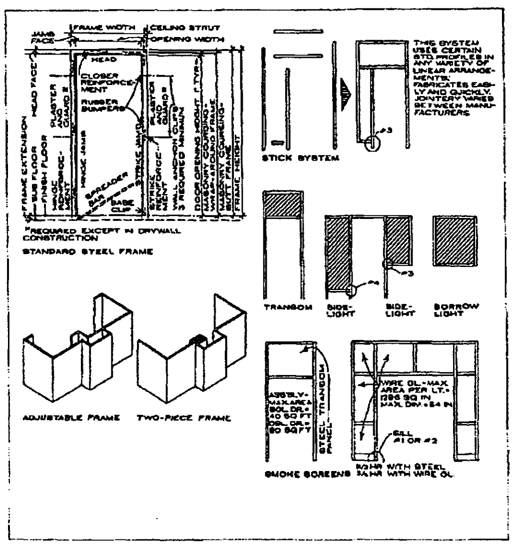
A-102.00



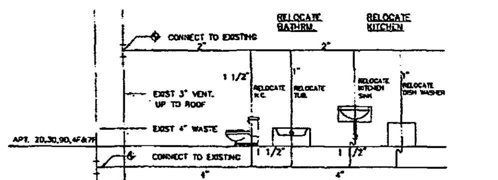
1 CERAMIC TILE INSTALLATION DETAILS
NOT TO SCALE



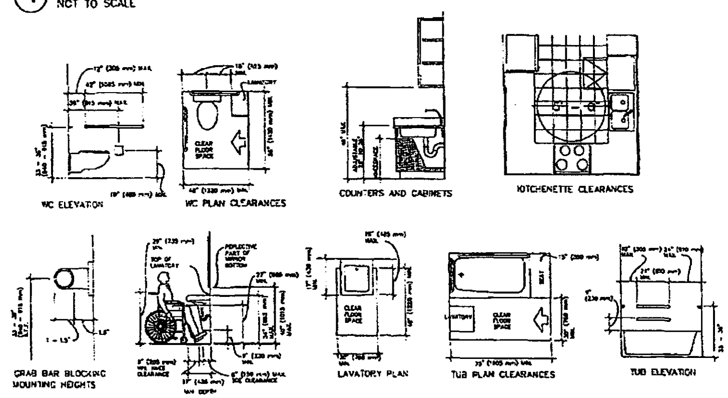
2 HINGE STANDARDS
NOT TO SCALE



3 DOOR FRAMING DETAILS
SCALE: NOT TO SCALE



4 PLUMBING RISER DIAGRAMS
NOT TO SCALE



5 ACCESSIBLE COMPLIANCE DETAILS FOR ADAPTABILITY
NOT TO SCALE

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

NOTES / LEGEND

MISCELLANEOUS DETAILS

A-200.00

322

ALTERATION TO APARTMENTS 5B, 7B, 7E, 8E & 10B LOCATED AT 308-312 WEST 30TH STREET NEW YORK, NY 10001

TECHNICAL SPECIFICATIONS

1. GENERAL CONDITIONS [illegible]
2. Sitework / Demolition [illegible]
3.2 Excavation / 3. Concrete [illegible]
4. Masonry [illegible]
5. Metals [illegible]
6. Carpentry [illegible]
7. Thermal and Moisture Protection [illegible]
8. Doors, Windows, and Glass [illegible]
9. Finishes [illegible]
9.1 Gypsum Wallboard Partitions and Ceilings [illegible]
9.2 Painting [illegible]
9.3 Carpeting [illegible]
9.4 Ceramic Tile [illegible]
10. Specialties [illegible]
10.1 Toilet Accessories [illegible]
10.2 Grab Bars [illegible]
11. Equipment [illegible]
11.1 Cabinets and Countertops [illegible]
11.2 Food Service Equipment [illegible]
11.3 Laundry Equipment [illegible]
12. Furnishings [illegible]
13. Special Construction [illegible]
14. Mechanical — Refer to engineering drawings
15. [illegible] — Refer to engineering drawings
15.3 A/C — Refer to engineering drawings
15.4 Plumbing — Refer to engineering drawings
15. Electrical — Refer to engineering drawings
16. Structural — Refer to engineering drawings

GENERAL REPLACEMENT NOTES

A. GENERAL REPLACEMENT

1. [redacted]

B. PLUMBING REPLACEMENT

1. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL EXISTING PLUMBING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, PIPING AND EQUIPMENT WITH A DETAILED FIELD SURVEY. WHERE EXISTING EQUIPMENT SCHEDULED TO REMAIN IS LOCATED IN A WALL AND/OR CEILING SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL INCORPORATE IN HIS BID A PRICE FOR RELOCATING THE EQUIPMENT WITH ALL ASSOCIATED PLUMBING, VENTING, FITTINGS, ETC. IN ORDER TO INSURE PROPER OPERATION OF RELOCATION EQUIPMENT. WHERE EXISTING PLUMBING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, EQUIPMENT, ETC. ARE LOCATED IN WALLS AND/OR CEILINGS SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL DISCONNECT AND REMOVE. ALL RELATED PIPING, PLUMBING AND VENTING SHALL BE PROPERLY CAPPED AND CONCEALED WITHIN REMAINING WALLS OR NEWLY FURRED SPACES.

C. ELECTRICAL REPLACEMENT

1. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL EXISTING ELECTRICAL LIGHTING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS AND EQUIPMENT WITH A DETAILED FIELD SURVEY AND ARCH. PLANS.
2. WHERE EXISTING ELECTRICAL LIGHTING FIXTURES, DEVICES, MISCELLANEOUS SYSTEMS, EQUIPMENT, ETC. ARE LOCATED IN WALLS AND/OR CEILINGS SCHEDULED TO BE DEMOLISHED, THE CONTRACTOR SHALL ELECTRICALLY DISCONNECT AND REMOVE WITH DEMOLITION.
3. IN GENERAL, THERE SHALL BE NO BLANK OUTLETS LOCATED IN ANY FINISHED AREAS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. CONTRACTOR SHALL PROVIDE ALL HARDWARE, EQUIPMENT, CONDUIT, WIRE, ETC. TO BYPASS ALL OUTLETS THAT FALL WITHIN THIS CATEGORY.
4. MAINTAIN CONTINUOUS SERVICES ON FEEDERS, CIRCUITS OR PARTIAL CIRCUITS, AND OUTLETS AFFECTED BY THIS WORK, EXCEPT WHERE ARCHITECT GIVES WRITTEN PERMISSION FOR OUTAGE FOR SPECIFIED TIME.
5. PROVIDE RECONNECTIONS AND TEMPORARY INSTALLATIONS AS REQUIRED. REMOVE AT JOB COMPLETION.
6. EXISTING CONCEALED CONDUITS NOT INTERFERING WITH THE WORK OF THIS OR ANY OTHER TRADE MAY REMAIN; HOWEVER, WIRING SHALL BE REMOVED FROM PANELBOARDS OR SOURCE OF POWER AND ENDS TAPED. NO LIVE WIRE SHALL BE LEFT IN PLACE.

MULTIPLE DWELLING NOTES

1. THE PREMISES SHALL COMPLY WITH THE PROVISIONS OF ARTICLE 7 OF THE MULTIPLE DWELLING LAW (MDL) AND WITH ALL APPLICABLE MULTIPLE DWELLING RULES AND REGULATIONS. COOKING APPARATUS SHALL BE FIRE-RETARTED OR COVERED WITH FIRE PROOFING MATERIAL AS REQ'D.
2. PREMISES TO COMPLY WITH SEC 33 MDL: COOKING SPACES:
   - A) CEILINGS AND WALLS, EXCLUSIVE OF DOORS SHALL BE FIRE-RETARTED.
   - B) ALL COMBUSTIBLE MATERIALS WITHIN 1'-0" OF GAS RANGES SHALL BE FIRE RATARDED WITH 5/8" FC-60 GYPSUM BOARD
   - C) THERE SHALL ALWAYS BE AT LEAST TWO FEET OF CLEAR SPACE ABOVE ANY EXPOSED COOKING SURFACE.
   - D) KITCHENETTES SHALL HAVE MECHANICAL VENTILATION OF 120 CFM MIN. AND 80 SF MAX. AREA AND ALSO 26 GAUGE SHEET METAL, OR WITH FIRE RESISTIVE MATERIAL OF EQUIVALENT RATING.
3. PREMISES TO COMPLY WITH SEC 37 MDL: ARTIFICIAL HALL LIGHTING.
   - A) ENTRY VESTIBULE, STAIRS AND PUBLIC HALLS SHALL BE PROVIDED WITH LIGHTS, EACH OF AT LEAST 60 WATTS, INCANDESCENT OR 20 WATTS FLUORESCENT.
4. PREMISES TO COMPLY WITH SEC 50-A MDL: ENTRANCE: DOORS, LOCKS AND INTER-COMMUNICATION SYSTEM:
   - A) BUILDING ENTRANCES AND ALL OTHER ENTRANCES SHALL BE EQUIPPED WITH APPROVED TYPE AUTOMATIC, SELF-CLOSING AND SELF LOCKING UNITS.
   - B) EVERY CLASS "A" MD CONTAINING EIGHT OR MORE APARTMENTS SHALL BE EQUIPPED WITH AN APPROVED TYPE INTER-COMMUNICATION SYSTEM LOCATED AT AN AUTOMATIC SELF-LOCKING DOOR, GIVING ACCESS TO MAIN ENTRANCE HALL OR LOBBY.
5. PREMISES TO COMPLY WITH SEC 51 MDL: SHAFTS, ELEVATOR AND DUMBWAITERS.
   - A) PEEPHOLES TO BE PROVIDED IN THE INTERVIEWERS AT ALL APARTMENT DOORS PER SEC. 51A.
   - B) MIRRORS SHALL BE PROVIDED IN PASSENGER ELEVATOR PER SEC 51B.
6. PREMISES TO COMPLY WITH SEC 64 MDL: LIGHTING, GAS METERS: GAS
   - A) GAS RANGES TO BE A.G.A. OR BS&A APPROVED.
7. PREMISES TO COMPLY WITH SEC 76 MDL: WATER-CLOSET AND BATH ACCOMODATIONS.
   - A) THE FLOOR OF EVERY BATHROOM SHALL BE MADE WATERPROOF WITH MATERIAL APPROVED BY THE DEPARTMENT, AND SUCH WATERPROOFING SHALL EXTEND SIX INCHES OR MORE ABOVE THE FLOOR, EXCEPT AT DOORS.
   - B) THE WALLS OF EVERY BATHROOM SHALL BE MADE OF WATER RESISTANT GYPSUM BOARD. (BSA CAL 456-39 SM).
   - C) BATHROOM SHALL BE EQUIPPED WITH AT LEAST ONE LAWFUL WINDOW. SUCH WINDOW SHALL BE AT LEAST THREE FEET IN AREA AND SHALL BE MADE THAT HALF OF ITS AREA CAN BE READILY OPENED; OR SHALL BE EQUIPPED WITH MECHANICAL VENTILATION.
8. PREMISES TO COMPLY WITH SEC 77 MDL: PLUMBING AND DRAINAGE.
   - A) ALL COURTS, ROOFS, YARDS, AND AREA WAYS SHALL BE PROPERLY DRAINED.
9. THE PREMISES SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE MULTIPLE DWELLING LAW

SECTION 29: PAINTING OF COURTS AND SHAFTS
SECTION 31: SIZE OF ROOMS
SECTION 34: ROOMS IN BASEMENT AND CELLAR
SECTION 52: STAIRS
SECTION 53: FIRE-ESCAPES
SECTION 57: BELLS, MAIL RECEPTACLES
SECTION 58: INCOMBUSTIBLE MATERIAL
SECTION 62: PARAPETS, GUARD RAILINGS
SECTION 75: WATER SUPPLY
SECTION 78: REPAIRS
SECTION 79: HEATING
SECTION 80: CLEANLINESS
SECTION 81: RECEPTACLES FOR WASTER MATTER
SECTION 83: JANITOR OR HOUSEKEEPER

BUILDING CODE INFORMATION

- EXISTING C.O. # [illegible]
- PROPOSED EXISTING APARTMENTS 5B, 7B, 10B, 7E & 8E
- OCCUPANCY GROUP = CLASS "A" MULTIPLE DWELLING (DATE: NOV. 18, 1968)
- USE GROUP = RESIDENTIAL

FIRE RESISTANCE SCHEDULE (PER 1968 NYC CODE TABLE 3-4)

CONSTRUCTION GROUP - CLASS I FIREPROOF

CONSTRUCTION ELEMENT		FIRE RATING (HRS)
EXTERIOR WALLS	[illegible]	3 HR.
INTERIOR BEARING WALLS		1 HR.
VERTICAL EXITS & SHAFTS		2 HR.
COLUMNS, GIRDERS	SUPPORTING ONE FLOOR	3 HR.
	SUPPORTING MORE THAN ONE FLOOR	1 HR.
FLOOR CONSTRUCTION INCLUDING BEAMS		1 HR.
ROOF CONSTRUCTION		3/4 HR.

SCOPE OF WORK

1. ALL PLAN DIMENSIONS ARE FINISH TO FINISH UNLESS OTHERWISE INDICATED.
2. CONTRACTOR TO VERIFY ALL EXISTING FIELD DIMENSIONS AND CONDITIONS AND COMPARE WITH INFORMATION ON DRAWINGS. NOTIFY ARCHITECT IN WITH ANY DISCREPANCIES IF DIMENSIONS DIFFER FROM THAT INDICATED ON DRAWINGS.
3. ALL EXISTING UNDAMAGED AND UNALTERED WOOD FLOORING TO REMAIN AND BE SANDED/REFINISHED WITH MINIMUM OF THREE COATS POLYURETHANE. SCOPE OF FLOOR FINISHING TO BE SPECIFIED BY OWNER. REPLACE WOOD FLOORING AT ALTERATION AREA AND WHERE PREVIOUSLY DAMAGED OR DAMAGED OR DURING CONSTRUCTION.
4. PROVIDE AND INSTALL NEW WOOD FLOORING TO MATCH EXISTING IN ALL LOCATIONS WHERE WOOD FLOOR HAS BEEN DAMAGED DUE TO WATER LEAKS, AND TO BE SANDED/REFINISHED WITH MINIMUM OF THREE COATS POLYURETHANE. SCOPE OF FLOOR FINISHING TO BE SPECIFIED BY OWNER.
5. REMOVE, PROVIDE AND INSTALL NEW BASEBOARD ON ALL PARTITIONS TO BE SELECTED BY OWNER.
6. SMOOTH AND REFINISH WITH PLASTER/JOINT COMPOUND CEILINGS AT LOCATIONS WHERE PARTITIONS HAVE BEEN REMOVED. THEN PAINT WITH ONE COAT PRIMER AND TWO COATS LATEX FLAT FINISH IN COLOR SPECIFIED BY OWNER.
7. REPLACE ALL DOORS, HARDWARE, MOLDINGS, CASINGS, TRIM THROUGHOUT APARTMENT. EXPOSED PLASTER/GWB SURFACES IN KITCHEN AND BATHROOMS TO RECEIVE TWO COATS SEMI GLOSS PAINT IN COLORS SELECTED BY OWNER.
8. ALL NEW AND EXISTING PLASTER/GWB TO RECEIVE ONE LATEX PRIME COAT AND TWO SATIN EGGSHELL FINISH COATS EXCEPT AS OTHERWISE INDICATED. COLOR TO BE
9. SCOPE OF ELECTRICAL WORK INCLUDING REPLACEMENT OF EXIST. LIGHT FIXTURES, LOCATION OF FIXTURES, SWITCHES, OUTLETS, TELEPHONE CABLE TV RECEPTACLES TO REMAIN UNCHANGED.
10. EXTENT OF CARPETING TO REMAIN AND OR BE INSTALLED TO BE PROVIDED BY OWNER.
11. FINISH FACE OF ALL UNMARKED PARTITIONS TO ALIGN WITH FINISH FACE OF EXISTING PARTITIONS.
12. PROVIDE NEW SMOKE CARBON MONOXIDE DETECTORS IN ALL LOCATIONS REQUIRED BY CODE.
13. INSTALL KITCHEN FLOOR AS SELECTED BY OWNER. REPLACE KITCHEN BASE AND UPPER CABINETS ALONG WITH COUNTERS. REPLACE EXISTING KITCHEN SINK, APPLIANCES IN ACCORDANCE WITH DRAWING.
14. REPLACE BATHROOM FIXTURES IN ALL BATHROOMS AS INDICATED ON DRAWINGS. REPLACE BATHROOM FLOOR AND WALL TILES IN ALL BATHROOMS.

TENANT PROTECTION PLAN (AS PER 28-104.8.4)

1. CONSTRUCTION WORK WILL BE CONFINED TO THE APARTMENT INTERIOR, AND WILL NOT CREATE DUST, DIRT, OR OTHER SUCH INCONVENIENCES TO OTHER APARTMENT UNITS WITHIN THE BUILDING.
2. CONSTRUCTION OPERATION—WILL NOT BLOCK HALLWAYS OR MEANS OF EGRESS FOR TENANTS OF BUILDING.
3. CONSTRUCTION OPERATIONS WILL NOT INVOLVE INTERRUPTION OF HEATING, WATER, OR ELECTRICAL SERVICES TO OTHER TENANTS OF THE BUILDING.
4. CONSTRUCTION OPERATION WILL BE CONFINED TO NORMAL WORKING HOURS: 8 A.M. TO 5 P.M. MONDAYS THROUGH FRIDAYS, EXCEPT LEGAL HOLIDAYS.
5. EGRESS: AT ALL TIMES IN THE COURSE OF CONSTRUCTION PROVISION IS MADE FOR ADEQUATE EGRESS, AS REQUIRED BY THE CODE. REQUIRED EGRESS MUST NOT BE OBSTRUCTED AT ANY TIME. EXISTING EGRESS WILL REMAIN UNCHANGED. ALL WORK PROPOSED IS LIMITED TO WITHIN SINGLE DWELLING UNITS.
6. FIRE SAFETY: ALL NECESSARY LAWS AND CONTROLS AS WELL AS ANY ADDITIONAL SAFETY MEASURES NECESSITATED BY THE CONSTRUCTION SHALL BE STRICTLY OBSERVED. WORK IS LIMITED TO WITHIN THE EXISTING APARTMENT. THERE SHALL BE NO WORK BEYOND SHOWN ON THE DRAWINGS AND EXISTING FIRE RATING BETWEEN APARTMENTS WILL REMAIN UNCHANGED.
7. HEALTH REQUIREMENTS: PROVISION FOR CONTROL OF DUST, DISPOSAL OF CONSTRUCTION DEBRIS, PEST CONTROL AND MAINTENANCE OF SANITARY FACILITIES AND LIMITATION OF NOISE TO ACCEPTABLE LEVELS SHALL BE INCLUDED.
8. SERVICES/ COMPLIANCE WITH HOUSING STANDARDS: CONTINUATION OF ESSENTIAL SERVICES AS REQUIRED BY THE NEW YORK CITY BUILDING CODE AND HOUSING CODE AND THE STATE MULTIPLE DWELLING LAW.
9. STRUCTURAL STABILITY: NO WORK TO BE DONE WHERE THERE MIGHT BE ANY DANGER TO OCCUPANTS DUE TO STRUCTURAL WORK.
10. PLANS: PLANS SUBMITTED BY THE APPLICANT SHALL SHOW COMPLIANCE WITH THE ABOVE ITEMS DURING CONSTRUCTION. DETAILS SUCH AS TEMPORARY FIRE-RATED ASSEMBLIES AND OPENING PROTECTIVES SHALL BE INCLUDED.
11. NOISE RESTRICTIONS: WHERE HOURS OF THE DAY OR DAYS OF WEEK IN WHICH CONSTRUCTION WORK MAY BE UNDERTAKEN ARE LIMITED PURSUANT TO THE NEW YORK CITY NOISE CONTROL CODE, SUCH LIMITATIONS SHALL BE STATED.

SMOKE/CARBON MONOXIDE DETECTOR NOTES

1. EACH DWELLING UNIT SHALL BE EQUIPPED WITH AN APPROVED TYPE SMOKE/CARBON MONOXIDE DEVICE RECEIVING PRIMARY POWER FROM THE BUILDING WIRING WITH NO SWITCHES IN THE CIRCUIT OTHER THAN THE OVER CURRENT DEVICE PROTECTING THE BRANCH CIRCUIT.
2. SMOKE/CARBON MONOXIDE DETECTORS MUST BE EITHER THE IONIZATION-CHAMBER TYPE OR THE PHOTOELECTRIC DETECTOR TYPE.
3. ALL SMOKE/CARBON MONOXIDE DETECTORS MUST BE INSTALLED WITHIN 15'-0" OF THE ENTRANCE OF ANY SLEEPING ROOM, WALL OR CEILING MOUNTED AS INDICATED ON PLAN AS PER N.F.P.A. [illegible]
4. A CERTIFICATE OF SATISFACTORY INSTALLATION SHALL BE FILED WITH THE NYC DEPT OF BUILDINGS DIVISION OF CODE ENFORCEMENT AFTER INSTALLATION.

GENERAL NOTES

1. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODE AND ALL APPLICABLE STATE CODES, FEDERAL REGULATIONS, NFPA 101, THE NATIONAL BOARD OF FIRE UNDERWRITERS AND ALL APPLICABLE LOCAL LAWS AND REGULATIONS.
2. ALL FINISHES AND MATERIALS USED, MUST COMPLY WITH THE FLAME SPREAD RATINGS, FIRE AND SMOKE REGULATIONS REQUIRED BY ALL FEDERAL, STATE, LOCAL CODES IN ADDITION TO THE N.F.P.A. REGULATIONS.
3. ALL REQUIREMENTS OF LOCAL, STATE, AND FEDERAL CODES PERTAINING TO THE PHYSICALLY HANDICAPPED SHALL APPLY TO THE CONTRACT INCLUDING ALL REQUIREMENTS OF ANSI WITH RESPECT TO STAIRS, HANDRAILS, TOILETS, MOUNTING HEIGHTS, ETC.
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA REQUIREMENTS.
5. OBTAIN ALL PERMITS AND PAY ALL FEES REQUIRED BY LOCAL LAWS, ORDINANCES AND REGULATIONS PERTAINING TO THIS WORK.
6. ALL EQUIPMENT SUPPLIED BY THE CONTRACTOR SHALL HAVE APPROVAL FOR USE IN THE CITY OR TOWN HAVING JURISDICTION.
7. PROVIDE EXIT SIGNS AS REQUIRED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
8. AFFIDAVITS FOR CONTROLLED AND SEMI-CONTROLLED INSPECTIONS SHALL BE FILED IN ACCORDANCE WITH LOCAL LAWS AND CODES AS REQUIRED FOR THIS PROJECT.
9. EXISTING LINES OTHER THAN THOSE INDICATED ON THESE DRAWINGS MAY BE IN THE BUILDING. THE CONTRACTOR IS WARNED TO PROCEED WITH CAUTION WITH ALL WORK, ESPECIALLY WITH EXCAVATION WORK. HE IS TO MAKE ALL POSSIBLE INVESTIGATIONS AS TO POSSIBLE UNMARKED UTILITY LINES.
10. CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD COVERING OR AFFECTING THE WORK. HE SHALL OBTAIN AND VERIFY ALL DIMENSIONS TO INSURE PROPER STRENGTH, FIT, AND LOCATION AND SHALL REPORT TO THE ARCHITECT ANY AND ALL CONDITIONS WHICH MAY INTERFERE WITH OR OTHERWISE AFFECT PROPER COMPLETION OF THE WORK. DRAWINGS SHALL NOT BE SCALED.
11. LAYOUT OF WORK: THE CONTRACTOR SHALL LAYOUT HIS WORK FROM THE DIMENSIONS SHOWN ON THE DRAWINGS AND SHALL BE RESPONSIBLE FOR ALL MEASUREMENTS IN CONNECTION THEREWITH AND SHALL ADVISE THE ARCHITECT IN WRITING OF ANY AND ALL DISCREPANCIES OR CONFLICTS PRIOR TO COMMENCING THE ACTUAL WORK.
12. ALL WORK SHALL BE CONSIDERED TO BE EXISTING EXCEPT WHERE INDICATED TO BE NEW WORK.
13. FURNISH AND INSTALL ALL FIRE EXTINGUISHERS REQUIRED BY THE LOCAL FIRE DEPT. AND BUILDING CODES AND LOCATE WHERE SHOWN ON THE ARCHITECTURAL DRAWINGS OR AS DIRECTED BY THE ARCHITECT IN THE FIELD.

PROGRESS INSPECTIONS

1.) FIRESTOP, DRAFTSTOP & FIREBLOCK SYSTEMS AS PER BC 1704.25
2.) FINAL INSPECTION AS PER DIR. 14/75

LEGEND OF MATERIALS

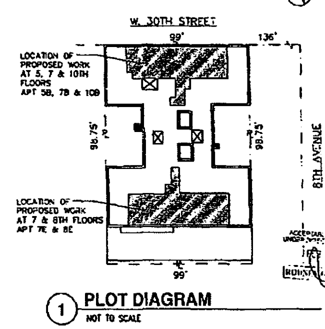
SYMBOLS		DESCRIPTION
- - - -	—	EXISTING PARTITION TO BE REMOVED
═══	—	EXISTING PARTITION TO REMAIN
[hatched]	—	NEW INT. PARTITION — (1) LAYER 5/8" GYP. BD. EA. SIDE ON METAL STUDS @ 16" O.C.
(SD)	—	NEW APPROVED CEILING MTD. SMOKE/CO DETECTOR

NOTE: CONTRACTOR TO VERIFY EXISTING CONDITIONS IN FIELD AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

NO CHANGE TO EGRESS, USE, OR OCCUPANCY UNDER THIS APPLICATION

BLOCK: 753
LOT: 48

ZONE: R8B
MAP: 8D



1 PLOT DIAGRAM
NOT TO SCALE

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC.
308 - 312 WEST 30TH STREET
NEW YORK, NY 10001

ARCHITECT
MATT MARKOWITZ ARCHITECT, P.C.
[illegible]
NEW YORK, NY [illegible]
TEL 212-[illegible]
FAX 212-[illegible]

NOTES / LEGEND

SYMBOL	DESCRIPTION
- - -	[illegible]
═══	[illegible]
◇	[illegible]
⊙	[illegible]
SD	SMOKE / CARBON MONOXIDE DETECTOR
⊕	ELEVATION REFERENCE
⊖	CROSS SECTION REFERENCE
⊙	DETAIL SECTION REFERENCE
SD	NEW COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR

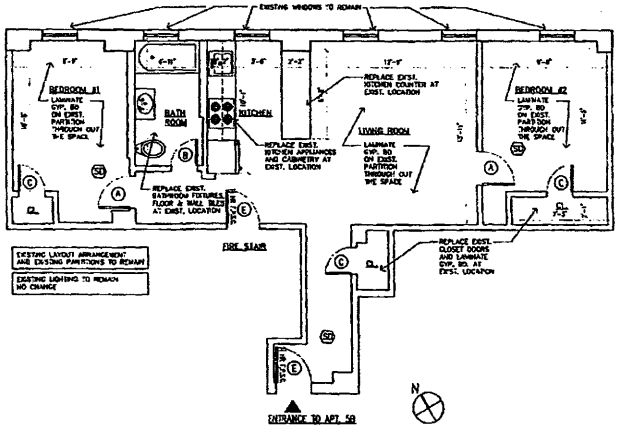
LIST OF DRAWINGS

A-000.00	TITLE SHEET, NOTES, PLAN & SPECIFICATIONS
A-100.00	PLANS 5th APT 5B, 7B, 7E, 8E & 10B
A-200.00	MISCELLANEOUS DETAILS

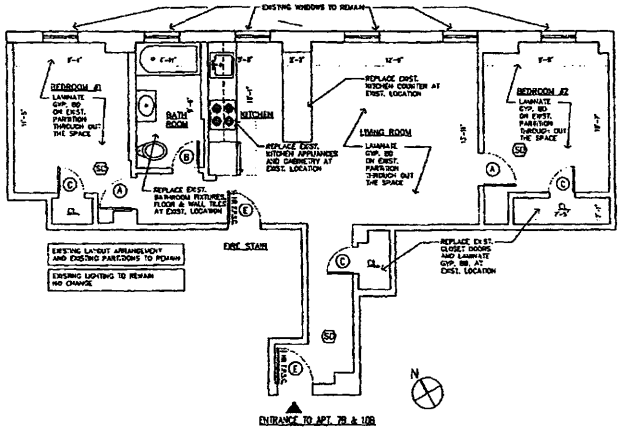
TITLE SHEET, NOTES, PLAN & SPECIFICATIONS

A-000.00

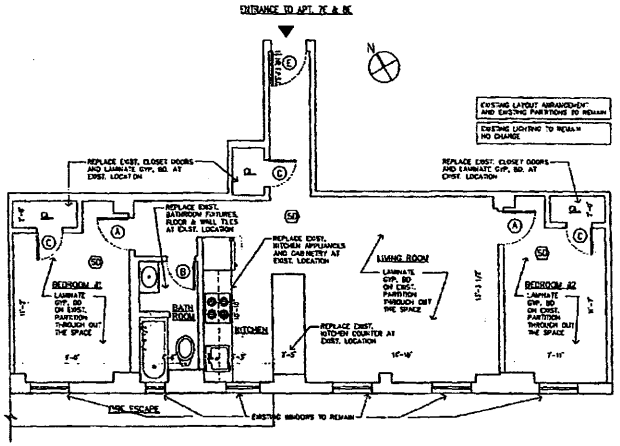
1 of 3



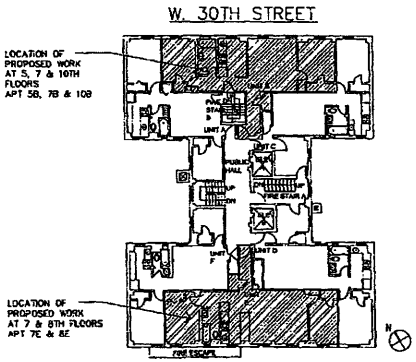
1 **PLAN AT APT. 5B (675 SF.)**
SCALE: 1/4"=1'-0"



2 **TYPICAL PLAN AT APT. 7B & 10B (675 SF.)**
SCALE: 1/4"=1'-0"



3 **TYPICAL PLAN AT APT. 7E & 8E (660 SF.)**
SCALE: 1/4"=1'-0"



4 **KEY PLAN AT TYPICAL 5, 7, 8 & 10TH FLOORS**
NOT TO SCALE

DOOR SCHEDULE

NO.	SIZE	REMARKS	FIRE
A	2'-10"X 7'-0"	SOLID WOOD DOOR & WOOD FRAME	
B	1'-6"X 7'-0"	SOLID WOOD DOOR & WOOD FRAME (W/ MIRROR) DOOR	
C	2'-6"X 7'-0"	SOLID WOOD DOOR & WOOD FRAME (SLIDING DOOR)	-
D	(2) 2'-6"X 6'-8"	SOLID WOOD DOOR & WOOD FRAME (SLIDING DOOR)	
E		EXISTING DOOR TO REMAIN	

NOTE: ALL DOORS TO BE AT LEAST 32" CLEAR OPENING WHEN OPEN AT 90 DEGREES, AS MEASURED BETWEEN THE FACE OF THE DOOR AND THE OPPOSITE STOP. REFER TO DETAILS FOR SPECIFICATIONS.

HARDWARE SPECIFICATION:
ALL HARDWARE SHALL BE HEAVY DUTY RESIDENTIAL GRADE AS APPROVED BY OWNERSHIP WITH NEARBY EXIST LOCKSETS.
HARDWARE SHALL BE REPLACED ON ALL NEW DOORS AS NOTED

SCHEDULE: ALL DOORS TO HAVE:
CLOSER IF REQUIRED
3 SILENCER

SCOPE OF WORK NOTES:
1. LAMINATE GYP. BD ON EXIST. PARTITIONS AS INDICATED.
2. REPAIR LOCAL AND DAMAGED PLANE, PLASTER AND FINISHES.
3. PATCH AND PAINT ALL WALLS & CEILINGS THROUGHOUT APT, AS FLOORED.
4. REPLACE ALL EXIST. INTERIOR DOORS AT EXIST. LOCATIONS AS INDICATED.
5. REPLACE EXIST. BATHROOM FIXTURES AND FINISHES AT EXIST. LOCATION AS INDICATED.
6. REPLACE EXIST. KITCHEN CABINET, FIXTURE AND APPLIANCES AT EXIST. LOCATION AS INDICATED.
7. INSTALL NEW SMOKE / CARBON MONOXIDE DETECTOR AS INDICATED
8. EXIST. PHIXTURE TO REMAIN.
9. EXIST. LIGHTING FIXTURES TO REMAIN
10. EXIST. CEILING TO REMAIN

ECCC NYC 2011 CONSERVATION CODE STATEMENT

TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THESE PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK CITY 2011 : CHAPTER 05.

WORK TYPES :
OTHER WORK TYPES NOT REGULATED BY THE ECCC: FB, FS, EQ, CC, OT/ANT, OT/SPP, OT/MAR (ECC 101.3)

REPLACEMENT OF FINISHES, FIXTURES APPLICATION NOT REGULATED BY CODE, SEE (ECC. 101.3)

NO CHANGE IN BUILDING ENVELOPE, INTERIOR PARTITIONS, PLUMBING, ELECTRICAL, OR MECHANICAL UNDER THIS APPLICATION.

ENERGY ANALYSIS FOR ALTERATION II - CLIMATE ZONE4

WORK ITEMS	PROPOSED DESIGNED VALUES	CODE PRESCRIBED VALUE & CITATION
ENVELOPE, WINDOWS, DOORS, STORE FRONT, BASEMENT	NA	NA
INTERIOR PARTITIONS BETWEEN CONDITIONED CORRIDOR AND CONDITIONED APARTMENT	NA	NA
PIPING INSULATION	NA	NA
INTERIOR LIGHTING	NA	NA

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC.
309 + 312 WEST 30TH STREET
NEW YORK, NY 10001
TEL
FAX

ARCHITECT
MATT MARKOWITZ ARCHITECT, P.C.
39th 8TH AVENUE, SUITE 1909
NEW YORK, NY 10003
TEL 212-752-0444
FAX 212-647-1409

NOTES / LEGEND

SYMBOL	DESCRIPTION
	DEMO WALL TO BE REMOVED
	EXISTING WALL TO BE LAMINATED AT INTERIOR OF APT.
	EXISTING DOOR FRAME AND HARDWARE TO BE REMAIN
	NEW DOOR FRAME AND HARDWARE TO BE REPLACED - TO MATCH EXISTING
	NEW SMOKE DETECTOR AND HARDWARE AS SPECIFIED - AS PER CODE
	WALL TYP. - SEE PARTITION SCHEDULE
	DOOR NUMBER
	LAMINATED GYP. BOARD
	ROOM / CEILING NUMBER AT INTERIOR
	ELEVATION REFERENCE
	CROSS SECTION REFERENCE
	DETAIL SECTION REFERENCE
	NEW COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR

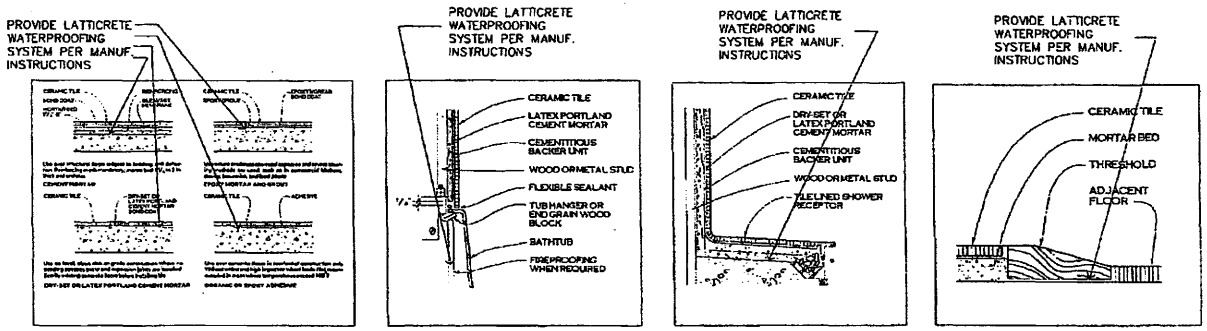
REGISTERED ARCHITECT MATTHEW MARKOWITZ No. 027874 STATE OF NEW YORK

DATE	NO.	REMARKS

FLOOR PLAN AT APT. 5B, 7B, 10B, 7E AND 8E

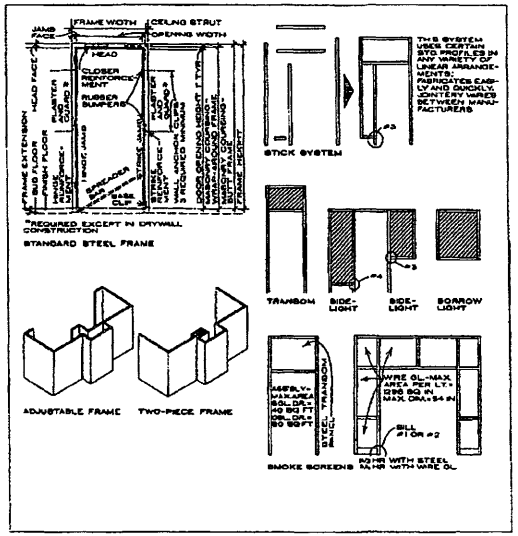
SCALE: AS NOTED
DRAWN BY:
CHECKED BY:
DATE: 12-27-2013
JOB NO.
SHEET NUMBER

A-100.00

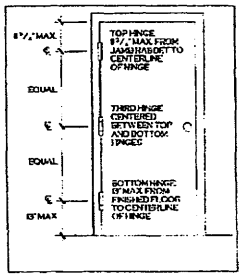


FLOOR TILE | TUB SURROUND | TILE COVE BASE | SADDLE

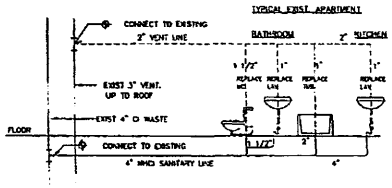
1 CERAMIC TILE INSTALLATION DETAILS
NOT TO SCALE



2 DOOR FRAMING DETAILS
SCALE: NOT TO SCALE



3 HINGE STANDARDS
NOT TO SCALE



4 PARTIAL SANITARY RISER DIAGRAM - TYP. APARTMENT
NOT TO SCALE

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

NOTES / LEGEND

MISCELLANEOUS DETAILS

A-101.00

325

EXHIBIT 4

ASBESTOS REPORT

SINGER
environmental group
ASBESTOS STUDY



308-312 West 30th Street
MANHATTAN, NY

5318 New Utrecht Avenue Brooklyn, New York 11219
T: 718.437.9600 F: 718.437.0082 E: esingenv@aol.com

ASBESTOS STUDY

PROPERTY ADDRESS: 308-312 West 30th Street
Manhattan, NY

PREPARED FOR: ATTORNEY GENERAL
120 BROADWAY
NEW YORK, NY 10271

PREPARED BY: SINGER ENVIRONMENTAL GROUP, LTD
5318 NEW UTRECHT AVENUE
BROOKLYN, NY 11219

DATE: September 10, 2013

INTRODUCTION

Singer Environmental Group, Ltd. was formed to meet the needs of clients wishing to comply with Federal, State and City regulations regarding asbestos abatement requirements as well as the identification of hazardous or potentially toxic chemicals and substances.

SCOPE OF THIS ASBESTOS STUDY

To thoroughly inspect the common areas, cellar, penthouse, roof and various apartments of the residential building located at 308-312 West 30th Street in the borough of Manhattan, NY. including all mechanical equipment, boiler piping, duct work, insulation and other facilities to determine the presence of asbestos. If asbestos is detected, to determine quantity and condition (friable or stable) and to determine what action, if any, should be taken to conform with the latest requirements of the asbestos code. Additional recommendations are made as to whether or not removal, encapsulation or enclosure is required for each area and facility in which asbestos containing materials are presented.

No core samples were taken (unless noted) from any walls, ceilings, rough flooring, structural beams unless so noted with the Survey Findings section of this report. The assessment presented in this asbestos survey is based on the professional opinion of the Asbestos Inspector. Observations made herein and conclusions drawn are not to be considered a warranty or guarantee, and are based on inspection of those areas directly visible and observable, without the removal or alterations of an item or structure and reflect conditions seen on the day of inspection.

308-312 West 30th Street
MANHATTAN, N.Y.
Survey Findings
Page 1

SURVEY FINDINGS

GENERAL

A visual inspection of the subject property took place on September 9, 2013, by Yaakov Singer who was accompanied by the building super, Zog.

The areas visually inspected were the common areas, cellar, penthouse, roof and eight random/accessible residential units.

ASBESTOS CONTAINING MATERIALS

Asbestos is the generic name of a group of naturally occurring hydrated mineral silicates that are characterized by fibers or bundles of fine single crystal fibers. The New York City Department of Environmental Protection defines asbestos containing materials as "any material which contains more than one percent asbestos by weight." Asbestos materials were used for many years in a variety of insulating and thermal barrier properties. The durability of asbestos fibers and their small size and fibrous shape make asbestos an unusual environmental contaminant. Water infiltration's, contact during routine maintenance and age are major factors breaking down asbestos containing materials and creating exposure problems.

See Next Page

308-312 West 30th Street
MANHATTAN, N.Y.
Survey Findings
Page 2

Rooms/areas/facilities in the common areas, cellar areas, roof, penthouse, and eight random/accessible residential units were inspected as part of this asbestos survey.

Cellar

Laundry room, former laundry room, supers shop, lounge, tool room, supers office, bathroom, boiler room/meters, oil tank room, elevator motor rooms (2), hallway, storage rooms	-	No visible and/or friable ACM.
Roof	-	Water Tank
Public Hallways	-	Suspect ACM non friable 9"x9" floor tile.
Stairways	-	No visible and/or friable ACM.
Apartments		
PHA, PHB, 2C, 3D, 6A, 7B, 9C, 10A	-	No visible and/or friable ACM.

308-312 West 30th Street
MANHATTAN, N.Y.
Summary of Findings
Page 1

SUMMARY OF FINDINGS

The following is a summary of findings from the asbestos survey of the property located at 308-312 West 30th Street, MANHATTAN, NY.

ALL FOOTAGES ARE APPROXIMATE			
LOCATION	FOOTAGE	CONDITION	RECOMMENDATION
Common Areas			
Public Hallways	Suspect ACM non friable 9'x9' floor tile	Good	Deferred Action

Please note: NO core samples were taken during this inspection, in the event of change in present status, eg, demolition, alteration, modification, all materials should tested and verified free of any ACM.

308-312 West 30th Street
MANHATTAN, N.Y.
Recommendations
Page 1

RECOMMENDATIONS

The following are recommendations based on the Asbestos survey conducted at 308-312 West 30th Street, Manhattan, NY.

On September 9, 2013, an asbestos survey of the common areas, roof, cellar areas, penthouse and eight random/accessible residential units at the above-mentioned property was conducted for the determination and location of asbestos containing materials. The inspection covered various facilities on each of the aforementioned areas.

Within each of the rooms/areas/facilities inspected piping insulation (e.g. on hot and cold water supply piping, heat risers) was checked at exposed/accessible locations for possible asbestos content.

According to the Environmental Protection Agency and included in the publication EPA 560/5-85-024 "Guidance for Controlling Asbestos Containing Materials (ACM) in Buildings", asbestos containing materials in buildings are found in three forms: (1) steel; (2) in insulation around hot and cold pipes, ducts, boilers, and tanks; and (3) in a non-friable state in products such as ceilings and floor tiles, wallboards and outside in material such as shingles and roofing materials. In general, ACM in the first two categories is of greatest concern, especially if it is friable, causing the material to release fibers into the air.

308-312 West 30th Street
MANHATTAN, N.Y.
Recommendations
Page 2

Materials which were found and determined to contain asbestos were on the public hallway floor tile. These materials were generally found to be in good condition. Piping that is enclosed in pipe chases that are not visible pose no imminent health hazard. In these areas, asbestos containing materials are not required to be removed. Monitoring of these operations & maintenance (O & M) Program in order to ensure that current conditions are maintained. This monitoring should include an inspection of all such asbestos containing materials for damage and/or deterioration, with all findings reported to the owner. These actions should be undertaken under strict conformance with applicable EPA guidelines and OSHA requirements.

Asbestos containing materials are believed to be present on the roof in tars, felts and papers used in roof coatings. These materials were examined visually and found to be in stable, non friable, satisfactory condition.

In the event of any renovation/demolition/modification alteration of any area in the building, friable or non friable ACM, a more thorough inspection must be conducted prior to any commencement of work.

308-312 West 30th Street
MANHATTAN, N.Y.
Recommendations
Page 3

Singer Environmental Group, Ltd. has conducted this asbestos survey as an aid in determining the presence of asbestos containing materials. Conclusions drawn are not to be considered as a warranty or guarantee, and are based solely upon those areas directly visible and observable, without the removal or alterations as seen on the day of inspection.

Singer Environmental Group, Ltd., their principals and employees are indemnified for any future changes or conditions of deterioration in or on the subject property. Inasmuch as each has made no guarantees of the premises, expressed or implied in connection with this report, any liability which each may have shall be limited to the fee for the inspection of the property.

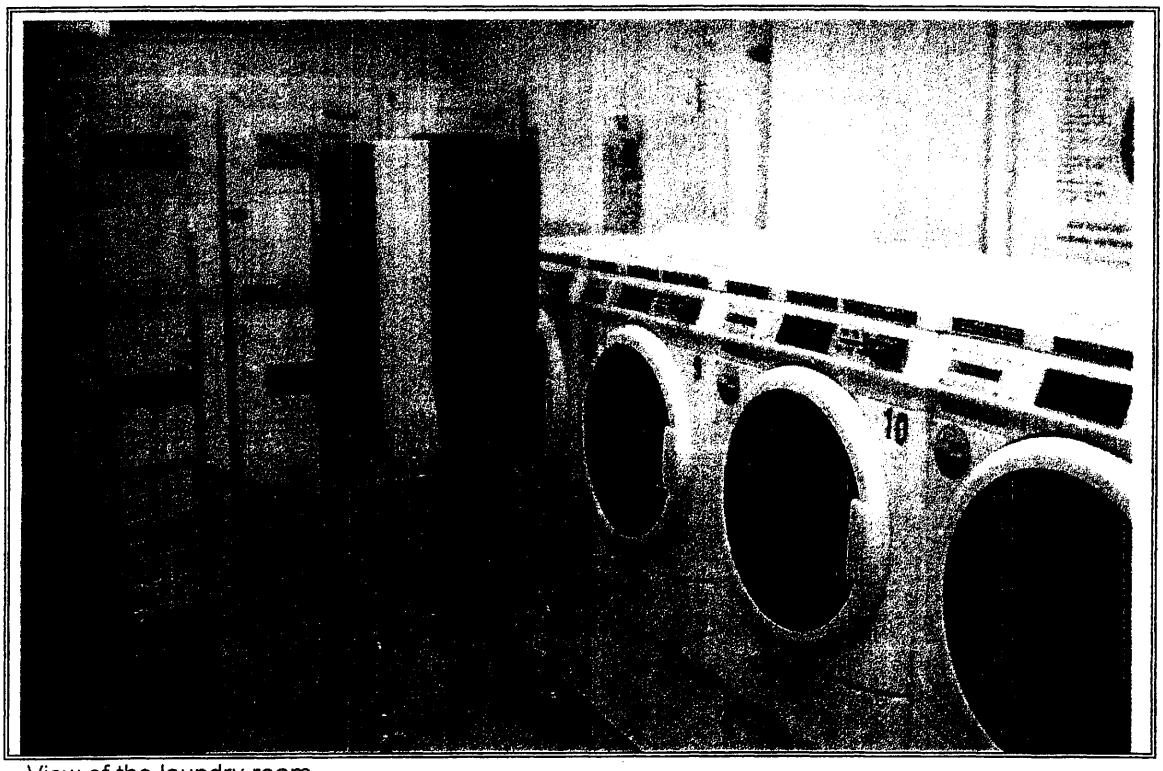
Respectfully Submitted by:



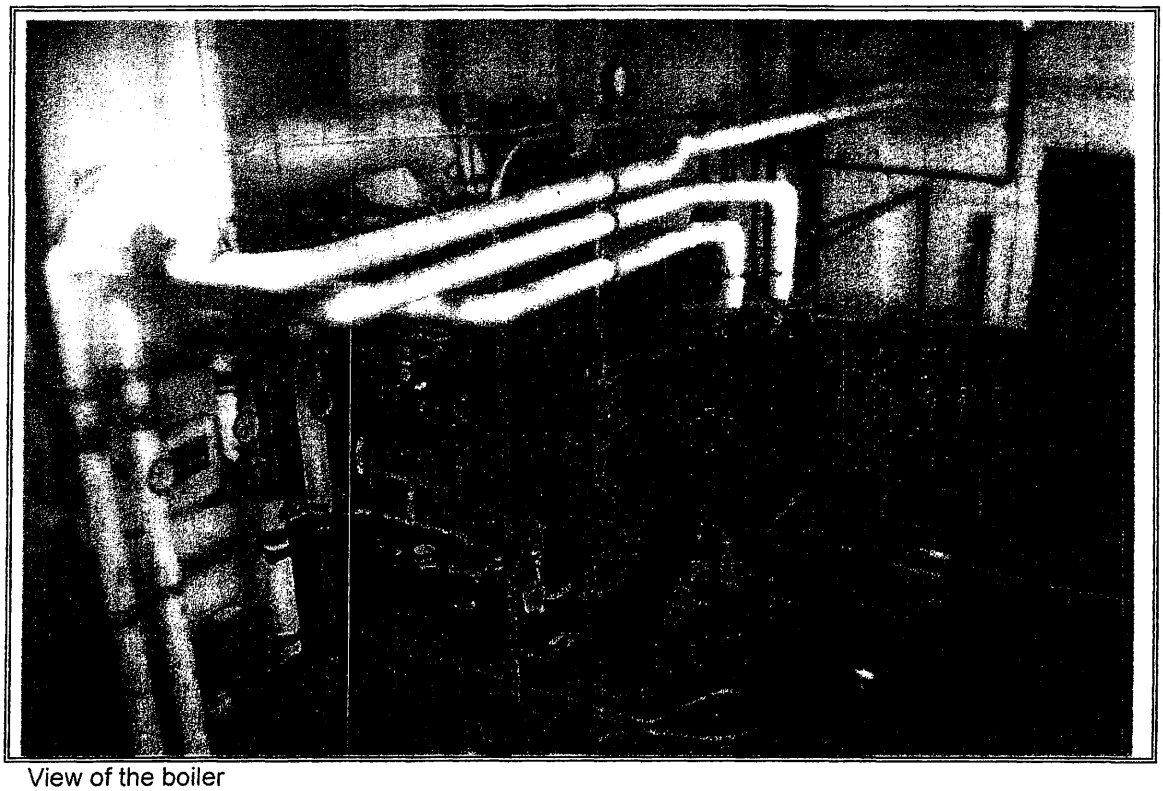
YAAKOV SINGER
Certified NYS Asbestos Investigator
NYS LICENSE 11-21638
September 10, 2013



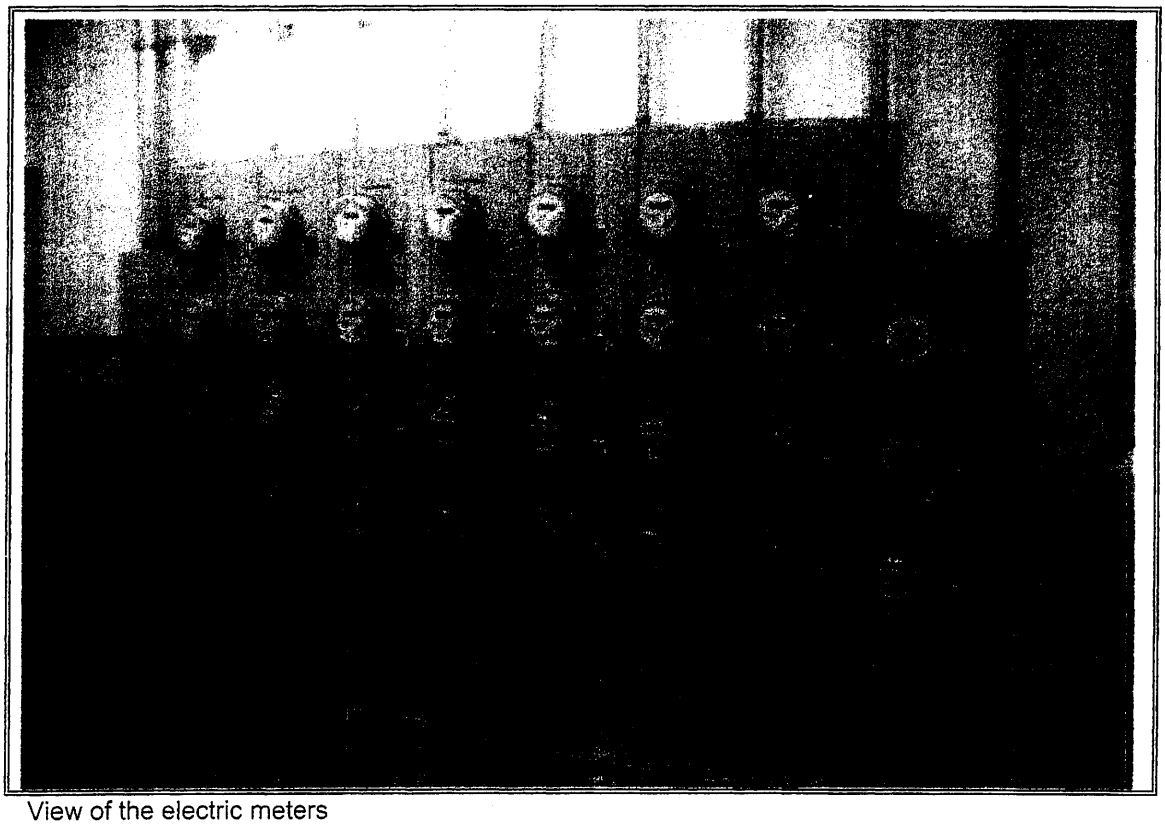
View of the Subject Property



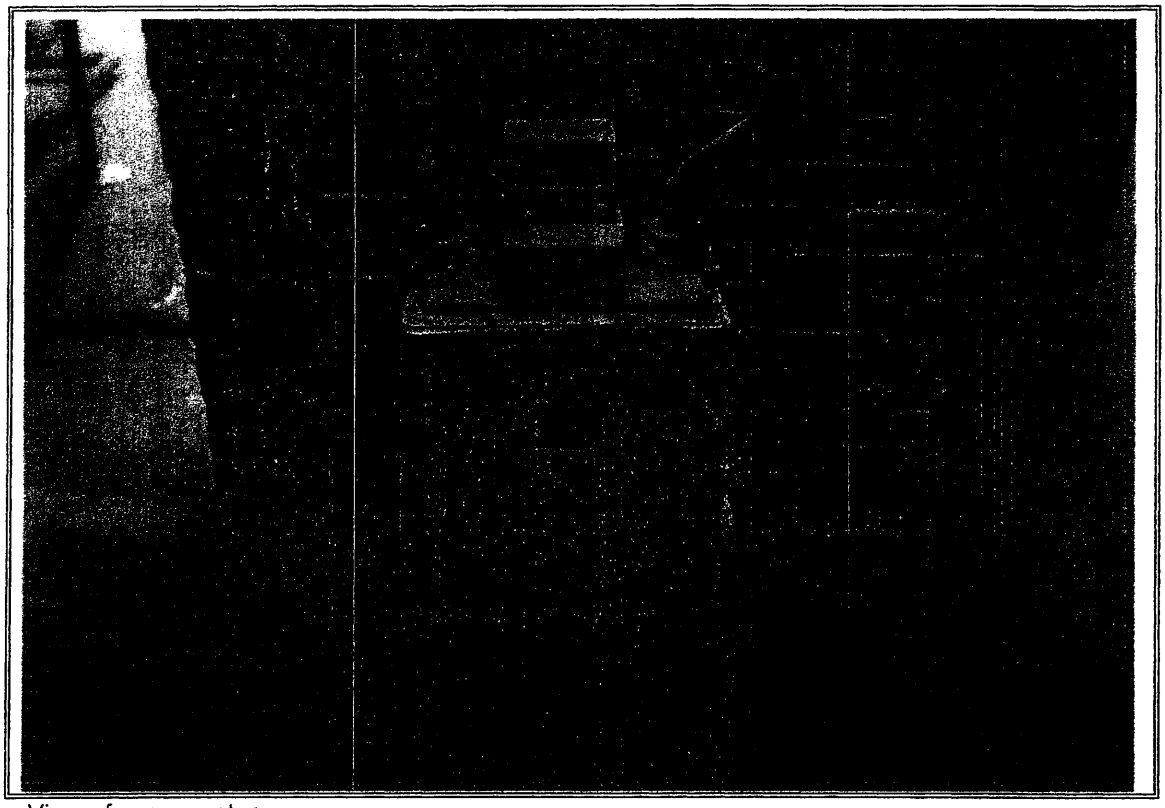
View of the laundry room



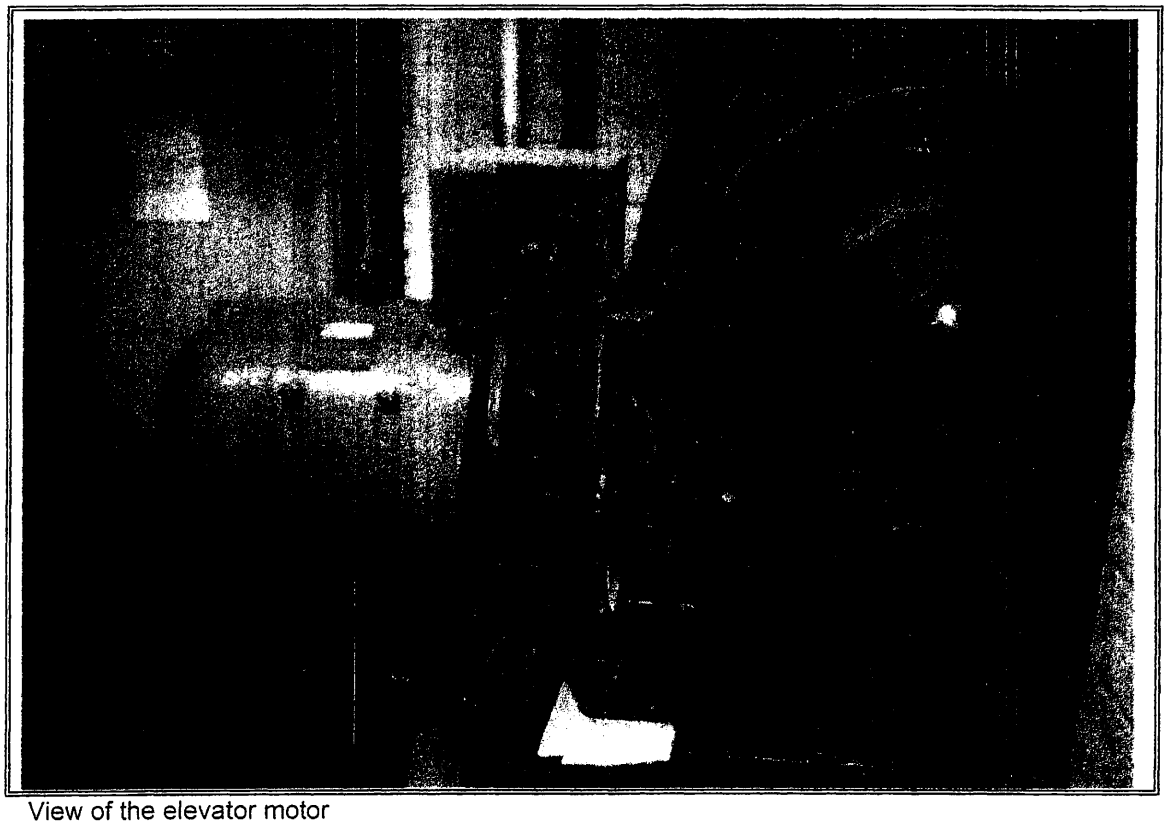
View of the boiler



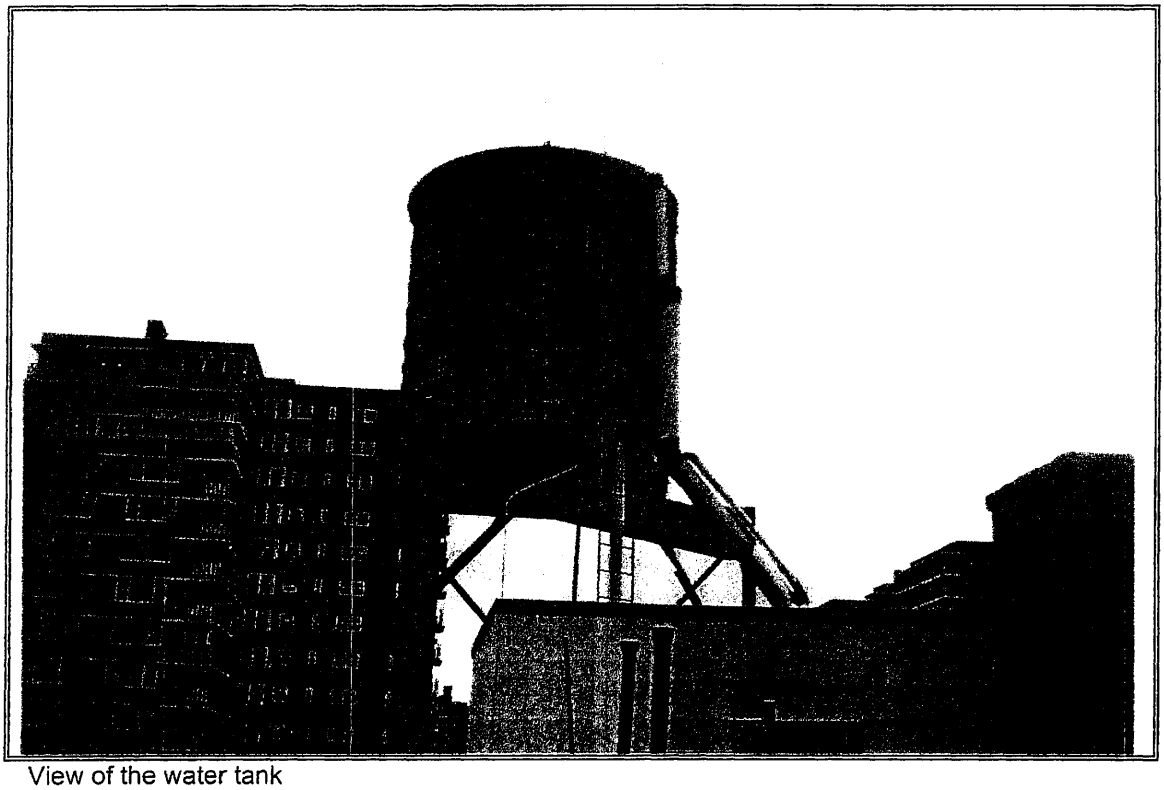
View of the electric meters



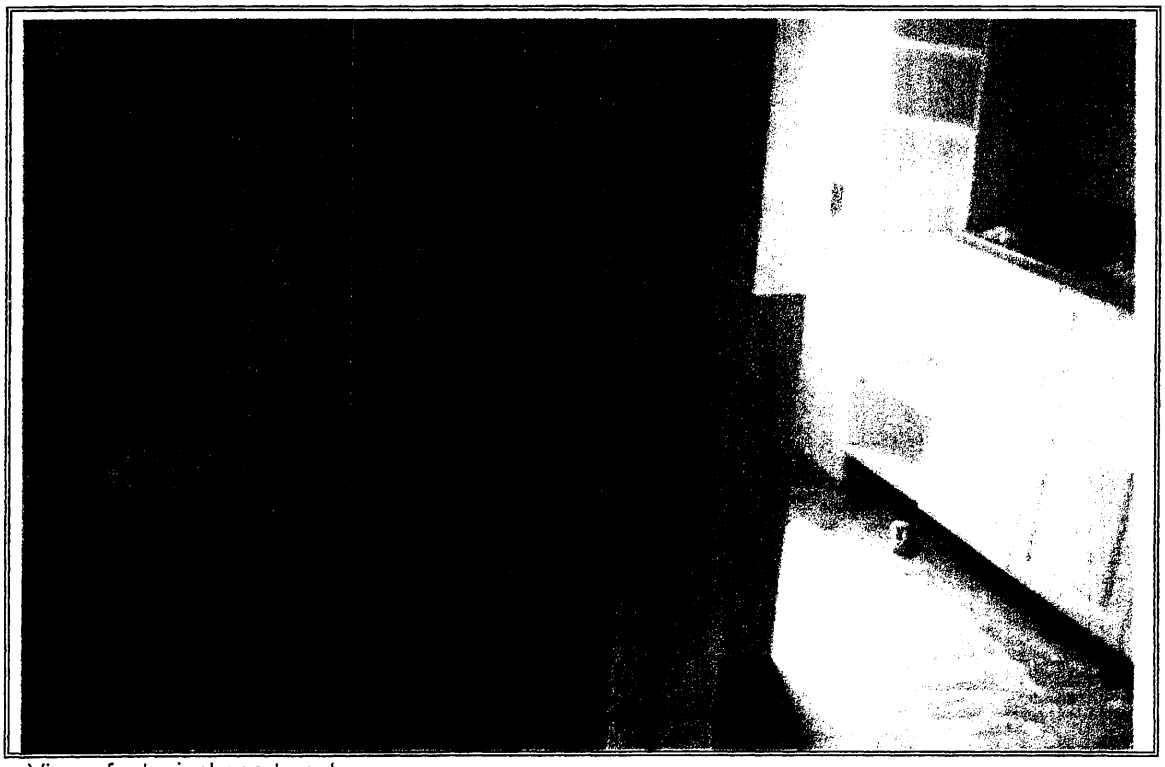
View of a gas meter



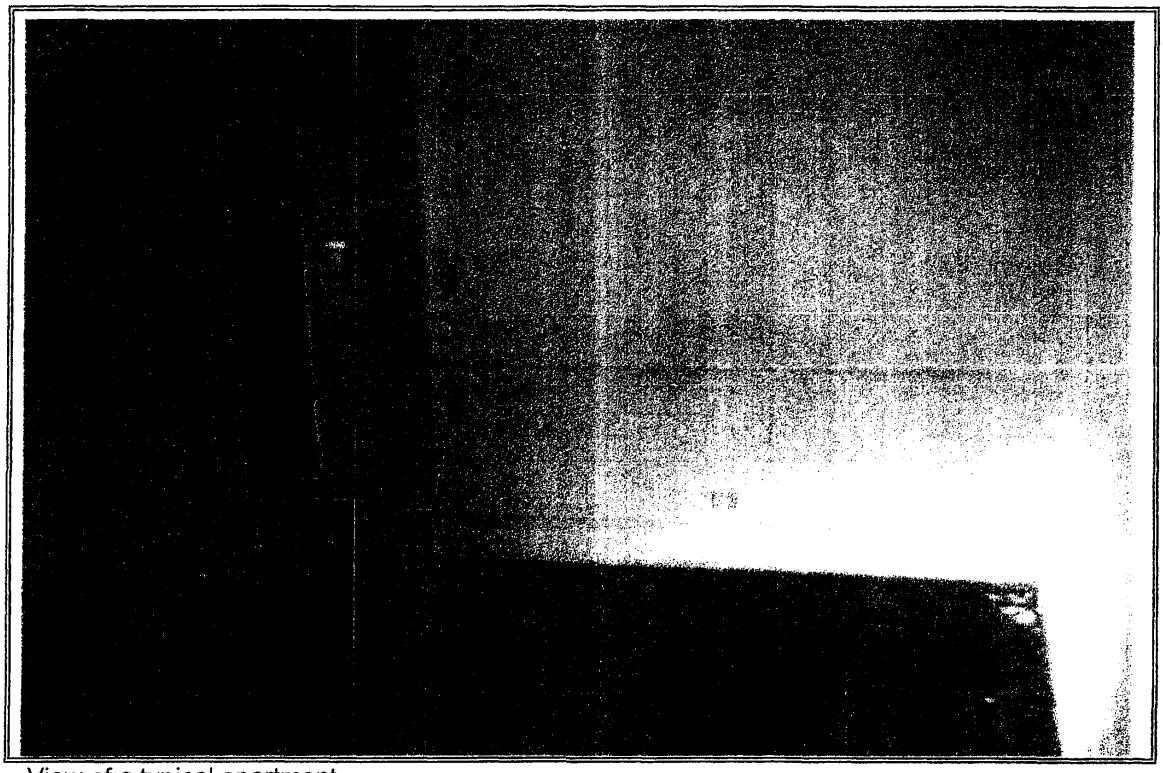
View of the elevator motor



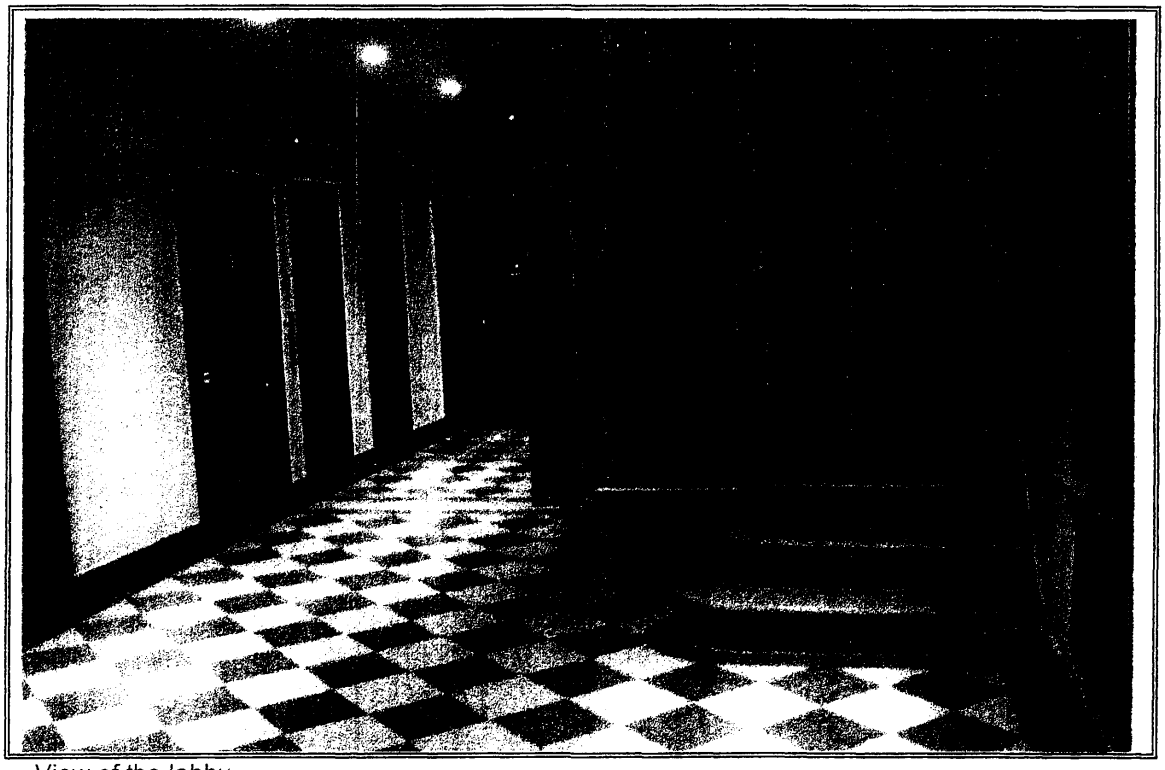
View of the water tank



View of a typical apartment



View of a typical apartment



View of the lobby

EXHIBIT 5

CONDOMINIUM DECLARATION AND BY-LAWS

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as
308-312 West 30th Street
New York, New York 10001

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

Name:

The Irvin Condominium

Declarant:

West 30th Realty LLC
One Penn Plaza, Suite 4000
New York, New York 10119

Date of Declaration:

_____, 20__

The land affected by the within instrument lies in
Section 3, Block 753, formerly known as Lot 48
now known as Lots _____-_____
on the Tax Map of the Borough of Manhattan, City of New York

Attorneys for Declarant:

Pryor Cashman LLP
7 Times Square
New York, New York 10036-6569
(212) 421-4100

INDEX TO DECLARATION

Article	Subject	Page
ARTICLE 1	DEFINITIONS	1
ARTICLE 2	SUBMISSION OF THE PROPERTY	1
ARTICLE 3	THE LAND	1
ARTICLE 4	THE PROPERTY	1
ARTICLE 5	THE BUILDING	2
ARTICLE 6	THE UNITS	2
ARTICLE 7	DIMENSIONS OF UNITS	3
ARTICLE 8	COMMON ELEMENTS	3
ARTICLE 9	USE OF BUILDING AND UNITS	5
ARTICLE 10	CHANGES IN THE BUILDING	5
ARTICLE 11	PERSON TO RECEIVE SERVICE	6
ARTICLE 12	DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS	7
ARTICLE 13	ENCROACHMENTS	7
ARTICLE 14	NAME OF CONDOMINIUM	7
ARTICLE 15	EASEMENTS	7
ARTICLE 16	POWER OF ATTORNEY TO THE BOARD	10
ARTICLE 17	ACQUISITION OF UNITS BY BOARD	10
ARTICLE 18	COVENANTS RUNNING WITH THE LAND	11
ARTICLE 19	AMENDMENTS OF DECLARATION	12
ARTICLE 20	TERMINATION OF CONDOMINIUM	13
ARTICLE 21	WAIVER	13
ARTICLE 22	CAPTIONS	13
ARTICLE 23	CERTAIN REFERENCES	14
ARTICLE 24	SEVERABILITY	14
ARTICLE 25	COVENANT OF FURTHER ASSURANCES	14
ARTICLE 26	SUCCESSORS AND ASSIGNS	15
ARTICLE 27	CONSENTS	15
ARTICLE 28	INCORPORATION BY REFERENCE	15

Exhibits

A. DESCRIPTION OF THE LAND 17
B. DESCRIPTION OF THE UNITS 18
C. DEFINITIONS 20
D. BY-LAWS 24
E. POWER OF ATTORNEY 25

DECLARATION
OF
The Irvin Condominium

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

West 30th Realty LLC, a New York limited liability company, having an office at One Penn Plaza, Suite 4000, New York, New York 10119 ("Declarant"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration (this "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto or in the by-laws annexed hereto, unless the context in which they are used requires otherwise.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as "The Irvin Condominium" (the "Condominium").

2.2 Annexed hereto and made a part hereof as Exhibit D are the By-Laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (as the same may be amended from time to time, the "By-Laws").

ARTICLE 3

THE LAND

Included in the Property 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 covers a lot of 66 feet along West 30th Street and 98 feet 9 inches deep.

ARTICLE 4

THE PROPERTY

Included in the Property is the building located at 308-312 West 30th Street, New York, New York 10001 (the "Building") consisting of 61 apartments, including 1 resident manager's apartment (collectively, the "Units" and individually, a "Unit"). The owner of a Unit is herein called a "Unit Owner" and the owners of the Units are referred to, collectively, as the "Unit Owners."

ARTICLE 5

THE BUILDING

The Building consists of a Class 1 fireproof 11 story building (including penthouse), plus an on-grade cellar rising to an elevation of approximately 105 feet above curb level. The structure is made of a reinforced concrete frame and reinforced concrete slabs with brick masonry bonded walls and masonry infill. The floors in the Building are named (from bottom to top): Cellar, First Floor and Floors 2 through 10 and penthouse.

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) number of bedrooms, bathrooms and balconies, as applicable, (iv) approximate location in the Building; (v) approximate square foot area; and (vi) the percentage interest in the Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by Howard L. Zimmerman Architects, P.C., and intended to be approved by the Real Property Assessment Department of the City of New York and filed in the New York County office of the Register of the City of New York (the "City Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Unit, windows (including glass), non-load-bearing interior walls and partitions including sheet rock, moldings, smoke and carbon monoxide detectors, all plumbing, gas and heating fixtures (including shower pans) and equipment such as heating, ventilating and air conditioning ("HVAC") servicing the Units, if any (including the fans inside the units), heating equipment, ranges and other appliances, flooring and wall coverings, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any 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 unless same have been replaced or installed by a Unit Owner or a predecessor Unit Owner (other than Declarant). Each Unit shall also include, and the Unit Owner shall be responsible for, (i) all lighting and electrical fixtures, cabinets, including, without limitation kitchen and bathroom cabinetry, countertops and appliances and (ii) any fixtures, Facilities (as hereinafter defined) or special equipment affixed, attached or appurtenant to the Unit, or betterments and improvements installed by a Unit Owner or a predecessor Unit Owner (other than Declarant), to the extent located within a Unit and serving or benefiting only that Unit. Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of 1 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. The Board may, at its sole discretion, impose reasonable conditions on interior alterations and decorations including, but not limited to, minimal insurance requirements and guidelines for contractors and workers employed,

and may also inspect any such alterations to determine that they are of good quality and otherwise comply with the provisions of this Declaration and the By-Laws.

6.3 Any Common Elements located within a Unit shall not be considered a part of such Unit.

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 will be measured on each of one or more floors from the midpoint of the exterior walls at the Building line and/or Property line to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators (if any) and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Units. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. The clearance between the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated on the floor plans, but certain Units and areas within other Units may have clearances of less than indicated on the floor plans to accommodate facilities located above the same or otherwise to respond to field conditions.

ARTICLE 8

COMMON ELEMENTS

8.1 (a) The Common Elements include, but are not limited to, the Land and all parts of the Building and improvements thereon other than the Units and the Limited Common Elements, if any, and include those rooms, areas, corridors, spaces and other parts of the Building and all Facilities therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Common Elements are appurtenant to and serve and benefit each Unit to the extent of such Unit's percentage share of the Common Elements. The Common Elements are for the common use of all Unit Owners but do not include any air or development rights, the rights to which shall be retained by Declarant.

(b) The Limited Common Elements of the Condominium consist of those parts of the Building and improvements thereon, if any, that serve or benefit exclusively one or more but not all of the Units or the Unit Owners. The Limited Common Elements do not include any air or development rights, the rights to which shall be retained by Declarant.

8.2 As used in this Declaration, the word "Facility" or "Facilities" means all equipment and facilities necessary for the operation of the Building or its systems and includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: any system, equipment, apparatus, convertor, 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, floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

8.3 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the By-Laws.

8.4 Without intending to limit the generality of the foregoing in any respect, the Common Elements include:

(i) the Land (including the landscaping and sidewalks thereon or appurtenant thereto) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto;

(ii) all foundations, columns, beams, joists, supports, piles, footings, pillars, girders, exterior walls, floor slabs and roofs, all interior walls, partitions, floor slabs and ceilings, on, or under the Building, separating a Unit from a Common Element, and that portion of all such interior walls, partitions, floors and ceilings separating a Common Element from a Unit or a Limited Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Common Element to the extent that the same are not expressly included as part of the Limited Common Elements pursuant to the terms of Paragraphs 8.5 below or a Unit pursuant to the terms of Article 6 hereof;

(iii) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems which service the Units and/or both the Common Elements and/or the Limited Common Elements, to the extent that the same are not expressly included as Limited Common Elements pursuant to the terms of Paragraph 8.5 hereof or a Unit pursuant to the terms of Article 6 hereof;

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

(v) all stairways, passenger (and service, if any) elevators and their respective bulkheads, shafts, pits and equipment rooms, hallways, window casements and frames, cellars, storage spaces;

(vi) compactor rooms and their respective shafts and equipment;

(vii) the lobby, service entrances, package storage, mail room, all of which are located on the lobby floor of the Building;

(viii) workshops, and laundry rooms, all of which are located on the cellar level of the Building;

(ix) all masonry walls, partitions, floors and ceilings in, on or under the Building, separating a Unit from another Unit or Common Element or Limited Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Common Element;

(x) all interior portions of the Building on floors 1 through 11, and on the cellar level and lobby level to the extent that the same are not expressly included as part of the Common Elements pursuant to the terms of Paragraph 8.4 hereof above or the Limited Common Elements pursuant to the terms of Paragraph 8.5 hereof below or a Unit pursuant to the terms of Article 6 hereof;

(xi) the Resident Manager's Unit; and

(xii) the Storage Space.

8.5 The Limited Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of one or more specified Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Common Elements include the balconies adjoining Units 1C, 1D, 1E, 11A and 11B, and the Storage Lockers contained in the Storage Space located in the cellar of the Building.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 Except as set forth in Section 6.14 of the By-Laws, a Unit may be used only for residential purposes, unless otherwise permitted in writing by the Board, subject, however, to applicable Law. Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

9.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may, without the permission of the Board, (1) grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law and does not violate the then existing certificate of occupancy for the Building or any other governmental regulations and (2) use any Unsold Units owned by it as models and sales and/or promotion offices in connection with the sale or rental of the Units or units in other buildings, subject only to compliance with applicable Law.

9.3 Each Storage Locker shall be used only for the storage of personal effects of the Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any material which will pose a health or safety threat or which will result in the cancellation of insurance on the Building, or the contents thereof, or which would otherwise create a nuisance, be stored therein. Declarant or its designee, reserve the right to change the size and/or number of Storage Lockers for so long as Declarant or its designee hold Storage Locker Licenses. Declarant or its designee reserve the right to add additional Storage Lockers within the Storage Space and/or cellar prior to the third anniversary of the Closing of the first Unit Closing. The Board shall not charge Declarant any fees in connection with Declarant's exercise of its rights to add additional Storage Lockers.

Declarant or its designee may, without the consent of either the Condominium or the Unit Owners, use any unlicensed Storage Locker for any purpose, provided such use is permitted by law.

ARTICLE 10

CHANGES IN THE BUILDING

10.1 Except to the extent prohibited by Law, Declarant or its designee shall have the right, without the vote or consent of the Board, other Unit Owners or the Mortgage Representatives, if any, to:

(a) make alterations, additions or improvements to any Unsold Units; (b) change the use (subject to Section 9.2 hereof) or layout of, or number of rooms in, any Unsold Unit(s) from time to time; (c) change the size and/or number of Unsold Units by subdividing 1 or more Unsold Unit into 2 or more separate Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into 1 or more Units, converting a Unit or any portion thereof to a Common Element, converting a Limited Common Element to a Common Element, altering the boundary walls between any Unsold Units, or otherwise incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Unit) which exclusively benefit an Unsold Unit into such Unit; (d) designate any Unit or a Common Element or a Limited Common Element as part of a newly created Unit, Limited Common Element or Common Element or designate all or part of a Unit as a newly created Common Element or Limited Common Element; (e) if appropriate, reapportion among the Unsold 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 Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto; (ii) Declarant or its designee, as the case may be, shall comply with all Laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board and all other Unit Owners harmless from any liability arising therefrom; and (f) change the size and/ or number of Storage Lockers.

10.1.1 The Board shall not unreasonably refuse to join in and/or sign the application for such permit or authorization and shall reasonably cooperate with the Declarant or its designee, without cost to the Board. The Board shall join in any such application which the Board is required to join in and/or sign under applicable requirements within 10 business days following its receipt of the Declarant's or its designee's request therefore. If the Board, within such 10 business day period, shall fail to join in and/or sign any such application, the Declarant or its designee shall have the right to sign such application (in the form submitted to the Board) on behalf of the Board. The Board shall not be subject to any liability for the payment of any costs or expenses in connection with any such applications and the review and execution thereof and the Declarant or its designee hereby indemnify and agree to defend and hold the Board harmless from any liability relating to the work or application, including fines and penalties, and against any and all such reasonable costs and expenses. Copies of all required permits and authorizations shall be delivered to the Board prior to the commencement of work by the Declarant or its designee.

10.1.2 The provisions of Article 10.1 hereof may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee. Notwithstanding the other provisions of Article 10.1 hereof, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, 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 by Declarant or its designee. Declarant or the owner of any Unsold Unit will have the right, without the consent of any other Unit Owner or the Board, to amend this Declaration and By-Laws to reflect the foregoing changes.

ARTICLE 11

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York has not been designated to receive service of process since all principals of Declarant are residents of the State of New York.

ARTICLE 12

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

12.1 The Common 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.

12.2 The allocation of Common Expenses shall be made in accordance with the Common Interest of the Units in the Common Elements, except as otherwise provided in the By-Laws, the terms of which are incorporated herein by reference.

ARTICLE 13

ENCROACHMENTS

If (a) any portion of the Common Elements or Limited Common Elements encroaches upon any Unit or upon any other Common Element or Limited Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Element or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Board or made by Declarant or its designee or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit, Common Element or Limited Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of any Unit or all or any portion of the Common Elements or Limited 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 14

NAME OF CONDOMINIUM

The Condominium and the Building shall be designated and known as "The Irvin Condominium." Declarant shall own and control all rights and interests appurtenant to the name of the Condominium and/or the Building. Only Declarant shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Declarant shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Declarant as the sponsor of the condominium offering, together with such other information as Declarant determines in its sole discretion.

ARTICLE 15

EASEMENTS

15.1 Except as set forth in this Declaration, the By-Laws and the Rules and Regulations, 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 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.

15.2 The Board, or its agent, to the extent permitted to act by the By-Laws for such purposes, will have a right of access to each Unit and/or the Limited Common Elements to inspect the same, to remove violations therefrom and to maintain the Common Elements and contained therein or elsewhere in the Property. Each Unit (including the Limited Common Elements located therein) shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. All easements and rights of access described in this Section may be exercised by the Board on behalf of all Unit Owners. The Board shall have an easement and a right of access to each Unit, and to the Common Elements and Limited Common Elements contained therein, to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. Such easements and rights of access shall be exercised by the Board, to the extent practicable, in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than 1 days' notice, except that no notice will be necessary in the case of an Emergency. Plans and specifications with respect to any such proposed work shall be submitted by the Unit Owner who has requested that the Board exercise any such easement or right of access, to the Unit Owner whose Unit is to be accessed and all work is to be prosecuted diligently to completion. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations to the contrary, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

15.3 The Board, or its agent, to the extent permitted to act by the By-Laws for such purposes, will have a right of access to each Unit to inspect the same, to remove violations therefrom and to Maintain the Common Elements contained therein or elsewhere in the Property.

15.4 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, including, but not limited to, an easement for emergency access through and over the fire stairs in the Building.

15.5 The 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 Common Elements.

15.6 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.

15.7 Declarant or its designee 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") within the Property and on the Property for the purposes of advertising (i) the sale or lease of any Unsold Unit and (ii) the operation of any business of Declarant, a tenant, occupant, managing agent or operator of all or any portion of any Unsold Unit. 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. Declarant will have an easement and the right to change the Facade and alter, replace, restore, renovate, remodel and

reconstruct the existing Facade provided that none of such work to the Facade materially weakens the structural soundness of the Building.

15.8 Declarant shall have an easement to use the sidewalks surrounding portions of the Building for purposes permitted by Law.

15.9 Declarant or its designee shall have the right to grant such additional electric, gas, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install any air conditioning compressors or other equipment on the roof or relocate any easements in any portion of the Property, as Declarant or its designee shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the Units, provided that such additional utilities or the relocation of existing utilities will not result in the imposition of any mechanic's lien against any of the Units. Any company providing 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 in order to install, operate, Maintain and service same.

15.10 Declarant and its designees, assignees and licensees shall have, and the Units, Common Elements and Limited Common Elements shall be subject to, an easement, (a) to install, utilize, operate and Maintain satellite dishes, antenna, telecommunications equipment and similar equipment on the roof and/or the Facade of the Building and elsewhere on the Common Elements and Limited Common Elements and the conduit and other Facilities relating thereto, and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or Limited Common Elements or elsewhere on the Property resulting from the operation or maintenance thereof. Declarant shall be entitled to assign, lease, license or otherwise transfer its rights with respect to the foregoing easements and the Condominium shall not be entitled to any portion of fees, compensation or other profits received by Declarant and its designees, assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes, equipment or other facilities placed upon the roof and/or the Facade of the Building and elsewhere on the Common Elements by Declarant or its designees, assignees, tenants, licensees or transferees shall be the exclusive property of Declarant or its designees, assignees, tenants, licensees or transferees and neither the Condominium nor any other Unit Owner shall have any rights with respect thereto.

15.11 Any easements granted to Declarant, the Board, any Unit or any Unit Owner or other party under this Declaration and the By-Laws may be exercised by such entity's employees, agents, contractors, suppliers, utility providers, service providers, customers, guests, invitees, licensees, servants, tenants, subtenants, members and visitors, 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 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.

15.12 Each Unit Owner whose Unit has 1 or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof, subject to rights of access to a balcony and/or Storage Locker by the Board for maintenance, repair and replacement and other uses. The Units having a balcony are indicated on Exhibit B.

15.13 In addition to the specific easements set forth in this Article 15, the Property and every portion thereof shall be subject to all easements made with the City of New York or with any utility companies or other Persons in effect prior to the recording of this Declaration.

ARTICLE 16

POWER OF ATTORNEY TO THE BOARD

16.1 Each Unit Owner shall grant to the persons who shall from time to time constitute the Board an irrevocable Power of Attorney, coupled with an interest (annexed hereto and made a part hereof as Exhibit E or otherwise in such form and content as the Board shall determine), following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interests 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 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 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 Board deems necessary or appropriate, and (c) to execute, acknowledge and deliver any declaration or other instrument affecting the Common Elements or Limited Common Elements which the 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 Common Elements or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Board deems necessary or appropriate.

16.2 Each Unit Owner shall grant to the Declarant a Power of Attorney to amend this Declaration and to effectuate the rights granted to Declarant under this Declaration, the By-Laws and the Plan including the power to execute the Required Documentation.

ARTICLE 17

ACQUISITION OF UNITS BY BOARD

17.1 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 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 Condominium (such interest 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 Board, pursuant to Article 8 of the By-Laws, acquires or leases a Unit together with the Appurtenant Interests, or (c) the 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 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 Board or its designee shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

17.2 The Board shall have the authority to 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 such Unit, together with its Appurtenant Interests, shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

ARTICLE 18

COVENANTS RUNNING WITH THE LAND

18.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, tenants, subtenants, licensees and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

18.2 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.

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

ARTICLE 19

AMENDMENTS OF DECLARATION

19.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, no such amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any. No such amendment, modification, addition or deletion shall be effective until recorded in the City Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact.

19.2 If the number of rooms in an Unsold Unit is changed, or the use 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 or its designee causing such changes shall have the right to execute, or (upon its request) to require any other Unit Owners or the Board to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration (together with such other documents as Declarant or its designee causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold 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 Board, the Unit Owners or the Mortgage Representatives, if any. In addition, if any Unit Owner other than Declarant or its designee causing changes is given the right by the Board to make the changes described in this Section 19.2 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 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 Board) to reflect the changes made by the Unit Owner, all without the approval of the Board, other Unit Owners or the 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.

19.3 Any amendment to this Declaration may be executed: (i) if on behalf of Declarant pursuant to the terms of Article 19 hereof, by any duly authorized representative of Declarant, or (ii) if on behalf of the Unit Owners or by the Board, by any officer of the Condominium. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

19.4 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be effective in any respect against the Declarant if the same would (i) unreasonably interfere with the sale, lease or other disposition of such Unit Owner's respective Units, (ii) abridge, modify, suspend, eliminate or otherwise affect any right, power, easement, privilege or benefit granted to Declarant, unless the Declarant shall consent to such amendment in writing, or (iii) impose any charge or fee against Declarant, unless the Declarant shall consent to such amendment in writing.

19.5 The provisions of this Article 19 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee, to the extent such modification, amendment, addition or deletion may adversely affect the Declarant or its designee. Notwithstanding the foregoing, Declarant may amend the Condominium Declaration to correct or supplement any mathematical mistakes, inconsistencies or scrivener errors.

ARTICLE 20

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent of the Mortgage Representatives (which consent shall not be unreasonably withheld or delayed), if any, (b) without the written consent of the Permitted Mortgagees representing at least 51% of the Common Interests of the Units which are subject to the Permitted Mortgages, and (c) 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 5 years after the date fee title to a Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan). In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 21

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

ARTICLE 22

CAPTIONS

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

ARTICLE 23

CERTAIN REFERENCES

23.1 A reference in this Declaration to any 1 gender, masculine, feminine or neuter, includes the other 2, and the singular includes the plural and vice versa, unless the context otherwise requires.

23.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

23.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 24

SEVERABILITY

Subject to the provisions of Sections 18.2 and 18.3 hereof, 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 25

COVENANT OF FURTHER ASSURANCES

25.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board or otherwise, shall, upon prior reasonable written request and 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.

25.2 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within 10 days (or 60 days, where the other party is a Permitted Mortgagee) after written request therefor, 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 this Declaration, then the Board 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, as the case may be.

25.3 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within 10 days (or 60 days, where the other party is a Permitted Mortgagee) after request therefor, 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 take pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for such

Unit Owner 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, as the case may be.

25.4 Notwithstanding anything to the contrary set forth herein, to the maximum extent lawful, Declarant specifically disclaims all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by applicable law to the extent they cannot be disclaimed and to the extent they have not expired by their terms) and all other implied or express warranties of any kind or character. Without limiting the generality of the foregoing, Declarant hereby disclaims any and all express or implied warranties as to design, construction, view, sound and/or odor transmission, furnishing and equipping of the Condominium, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium, to the extent applicable and to the extent that same have not expired by their terms. Declarant has not given and the Board has not relied on or bargained for any such warranties. In no event will Declarant be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty or otherwise).

ARTICLE 26

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 owned by Declarant and/or its designee, as the case may be. Subject to the foregoing, Declarant or 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.

ARTICLE 27

CONSENTS

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 28

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Power of Attorney annexed hereto as Exhibit E and (vi) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ____ day of _____, 20___

West 30th Realty LLC

By: _____
Name: Joel Wiener
Title: Authorized Signatory

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

On the ____ day of _____ in the year 20___ before me, the undersigned, personally appeared Joel Wiener personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The land upon which the Building containing the Units is situate is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 30th Street distant 136 feet westerly from the southwesterly corner of 8th Avenue and West 30th Street;

RUNNING THENCE southerly parallel with 8th Avenue, 98 feet 9 inches to the center line of the block;

THENCE westerly along said center line of the block, 66 feet;

THENCE northerly parallel with 8th Avenue, 98 feet 9 inches to the southerly side of West 30th Street;

THENCE easterly along the southerly side of West 30th Street, 66 feet to the point or place of BEGINNING.

EXHIBIT B

EXHIBIT B TO THE CONDOMINIUM DECLARATION

TO BE COMPLETED PRIOR TO RECORDATION OF CONDOMINIUM DECLARATION

The Irvin Condominium						
Unit Designation	**Tax Lot Number**	**Number of Bedrooms/ Bathrooms**	**Approximate Location (Building Facade)**	**Approximate Square Footage**	**Common Elements to which Unit has Immediate Access**	**Percentage of Interest in the Common Elements**

The Irvin Condominium						
Unit Designation	**Tax Lot Number**	**Number of Bedrooms/ Bathrooms**	**Approximate Location (Building Facade)**	**Approximate Square Footage**	**Common Elements to which Unit has Immediate Access**	**Percentage of Interest in the Common Elements**
TOTAL						

Pursuant to the NYC Building Code, bedrooms shall not be less than 8 feet in any plan dimension. As the Units in the B and E lines become vacant, Declarant will move the bedroom wall out in order to meet the 8 feet NYC Building Code requirement. As Units 9C, 4D, 5D, 6D, 7D, 8D, 10D, 2F, 3F, 5F, 7F, 8F, 9F and 10F become vacant, Declarant will remove the bedroom wall in order to meet the 8 feet NYC Building Code requirement. Declarant does not intend to revise the Declaration of Condominium or Floor Plans in connection with the moving or removal of the wall in the aforelisted Units as the square foot area and dimensions of the Unit and Percent of Common Interest shall remain unchanged, or in connection with other Unit changes which do not result in any change to the approximate square footage of the Unit or the Percent of Common Interest.

EXHIBIT C

DEFINITIONS

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

"Appurtenant Interest" refers to: (i) the undivided interest in the Common Elements of a Unit, (ii) the interest of such Unit Owner in any other Unit acquired by the Board or its designee, 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 Condominium, pursuant to the provisions of 339-x of the Condominium Act.

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

"Board Members"or ("Members of the Board") refers to the members of the Board elected by the Unit Owners or designated by Declarant or its designee.

"Building" refers to the structure and improvements including lobby and above and below grade segments, known as 308-312 West 30th Street, New York, New York 10001, in which the Units 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, 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" refers to assessments payable to the Condominium by Unit Owners for the purpose of meeting the cost of Common Expenses, as more particularly described thereto in Section 6.1.1 of the By-Laws.

"Common Elements" refers to those portions of the Building as well as the Facilities therein, existing for the exclusive common use of the Units or the Unit Owners.

"Common Expenses" refers to costs and expenses incurred or projected and attributable to the operation and maintenance of the Common Elements and Limited Common Elements and as otherwise provided in the Declaration and By-Laws.

"Common Interest" refers to the proportionate undivided interest in the Common Elements appurtenant to each Unit, expressed as a numerical percentage, 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 The Irvin Condominium.

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

"Declarant" refers to West 30th Realty LLC, a New York limited liability company, and its successors and assigns.

"Declarant and/or its designee(s)," "Declarant or a designee of Declarant" or similar term refers to Declarant, any of the members of Declarant, any affiliate of Declarant, any affiliate of any members of Declarant, any officer or shareholder of a corporate member of Declarant, or any member of a limited liability company which is a member of Declarant or any party designated in writing as a designee. An affiliate shall be deemed to be a person or an entity who or which owns more than 50% of the legal and beneficial interest of Declarant or of any member, a person or an entity with respect to which either Declarant or any member owns more than 50% of the legal and beneficial interest, or an entity as to which more than 50% of its legal and beneficial interest is owned by a person or an entity which owns more than 50% of the legal and beneficial interest of Declarant or of any member thereof.

"Declaration" refers to the instrument creating the Condominium, as the same may be amended from time to time.

"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 the Property.

"Facade" refers to the exterior facade of the Building including, without limitation, the exterior walls, window sills, cornices, parapets, doors and entranceways, and all other components (excepting the roof) of the exterior surface of the Building.

"Facility" or "Facilities" refers to all equipment and facilities necessary for the operation of the Building or its systems and includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: any system, equipment, apparatus, convertor, 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, floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

"First Closing," or words of similar import, refers to the date fee title to a 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.

"HVAC" refers to heating, ventilating and air conditioning servicing the Units.

"Initial Control Period" refers to the period ending the earlier of (i) the closing of title with Purchasers under this Plan to Units having at least 50% of the Common Interests of all Units or (ii) 5 years after the First Closing.

"Institutional Lender" refers to (i) a savings bank, savings and loan association, bank or trust company, credit union, or similar banking institution, insurance company, real estate investment trust, hedge funds, private equity fund, mortgage trust, a group of lenders which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system, whether organized under the laws of the State of New York, the United States or any other state, or (iii) any foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency (or successor agency to either or such agencies) to transact business in the State of New York; or (iv) any instrumentality created by the United States or any state with the power to make mortgage loans, or (v) any so called conduit lender or (vi) any public or privately held fund engaged in real estate and or corporate investment or lending, any trustee of any trust or REMIC, CDO or other securitization vehicle or any other institution commonly engaged in real estate or corporate investment or lending, or (vii) any person who or which makes loans secured by real property, including condominium units, or (viii) any entity controlled by any entity listed in items (i) through (vii) above, or (ix) any other party that is considered a so-called "institutional lender" in the real estate finance community, or (x) Sponsor.

"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 or 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.

"Licensee" refers to a Person that has entered into a Storage Locker License.

"Limited Common Elements" refers to those Common Elements which serve or benefit 1 or more but not all of the Units and/or the Unit Owners to which such particular Unit Owner(s) have exclusive access and use.

"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.

"Non-Purchasing Tenant" has the meaning set forth in Section 352-eeee of the New York State General Business Law.

"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 and shall include, without limitation, such banks and financial institutions as constitute the holders of the mortgages given by Sponsor to acquire or improve the Property.

"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 collectively to the Land, the Building and the appurtenances thereto.

"Rent Laws" refers to (i) the New York City Rent Stabilization Law and the Code adopted pursuant thereto, (ii) the New York City Rent and Rehabilitation Law, (iii) the Rent and Eviction Regulations of the New York City Housing and Development Administration (rent control), (iv) New York State General Business Law, Section 352-eeee, (v) the Rent Regulation Reform Act of 1993 and 1997, (vi) the Emergency Tenant Protection Act of 1974 and (vii) any codes, rules and regulations promulgated thereunder and any administrative and/or judicial determinations and/or interpretations thereof to the extent that any or all of the same shall apply to the Property, as the same may be amended from time to time.

"Required Documentation" refers to such applications, permits, certifications, affidavits, forms, agreements, acknowledgments or other documents as may be required to enable the Declarant to exercise its rights or obligations under the Plan or the Declaration and the By-Laws, including, without limitation, Declarant's rights to undertake, perform and complete work to the Unsold Units.

"Rules and Regulations" refers to the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

"Sign" refers to one or more signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like within the Property and/or on the Property for the purposes of advertising (i) the sale or lease of any Unsold Unit and (ii) the operation of any business of Declarant, a tenant, occupant, managing agent or operator of all or any portion of any Unsold Unit.

"Storage Locker" refers to any storage locker located in the Storage Space.

"Storage Locker License" or "Storage Locker License Agreement" refers to an agreement entitling the Licensee to use a Storage Locker.

"Storage Space" refers to an area located in the cellar of the Building containing Storage Lockers. The Storage Space is a Common Element.

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

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

"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 Declarant or its designee or a Sponsor's Transferee; a Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or 1 or more of the principals of any of them, is a member; or a Unit that is acquired by the holder of a Permitted Mortgage made by Declarant or the designee of a holder of such a Permitted Mortgage; or any Unit for which there is a signed agreement with Sponsor, but for which a closing has not yet occurred.

EXHIBIT D

TO THE DECLARATION OF CONDOMINIUM

BY-LAWS

OF

The Irvin Condominium
308-312 West 30th Street
NEW YORK, NEW YORK 10001

TABLE OF CONTENTS

Article	Section		Page
ARTICLE 1.		GENERAL	1
	1.1	Purpose	1
	1.2	Applicability of By-Laws	1
	1.3	Principal Office of Condominium	1
ARTICLE 2.		BOARD OF MANAGERS	1
	2.1	Number, Term and Qualification	1
	2.2	Powers and Duties	2
	2.3	Managing Agent and Manager	5
	2.4	First Board	5
	2.5	Resignation and Removal	5
	2.6	Vacancies	6
	2.7	Organizational Meeting of the Board	6
	2.8	Regular Meetings of Board	6
	2.9	Special Meetings of Board	6
	2.10	Waiver of Notice	6
	2.11	Determinations by Board; Quorum	6
	2.12	Compensation	7
	2.13	Liability of Board and Unit Owners	7
	2.14	Fidelity Bonds	7
	2.15	Committees	7
	2.16	Principal Offices of Board	8
	2.17	Status of Board	8
	2.18	Incorporation of Board	8
	2.19	Board as Agent of Unit Owners	8
ARTICLE 3.		UNIT OWNERS	8
	3.1	Annual Meetings	8
	3.2	Place of Meetings	8
	3.3	Special Meetings	8
	3.4	Notice of Meetings and Actions Taken	8
	3.5	Adjournment of Meetings	9
	3.6	Order of Business	9
	3.7	Title to Units	9
	3.8	Voting	9
	3.9	Election of Board Members; Rights of Declarant	10
	3.10	Majority of Unit Owners	11
	3.11	Quorum	11
	3.12	Majority Vote	11
ARTICLE 4.		OFFICERS	11
	4.1	Designation	11
	4.2	Election of Officers	11
	4.3	Resignation and Removal of Officers	11
	4.4	President	11
	4.5	Vice President	12

4.6 Secretary 12
4.7 Treasurer 12
4.8 Execution of Documents 12
4.9 Compensation of Officers 12

ARTICLE 5. NOTICES 12
5.1 Notices 12
5.2 Waiver of Service of Notice 12

ARTICLE 6. OPERATION OF THE PROPERTY 13
6.1 Determination of Common Expenses and Fixing of Common Charges 13
6.2 Insurance 13
6.3 Repair or Reconstruction after Fire or Other Casualty or Condemnation 15
6.4 Payment of Common Charges 17
6.5 Collection of Common Charges 18
6.6 Default in Payment of Common Charges 18
6.7 Foreclosure of Liens for Unpaid Common Charges and Other Liens Held by the Board .. 18
6.8 Statement of Common Charges 18
6.9 Maintenance and Repairs 18
6.10 Violations of Obligations 19
6.11 Alterations, Additions, Improvements and Repairs of Units 20
6.12 Alterations, Additions, Improvements or Repairs to Common Elements 21
6.13 Alterations of Certain Common Elements 21
6.14 Restrictions on Use of Units 22
6.15 Use of Common Elements 22
6.16 Other Provisions as to Use 23
6.17 Right of Access 23
6.18 Rules and Regulations 23
6.19 Real Estate Taxes, Water Charges and Sewer Rents 23
6.20 Fuel 24
6.21 Gas 24
6.22 Electricity 24
6.23 Utilities Serving the Common Elements 24
6.24 Abatement and Enjoinment of Violations by Unit Owners 24

ARTICLE 7. MORTGAGES 25
7.1 Notice to Board 25
7.2 Notice of Default and Unpaid Common Charges 25
7.3 Performance by Permitted Mortgagees 25
7.4 Examination of Books 25
7.5 Representatives of Mortgagees 25
7.6 Consent of Mortgagees 26

ARTICLE 8. SELLING, LEASING AND MORTGAGING OF UNITS; ASSIGNMENT OF LICENSES 26
8.1 Selling and Leasing 26
8.2 Sovereign Immunity 28
8.3 No Severance of Ownership 29
8.4 Release by Board of Right of First Refusal 29
8.5 Certificate of Termination of Right of First Refusal 29
8.6 Financing of Purchase of Units by Board 29

8.7 Exceptions 29
8.8 Gifts and Devises, etc. 30
8.9 Unauthorized Sales or Leases of Units 30
8.10 Charges Imposed on Sale or Lease of Units 30
8.11 Power of Attorney 30
8.12 Notices Concerning Unit Ownership and Occupancy 30
8.13 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common 30
8.14 Mortgage of Units 31
8.15 Lease or Purchase of Unit or Other Apartment for Superintendent/Resident Manager Residence 31

ARTICLE 9. RECORDS AND AUDITS 31
9.1 Records 31
9.2 Audits 31
9.3 Availability of Documents 31

ARTICLE 10. ARBITRATION 31
10.1 General Procedure 31
10.2 Costs and Expenses 32
10.3 Agreement by Parties 32

ARTICLE 11. MISCELLANEOUS 32
11.1 Waiver 32
11.2 Captions 32
11.3 Certain References 32
11.4 Severability 32
11.5 Insurance Trustee 33
11.6 Successors and Assigns 33
11.7 Covenant of Further Assurances 33

ARTICLE 12. AMENDMENT TO BY-LAWS 34
12.1 Amendments by Unit Owners 34
12.2 Amendments Affecting Declarant or its Designee 34
12.3 Amendments Affecting Permitted Mortgagees 34

SCHEDULE A - RULES AND REGULATIONS

BY-LAWS

ARTICLE 1.

GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of The Irvin Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of a lot of 66 feet along West 30th Street and 98 feet 9 inches deep (the "Land") which forms a part of Block 753 of Section 3 on 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 (collectively, the "Building"), including, without limitation, the Units, the Common Elements and the Limited 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 (as the same may be amended from time to time, the "Declaration") in the New York County Office of the Register of the City of New York (the "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 hereinafter defined), as applicable. The acceptance of a deed of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of 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 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 hereof, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Board"). From and after the first annual meeting of Unit Owners as provided in Section 3.1 hereof, the Board shall consist of 5 persons elected by the Unit Owners, subject to Declarant's rights under Subsection 3.9.3 hereof. Notwithstanding anything to the contrary set forth above, no Unit Owner may be elected to serve on the Board if the 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 Board, except for the first Board as provided in Section 2.4 hereof and except as otherwise provided herein, shall be elected at the annual meeting 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.

2.1.3 Except for Board members elected or designated by Declarant or its designee, (a) all members of the 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 (as hereinafter defined), or family members of any of the foregoing. Other than Board members elected or designated by Declarant or its designee, no Board member shall continue to serve after such member ceases to be qualified as set forth above. As used herein the term "Permitted Mortgagee" means the holder of any mortgage (a "Permitted Mortgage") of a Unit which is permitted to be placed thereon pursuant to these By-Laws.

2.2 Powers and Duties.

2.2.1 The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium, except such powers and duties which by Law, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners.

2.2.2 Subject to the provisions of Subsection 2.2.1 hereof and without limiting the generality thereof, the 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 Board's obligations under the Declaration and these By-Laws.

2.2.2.1 The Board shall be entitled to make determinations with respect to the following matters:

(a) Operating, caring, maintaining, repairing and replacing the Common Elements.

(b) Determining the amount of Common Charges (as hereinafter defined).

(c) Employing and dismissing personnel in connection with the maintenance and operation of the Common Elements and Limited Common Elements.

(d) Adopting and amending the Rules and Regulations.

(e) Making additions and improvements to, or alterations of, the Common Elements or Limited Common Elements.

(f) Making repairs and restorations of the Common Elements or Limited Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(g) Enforcing obligations of Unit Owners.

(h) Levying fines against Unit Owners for violations of the Rules and Regulations as they pertain to the Units, Common Elements or Limited Common Elements (any such fines shall constitute Common Charges payable by the Unit Owner against which they are levied).

(i) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

(j) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) as set forth in Section 6.2 hereof.

(k) Borrowing money on behalf of the Condominium, when required in connection with the operation and maintenance of the Common Elements or Limited Common Elements; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $200,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (ii) the consent of the Declarant or its designee shall be required for any borrowing made while Declarant or its designee owns Unsold Units to which are appurtenant 10% or more of the Common Interests, and (iii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements or Limited Common Elements without consent of the owner of such Unit. If any sum borrowed by the Board pursuant to the authority contained in this subparagraph (k) is not repaid by the 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.

(l) Organizing corporations to act as designees of the Board with respect to such matters as the Board may determine.

(m) Executing, acknowledging and delivering (i) any declaration or other instrument affecting the Property which the 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 operation or maintenance of the Condominium or (ii) any consent, covenant, restriction, easement or declaration affecting the Property or any part thereof which the Board deems necessary or appropriate.

(n) 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 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.

(o) Obtaining and reviewing insurance for the Property, pursuant to the provisions of Section 6.2 hereof.

(p) Leasing or purchasing an apartment for use as the residence of the building Resident Manager, in addition to the Resident Manager's Unit, 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.

(q) Licensing or leasing the Common Elements.

(r) Purchasing, leasing and otherwise acquiring in the name of the Board or its designee, on behalf of all Unit Owners, any Units offered for sale or lease or surrendered by their owners to the Board.

(s) Purchasing Units at foreclosure or other similar sales, in the name of the Board or its designee, on behalf of all Unit Owners.

(t) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Units acquired by, and subleasing Units leased by, the Board or its designee, on behalf of all Unit Owners.

(u) 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 Board in writing from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

(v) Purchasing or leasing space, in the name of the Board, 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.

(w) 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 or its designee(s).

(x) Reviewing and approving requests for alterations, additions, improvements, renovations and repairs by Unit Owners to their respective Units, Limited Common Elements, and the Common Elements and establishing rules and procedures with respect to such alterations, additions, improvements, renovations and repairs, excluding the Units of the Declarant.

(y) To approve the amount and the means and methods of payment of, and collection of, the Common Charges and Special Assessments and any special fees and assessments from Licensees pursuant to the Storage Locker License.

(z) To acquire in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners, Storage Locker Licenses terminated or surrendered by the Licensee to the Condominium.

2.2.3 Any act with respect to a matter determinable by the Board and deemed necessary or desirable by the Board in connection therewith shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board.

2.2.4 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant continues to own at least 25% in aggregate Common Interests in Units, but in no event later than 5 years from the First Closing of a sale made under the Offering Plan, the Board may not, without Declarant's or such designee's prior written approval: (i) make any addition, alteration or improvement to the Common Elements, Limited 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 that Declarant's or its designee'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 Board to comply with Laws of any governmental authority having jurisdiction over the Condominium.

2.2.5 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or its designee shall continue to own at least 1 Unsold Unit, the Board may not, without the consent of the Declarant or its designee, (i) reduce or eliminate any services provided to Non-Purchasing Tenants under the Rent Laws or their tenancies or as otherwise may be required by Law, in such a manner as may result in the reduction of the rents or use and occupancy sums paid by such Non-Purchasing Tenants, (ii) separately assess a Unit Owner for fees for such services (unless such services are separately assessed at the time of the filing of this Declaration) or (iii) to the extent that services to Non-Purchasing Tenants are currently individually assessed for the provision of additional services, assess Unit Owners for an amount greater than can be charged by the owner of the Unit to the Non-Purchasing Tenants under the Rent Laws.

2.3 Managing Agent and Manager. The Board may employ a managing agent and/or a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to such managing agent or manager other powers granted to the Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (d), (k), (1), (m), (n), (p), (s), (t) and (v) hereof. Notwithstanding anything to the contrary set forth above, all Units occupied by Non-Purchasing Tenants will be managed by the same managing agent who manages all other Units in the Building. Such managing agent will provide to Non-Purchasing Tenants all services and facilities required by Law on a non-discriminatory basis.

2.4 First Board. The Board shall initially consist of the 2 persons designated by Declarant to initially comprise the Board. The Board members shall be deemed to have been "elected" as members of the Board for the purposes of these By-Laws. Within 1 year after the date of the First Closing, the Board will call for the 1st annual meeting of Unit Owners for the purpose of electing a new Board in accordance with the provisions of Section 3.1 hereof and subject to the rights of Declarant to designate (or nominate and elect) certain members of the Board as more particularly described in Subsection 3.9.3 hereof, unless more than 50% of the Units are sold, in which case the first annual meeting of Unit Owners will be called within 30 days after the sale of 50% of the Units. The terms of each member of the Board shall expire annually.

2.5 Resignation and Removal. A Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the 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 hereof, a Board member elected by the Unit Owners 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 Board Member whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Board members designated (or nominated and elected) by Declarant or its designee may only be removed by members other than Declarant or its designees with cause and shall be replaced as described in Section 2.6 hereof. In addition, any member of the Board who is designated (or nominated and elected) as such by Declarant or its designee may be removed by such designating or nominating and electing 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 hereof, any vacancy on the Board, for whatever reason, shall be filled by the members of the Board then in office, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Board until the next annual meeting of the Unit Owners when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these By-Laws, in the case of a vacancy on the Board created by the resignation, removal or any other cause which results in a Board Member designated (or nominated and elected) by Declarant or its designee ceasing to be a member of the Board, Declarant or its designee, as the case may be, shall have the sole right to designate (or nominate and elect) a replacement for such member.

2.7 Organizational Meeting of the Board. The first meeting of the Board following each annual meeting of the Unit Owners shall be held immediately following each such annual meeting.

2.8 Regular Meetings of Board. Regular meetings of the Board may be held at such time and place in the Borough of Manhattan or the office of the Managing Agent as shall be determined from time to time by a majority of the members thereof. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, facsimile or e-mail, at least 5 business days prior to the day named for such meeting.

2.9 Special Meetings of Board. Special meetings of the Board may be called by the President or Vice President of the Board by giving 5 business days' prior notice to each member of the Board by personal delivery, mail, facsimile or e-mail, which notice shall state the time, place in the Borough of Manhattan and purpose of the meeting. Special meetings of the Board shall be called in like manner and on like notice on the written request of at least 2 members of the Board.

2.10 Waiver of Notice. Board members may at any time waive, in writing, notice of the Board meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the 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 Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by Board; Quorum.

2.11.1 Except as otherwise set forth in Sections 2.6 and 2.11.4 hereof, all determinations by the Board shall be made at a meeting of the Board at which a quorum thereof is present. At the 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 Board.

2.11.2 The vote of a majority of the Members of the Board attending a duly constituted meeting of the Board at which a quorum is present shall decide all matters on behalf of the Board relating solely to the Common Elements, the Common Expenses, or all or a portion of the Units.

2.11.3 If there is less than a quorum present at the Board meeting, 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.

2.11.4 Members of the 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 Board may be taken without a meeting if all members of the 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 Board.

2.12 Compensation. No member of the Board shall receive any compensation for acting as such.

2.13 Liability of Board and Unit Owners.

2.13.1 To the extent permitted by applicable Law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of the managing agent or manager in connection with the affairs or operation of the Condominium (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 Board or by the managing agent or manager thereof may state that it is made by the Board, managing agent or manager only as agent for all Unit Owners, that the 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, 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 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. Board members shall have no liability to Unit Owners except that a Board member shall be liable for such Board member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify the Board members against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Board may contract or effect any transaction with a 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.

2.13.2 No Board member 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 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 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.

2.14 Fidelity Bonds. The 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 or manager, if any, employed by it and the premiums on such bonds shall constitute Common Expense.

2.15 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint an Executive Committee and such other committees as the Board may deem appropriate, each to consist of as many members as the Board shall deem appropriate for the purpose of making such reports and studies as the Board deems appropriate. Any Executive Committee shall be required to consist of at least 1 member of the Board. For so long as Declarant or its designee is entitled

to designate (or has nominated and elected) 1 or more members to the Board, any committee appointed by the Board shall have at least 1 of its members appointed by Declarant or its designee.

2.16 Principal Offices of Board. The principal offices of the Board shall 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 Board.

2.17 Status of Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act, the 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 Board pursuant to the provisions of Section 2.18 hereof, the provisions of this Section 2.17 shall no longer be applicable to the Board.

2.18 Incorporation of Board. To the extent and in the manner provided in the Condominium Act, the Board may, by action of the Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event the 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 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.

2.19 Board as Agent of Unit Owners. In exercising their powers and performing their duties under the Declaration and these By-Laws, the 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 these By-Laws.

ARTICLE 3.

UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Unit Owners shall be held on a date which is no later than 1 year after the First Closing. Such meeting shall be held on not less than 10 days' nor more than 40 days' written notice. At such meeting, the incumbent Board shall resign and the Unit Owners shall elect (in accordance with the provisions otherwise provided in these By-Laws) 5 members of the Board. Thereafter, annual meetings of Unit Owners shall be held within approximately 30 days of each anniversary of the first annual meeting. At such meetings, the Board Members shall be elected and there shall also be transacted such other business as may properly come before such meetings.

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 Board.

3.3 Special Meetings. The President of the Board shall call a special meeting of the Unit Owners upon a petition signed and presented to the Secretary of the 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 or recognized overnight courier, at least 10 but no more than 40 days prior to the date 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 as any Unit Owner has designated by notice in writing to the Secretary at least 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 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 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 48 hours from the time fixed for the original meeting.

3.6 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

(a) Call to order;

(b) Roll call;

(c) Proof of notice of meeting;

(d) Reading of minutes of preceding meeting;

(e) Reports of officers;

(f) Reports of members of the Board;

(g) Reports of committees;

(h) Election of inspectors of election (when so required);

(i) Election of members of the Board (when so required);

(j) Unfinished business;

(k) New business; and

(l) Adjournment.

3.7 Title to Units. Title to Units may be taken by individual, corporation, partnership, association, trust or other entity, or any 2 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. The designation of any such proxy shall be made in writing to the Secretary of the Board and shall be

revocable at any time by written notice to the 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 6 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. The Board shall not be entitled to vote the interest appurtenant to any Unit owned by the Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, in all elections for the Members of the Board, each Unit Owner (or such Unit Owner's proxy) entitled to vote (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast the total of votes equal to: (i) one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit, (ii) multiplied by the number of members to be elected to the Board; and to cast the votes represented by the product obtained by multiplying (i) by (ii) for a single member or distribute them among the number of members to be voted for, or any 2 or more of them, as he may see fit.

3.8.3 Notwithstanding anything to the contrary set forth above, Unit Owners may vote to amend the Declaration and these By-Laws pursuant to Article 19 of the Declaration and Article 12 hereof, without a meeting, provided that such Unit Owners receive no less than 30 days notification of such proposed amendment from the Board, together with a copy of the text of such proposed amendment and a proxy with respect to such vote.

3.9 Election of Board Members; Rights of Declarant.

3.9.1 All elections of Board Members shall be determined by plurality vote.

3.9.2 When voting for Board Members, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interest owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Unit Owners, Declarant or its designee shall have the right to vote all of the Common Interests attributable to Unsold Units owned by it until Declarant or its designee has closed title to all of the Unsold Units owned by it. Declarant or its designee shall have the right to elect a majority of the Board Members until the earlier to occur of (i) 5 years from the date of the First Closing or (ii) that date upon which the Unsold Units constitute less than 50% of the Common Interests of the Condominium (the "Initial Control Period"). After the Initial Control Period, Declarant or its designee shall have the right to designate 2 Board Members for so long as Common Interests attributable to Unsold Units equal, in the aggregate, more than 15% of the Common Interests of all Units; and for so long as Declarant or its designee owns at least 1 Unsold Unit, Declarant or its designee shall have the right to designate at least 1 Board Member. In addition to Declarant designating the aforesaid Board Members, the Declarant or its designee may cast its votes for individuals nominated to the Board who are not nominated or designated by Declarant or its designee, which individuals, if elected, shall not be deemed Declarant's or its designee's nominees or designees and shall not be deemed to cause Declarant or its designee to control the Board. For so long as Declarant or its designee is entitled to designate at least 1 Board Member, the number of members of the Board may not be increased without the consent of Declarant or its designee. Any vacancy created by removal of a Board Member designated (or nominated and elected) by Declarant or its designee, or by any other cause which results in a Board Member designated (or nominated and elected) by Declarant or its designee ceasing to be a member of the Board, shall be filled by a person designated by Declarant or its designee. Within 30 days after the Initial Control Period, the members of the Board which were designated (or

nominated and elected) by Declarant or its designee, to the extent such member(s) cause Declarant or its designee to have a majority of the Board Members, shall resign and the Board shall call a meeting of Unit Owners, to be held within such 30-day period, to elect a new Board Member(s).

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 50% of the total votes cast (in person or by proxy) at any meeting at which a quorum is present of Unit Owners determined in accordance with the provisions of Section 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 50% of the Common Interests attributable to the Units shall constitute a quorum at all meetings of Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Units Owners owning Units to which 50% or more of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners

3.12 Majority Vote. Except where otherwise provided by Law, the Declaration or these By-Laws, at all meetings of Unit Owners the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes. Except as otherwise provided by Law, the Declaration or these By-Laws, at all meetings of Units Owners the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

ARTICLE 4.

OFFICERS

4.1 Designation. The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The members of the Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. None of the officers of the Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Board after the first annual meeting of Unit Owners. Thereafter, all officers of the Board must be Unit Owners unless such officer is a member of the Board designated (or nominated and elected) by Declarant or its designee.

4.2 Election of Officers. The officers of the Board shall be elected annually by the members of the Board at the organizational meeting thereof and shall hold office at the pleasure of the Board until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice personally delivered or sent by registered or certified mail, return receipt requested, to the office of the 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 Board, any officer (other than an officer designated (or nominated or elected) by Declarant or its designee) may be removed for cause. A successor officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of Unit Owners and at all meetings of the 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 from time to time, as the President decides is appropriate to assist in the conduct of the affairs of the Condominium.

4.5 Vice President. 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 Board shall appoint some member of the 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 Board or by the President.

4.6 Secretary. The Secretary of the Condominium shall keep the minutes of all meetings of Unit Owners and of the Board. The Secretary shall have charge of such books and papers as the Board requires 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 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board (or in the name of the managing agent appointed by the Board) in such depositories as may from time to time be designated by the Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, any expenditure by the Board in excess of $10,000.00 must be countersigned by 2 members of the Board. If for any reason whatsoever 1 member refuses to countersign such an expenditure which has been authorized, the Board shall designate and authorize another Board member to countersign the expenditure.

4.9 Compensation of Officers. No officer of the Condominium shall receive any compensation for acting as such.

ARTICLE 5.

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to the Board shall be personally delivered or sent by registered or certified mail, return receipt requested to the office of the Board or to such other address as the Board may designate from time to time, by notice in writing to the Unit Owners and to all Permitted Mortgagees, as the case may be, and if there is a managing agent of the Board, a duplicate of any notice to the Board shall be sent in like manner to such managing agent. All notices to any Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail, return receipt requested 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 Board or the managing agent. All notices to Permitted Mortgagees shall be personally delivered or sent by registered or certified mail, return receipt requested, to their respective addresses, as designated by them from time to time, in writing to the Board or the managing agent. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever notice is required to be given by Law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6.

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 Except as otherwise provided herein, all costs and expenses attributable to the operation and maintenance of the Common Elements ("Common Expenses") shall be determined by the Board as set forth below. Common Expenses shall also include such amounts as the 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. The 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 Offering Plan. Such budget shall include such amounts for reserves as the Board deems appropriate. Common Charges shall also be deemed to include any special assessment imposed by the Board on Unit Owners. In addition to basing charges on Common Interests, the Board may also make allocations and assessments of Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law. All Special Assessments relative to the Limited Common Elements shall be levied against all of the Unit Owners having an interest such Limited Common Elements in proportion to their Common Interests except with respect to any Special Assessments relative to the Storage Locker Licenses which shall be levied only against the Licensees of such areas in equal shares relative to the number of such Licensees in such affected areas.

6.1.2 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 Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Board as agent for and on behalf of the Unit Owners.

6.1.3 Common Expenses shall include real estate taxes on the Property until the Units are separately assessed.

6.1.4 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 Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of the Condominium and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to an agreed upon replacement cost of the Building (exclusive of foundation and footings and, at the election of the Board in its sole and absolute discretion, terrorism insurance), said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss thereunder, if any, shall be payable to such Permitted Mortgagee as its interest may appear, subject

however, to the loss payment provisions hereinafter set forth; (b) rent insurance in an amount equal to Common Charges for 1 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 Board; (f) water damage insurance to the extent, if any, determined by the Board; (g) elevator liability and collision insurance (if appropriate); (h) fidelity insurance covering the 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 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 All such policies shall provide that adjustment of loss shall be made exclusively by the Board. Insurance proceeds with respect to any loss shall be payable to the Board, 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 Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 11.5 hereof.

6.2.3 The fire, casualty and general liability insurance policy will be on terms that provide: (1) that each Unit Owner is an additional insured party; (2) that there will be no cancellation without notice to the Board; (3) a waiver of subrogation; (4) a waiver of any defense based on co-insurance; (5) a waiver of invalidity because of the acts of the insured and Unit Owners; and (6) a waiver of pro-rata reduction if Unit Owners obtain additional coverage and shall provide that such policies may not lapse, be canceled or substantially modified without at least 10 days' prior written notice to all of the insured, including all Unit Owners and Permitted Mortgagees and any guarantor of a Permitted Mortgage who the Unit Owner making such mortgage, or the holder of any mortgage encumbering such Unit, shall notify in writing the Board. The Board and all Unit Owners hereby waive their subrogation rights.

6.2.4 The Board shall also be required to obtain and maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, covering (i) the Board, the managing agent or manager, (ii) each Board member and each officer and employee of the Condominium and (iii) 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 Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Board may provide for such deductible amounts as the Board determines.

6.2.6 The Board is not required to obtain or maintain any insurance with respect to a Unit or any personal property contained in a Unit and/or, Storage Locker and/or Limited Common Elements. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) 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 1 occurrence and $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 each Unit Owner's insurance coverage may be modified by the Board from time to time. All policies shall provide that they cannot be canceled without at least 30 days' prior notice to the Board. Upon 10 days' written notice from the Board or the managing agent, the Unit Owner shall

deliver to the Board a duplicate original of the aforesaid policies or certificates evidencing such insurance or such other confirmation satisfactory to the Board. To the extent any party is insured for loss or damage to property, such party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board, as required, the 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 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.

6.3 Repair or Reconstruction after Fire or Other Casualty or Condemnation.

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 (a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the 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 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 and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 6.3. Notwithstanding anything to the contrary contained in this Section 6.3, no Unit Owner whose Unit, its appurtenant Limited Common Elements, if any, or any portion thereof is taken in condemnation or by eminent domain (whether or not all or a part of the 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 6.3.3 hereof, the 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 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 sentence, 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 Common Elements. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be 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 of Subsection 6.3.1 and 6.3.2 hereof, the 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 the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Unit Owners, in proportion to their respective Common Interests, will bear the entire amount of the deficit as a Common Expense, or shall receive all of the surplus, as the case may be. Any surplus payable to any Unit Owner pursuant to this Subsection 6.3.3 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 of priority of such liens.

6.3.4 If either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Declarant or its designee, if Declarant or

its designee 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 Interests, to the extent allocated to destroyed or damaged portions of the Common Elements, 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. The Board agrees to provide a Permitted Mortgagee, and any guarantor of a Permitted Mortgage who the Unit Owner making such mortgage, or the holder of any mortgage encumbering such Unit, shall notify in writing the Board, prompt notice of any condemnation or casualty loss that affects either a material portion of the Building or the Unit securing its mortgage. Notwithstanding anything to the contrary herein set forth or in the Declaration, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons shall require the written consent of the Permitted Mortgagees representing at least 51% of the common interests of the Units which are subject to the Permitted Mortgages.

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 hereof, 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 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 Interests 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 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 the earlier of: (a) 60 days after the date upon which the Insurance Trustee notifies the Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, (b) 90 days after the date upon which the Insurance Trustee notifies the 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 Board pursuant to the terms of Subsection 6.3.1 hereof, 60 days after the date upon which the 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 60 days after the date upon which the 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 shall be resolved by Arbitration.

6.4 Payment of Common Charges.

6.4.1 The Unit Owners shall be obligated to pay to the Board the Common Charges assessed to them pursuant to the provisions of Section 6.1 hereof at such time or times as the Board determines. No Unit Owner may be exempted from liability for such Unit Owner's Common Charges by waiving use of any Common Elements or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property shall not be grounds for a Unit Owner withholding or failing to pay all or any portion of the Common Charges or any other assessments. Unless otherwise determined by the Board, 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 (which, at the time of such conveyance, shall not exceed the market value of the Unit being conveyed) 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 Board or its designee, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Common Charges thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by Law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by Law, the 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 hereof, 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 the provisions of Subsection 6.4.2 hereof, neither the seller nor the purchaser of a Unit shall be liable, 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 Board.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, the Board pays real estate taxes on behalf of the Unit Owners, the amount of such real estate taxes shall be deemed to be Common Charges, and the Board shall have a lien (as provided in Subsection 6.4.2 hereof) for any such accrued and unpaid amounts.

6.4.6 A Unit Owner other than Declarant or its designee, owning a Unit occupied by a Non-Purchasing Tenant, must deposit with the managing agent at acquisition of title to the Unit, an amount equal to not less than the greater of (i) 2 months' Common Charges or (ii) 2 months' rent to be

used as working capital to furnish service and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL. Such Unit Owner agrees that upon written notice by the then managing agent that such deposit has been diminished, the Unit Owner shall replenish such fund within 30 days thereafter. In the event the Unit Owner fails to so replenish such fund, the Board will have a lien against the Unit Owner's Unit in accordance with Subsection 6.4.2 hereof.

6.5 Collection of Common Charges. The Board of the Managing Agent shall take prompt action to collect any Common Charges due which remain unpaid for more than 30 days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

6.6 Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of Common Charges by the 10th day of each month, such Unit Owner shall be obligated to pay a "late charge" equal to interest at the rate of 1.50% 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 Board or by the managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner.

6.7 Foreclosure of Liens for Unpaid Common Charges and Other Liens Held by the Board. In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, or the failure of a Unit Owner to replenish the Working Capital Fund after notice from the Board to do so, 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 Board, acting on behalf of all Unit Owners, shall have the power to purchase any Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the votes appurtenant to such Unit). 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.

6.8 Statement of Common Charges. The Board shall promptly provide any Unit Owner who so requests with a written statement of all unpaid Common Charges due to it from such Unit Owner (but not more often than twice in any 12-month period).

6.9 Maintenance and Repairs.

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all maintenance in or to any Unit (including, but not limited to, the interior walls, partitions, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, all entrance doors and their frames and saddles, windows (including glass), exposed plumbing, gas and heating fixtures and equipment, any air conditioning in the Units, lighting and electrical fixtures and any Common Elements incorporated therein pursuant to Subsection 6.15.5 hereof or any other section in these By-Laws, but excluding any other Common Elements contained therein) shall be made by the owner of such Unit at such Unit Owner's sole cost and expense. Notwithstanding the foregoing, any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Board at the sole cost and expense of the Unit Owner of such Unit (unless such breakage is caused by the Board or the negligence of any other Unit Owner, in

which event such replacement of glass windows will be at the sole cost and expense of the Board or such Unit Owner). No replacement, modification or alteration may be made to or of the windows (other than replacement of the window panes) without the consent of the Board.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1 hereof:

6.9.2.1 In the event that any maintenance to the Property or any part thereof is substantially necessitated by the negligence, misuse or neglect of 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, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.2.2 The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted and the windows may not be modified, altered or replaced without the consent of the Board. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

6.9.2.3 The exterior surface of all windows in the Units, if so determined by the Board, shall be washed and cleaned by the Board and the cost and expense thereof shall be a Common Expense of the Unit Owners. The interior glass surfaces of all windows located in any Unit shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense.

6.9.2.4 The exterior of all front doors of Units shall not be painted or decorated other than with the consent of the Board.

6.9.2.5 No awnings, air conditioning equipment, ventilators or other Facilities or equipment will be installed or modified in the Units (other than with respect to the Unsold Units) without the prior written approval of the Board.

6.9.3 Each Unit and all portions of the Common Elements shall be kept in good condition by the Unit Owner or the Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the 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, those areas exposed to public view shall be kept in good, clean and neat appearance, by each Unit Owner with respect to the Unit including, all windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit must be white if visible from outside the Unit).

6.9.4 The Board shall not be obligated to maintain any particular temperature and/or humidity in any Unit.

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 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 a Unit Owner is responsible under the Declaration or these By-Laws, the Board may, but shall not be obligated to, perform or cause to be performed such maintenance unless such Unit Owner, within 30 days after receiving notice of such default from the 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 Board, together with interest

thereon at the rate of 1.50% per month from the date on which the 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 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 Unit Owner shall make any alteration, addition, improvement or repair in or to such Unit Owner's Unit involving non-structural or structural work or which impact upon Building systems, or a neighboring Unit, without the prior written approval of the Board. The Board shall have the obligation to respond to any written request by Unit Owners for approval of a proposed non-structural or structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within 60 days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed alteration, addition, improvement or repair. With respect to any alteration, addition, improvement or repair, the Board may exercise the right to reasonably approve the contractors and suppliers performing any alteration, addition, improvement or repair in any Unit and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. In addition, the Board will have the right, as a condition to approving a Unit Owner's request to renovate kitchens and bathrooms, to require such Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Unit or to contribute to the Condominium the sum necessary to enable the Condominium to perform such replacements. The Board may impose fees upon a Unit Owner to reimburse the Board for its costs (and/or costs of its agents) incurred in reviewing or supervising the aforesaid work. The foregoing provisions shall not apply to Declarant or its designee or a Permitted Mortgagee (or its designee) of Declarant or its assignee, which shall not be required to obtain the approval of the Board for any alteration, addition, improvement or repair, whether structural or non-structural in or to Unsold Units or to enter into any alteration agreement with respect thereto or perform any additional work as a condition thereof or pay any costs in connection therewith.

6.11.2 Any walls or partitions contained in a Unit which do not conform to the Floor Plans contained in Part II of the Offering Plan or with applicable law must be removed at the Unit Owner's sole cost and expense in accordance with the provisions of Subsection 6.11.1 hereof. Any walls or partitions to be erected in a Unit other than those shown on the Floor Plans contained in Part II of the Offering Plan must conform with the requirements of Subsection 6.11.1 hereof and the Unit Owner must obtain a valid work permit and a certificate of completion from the New York City Department of Buildings for such partition or wall.

6.11.3 All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all Laws. A Unit Owner (and his successors) making or causing to be made any alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to be liable for all future maintenance and the cost thereof relative to any such alteration, addition, improvement or repair and to hold the Board and all other Unit Owners harmless from any costs or liability arising therefrom.

6.11.4 Any application to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an alteration, addition, improvement or repair in or to any Unit so approved by the Board (if such approval is required) shall, if required by Law or such department or authority, be executed by the Board, provided that the 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, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant or its designee is hereby authorized on behalf of the Board to execute the Required Documentation as may be required to undertake, perform and complete such work to the Unsold Units and Common Elements as Declarant is entitled to perform in accordance with the terms of 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 the Units and/or a change in use) and to obtain such certificates of completion as may then be required by Law and the Board, if requested by Declarant or its designee, shall execute the Required Documentation.

6.12 Alterations, Additions, Improvements or Repairs to Common Elements. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to (i) the Common Elements shall be made by the Board and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense, and (ii) a Limited Common Element shall be made by the Unit Owner or Unit Owners benefitting from the Limited Common Element at the benefitting Unit Owner(s)' sole cost and expense.

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 Board, Mortgage Representative or Unit Owner is required as a condition precedent to any alteration, addition or improvement to any Common Element (collectively, an "Alteration"), proposed to be made by Declarant or its designee (collectively, the "Proponent"), such consent shall not be unreasonably withheld or delayed by the Board, Mortgage Representative or Unit Owner (collectively, the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within 30 days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such 30 day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Alteration to be paid by it, and (ii) that all costs and expenses for maintaining and repairing such Alteration after its completion will not be charged to Unit Owners represented by the Opposing Party as Common Expenses, (b) the proposed Alteration would not materially interfere with the use and enjoyment of the owners, tenants and occupants of those Units represented by the Opposing Party and (c) the proposed Alteration would not materially weaken the structure of the Building.

6.13.2 Nothing contained in Subsection 6.13.1 hereof 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 order to provide for congenial occupancy of the Property and for the protection of the values of the Units, each Unit shall be used for residential purposes only; provided, however, that with the consent of the Board or Declarant or its designee, up to 25% of the usable floor space of any Unit (but not to exceed 500 square feet) may be used for certain home occupation or professional office use, provided such use does not interfere with the use and enjoyment of other Units by their respective Unit Owners.

6.14.1.1 Notwithstanding anything to the contrary set forth above, the Board or the Declarant or its designee (in connection with the conveyance of an Unsold Unit) may, in their respective discretion, grant permission for the use of a Unit as a professional office or for any other purpose, provided such use (1) is permitted by Law, (2) does not violate any then existing certificate of occupancy for the Building, and (3) complies with all applicable governmental regulations. Such permission by the Board or the Declarant or its designee, as the case may be, shall be in writing and shall be personal to the Unit Owner. Any successor in title to such Unit shall be required to obtain the prior written approval of the Board or Declarant or its designee, as the case may be, before using such Unit as a professional office or for any other purpose. No portion of a Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and no transient occupant may be accommodated therein.

6.14.1.2 Each Unit Owner shall notify the managing agent in writing when a child or children under the age of 10 years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Law and in any event, without full knowledge of the managing agent. See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for further details.

6.15 Use of Common Elements.

6.15.1 The Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.15.2 Without the prior consent of the Board, 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 Common Elements or Limited Common Elements, if any, other than in any (a) Limited Common Elements for the exclusive use of a particular Unit Owner or (b) in areas designated as storage areas, if any. 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 (if any) and entrance designated by the Board for transporting packages, merchandise or other objects.

6.15.4 The owner of any 2 or more Units, which Units are serviced or benefited by any Common Element adjacent or appurtenant to such Units (or serviced or benefited by any Common Element adjacent or appurtenant to such Units located on opposite sides of such hallway) shall, to the extent permitted by Law and with the consent of the Board (which consent may be withheld in the absolute discretion of the Board), 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 Units which are Unsold Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board. Notwithstanding the above, if an owner transfers or conveys its 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.

6.15.5 Each Storage Locker shall be used only for the storage of personal effects of the Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any material which will pose a health or safety threat or which will result in the cancellation of insurance on the Building, or the contents thereof, or which would otherwise create a nuisance, be stored therein. Except for Declarant, no Storage Locker may be licensed independently of the ownership of a Unit.

6.15.6 The Board has the authority to promulgate additional rules regarding the use of and access to the Storage Lockers and the procedures for assigning such Storage Lockers. A Unit Owner may transfer or surrender the Storage License to the Board which shall be authorized to reissue such Storage Locker License to another Unit Owner for such consideration as the Board shall deem appropriate.

6.15.7 Notwithstanding anything to the contrary contained in this Section 6.15, Declarant or its designee may, without the consent of either the Condominium or the Unit Owners, use any unlicensed Storage Locker for any purpose, provided such use is permitted by law.

6.16 Other Provisions as to Use. No nuisance shall be allowed in any Unit, nor shall any use or practice be allowed in the Unit, 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 any Unit or any portion thereof. All Laws relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such part of the Property.

6.17 Right of Access. Each Unit Owner shall grant a right of access to such Unit Owner's Unit and Storage Locker, if any, to the Declarant or its designee for the completion of any work to be performed in the Building including but not limited to any punch list work in Units, and to the Board, the Managing Agent, Resident Manager and/or any other person authorized by the Declarant or its designee. In case of an Emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.18 Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations (collectively, the "Rules and Regulations") concerning the use of the Units and the Common Elements. The Board may from time to time, modify, amend or add to the Rules and Regulations. The 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.

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 any 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 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. 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 each Unit bears to the Common Interests of all Units) to the 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 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 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 Fuel. The cost and expense of fuel serving or benefiting the Building and the Units will be borne by the Unit Owners as a Common Charge.

6.21 Gas. Gas for the Units (including without limitation, gas for hot water) will be supplied by the utility company servicing the gas distribution system in the Building and charges therefor shall be paid by the Board. The cost of gas for domestic cooking consumed in the Units will be borne by the Unit Owners as a Common Charge.

6.22 Electricity. Electricity for each Unit shall be supplied by the utility company servicing the Units and metered or submetered for some Units (or portion thereof). Some Unit Owners shall be required to pay the bills for electricity consumed or used in such Unit Owners' Unit (or portion thereof) and any Limited Common Elements to which such Unit has exclusive access, directly to the utility company or as directed by the Board. Electricity for the Common Elements shall be supplied through one or more separate meters or submeters therefor and the cost thereof will be paid by the Board and will be borne by the Unit Owners accordingly as Common Charges.

6.23 Utilities Serving the Common Elements. Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting any Common Element shall be (i) considered part of the expense of maintaining such Common Element, (ii) determined by the Board, and (iii) charged as a Common Expense.

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 these By-Laws or the breach of any provision of the Declaration, shall give the Board the right, but not the obligation, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or any Common Element 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 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 or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

ARTICLE 7.

MORTGAGES

7.1 Notice to Board. A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board. The mortgage 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 Board and shall file a conformed copy of the satisfaction of mortgage with the Board. The 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, the Board 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 which may to the Board's knowledge then exist. The Board agrees to provide a Permitted Mortgagee, and any guarantor of a Permitted Mortgage who the Unit Owner making such mortgage, or the holder of any mortgage encumbering such Unit, has provided written notice to the Board, prompt notice of any 60 day delinquency in the payment of assessments or charges owed by any Unit Owner on which it holds a Permitted Mortgage.

7.3 Performance by Permitted Mortgagees. The Board shall accept from 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 and receipt by the Permitted Mortgagee of notice of any such default, the Permitted Mortgagee shall be entitled to an additional 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 30 days after expiration of applicable notice and cure periods within which to cure any non-monetary default by a Unit Owner hereunder; provided, however, that in the case of a non-monetary default that cannot, in the exercise of due diligence, be cured within such 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 Unit(s) 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 1 Permitted Mortgage is secured by a Unit, the senior Permitted Mortgagee shall be entitled to take all actions permitted under this Section unless all the Permitted Mortgagees otherwise designate a different Permitted Mortgagee to so act, by notice to the Board.

7.4 Examination of Books. Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, and upon reasonable notice, on business days, but not more than once a month.

7.5 Representatives of Mortgagees.

7.5.1 In the manner more particularly set forth in Subsection 7.5.2 hereof, the holders of Institutional Mortgages (as hereinafter defined) may, at their election, designate 1 or more, but not more than 3, representatives ("Mortgage Representatives") who shall be empowered to act on behalf of all holders of Institutional Mortgages, with respect to any matter requiring their consent or approval under

the Declaration or these By-Laws. If any Mortgage Representatives are so designated and notice thereof is given to the Board, the act of any such Representative (or a majority of such Representatives if more than 1 is so designated) shall be deemed binding upon the holders of all Institutional Mortgages. As used herein, the term "Institutional Mortgage" means any first mortgage covering a Unit or Units, the initial holder of which is (i) Declarant or its designee, (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust, or (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

7.5.2 Any designation of a Mortgage Representative made by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages shall be binding upon the holders of all Institutional Mortgages. Any such designation of any 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 Board. Unless otherwise required by Law, all Permitted Mortgagees other than holders of an Institutional Mortgage shall have no right to participate in the selection of Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Mortgage Representatives pursuant to the Declaration or these By-Laws.

7.5.3 The Board agrees to provide a Permitted Mortgagee, and any guarantor of a Permitted Mortgage who the Unit Owner making such mortgage, or the holder of any mortgage encumbering such Unit, has provided written notice to the Board, prompt notice of any proposed action that requires the consent of the Mortgagee Representative.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Board, any officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner's mortgagor.

ARTICLE 8.

SELLING, LEASING AND MORTGAGING OF UNITS; ASSIGNMENT OF LICENSES

8.1 Selling and Leasing. No Unit Owner, other than Declarant or its designee (to whom the following shall not apply), may sell or lease such Unit Owner's Unit except by complying with the following provisions.

8.1.1 Any Unit Owner who receives a bona fide offer to (a) purchase such Unit Owner's Unit together with its appurtenant Common Interest, or (b) lease such Unit Owner's Unit (such offer to purchase or lease a Unit, as the case may be, an "Outside Offer," the party making any such Outside Offer, an "Outside Offeror" and the Unit Owner to whom the Outside Offer is made, an "Offeree Unit Owner"), which the Offeree Unit Owner intends to accept, shall give notice by hand delivery or certified or registered mail, return receipt requested, to the Board of the receipt of such Outside Offer. Said notice shall include the name and address of the Outside Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or intended occupancy date in the event of a lease) and such other information as the Board may reasonably require. The giving of such notice to the Board shall constitute an offer by the Offeree Unit Owner to sell such Unit Owner's Unit together with its appurtenant Common Interest or to lease such Unit Owner's Unit to the Board, or its designee, corporate or otherwise, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Offeree Unit Owner to the Board acting on behalf of all Unit Owners that the Offeree Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board may reasonably request. Not later than 30 days after receipt of such

notice together with such information as may have been requested, the Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said 30 day period, by hand delivery or by certified or registered mail, return receipt requested, to purchase such Unit together with its appurtenant Common Interest or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Unit Owners represented by the Board, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

8.1.2 In the event the Board shall timely elect to purchase a Unit together with its appurtenant Common Interest or to lease such Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, then (a) with respect to a purchase, title shall close at the office of the attorneys for the Board, in accordance with the terms of the Outside Offer, within 45 days after the giving of notice by the Board of its election to accept such offer and (b) with respect to a lease, the lease, upon the terms set forth in the Outside Offer, shall be executed and deemed effective on the date the Board elects to accept such offer. Notwithstanding the foregoing, in the event that the closing date with respect to a purchase or the commencement date of the term of the lease, as the case may be, set forth in the Outside Offer, shall be later than 45 days after the giving of notice by the Board of its election to accept the aforesaid offer, the Board shall be required to perform or cause to be performed all of the terms of the Outside Offer (except as otherwise expressly set forth in this Article 8) including, but not limited to, payment of a downpayment or advance rentals and security deposits, as the case may be, and such closing of title or the commencement of the term of the lease shall be the date set forth in the notice to the Board referred to in Subsection 8.1.1 hereof as the intended closing date or commencement date, as the case may be. If pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Board may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit together with its appurtenant Common Interest is to be sold, shall convey the same to the Board, or to its designee, corporate or otherwise, on behalf of all Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed at the expense of such Offeree Unit Owner, who shall also pay all other taxes arising out of such sale (other than the "Mansion Tax," if any, which shall be paid by the Board). Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Board, or its designee, corporate or otherwise, as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board, or to its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Board, or its designee, corporate or otherwise, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

8.1.3 In the event the Board or its designee shall fail to accept such offer within 30 days after receipt of notice, as aforesaid, the Offeree Unit Owner shall have an additional 60 days to accept the Outside Offer by executing and delivering a contract or lease, as the case may be. In the event the Offeree Unit Owner shall not, within such 60-day period, accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer within such 60-day period but such sale or lease, as the case may be, shall not be consummated within an additional 60 days following the expiration of such 60-day period, then, should such Offeree Unit Owner thereafter elect to sell such Unit together with its appurtenant Common Interest or to lease such Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1. Notwithstanding the foregoing, the Board, in its discretion, may waive the Offeree Unit Owner's obligation to comply with either or both of the 60-day periods described herein or may extend either or both such periods, provided that such waiver or extension shall only be effective if in writing.

8.1.4 Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

8.1.5 Any lease executed in connection with the acceptance of any Outside Offer to lease a Unit shall be consistent with these By-Laws and shall provide that it may not be materially modified, amended or extended without the prior written consent of the Board, that the tenant shall not assign such Unit Owner's interest in such lease or sublet the demised premises or any part thereof without the prior written consent of the Board and that the Board, if permitted by applicable Law, shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of its obligations under such lease, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

8.1.6 Except as hereinbefore set forth, the form of any such lease executed by the Board or an Outside Offeror shall be a printed, reasonably applicable form of residential lease which is generally approved by the Board which governs the Unit to be leased and is accepted in New York City, such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, and shall contain such modifications as shall be approved in writing by the Board. Any lease executed by the Board, as tenant, shall provide that the Board may enter into a sublease of the demised premises without the consent of the landlord.

8.1.7 The foregoing restrictions of this Section 8.1 shall not apply to Unsold Units or Units rented to or by Declarant or its designee. Declarant or its designee shall have the right to freely sell their respective Unsold Units, or to freely lease all or any part of the Unsold Units, without having to first offer the same for sale or lease to the Board.

8.2 Sovereign Immunity. Notwithstanding anything to the contrary set forth above, before any Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act, as the 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) (such grantee, a "Governmental Entity"), from any legal or equitable proceedings in the United States of America or elsewhere, the Board may require that the potential grantee enter into an agreement with the Board, on terms acceptable to the 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 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 Board shall elect, and (iv) permits execution and enforcement of any judgment obtained by the Board.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Unit Owner's Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.3 shall permit the leasing of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Board of Right of First Refusal. The right of first refusal contained in Section 8.1 hereof may be released or waived by the Board only in the manner provided in Section 8.5 hereof. In the event the Board shall release or waive its right of first refusal as to any Unit, such Unit together with its appurtenant Common Interest may be sold, conveyed or leased, free and clear of the provisions of Subsections 8.1.1 and 8.1.2 hereof, provided that such sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3 hereof.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed by an officer of the Board stating that the provisions of Subsection 8.1.1 hereof have been met by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board, and that as a result thereof the rights of the Board thereunder have terminated (provided that any sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3 hereof), shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely on such certificate in good faith. The Board shall furnish such certificate upon request to any Unit Owner with respect to whom the provisions of Subsection 8.1.1 hereof apply.

8.6 Financing of Purchase of Units by Board. The purchase of any Unit by the Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Board. If the funds in such accounts are insufficient to effectuate any such purchase (taking into account the need to maintain a reserve in such accounts), the 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 Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit(s) to be purchased together with its (their) appurtenant Common Interest(s).

8.7 Exceptions. The provisions of Section 8.1 hereof shall not apply with respect to any lease, sale or conveyance of any Unit together with its appurtenant Common Interest by (a) the Unit Owner thereof to such Unit Owner's spouse, life partner, adult children or grandchildren, parents, grandparents, adult siblings or to any 1 or more of them or to any affiliate of the Unit Owner (provided control of such affiliate does not change), (b) Declarant or its designee, (c) the Board, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure, or (e) a Permitted Mortgagee or its assignees, who has acquired title to any Unit at any foreclosure sale of such Unit Owner's Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner shall be bound by, and such Unit Owner's Unit subject to, the provisions of this Article 8. The term "affiliate" shall be deemed to be an individual or entity which owns more than 50 of the beneficial interest of such Unit Owner, or an entity with respect to which such Unit Owner owns more than 50% of the legal and beneficial interest.

8.8 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer such Unit Owner's Unit by gift, or may devise such Unit Owner's Unit by will or have such Unit Owner's Unit pass by intestacy, without being subject to the restrictions of Section 8.1 hereof; provided, however, that each succeeding Unit Owner shall be bound by, and such Unit Owner's Unit shall remain subject to, the provisions of this Article 8.

8.9 Unauthorized Sales or Leases of Units. Any purported sale or lease of a Unit consummated in violation of Sections 8.1, 8.2 or 8.3 hereof shall be voidable at the election of the Board and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject the purported purchaser (in case of an unauthorized sale) or to evict the purported tenant (in case of an unauthorized lease), in the name of the said Unit Owner as the owner or landlord, as the case may be. Said Unit Owner shall reimburse the Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

8.10 Charges Imposed on Sale or Lease of Units. If permitted by Law, the Board shall be entitled to fix by resolution and collect, before any sale or lease of a Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Board, in connection with the sale or lease. Additionally, with the consent of the Declarant or its designee (for so long as there are any Unsold Units), the Board may, if permitted by Law, by resolution adopt a "flip" tax in connection with such sale in order to create a reserve fund which will provide reserves for the Condominium to use in the future for capital improvements, emergency repairs and working capital. If such charges are adopted, it shall be added to, and constitute a portion of, Common Charges payable by the selling or leasing Unit Owner. The aforementioned charges shall not apply to the lease of a Unit to Declarant or its designee, to the sale or lease of Unsold Units by Declarant or its designee, or to the sale or lease of Unsold Units by a Permitted Mortgagee of Declarant that acquires title to Unsold Units.

8.11 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Power of Attorney required by Article 16 of the Declaration, in the form set forth as Exhibit E to the Declaration.

8.12 Notices Concerning Unit Ownership and Occupancy. Within 5 days following acquisition of a Unit or the commencement of a lease relating thereto, the new Unit Owner or lessor, as the case may be, shall notify the Managing Agent of the Unit involved, the name of the purchaser or lessee and the names of the individuals, as permitted by the By-Laws, who will be using or occupying the Unit. The individuals so designated may be changed by the purchaser or lessor, from time to time, by further notice to the Managing Agent. For so long as any Units are occupied by Non-Purchasing Tenants, a purchaser of such Unit, promptly after acquiring title to the Unit, shall notify the Non-Purchasing Tenant of the change in ownership and the name of the new Unit Owner and the Board shall make available such information to the Non-Purchasing Tenant. Additionally, each purchaser of a Unit occupied by a Non-Purchasing Tenant must: (a) deposit with the Managing Agent at the closing of title to the Unit, a sum not less than an amount equal to the greater of (i) 2 months' Common Charges or (ii) 2 months' rent to be used as working capital to furnish those services and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL, and (b) upon written notice by the Managing Agent that the deposit has been diminished, replenish such fund within a 30 day period.

8.13 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

8.14 Mortgage of Units. Subject to Article 7, each Unit Owner shall have the right to mortgage such Unit Owner's Unit without restriction, provided that the Unit Owner making such mortgage shall notify in writing the Board of the making of such mortgage.

8.15 Lease or Purchase of Unit or Other Apartment for Superintendent/Resident Manager Residence. The Board shall have the right to lease or purchase and finance the purchase of a Unit or other apartment for the use of the Resident Manage, in addition to the Resident Manager's Unit, 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.

8.16 **Assignment of Licenses**. No Unit Owner shall be permitted to assign or convey a Storage Locker License to anyone other than a Unit Owner. Such Storage Locker License may be assigned by a Unit Owner at any time (and not subject to any right of first refusal by the Board) provided (i) the assignee is a Unit Owner at the Condominium; (ii) the assignee assumes the obligations under the Storage Locker License; (iii) notification of the assignment is promptly delivered to the Board in compliance with its requirements; and (iv) all Special Assessments and other obligations due to the Condominium have been paid in full.

ARTICLE 9.

RECORDS AND AUDITS

9.1 Records. The Board or the Managing Agent, if any, shall keep detailed records of the actions of the Board, minutes of the meetings of the Unit Owners and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures. In addition, the 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 Board against each Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

9.2 Audits. Within 4 months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Board to all Unit Owners and, if so requested, to any Permitted Mortgagee. The cost of such report submitted by the Board shall be paid by the Unit Owners as a Common Expense.

9.3 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 Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 10.

ARBITRATION

10.1 General Procedure. Any arbitration provided for in these By-Laws shall be conducted before 1 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 1 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 arbitration under this Article 10 shall be a lawyer

or real estate developer or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than 15 years.

10.2 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 its own counsel and expert witnesses. All costs and expenses paid or incurred by the Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute Common Expenses.

10.3 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 10.1 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 11.

MISCELLANEOUS

11.1 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.

11.2 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.

11.3 Certain References.

11.3.1 A reference in these By-Laws to any 1 gender, masculine, feminine or neuter, includes the other 2, and the singular includes the plural, and vice versa, unless the context otherwise requires.

11.3.2 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.

11.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

11.4 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.

11.5 Insurance Trustee. As used herein, the term "Insurance Trustee" shall refer to a bank or trust company in the City of New York, designated by the Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or the Board wishes to replace it, the Board shall promptly appoint a new Insurance Trustee. The 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.

11.6 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 of the Unsold Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Unit Owners.

11.7 Covenant of Further Assurances.

11.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, upon prior reasonable written request and (except if the requesting party is the Board) 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.

11.7.2 If any Unit Owner or other party which is subject to the terms of these By-Laws fails, within 10 days (or 60 days, where the other party is a Permitted Mortgagee) 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 (with a copy to the Board) stating the reasons why such Unit Owner or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the 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.

11.7.3 If any Unit Owner, the Board or other party which is subject to the terms of these By-Laws fails, within 10 days (or 60 days, where the other party is a Permitted Mortgagee) after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable (with a copy to the Board) stating the reasons why such Unit Owner, the Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

ARTICLE 12.

AMENDMENT TO BY-LAWS

12.1 Amendments by Unit Owners. Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 66-2/3% 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. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, Permitted Mortgagees or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Board, as attorney-in-fact for the Unit Owners, coupled with an interest, which the Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Declarant or its designee or any Unsold Units, (i) no amendment, modification, addition or deletion pursuant to the provisions of the first sentence hereof shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any, or Declarant, and (ii) the provisions of this Section 12.1 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.

12.2 Amendments Affecting Declarant or its Designee. 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 Declarant or its designee or the owner of any Unsold Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or its designee or the owner of any Unsold Unit, as the case may be, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Unit, as the case may be, 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, 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 affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Unit. Declarant or its designee shall have the right to amend these By-Laws, without the consent of the Board or any other Unit Owner, to effectuate the rights otherwise granted to Declarant or its designee under the terms of the Declaration and these By-Laws.

12.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or Sections 6.1, 6.2, 6.4.2, 6.4.3, 8.7(d) or (e) or 8.10 hereof 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.

SCHEDULE A

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building 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 Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Building.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators (if any), vestibules, corridors, stairways or fire towers of the Building.

4. No public hall or public elevator vestibule (if any) of the Building shall be decorated or furnished by any Unit Owner in any manner.

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.

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 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 Board or the managing agent of the Building, nor shall anything be projected from any door or window of the Building without similar approval except as may otherwise be required by Law.

8. No heat, ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in the elevators other than the elevators designated by the 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.

11. No Unit Owner shall make or permit any disturbing noises or activity in the Building or do or permit anything to be done therein, which will unreasonably interfere with the rights, comfort or

convenience of other Unit Owners. 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 loudspeaker 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 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.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Unit without the same in each instance having been expressly permitted in writing by the Board or the managing agent of the Building and such consent, if given, shall be revocable by the Board or such managing agent in their sole discretion, at any time. In no event shall any Unit Owner maintain more than 2 pets in a Unit without the consent of the Board nor shall any bird, reptile or animal be permitted in any public elevator in the Building, other than the elevators designated by the Board or the managing agent Building for that purpose, or in any of the public portions of the Building, 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 Board setting forth such other rules regarding pets as the Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Messengers and trades people visiting or residing in the Building may be required to use the elevators (if any) designated by the 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 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.

14. All service and delivery persons may be required to use the service entrance (if any). All packages, whenever feasible, may be required to be delivered by outside personnel to the package room (if any) in the lobby where such packages will be held for pick-up by Unit Owners.

15. Trunks and heavy baggage shall be taken in or out of the Building by the elevators designated by the Board or the managing agent of the Building for that purpose, and through a designated entrance only.

16. No refuse from the Units shall be sent to the lobby level of the Building except at such times and in such manner as the Board or the managing agent may direct.

17. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

18. No occupant of the Building shall send any employee of the Building or of the managing agent thereof out of the Condominium on any private business.

19. The agents of the Board or the managing agent, and any contractor or worker authorized by the Board or the managing agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 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.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Board or the managing agent may retain a passkey to each Unit that has locks. If any lock is altered or a new lock is installed, the Board or the managing agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to 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 Board or the managing agent, then the Board or the managing agent (but, except in an Emergency, only when specifically authorized by an officer of the Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

22. No vehicle belonging to a 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.

23. Complaints regarding the services of the Building shall be made in writing to the Board or to the managing agent.

24. 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 Board, at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board, be conditional in nature.

25. Unit Owners will faithfully observe the following procedures with respect to the use of any 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.

26. Except as expressly 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.

27. 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.

28. No Unit Owner or any of such Unit Owner's agents, servants, employees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable,

combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

29. If any key or keys are entrusted by a 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 Board or the managing agent whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent 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.

30. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the 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 Common Elements.

31. The Board shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes, if any.

32. 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 Board or the managing agent.

33. 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.

34. Unless expressly authorized by the 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.

35. There will be no barbecuing in the Units or in any Limited Common Elements or the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Board.

36. The 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 Building when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of 1 Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

37. The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

EXHIBIT E

TO THE DECLARATION OF THE CONDOMINIUM

POWER OF ATTORNEY
(to be executed in triplicate)

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by West 30th Realty LLC ("Declarant") establishing a plan for condominium ownership of the premises known as The Irvin Condominium (the "Condominium") and by the street number 308-312 West 30th Street, New York, New York 10001 under Article 9-B of the Real Property Law of the State of New York dated _____ 20__, and recorded in the New York County Office of the Register of the City of New York on _____, ____ in Reel _____, page _____ or (b) in the by-laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in the Condominium which is designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ___, in Block 2094 of Section 7 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the 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 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 Owner who elects to surrender the same pursuant to the By-Laws, and (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 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 such Unit which the undersigned could do if the undersigned were personally present, (2) upon determination by the Board, to commence, pursue, appeal, settle and/or terminate administrative and/or certiorari proceedings to obtain reduced real estate tax assessments with respect to Units including retaining counsel and taking any other actions which the Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Board deems 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 of the Common Elements, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Building as the Board deems necessary or appropriate or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Board shall constitute the acts of said attorneys-in-fact.

The undersigned hereby nominates, constitutes and appoints the Declarant true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant when such amendment (i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by the Declarant in accordance with the Declaration or (ii) shall be required by (x) any Institutional Lender designated by the Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by the Declarant to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of_____, 20__

_____

_____

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

On the ____ day of _____ in the year 20__ 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____ in the year 20__ 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 (s)he 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 6

POWER OF ATTORNEY

ALSO EXHIBIT E

TO THE DECLARATION OF THE CONDOMINIUM

POWER OF ATTORNEY
(to be executed in triplicate)

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by West 30th Realty LLC ("Declarant") establishing a plan for condominium ownership of the premises known as The Irvin Condominium (the "Condominium") and by the street number 308-312 West 30th Street, New York, New York 10001 under Article 9-B of the Real Property Law of the State of New York dated _____ 20__, and recorded in the New York County Office of the Register of the City of New York on _____, ____ in Reel _____, page _____ or (b) in the by-laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in the Condominium which is designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ___, in Block 2094 of Section 7 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the 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 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 Owner who elects to surrender the same pursuant to the By-Laws, and (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 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 such Unit which the undersigned could do if the undersigned were personally present, (2) upon determination by the Board, to commence, pursue, appeal, settle and/or terminate administrative and/or certiorari proceedings to obtain reduced real estate tax assessments with respect to Units including retaining counsel and taking any other actions which the Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Board deems 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 of the Common Elements, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Building as the Board deems necessary or appropriate or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Board shall constitute the acts of said attorneys-in-fact.

The undersigned hereby nominates, constitutes and appoints the Declarant true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant when such amendment (i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by the Declarant in accordance with the Declaration or (ii) shall be required by (x) any Institutional Lender designated by the Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by the Declarant to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of_____, 201__

_____

_____

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

On the ____ day of _____ in the year 201__ 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____ in the year 201__ 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 (s)he 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 7

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271
Attention: Real Estate Financing Bureau

Re: **308-312 West 30th Street**
New York, New York

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we are responsible for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 23 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that all documents submitted hereafter by us which further 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 of sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated as of December 27, 2012

SPONSOR

WEST 30TH REALTY LLC

By: _____
Name: Joel Wiener
Title: Managing Member

SPONSOR'S PRINCIPALS:

_____
Joel Wiener

_____
Sherry Wiener

Sworn to before me this
27 day of December, 2012

_____
Notary Public

DANIELLE T. KOOLYK
Notary Public, State of New York
No. 01KO6158134
Qualified in Rockland County
Commission Expires November 27, 2014

EXHIBIT 8

CERTIFICATION OF SPONSOR'S ARCHITECT

ARCHITECT'S CERTIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

308-312 West 30th Street
New York, New York 10001

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report disclosing the condition of the property (the "Report"). Our firm visually inspected the property on June 6, 2012; June 22, 2012; July 11, 2012; July 12, 2012; August 1, 2012; August 2, 2012; August 20, 2012, and June 12, 2013. I prepared the Report dated December 19, 2012 and revised the Report on July 1, 2013, 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 in the State in which the property is located.

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 23 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 and conducted the visual inspection referred to above with due diligence in order to form a basis for this certification. I certify that the report and all documents prepared by me disclose all the material facts which were then discernable from a visual inspection of the property. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report based on my visual inspection:

(i) sets forth in narrative form the description and/or physical condition of the entire property and is current and accurate as of the date of inspection;

(ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made; and

(viii) It is to be understood that all aspects of the physical condition of the property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

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 this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Howard L. Zimmerman Architects, P.C.

By: Howard L. Zimmerman

Sworn to before me this
1 day of July, 2013

Sarah Archbold
Notary Public

SARAH L. ARCHBOLD
Notary Public, State of New York
No. 01AR5071633
Qualified in Queens County
Commission Expires January 21, 2015

EXHIBIT 9

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

CERTIFICATION OF SPONSOR'S EXPERT
CONCERNING ADEQUACY OF BUDGET

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271
Attention: Real Estate Financing Bureau

Re: **308-312 West 30th Street**
New York, New York 10001

Ladies and Gentlemen:

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule B containing projections of income and expenses for the first year of condominium operation. The Modlin Group provides consulting, marketing and sales services to New York's residential development community. As an established and growing real estate brokerage, we have been instrumental in the sale of over 100 units in the last several years representing nearly $250 million in sales.

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 13 NYCRR Part 23 insofar as they are applicable to Schedule B.

We have reviewed Schedule B and investigated the facts set forth in Schedule B and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that Schedule B:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(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.

We further certify that we are not owned or controlled by the sponsor nor do we have any financial interest in the subject offering plan other than as having been retained to act as selling agent. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated as of August 20, 2013

THE MODLIN GROUP

By: _____
Name: Adam Modlin
Title: President

Sworn to before me this
20 day of August 20, 2013

_____
Notary Public

STEVEN R. AQUINO
Notary Public, State of New York
No. 02AQ6282121
Qualified in King County
Commission Expires May 20, 2017

EXHIBIT 10

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 11

FORM W-8BEN

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ **Section references are to the Internal Revenue Code.** ▶ **See separate instructions.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do not use this form for:	**Instead, use Form:**
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

• A person acting as an intermediary	W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a .....% rate of withholding on (specify type of income): .....

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

.....

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

2 The beneficial owner is not a U.S. person,

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ ..... Signature of beneficial owner (or individual authorized to sign for beneficial owner) ..... Date (MM-DD-YYYY) ..... Capacity in which acting

Instructions for Form W-8BEN

Department of the Treasury
Internal Revenue Service

(Rev. February 2006)

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

For definitions of terms used throughout these instructions, see *Definitions* on pages 3 and 4.

Purpose of form. Foreign persons are subject to U.S. tax at a 30% rate on income they receive from U.S. sources that consists of:

- Interest (including certain original issue discount (OID));
- Dividends;
- Rents;
- Royalties;
- Premiums;
- Annuities;
- Compensation for, or in expectation of, services performed;
- Substitute payments in a securities lending transaction; or
- Other fixed or determinable annual or periodical gains, profits, or income.

This tax is imposed on the gross amount paid and is generally collected by withholding under section 1441 or 1442 on that amount. A payment is considered to have been made whether it is made directly to the beneficial owner or to another person, such as an intermediary, agent, or partnership, for the benefit of the beneficial owner.

In addition, section 1446 requires a partnership conducting a trade or business in the United States to withhold tax on a foreign partner's distributive share of the partnership's effectively connected taxable income. Generally, a foreign person that is a partner in a partnership that submits a Form W-8 for purposes of section 1441 or 1442 will satisfy the documentation requirements under section 1446 as well. However, in some cases the documentation requirements of sections 1441 and 1442 do not match the documentation requirements of section 1446. See Regulations sections 1.1446-1 through 1.1446-6. Further, the owner of a disregarded entity, rather than the disregarded entity itself, shall submit the appropriate Form W-8 for purposes of section 1446.

If you receive certain types of income, you must provide Form W-8BEN to:

- Establish that you are not a U.S. person;
- Claim that you are the beneficial owner of the income for which Form W-8BEN is being provided or a partner in a partnership subject to section 1446; and
- If applicable, claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty.

You may also be required to submit Form W-8BEN to claim an exception from domestic information reporting and backup withholding for certain types of income that are not subject to foreign-person withholding. Such income includes:

- Broker proceeds.
- Short-term (183 days or less) original issue discount (OID).
- Bank deposit interest.
- Foreign source interest, dividends, rents, or royalties.
- Proceeds from a wager placed by a nonresident alien individual in the games of blackjack, baccarat, craps, roulette, or big-6 wheel.

You may also use Form W-8BEN to certify that income from a notional principal contract is not effectively connected with the conduct of a trade or business in the United States.

A withholding agent or payer of the income may rely on a properly completed Form W-8BEN to treat a payment associated with the Form W-8BEN as a payment to a foreign person who beneficially owns the amounts paid. If applicable, the withholding agent may rely on the Form W-8BEN to apply a reduced rate of withholding at source.

Provide Form W-8BEN to the withholding agent or payer before income is paid or credited to you. Failure to provide a Form W-8BEN when requested may lead to withholding at a 30% rate (foreign-person withholding) or the backup withholding rate.

Additional information. For additional information and instructions for the withholding agent, see the Instructions for the Requester of Forms W-8BEN, W-8ECI, W-8EXP, and W-8IMY.

Who must file. You must give Form W-8BEN to the withholding agent or payer if you are a foreign person and you are the beneficial owner of an amount subject to withholding. Submit Form W-8BEN when requested by the withholding agent or payer whether or not you are claiming a reduced rate of, or exemption from, withholding.

Do not use Form W-8BEN if:

- You are a U.S. citizen (even if you reside outside the United States) or other U.S. person (including a resident alien individual). Instead, use Form W-9, Request for Taxpayer Identification Number and Certification.
- You are a disregarded entity with a single owner that is a U.S. person and you are not a hybrid entity claiming treaty benefits. Instead, provide Form W-9.

- You are a nonresident alien individual who claims exemption from withholding on compensation for independent or dependent personal services performed in the United States. Instead, provide Form 8233, Exemption from Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual, or Form W-4, Employee's Withholding Allowance Certificate.
- You are receiving income that is effectively connected with the conduct of a trade or business in the United States, unless it is allocable to you through a partnership. Instead, provide Form W-8ECI, Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States. If any of the income for which you have provided a Form W-8BEN becomes effectively connected, this is a change in circumstances and Form W-8BEN is no longer valid. You must file Form W-8ECI. See *Change in circumstances* on this page.
- You are filing for a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section 115(2), 501(c), 892, 895, or 1443(b). Instead, provide Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding. However, you should use Form W-8BEN if you are claiming treaty benefits or are providing the form only to claim you are a foreign person exempt from backup withholding. You should use Form W-8ECI if you received effectively connected income (for example, income from commercial activities).
- You are a foreign flow-through entity, other than a hybrid entity, claiming treaty benefits. Instead, provide Form W-8IMY, Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding. However, if you are a partner, beneficiary, or owner of a flow-through entity and you are not yourself a flow-through entity, you may be required to furnish a Form W-8BEN to the flow-through entity.
- You are a disregarded entity for purposes of section 1446. Instead, the owner of the entity must submit the form.
- You are a reverse hybrid entity transmitting beneficial owner documentation provided by your interest holders to claim treaty benefits on their behalf. Instead, provide Form W-8IMY.
- You are a withholding foreign partnership or a withholding foreign trust within the meaning of sections 1441 and 1442 and the accompanying regulations. A withholding foreign partnership or a withholding foreign trust is a foreign partnership or trust that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each partner's, beneficiary's, or owner's distributive share of income subject to withholding that is paid to the partnership or trust. Instead, provide Form W-8IMY.
- You are acting as an intermediary (that is, acting not for your own account, but for the account of others as an agent, nominee, or custodian). Instead, provide Form W-8IMY.
- You are a foreign partnership or foreign grantor trust for purposes of section 1446. Instead, provide Form W-8IMY and accompanying documentation. See Regulations sections 1.1446-1 through 1.1446-6.

Giving Form W-8BEN to the withholding agent. Do not send Form W-8BEN to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment, who credits your account, or a partnership that allocates income to you. Give Form W-8BEN to the person requesting it before the payment is made to you, credited to your account or allocated. If you do not provide this form, the withholding agent may have to withhold at the 30% rate, backup withholding rate, or the rate applicable under section 1446. If you receive more than one type of income from a single withholding agent for which you claim different benefits, the withholding agent may, at its option, require you to submit a Form W-8BEN for each different type of income. Generally, a separate Form W-8BEN must be given to each withholding agent.

Note. If you own the income or account jointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8BEN are provided by all of the owners. If the withholding agent receives a Form W-9 from any of the joint owners, the payment must be treated as made to a U.S. person.

Change in circumstances. If a change in circumstances makes any information on the Form W-8BEN you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you must file a new Form W-8BEN or other appropriate form.

If you use Form W-8BEN to certify that you are a foreign person, a change of address to an address in the United States is a change in circumstances. Generally, a change of address within the same foreign country or to another foreign country is not a change in circumstances. However, if you use Form W-8BEN to claim treaty benefits, a move to the United States or outside the country where you have been claiming treaty benefits is a change in circumstances. In that case, you must notify the withholding agent or payer within 30 days of the move.

If you become a U.S. citizen or resident alien after you submit Form W-8BEN, you are no longer subject to the 30% withholding rate or the withholding tax on a foreign partner's share of effectively connected income. You must notify the withholding agent or payer within 30 days of becoming a U.S. citizen or resident alien. You may be required to provide a Form W-9. For more information, see Form W-9 and instructions.

Expiration of Form W-8BEN. Generally, a Form W-8BEN provided without a U.S. taxpayer identification number (TIN) will remain in effect for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8BEN signed on September 30, 2005, remains valid through December 31, 2008. A Form W-8BEN furnished with a U.S. TIN will remain in effect until a change in circumstances makes any information on the form incorrect, provided that the withholding agent reports on Form 1042-S at least one payment annually to the beneficial owner who provided the Form W-8BEN. See the instructions for line 6

beginning on page 4 for circumstances under which you must provide a U.S. TIN.

Definitions

Beneficial owner. For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income.

Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (that is, a foreign trust that is described in section 651(a)) are generally the beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of a foreign grantor trust (that is, a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (that is, a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself.

For purposes of section 1446, the same beneficial owner rules apply, except that under section 1446 a foreign simple trust rather than the beneficiary provides the form to the partnership.

The beneficial owner of income paid to a foreign estate is the estate itself.

Note. A payment to a U.S. partnership, U.S. trust, or U.S. estate is treated as a payment to a U.S. payee that is not subject to 30% withholding. A U.S. partnership, trust, or estate should provide the withholding agent with a Form W-9. For purposes of section 1446, a U.S. grantor trust or disregarded entity shall not provide the withholding agent a Form W-9 in its own right. Rather, the grantor or other owner shall provide the withholding agent the appropriate form.

Foreign person. A foreign person includes a nonresident alien individual, a foreign corporation, a foreign partnership, a foreign trust, a foreign estate, and any other person that is not a U.S. person. It also includes a foreign branch or office of a U.S. financial institution or U.S. clearing organization if the foreign branch is a qualified intermediary. Generally, a payment to a U.S. branch of a foreign person is a payment to a foreign person.

Nonresident alien individual. Any individual who is not a citizen or resident alien of the United States is a nonresident alien individual. An alien individual meeting either the "green card test" or the "substantial presence test" for the calendar year is a resident alien. Any person not meeting either test is a nonresident alien individual. Additionally, an alien individual who is a resident of a foreign country under the residence article of an income tax treaty, or an alien individual who is a bona fide resident of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or American Samoa is a nonresident alien individual. See Pub. 519, U.S. Tax Guide for Aliens, for more information on resident and nonresident alien status.



Even though a nonresident alien individual married to a U.S. citizen or resident alien may choose to be treated as a resident alien for certain purposes (for example, filing a joint income tax return), such individual is still treated as a nonresident alien for withholding tax purposes on all income except wages.

Flow-through entity. A flow-through entity is a foreign partnership (other than a withholding foreign partnership), a foreign simple or foreign grantor trust (other than a withholding foreign trust), or, for payments for which a reduced rate of withholding is claimed under an income tax treaty, any entity to the extent the entity is considered to be fiscally transparent (see below) with respect to the payment by an interest holder's jurisdiction.

For purposes of section 1446, a foreign partnership or foreign grantor trust must submit Form W-8IMY to establish the partnership or grantor trust as a look through entity. The Form W-8IMY may be accompanied by this form or another version of Form W-8 or Form W-9 to establish the foreign or domestic status of a partner or grantor or other owner. See Regulations section 1.1446-1.

Hybrid entity. A hybrid entity is any person (other than an individual) that is treated as fiscally transparent (see below) in the United States but is not treated as fiscally transparent by a country with which the United States has an income tax treaty. Hybrid entity status is relevant for claiming treaty benefits. See the instructions for line 9c on page 5.

Reverse hybrid entity. A reverse hybrid entity is any person (other than an individual) that is not fiscally transparent under U.S. tax law principles but that is fiscally transparent under the laws of a jurisdiction with which the United States has an income tax treaty. See the instructions for line 9c on page 5.

Fiscally transparent entity. An entity is treated as fiscally transparent with respect to an item of income for which treaty benefits are claimed to the extent that the interest holders in the entity must, on a current basis, take into account separately their shares of an item of income paid to the entity, whether or not distributed, and must determine the character of the items of income as if they were realized directly from the sources from which realized by the entity. For example, partnerships, common trust funds, and simple trusts or grantor trusts are generally considered to be fiscally transparent with respect to items of income received by them.

Disregarded entity. A business entity that has a single owner and is not a corporation under Regulations section 301.7701-2(b) is disregarded as an entity separate from its owner.

A disregarded entity shall not submit this form to a partnership for purposes of section 1446. Instead, the owner of such entity shall provide appropriate documentation. See Regulations section 1.1446-1.

Amounts subject to withholding. Generally, an amount subject to withholding is an amount from sources within the United States that is fixed or determinable annual or periodical (FDAP) income. FDAP income is all income included in gross income, including interest (as well as OID), dividends, rents, royalties, and compensation. FDAP income does not include most gains from the sale of property (including market discount and option premiums).

For purposes of section 1446, the amount subject to withholding is the foreign partner's share of the partnership's effectively connected taxable income.

Withholding agent. Any person, U.S. or foreign, that has control, receipt, or custody of an amount subject to withholding or who can disburse or make payments of an amount subject to withholding is a withholding agent. The withholding agent may be an individual, corporation, partnership, trust, association, or any other entity, including (but not limited to) any foreign intermediary, foreign partnership, and U.S. branches of certain foreign banks and insurance companies. Generally, the person who pays (or causes to be paid) the amount subject to withholding to the foreign person (or to its agent) must withhold.

For purposes of section 1446, the withholding agent is the partnership conducting the trade or business in the United States. For a publicly traded partnership, the withholding agent may be the partnership, a nominee holding an interest on behalf of a foreign person, or both. See Regulations sections 1.1446-1 through 1.1446-6.

Specific Instructions

TIP *A hybrid entity should give Form W-8BEN to a withholding agent only for income for which it is claiming a reduced rate of withholding under an income tax treaty. A reverse hybrid entity should give Form W-8BEN to a withholding agent only for income for which no treaty benefit is being claimed.*

Part I

Line 1. Enter your name. If you are a disregarded entity with a single owner who is a foreign person and you are not claiming treaty benefits as a hybrid entity, this form should be completed and signed by your foreign single owner. If the account to which a payment is made or credited is in the name of the disregarded entity, the foreign single owner should inform the withholding agent of this fact. This may be done by including the name and account number of the disregarded entity on line 8 (reference number) of the form. However, if you are a disregarded entity that is claiming treaty benefits as a hybrid entity, this form should be completed and signed by you.

Line 2. If you are a corporation, enter the country of incorporation. If you are another type of entity, enter the country under whose laws you are created, organized, or governed. If you are an individual, enter N/A (for "not applicable").

Line 3. Check the one box that applies. By checking a box, you are representing that you qualify for this classification. You must check the box that represents your classification (for example, corporation, partnership, trust, estate, etc.) under U.S. tax principles. Do not check the box that describes your status under the law of the treaty country. If you are a partnership or disregarded entity receiving a payment for which treaty benefits are being claimed, you must check the "Partnership" or "Disregarded entity" box. If you are a sole proprietor, check the "Individual" box, not the "Disregarded entity" box.

CAUTION *Only entities that are tax-exempt under section 501 should check the "Tax-exempt organization" box. Such organizations should use Form W-8BEN only if they are claiming a reduced rate of withholding under an income tax treaty or some code exception other than section 501. Use Form W-8EXP if you are claiming an exemption from withholding under section 501.*

Line 4. Your permanent residence address is the address in the country where you claim to be a resident for purposes of that country's income tax. If you are giving Form W-8BEN to claim a reduced rate of withholding under an income tax treaty, you must determine your residency in the manner required by the treaty. Do not show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

Line 5. Enter your mailing address only if it is different from the address you show on line 4.

Line 6. If you are an individual, you are generally required to enter your social security number (SSN). To apply for an SSN, get Form SS-5 from a Social Security Administration (SSA) office or, if in the United States, you may call the SSA at 1-800-772-1213. Fill in Form SS-5 and return it to the SSA.

If you do not have an SSN and are not eligible to get one, you must get an individual taxpayer identification number (ITIN). To apply for an ITIN, file Form W-7 with the IRS. It usually takes 4-6 weeks to get an ITIN.

CAUTION *An ITIN is for tax use only. It does not entitle you to social security benefits or change your employment or immigration status under U.S. law.*

If you are not an individual or you are an individual who is an employer or you are engaged in a U.S. trade or business as a sole proprietor, you must enter an employer identification number (EIN). If you do not have an EIN, you should apply for one on Form SS-4, Application for Employer Identification Number. If you are a disregarded entity claiming treaty benefits as a hybrid entity, enter your EIN.

A partner in a partnership conducting a trade or business in the United States will likely be allocated effectively connected taxable income. The partner is

required to file a U.S. federal income tax return and must have a U.S. taxpayer identification number (TIN).

You must provide a U.S. TIN if you are:

- Claiming an exemption from withholding under section 871(f) for certain annuities received under qualified plans,
- A foreign grantor trust with 5 or fewer grantors,
- Claiming benefits under an income tax treaty, or
- Submitting the form to a partnership that conducts a trade or business in the United States.

However, a U.S. TIN is not required to be shown in order to claim treaty benefits on the following items of income:

- Dividends and interest from stocks and debt obligations that are actively traded;
- Dividends from any redeemable security issued by an investment company registered under the Investment Company Act of 1940 (mutual fund);
- Dividends, interest, or royalties from units of beneficial interest in a unit investment trust that are (or were upon issuance) publicly offered and are registered with the SEC under the Securities Act of 1933; and
- Income related to loans of any of the above securities.



You may want to obtain and provide a U.S. TIN on Form W-8BEN even though it is not required. A Form W-8BEN containing a U.S. TIN remains valid for as long as your status and the information relevant to the certifications you make on the form remain unchanged provided at least one payment is reported to you annually on Form 1042-S.

Line 7. If your country of residence for tax purposes has issued you a tax identifying number, enter it here. For example, if you are a resident of Canada, enter your Social Insurance Number.

Line 8. This line may be used by the filer of Form W-8BEN or by the withholding agent to whom it is provided to include any referencing information that is useful to the withholding agent in carrying out its obligations. For example, withholding agents who are required to associate the Form W-8BEN with a particular Form W-8IMY may want to use line 8 for a referencing number or code that will make the association clear. A beneficial owner may use line 8 to include the number of the account for which he or she is providing the form. A foreign single owner of a disregarded entity may use line 8 to inform the withholding agent that the account to which a payment is made or credited is in the name of the disregarded entity (see instructions for line 1 on page 4).

Part II

Line 9a. Enter the country where you claim to be a resident for income tax treaty purposes. For treaty purposes, a person is a resident of a treaty country if the person is a resident of that country under the terms of the treaty.

Line 9b. If you are claiming benefits under an income tax treaty, you must have a U.S. TIN unless one of the exceptions listed in the line 6 instructions above applies.

Line 9c. An entity (but not an individual) that is claiming a reduced rate of withholding under an income tax treaty must represent that it:

- Derives the item of income for which the treaty benefit is claimed, and
- Meets the limitation on benefits provisions contained in the treaty, if any.

An item of income may be derived by either the entity receiving the item of income or by the interest holders in the entity or, in certain circumstances, both. An item of income paid to an entity is considered to be derived by the entity only if the entity is not fiscally transparent under the laws of the entity's jurisdiction with respect to the item of income. An item of income paid to an entity shall be considered to be derived by the interest holder in the entity only if:

- The interest holder is not fiscally transparent in its jurisdiction with respect to the item of income, and
- The entity is considered to be fiscally transparent under the laws of the interest holder's jurisdiction with respect to the item of income. An item of income paid directly to a type of entity specifically identified in a treaty as a resident of a treaty jurisdiction is treated as derived by a resident of that treaty jurisdiction.

If an entity is claiming treaty benefits on its own behalf, it should complete Form W-8BEN. If an interest holder in an entity that is considered fiscally transparent in the interest holder's jurisdiction is claiming a treaty benefit, the interest holder should complete Form W-8BEN on its own behalf and the fiscally transparent entity should associate the interest holder's Form W-8BEN with a Form W-8IMY completed by the entity.



An income tax treaty may not apply to reduce the amount of any tax on an item of income received by an entity that is treated as a domestic corporation for U.S. tax purposes. Therefore, neither the domestic corporation nor its shareholders are entitled to the benefits of a reduction of U.S. income tax on an item of income received from U.S. sources by the corporation.

To determine whether an entity meets the limitation on benefits provisions of a treaty, you must consult the specific provisions or articles under the treaties. Income tax treaties are available on the IRS website at *www.irs.gov*.



If you are an entity that derives the income as a resident of a treaty country, you may check this box if the applicable income tax treaty does not contain a "limitation on benefits" provision.

Line 9d. If you are a foreign corporation claiming treaty benefits under an income tax treaty that entered into force before January 1, 1987 (and has not been renegotiated) on (a) U.S. source dividends paid to you by another foreign corporation or (b) U.S. source interest paid to you by a U.S. trade or business of another foreign corporation, you must generally be a "qualified resident" of a treaty country. See section 884 for the definition of interest paid by a U.S. trade or business of a foreign corporation ("branch interest") and other applicable rules.

In general, a foreign corporation is a qualified resident of a country if any of the following apply.

- It meets a 50% ownership and base erosion test.
- It is primarily and regularly traded on an established securities market in its country of residence or the United States.
- It carries on an active trade or business in its country of residence.
- It gets a ruling from the IRS that it is a qualified resident.

See Regulations section 1.884-5 for the requirements that must be met to satisfy each of these tests.



If you are claiming treaty benefits under an income tax treaty entered into force after December 31, 1986, do not check box 9d. Instead, check box 9c.

Line 9e. Check this box if you are related to the withholding agent within the meaning of section 267(b) or 707(b) and the aggregate amount subject to withholding received during the calendar year will exceed $500,000. Additionally, you must file Form 8833, Treaty-Based Return Position Disclosure Under Section 6114 or 7701(b).

Line 10

Line 10 must be used only if you are claiming treaty benefits that require that you meet conditions not covered by the representations you make in lines 9a through 9e. However, this line should always be completed by foreign students and researchers claiming treaty benefits. See *Scholarship and fellowship grants* below for more information.

The following are additional examples of persons who should complete this line.

- Exempt organizations claiming treaty benefits under the exempt organization articles of the treaties with Canada, Mexico, Germany, and the Netherlands.
- Foreign corporations that are claiming a preferential rate applicable to dividends based on ownership of a specific percentage of stock.
- Persons claiming treaty benefits on royalties if the treaty contains different withholding rates for different types of royalties.

This line is generally not applicable to claiming treaty benefits under an interest or dividends (other than dividends subject to a preferential rate based on ownership) article of a treaty.

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. The individual must use Form W-9 to claim the tax treaty benefit. See the instructions for Form W-9 for more information. Also see *Nonresident alien student or researcher who becomes a resident alien* later for an example.

Scholarship and fellowship grants. A nonresident alien student (including a trainee or business apprentice) or researcher who receives noncompensatory scholarship or fellowship income may use Form W-8BEN to claim benefits under a tax treaty that apply to reduce or eliminate U.S. tax on such income. No Form W-8BEN is required unless a treaty benefit is being claimed. A nonresident alien student or researcher who receives compensatory scholarship or fellowship income must use Form 8233 to claim any benefits of a tax treaty that apply to that income. The student or researcher must use Form W-4 for any part of such income for which he or she is not claiming a tax treaty withholding exemption. Do not use Form W-8BEN for compensatory scholarship or fellowship income. See *Compensation for Dependent Personal Services* in the Instructions for Form 8233.

If you are a nonresident alien individual who received noncompensatory scholarship or fellowship income and personal services income (including compensatory scholarship or fellowship income) from the same withholding agent, you may use Form 8233 to claim a tax treaty withholding exemption for part or all of both types of income.

Completing lines 4 and 9a. Most tax treaties that contain an article exempting scholarship or fellowship grant income from taxation require that the recipient be a resident of the other treaty country at the time of, or immediately prior to, entry into the United States. Thus, a student or researcher may claim the exemption even if he or she no longer has a permanent address in the other treaty country after entry into the United States. If this is the case, you may provide a U.S. address on line 4 and still be eligible for the exemption if all other conditions required by the tax treaty are met. You must also identify on line 9a the tax treaty country of which you were a resident at the time of, or immediately prior to, your entry into the United States.

Completing line 10. You must complete line 10 if you are a student or researcher claiming an exemption from taxation on your scholarship or fellowship grant income under a tax treaty.

Nonresident alien student or researcher who becomes a resident alien. You must use Form W-9 to claim an exception to a saving clause. See *Nonresident alien who becomes a resident alien* on this page for a general explanation of saving clauses and exceptions to them.

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 complete Form W-9.

Part III

If you check this box, you must provide the withholding agent with the required statement for income from a notional principal contract that is to be treated as income not effectively connected with the conduct of a trade or business in the United States. You should update this statement as often as necessary. A new Form W-8BEN is not required for each update provided the form otherwise remains valid.

Part IV

Form W-8BEN must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or

officer of the beneficial owner. If Form W-8BEN is completed by an agent acting under a duly authorized power of attorney, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing the agent to represent the principal in making, executing, and presenting the form. Form 2848, Power of Attorney and Declaration of Representative, may be used for this purpose. The agent, as well as the beneficial owner, may incur liability for the penalties provided for an erroneous, false, or fraudulent form.

Broker transactions or barter exchanges. Income from transactions with a broker or a barter exchange is subject to reporting rules and backup withholding unless Form W-8BEN or a substitute form is filed to notify the broker or barter exchange that you are an exempt foreign person.

You are an exempt foreign person for a calendar year in which:

- You are a nonresident alien individual or a foreign corporation, partnership, estate, or trust;
- You are an individual who has not been, and does not plan to be, present in the United States for a total of 183 days or more during the calendar year; and
- You are neither engaged, nor plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from transactions with a broker or barter exchange.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to provide the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is: **Recordkeeping,** 5 hr., 58 min.; **Learning about the law or the form,** 3 hr., 46 min.; **Preparing and sending the form to IRS,** 4 hr., 2 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can email us at **taxforms@irs.gov.* Please put "Forms Comment" on the subject line. Or you can write to Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6406, Washington, DC 20224. Do not send Form W-8BEN to this office. Instead, give it to your withholding agent.

EXHIBIT 12

SECTION 352-eeee OF THE GENERAL BUSINESS LAW

§352-eeee. Conversions to cooperative or condominium ownership in the City of New York.

38. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan." Every offering statement or prospectus submitted to the department of law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-eviction plan." A plan which may not be declared effective until written Agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(e) "Eviction plan." A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan." A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant." A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens." Non-purchasing tenants who are sixty-two years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section, provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

(g) "Eligible disabled persons." Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

39. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan, unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy, provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or

group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and, (2) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducement.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing, shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal or reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of the offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (vii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

40. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers.

41. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially, interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney general may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

42. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

43. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

44. The provisions of this section shall only be applicable in the city of New York.

EXHIBIT 13

RESERVE FUND LAW

LOCAL LAW 70

To amend the administrative code of the city of New York, in relation to the conversion of residential rental housing to cooperative or condominium ownership.

Be it enacted by the Council as follows:

Section 1. Legislative declaration The council finds that the protection of the health, safety and welfare of persons within the city who reside in residential buildings being converted from rental status to cooperative or condominium ownership requires that such persons be informed of the physical condition of such buildings and of any outstanding notices of code violations issued with respect to such buildings. The council further finds that for the health, safety and welfare of residents of the city and for the preservation and improvement of this substantial and increasing form of housing accommodation it is essential that funds be set aside for the purpose of making capital repairs, replacements and improvements to such buildings.

Section 2. Chapter fifty-one of the administrative code of the city of New York is amended by adding a new title YYYY to read as follows:

TITLE YYYY

COOPERATIVE AND CONDOMINIUM CONVERSIONS

§ YYYY51-l.0 Application.

The provisions of this title shall apply to conversions from rental to cooperative or condominium status of a building or a group of buildings or a development for which a plan must be filed with the state department of law pursuant to section three hundred fifiy-two-eeee of the general business law

§ YYYY51-2.0 Definitions.

As used in this title the following words shall mean:

a. "Building" - any building, group of buildings or development.

b. "Total Price" -

(1) with respect to cooperative conversions, the number of all shares in the offering multiplied by the last price per share which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made;

(2) with respect to condominium conversions, the sum of the cost of all units in the offering at the last price which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made.

c. "Capital replacement" - a building-wide replacement of a major component of any of the following systems:

(1) elevator;

(2) heating, ventilation and air conditioning;

(3) plumbing;

(4) wiring;

(5) windows;

or, a major structural replacement to the building; provided, however, that replacements made to cure code violations of record shall not be included.

d. "Offeror" - the offeror, his nominees, assignees and successors in interest.

§YYYY51-3.0 Establishment of reserve fund.

a. Within thirty days after the closing of a conversion pursuant to an offering plan the offeror shall establish and transfer to the cooperative corporation or condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such buildings. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state attorney general, except a fund for capital repairs, replacements and improvements substantially similar in purpose to and in an amount not less than the reserve fund mandated by this section. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

b. Such fund shall be established in an amount equal to either (i) three per cent of the total price or, (ii) (A) three per cent of the actual sales price of all cooperative shares or condominium units sold by the offeror at the time the plan is declared effective, provided, however, that if such amount is less than one per cent of the total price, then the fund shall be established as a minim of one per cent of the total price; plus (B) supplemental contributions to be made by the offeror at a rate of three per cent of the actual sales price of cooperative shares or condominium units for each unit or its allocable shares held by the offeror and sold to bona fide purchasers subsequent to the effective date of the plan and within 5 years of the closing of the conversion pursuant to such plan notwithstanding that the total amount contributed may exceed three per cent of the total price; and provided, further, that if five years from thirty days after the closing of the conversion pursuant to such plan the total contributions by the offeror to the fund are less than three per cent of the total price the offeror shall pay the difference between the amount contributed and three per cent of the total price. Supplemental contributions shall be made within 30 days of each sale.

c. The contributions required pursuant to this section may be made earlier or in an amount greater than so provided. An offeror may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he has begun after the plan is submitted for filing to the state department of law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the plan together with their actual or estimated costs and further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one per cent of the total price.

d. Any building, construction of which was completed within three years prior to the closing of a conversion pursuant to an offering plan, shall be exempt from the requirements of this section.

§YYYY5l-4.0 Report on status of reserve fund.

The cooperative corporation or condominium board of managers shall report to shareholders and unit owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by section YYYY51-3.0.

§ YYYYS51-5.0 Posting of violations.

The offeror, not later than the thirtieth day following the acceptance of a plan for filing by the state department of law pursuant to section three hundred fifty-two-eeee of the general business law and until the closing of the conversion pursuant to such plan, shall post and maintain in a prominent place, accessible to all tenants in each building covered by the plan, a listing of all violations of record against such buildings as determined by the department of buildings and the department of housing preservation and development. All newly issued violations shall be posted within forty-eight hours of their issuance and maintained as described above. The offeror may satisfy the requirements of this section by designating an agent on the premises with whom such listing shall be made available for inspection by the tenants.

§ YYYY51-6.0 Report on condition of premises.

Where, pursuant to law or regulation of the state attorney general, an offeror is required to file a report with the state department of law describing the condition of the physical aspects of the premises to be converted and the surrounding neighborhood, a copy of such report shall be submitted simultaneously to the commissioner of buildings.

§ X'YYY51-7.0 No waiver of rights.

Any provision purporting to waive the provisions of this title in any contract to purchase or agreement between an offeror and the cooperative corporation or the condominium board of managers pursuant to a conversion plan shall be void as against public policy.

§ YYYY5 -8.0 Criminal and civil penalties; enforcement.

a. Except as otherwise provided in subdivision b of this section, any person who knowingly violates or assists in the violation of any section of this title shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred nor more than one thousand dollars. Except as otherwise provided in subdivision b of this section, any person who violates or assists in the violation of any section of this title shall be subject to a civil penalty of one hundred dollars per day per unit for each day that a building is not in compliance with the provisions of such sections; provided, however, that such civil penalty shall not exceed one thousand dollars per unit.

b. Any person who knowingly violates or assists in the violation of section YYYY 51-3.0 shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than two times the amount required to be reserved by section YYYY 51-3.0 which was not so reserved. Any person who violates or assists in the violation of section YYYY 51-3.0 shall also be subject to a civil penalty of one thousand dollars per day for each day that the reserve fund required by section YYYY 51-3.0 is not established; provided, however, that such civil penalty shall not exceed the amount required to be reserved pursuant to section YYYY 51-3.0.

c. In addition, any other action or proceeding in any court of competent jurisdiction that may be appropriate or necessary for the enforcement of the provisions of this title may be brought in the

name of the city, including actions to secure permanent injunctions enjoining any acts or practices which constitute a violation of any provision of this title, mandating compliance with the provisions of this title or for such other relief as may be appropriate. In any such action or proceeding the city may apply to any court of competent jurisdiction, or to a judge or justice thereof, for a temporary restraining order or preliminary injunction enjoining and restraining all persons from violating any provision of this title, mandating compliance with the provisions of this title, or for such other relief as may be appropriate, until the hearing and determination of such action or proceeding and the entry of final judgment or order therein. The court, or judge or justice thereof, to whom such application is made, is hereby authorized forthwith to make any or all of the orders above specified, as may be required in such application, with or without notice, and to make such other or further orders or directions as may be necessary to render the same effectual. No undertaking shall be required as a condition of the granting or issuing of such order, or by reason thereof.

d. Nothing contained in this section shall impair any rights, remedies or causes of action accrued or accruing to purchasers of cooperative shares or condominium units.

e. The department of housing preservation and development is empowered to enforce the provisions of this title.

Section 3. If any provision of this local law or the application of such provision to any person or circumstances shall be held invalid, the validity of the remainder of this local law and the applicability of such provision to any other person or circumstances shall not be affected thereby.

Section 4. This local law shall take effect February first nineteen hundred eighty-three and shall apply to all plans not yet accepted for filing by the state department of law pursuant to section three hundred fifty-two eeee of the general business law as of that date.

EXHIBIT 14

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 THE 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 15

SPECIMEN TITLE POLICY

Commonwealth
LAND TITLE INSURANCE COMPANY

Policy Number: PROFORMA

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely, or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

PROFORMA

COMMONWEALTH LAND TITLE INSURANCE COMPANY

SEAL

By: _____ President

ATTEST _____ Secretary

Countersigned: _____
Authorized Signature

Commonwealth
LAND TITLE INSURANCE COMPANY

SCHEDULE A

Amount of Insurance: $_____

Policy No. PROFORMA
Title No. NY120962

Date of Policy: _____

1. **Name of Insured:** _____

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 in the Insured by means of:**

   Deed made by West 30th Realty, LLC to _____, dated __/__/___ and to be duly recorded in the Office of the City Register, New York County.

4. **The land referred to in this policy is described on the annexed schedule.**

PROFORMA

Commonwealth Land Title Insurance Company

Countersigned: _____
Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

Policy No. PROFORMA
Title No. NY120962

SCHEDULE A - ITEM 4

The Condominium Unit (the "Unit") in the Building known as The 308-312 West 30th Street Condominium, located at and known as and by street number 308-312 West 30 Street, New York, New York, designated and described as Unit No. ____ in the Declaration establishing a plan for condominium ownership of said Building and the land upon which it is situate (the "Land") under Article 9-B of the Real Property Law of the State of New York, dated _____ and recorded _____ in the Office of the Register of the City of New York, County of New York under CRFN _____, said Unit also being designated as Tax Lot ____ in Block 753 of Section 3 of the Borough of Manhattan, on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the said Building filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. ____ and also filed in the City Register's Office on _____ as Condominium Map No. CRFN _____ .

TOGETHER with an undivided ____ percent interest in Common Elements of the Condominium as described in the Declaration.

The land upon which the Building containing the Unit is situate is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 30th Street distant 136 feet westerly from the southwesterly corner of 8th Avenue and West 30th Street;

RUNNING THENCE southerly parallel with 8th Avenue, 98 feet 9 inches to the center line of the block;

THENCE westerly along said center line of the block, 66 feet;

THENCE northerly parallel with 8th Avenue, 98 feet 9 inches to the southerly side of West 30th Street;

THENCE easterly along the southerly side of West 30th Street, 66 feet to the point or place of BEGINNING.

PROFORMA

Policy No. PROFORMA
Title No. NY120962

SCHEDULE B
Exceptions from Coverage

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of the following:

1. Any state of facts which an accurate survey of the building and the unit would show, but policy insures that any encroachments by the Insured Unit on any adjoining Unit or on common areas may remain undisturbed as long as it shall stand.

2. Covenants, conditions, easements, agreements of record, etc., as follows:

   a. Covenants and Restrictions set forth in Deed made by Robert Ray and Cornelia Ray to Cyrus Mason dated 8/31/1846 and recorded on 9/4/1846 in Liber 482 of Deeds, Page 34.

   b. Covenants and Restrictions set forth in Deed made by Cyrus Mason and Hannah P. Mason to Arthur B. Morris dated 7/2/1847 and recorded 7/2/1847 in Liber 490 of Deeds, Page 407.

   c. Terms, Covenants, Conditions and Provisions of Party Wall Agreement made between James Kearney and David Seaman dated 11/13/1851 and recorded on 11/13/1851 in Liber 588 of Deeds, Page 239.

3. Terms, covenants and conditions set forth in the Declaration of Condominium and By-Laws dated _____ and recorded on _____ under CRFN _____, but policy insures against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9B of the Real Property Law.

4. Power of Attorney to the Board of Managers to be executed by the purchaser and submitted for recording together with the closing deed.

PROFORMA

Commonwealth
LAND TITLE INSURANCE COMPANY

Policy No. PROFORMA
Title No. NY120962

COMMONWEALTH LAND TITLE INSURANCE COMPANY

STANDARD NEW YORK ENDORSEMENT (OWNER'S POLICY)

Attached to and made a part of Policy No. **PROFORMA**

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law 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 on 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Dated: _____

Countersigned:

_____
Authorized Signatory

SEAL

By: _____
Raymond R. Quirk
President

By: _____
Michael L. Gravelle
Secretary

PROFORMA

Commonwealth
LAND TITLE INSURANCE COMPANY

Policy No.: PROFORMA
Title No: NY120962

COMMONWEALTH LAND TITLE INSURANCE COMPANY

CONDOMINIUM ENDORSEMENT
-NEW YORK-

Attached to and made a part of Policy No. PROFORMA

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 record 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 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Dated: _____

Countersigned:

By:_____
Authorized Officer or Agent

SEAL

By: _____ President

Attest: _____ Secretary

PROFORMA

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters :
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments 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.

CONDITIONS

PROFORMA

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
   (i) The term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured,
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
   (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
(e) "Insured Claimant": An Insured claiming loss or damage.
(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) "Title": The estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other

counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

PROOF

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to

indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

Commonwealth Land Title Insurance Company
P.O. Box 45023, Jacksonville, Florida 32232-5023
Attn: Claims Department

PROFORMA

COMMONWEALTH LAND TITLE INSURANCE COMPANY

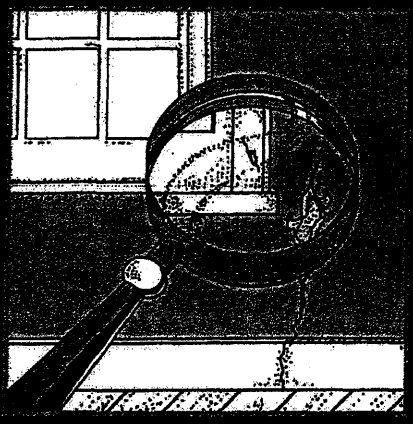


PROFORMA

Commonwealth Land Title Insurance Company
P.O. Box 45023, Jacksonville, Florida 32232-5023

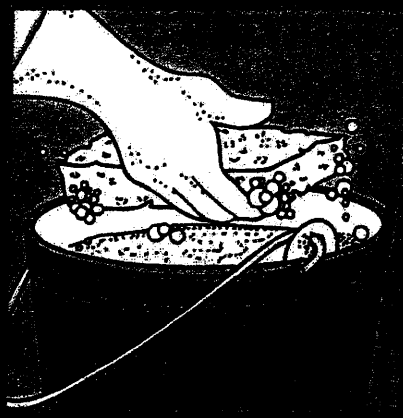
EXHIBIT 16

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.

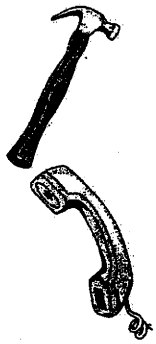
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



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.

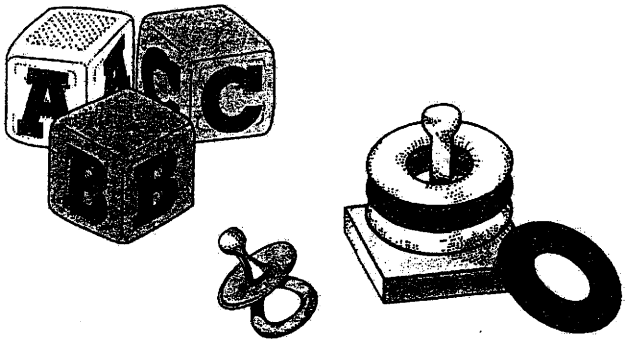
Even children who appear healthy can have dangerous levels of lead in their bodies.

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.



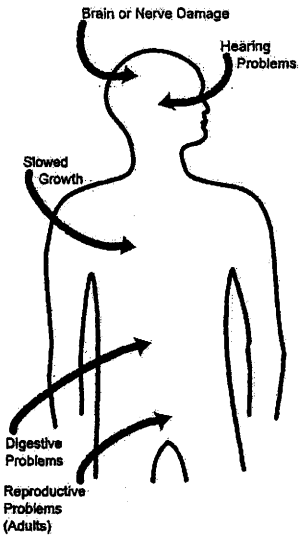
Lead's Effects

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

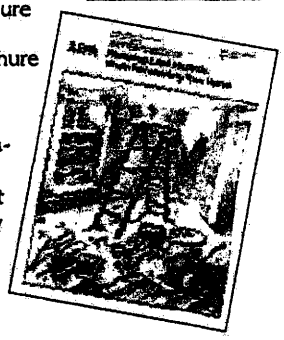
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- **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.

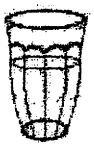
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

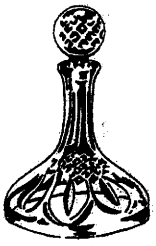


Other Sources of Lead



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.**

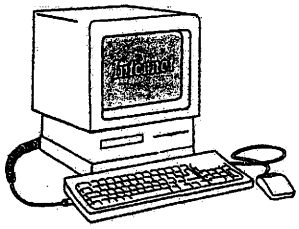


EPA's Safe Drinking Water Hotline

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

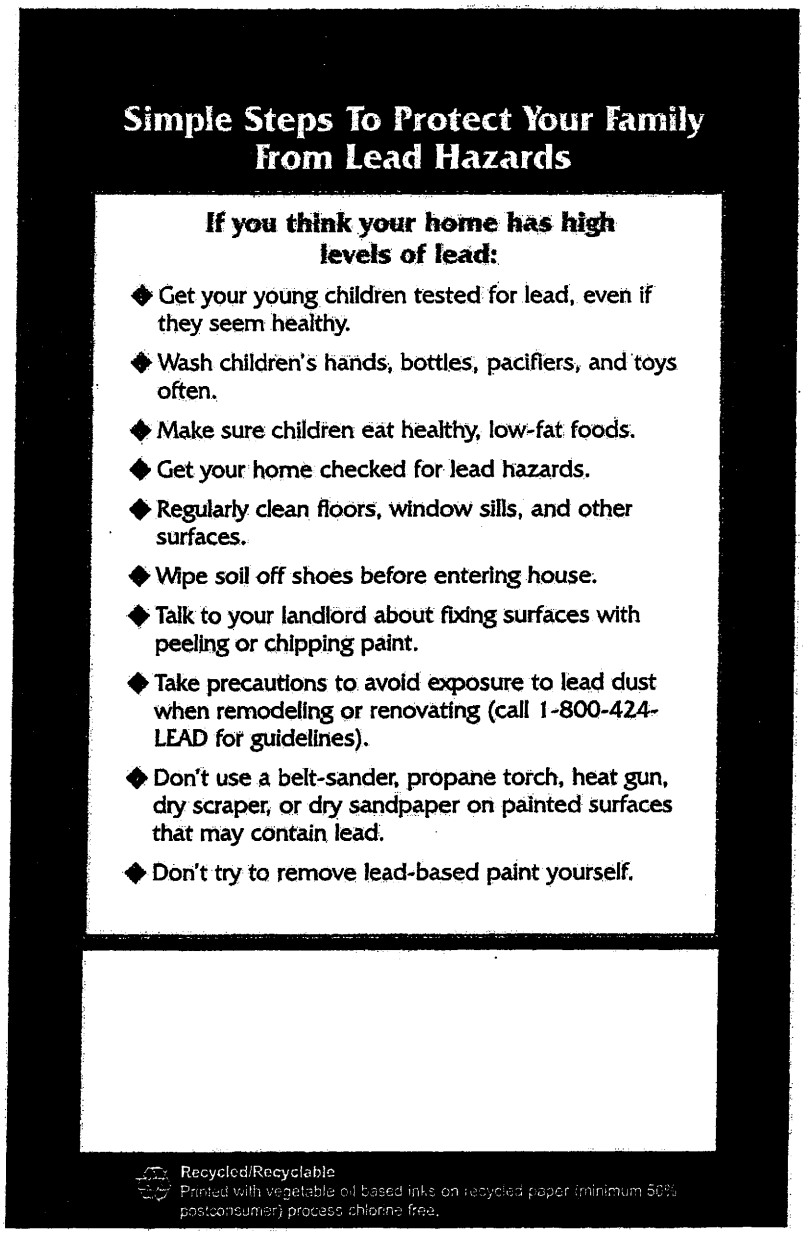
Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

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.

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